

APARTMENT LEASE
ROLAND REALTY, INC.

THIS INDENTURE made on **October 15, 2015**, by and between Roland Realty, Inc., a licensed real estate broker, in its capacity as Agent for the Owner (hereinafter called Lessor) of the property described below, and the following persons (hereinafter called Lessee):

PLEASE PRINT CLEARLY	

WITNESSETH, that Lessor does hereby demise and lease unto Lessee and Lessee does hereby jointly and severally rent and take the Leased Premises known and designated as _____ in a building located at **«Bldg_Address»** in the City of **«City»** in the State of Illinois, to be used as a private residence and for no other purpose from **«Start_Date» at 1:00 p.m., until «End_Date» at 1:00 p.m.**

Lessee agrees to pay unto Lessor as rent therefore the total sum of **«Annual_Rent»** payable as follows: **«Monthly_Rent»** on **August 01, 2016** and **«Monthly_Rent»** on the first day of each and every succeeding month in the term until the total sum of **«Annual_Rent»** is paid in full. Rent shall be payable at Agent's business office located at 901 S. First Street, Champaign, Illinois. Rent is payable in the form of personal check, bank check, cash, or money order.

Lessee agrees to pay the rent promptly as it accrues. If all or any portion of the rent due is not received at Agent's business office on or before the first day of each and every month rent is due, there will be a late payment charge of five percent (5%) on any unpaid balance. Furthermore, if all or any portion of the rent due is not received by the tenth day of the month there will be an additional late payment charge of five percent (5%) on any unpaid balance. Lessee may make payments with more than one check, provided that at Lessor's discretion and with thirty days written notice, Lessee agrees to pay each rent payment in a single check.

In the event the first or the tenth day of the month is a weekend or a holiday, Lessee shall have until 5:00 p.m. on the next normal business day to make the respective rental payments without a late charge. Rental payments made by mail will be considered "received" on the day of the postmark. In addition to the foregoing there shall also be a charge of **\$50.00** whenever a check is returned for insufficient funds or any other reason. It is hereby agreed between the parties that all the amounts paid by Lessee to Lessor pursuant to this agreement shall be applied first to any past due and unpaid charges and thereafter to current charges.

THE ABOVE LETTING is upon the following Express Covenants and Conditions, all and every one of which Lessee and Lessor hereby covenant and agrees to keep and perform.

1. **SECURITY DEPOSIT:** Lessee shall pay a security deposit to Lessor in the sum of **«Monthly_Rent»** due and payable concurrent with the execution of this Lease Agreement. The security deposit is set aside to secure Lessee's performance of each and every covenant and agreement to be performed by Lessee(s) under the Lease Agreement. Lessee shall be held fully responsible for any and all damages done to the demised premises, fixtures, furnishings, equipment, or other property belonging to Lessor, except for normal wear and tear, or to any part of Lessor's property caused at any time by misuse, carelessness or negligence on the part of the Lessee, the other Lessees or any member of any Lessee's family or any invitees of any Lessee. Such liability shall be joint and several.

Said security shall be placed and held, for the duration of the term of this Lease, in an account at an FDIC insured banking institution in Champaign County, Illinois. Said account may, at Lessor's option, unless otherwise required by law, be an interest bearing account. Where required by law or local ordinance, Lessor shall pay to Lessee interest on Lessee's security deposit funds as prescribed and in the manner mandated by said law or local ordinance.

After termination of the lease term or any renewal thereof and upon inspection of vacated premises, should Lessor find no damages beyond normal wear and tear, and Lessee(s) is not in default, then the deposit shall be returned to Lessees with the issuance of a single check drafted and mailed to:

Security Deposit Recipient

Recipient's Permanent Address

(United States Address Only)

The Security deposit recipient hereby assumes the responsibility of distributing the deposit to the other named Lessees as appropriate. In the event Lessor shall find damages beyond normal wear and tear, the cost of the repair or replacement shall be that of Lessee and the deposit herein shall apply towards the cost of such repair or replacement, but in no case shall the amount of the deposit herein restrict the right of Lessor to proceed for additional damages. Any and all notices, estimates, invoices and bills concerning the application of any of the security deposit to the payment of damages, whether required by State law or local ordinance may be mailed by Lessor only to said Security Deposit Recipient who is hereby appointed by each of the undersigned as the agent for all Lessees for all such purposes. **All security deposit return inquires or disputes must be submitted in writing to the leasing office at 901 S. First Street, Champaign, IL 61820.**

Lessee expressly agrees that this security deposit shall at no time during the lease term or renewal thereof be deemed or construed as an advance payment of rent for any month of the lease term, including specifically the last month's rent. Such deposit shall not affect 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 Leased 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 Leased Premises or to Lessor's property except normal wear and tear.
- The entire Leased Premises, 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 and security entry devices have been returned.
- All debris, rubbish and discards have been removed from the Leased Premises.
- All personal belongings and furnishings have been removed from the Leased Premises.
- Correct forwarding address has been left with the Agent.
- There has been full compliance by Lessee with all lease terms, covenants, and Leased Premises rules.

Lessee will be invoiced for the actual cost of furniture and carpet cleaning of all carpets in the Leased Premises by an independent professional upon the expiration of this lease, or any extension thereof.

Roland Realty, Inc. ("Roland") as well as other contractors perform cleaning, maintenance, repair and similar services at Owners property, including the Leased Premises. Lessee acknowledges that with respect to cleaning charges Roland maintains a schedule of flat rate charges for the most common and recurring cleaning tasks. Lessee further acknowledges that this schedule is available for inspection at Roland's offices during regular business hours. Lessee understands and agrees to pay cleaning charges incurred with respect to the Leased Premises to Lessor in accordance with this schedule. Lessee further agrees that any work not specifically provided for on the schedule (cleaning not on the schedule, maintenance, repair or other charges) and incurred with respect to the Leased Premises will be billed to and paid by Lessee in the sum billed to Lessor by Roland or other contractors performing such services.

Any notice required from Lessor to Lessee in connection with this Lease shall be emailed to the address provided to the Lessor on the Tenant Data Form. Any notices sent from Lessor by email shall be considered valid and effective upon transmission to the last such email address provided by Lessee. Lessee is responsible to provide Lessor with his/her current email address during the term of the Lease.

2. FURNISHINGS: Lessor agrees to furnish the leased premises with the following: «**Furnishings**»
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, 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 occupancy and to the possession and consumption of alcohol and drugs. The Leased Premises is to be occupied by only those persons whose names appear hereon as Lessee. Guests and invitees are only permitted in the Leased Premises in conjunction with the presence of the Lessee that invited said invitee or guest. Lessee is not permitted to have overnight guests more than 3 nights per week without the written consent of the Leased Premises roommates and Lessor. 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 Common Areas and/or 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 Leased Premises 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.**

Lessee agrees that this lease, 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. Lessor will not authorize the sublease agreement unless the Lessee's rental balance is zero. Unauthorized subtenants will not be granted access to common area amenities including but not limited to pool decks, hot tubs, grills, fitness centers, and club rooms

5. «Internet_Clause»
6. UTILITIES: Lessee agrees to contact all the applicable utility companies before occupying 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. Lessor shall provide and pay for «**Utilities**» for the leased premises. Lessee hereby authorizes the Ameren Company to provide a utility consumption report to the Lessor at any time and without further written authorization.
7. MAINTENANCE: Lessor agrees to maintain the Leased Premises in accordance with all applicable building and maintenance codes and further agrees to promptly perform all reasonable repairs to the Leased Premises, appliances, and furnishings, at Lessor's sole expense, except damages caused by the negligence of Lessee or Lessee's agents or guests. Lessee will be charged a \$75.00 lock out fee for after hour calls before 9 PM and \$90.00 after 9 PM.
8. PEST CONTROL: Lessor agrees to provide for the extermination of insects, rodents, and vermin as necessary upon the request of the Lessee.
9. BUILDING AND GROUNDS: Lessor will cause the Leased Premises to be generally cared for, and will provide for the maintenance of the landscaped areas, accidents and unavoidable delays excepted.
10. KEYS AND LOCKS: In the event unit keys are lost or misplaced, Lessor will rotate the locks and the lessee will be charged \$90.00 for the lock rotation for each cylinder, \$10.00 for any missing key, and \$35.00 for a missing key fob and/or garage door opener. Duplicated keys will not be accepted. Each Lessee is permitted one set of keys for the Leased Premises at a time.
11. 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 Leased Premises that would be objectionable to other Lessees or Lessor. **Specifically after 12:00 A.M. Sunday through Thursday and after 1:00 A.M. Friday and Saturday, it is agreed that there will be no "parties" and no stereo or conversation loud enough to be heard in the common hallway or adjacent apartments.** The breach of this covenant shall be deemed a material breach of this lease agreement. In the event that there is a "gross noncompliance" with this express covenant Lessor will charge Lessee, and Lessee agrees to pay Lessor within seven days of notification a \$150.00 fine per occurrence. "Gross noncompliance" will be considered to have occurred when a police verification of the occurrence exists by virtue of an official police report or other official record of said event.
12. COMMON AREAS: Use of common areas ("Common Areas") (defined as the grounds and areas of the Building not including the Leased Premises) shall be governed by these RULES AND REGULATIONS and any Policies posted on the Building or in the Common Areas and shall be used at the risk of Lessee and Lessee's family and guests. No guest shall be permitted within the Common Areas unless Lessee is also present. Lessee hereby agrees to indemnify Lessor and holds Lessor harmless against all claims (including attorney's fees) for personal injury sustained by Lessee and Lessee's family and/or guests in their use and enjoyment of the Common Areas. Glass containers pose a serious risk of injury and are prohibited anywhere in the common areas.

In order to use Common Areas, Lessee agrees that:

- a). Lessee shall not permit any guests to use Common Areas without Lessee present;
- b). Lessee shall use Common Areas in a prudent manner, consistent with the customary use of the Common Areas;
- c). Lessee shall not use Common Areas in a manner which is offensive or dangerous to Lessee or any users of Common Areas;
- d). Lessee will follow policies as established by Lessor in connection with the operation of Common Areas;
- e). Lessor shall have the right to discontinue providing any or all recreational Common Areas at any time and for any reason;
- f). Lessor may not provide attendants or supervision of any kind for Common Areas;
- g). Lessor has made no representation (i) that Lessor's representatives have any expertise in the operation of Common Areas, (ii) that the Common Areas are fit for any particular purpose or (iii) as to the physical condition and operation of Common Areas; and
- h). USE OF COMMON AREAS BY LESSEE SHALL BE WHOLLY AT LESSEE'S OWN RISK.
- i.) Garbage and other rubbish shall not be placed in the common areas. Lessee may be invoiced \$15.00 per trash bag left in the building's common areas.

In connection with Lessee's use of Common Areas, Lessee is responsible for:

- (i) payment for damages or costs to Lessor from any claim based upon the acts of Lessee or OCCUPANT or Lessee's guests (which are prohibited from using Common Areas); and

- (ii) the legal costs of defending Lessor if any claim is made against Lessor because of the acts of Lessee or Lessee's guests (which are prohibited from using Common Areas). Lessor has the right to choose the attorney who will represent Lessor.
13. **LIMITATION OF LIABILITY:** It is agreed that Lessor shall not be held liable for damage if Lessor cannot give possession of the Leased Premises on the day herein specified; Lessor however, will credit Lessee with an amount of «Daily_Rent» per day for every day Lessee is prevented from possession of the Leased Premises, 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. Lessee agrees to make rent payments as scheduled while prevented from possession. In the event the Lessor cannot give possession of the Leased Premises sixty (60) calendar days after the aforementioned lease start date, this Agreement is voidable by either the Lessor or Lessee with five days written notice. Written notice sent from Lessor will be sent to the said Security deposit recipient's permanent address. 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 Leased 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.
14. **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 Leased 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 Leased Premises 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 Leased Premises at the time of Lessee's at the time of Lessee's possession. Lessee covenants that Lessee will keep said Leased Premises in good repair and will keep said Leased 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.
15. **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 accepted, and shall return all keys for the same. 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 Leased Premises to Lessor and failing to do so, to pay as liquidated damages, for the whole time such possession is withheld, the sum of «**Double Daily Rent**» per day, such sum being twice the daily Unit 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.
16. **MANAGEMENT-INSURANCE CARRIER:** Roland Realty, Inc. is the Agent responsible for managing the Leased Premises. Their office is 901 S. First Street, 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. Their address is 118 S. Race Street, Urbana, IL 61801 and their telephone number is (217) 367-4011.
17. **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 party's intent that these remedies shall be cumulative and not exclusive.
18. **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 an 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.
19. **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 Leased Premises, with process of law, and repossess the same from Lessee; 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 Leased 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, Leased Premises 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. Lessee agrees that Lessor may re-enter the common areas of the Leased Premises in connection with a default as above described not only by Lessee but by any of the other tenants (Roommates) to the extent necessary to effect the termination of their right of possession or their lease.
- 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 ejection, 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 Leased 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 Leased 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.
20. **PAYMENT OF COSTS:** Lessor and Lessee hereby acknowledge and agree that if either Lessor or Lessee shall at any time be compelled to pay or incur any sums of money for expenses, court costs, collection agency or collection services expenses and charges or reasonable attorney's fees in an attempt to enforce any provision of this lease or collect any sum due hereunder, then the sum so paid or incurred 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. Lessee agrees that if Lessee fails to pay any sum due hereunder and Lessor submits the account to a collection agency or service for collection that the Lessee shall also be responsible for the payment of the collection agency or service charges that are typically 35% of the account balance.
21. **LOSS BY FIRE:** Lessee agrees that in case the Leased Premises shall be rendered untenable by fire or other causality, Lessor, may at the Lessor's option, terminate this lease agreement or repair said Leased Premises within (30) days. If Lessor does not repair said Leased Premises within said period, or if the Building containing said Leased 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 damaged to Lessor's property, including but not limited to damages for loss of income from Lessor's apartment(s) or other property, other than that leased to Lessee, if such other apartment(s) 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 Leased Premises leased to Lessee.

22. **TERMINATION FOR CLEAR AND PRESENT DANGER:** If Lessee creates or maintains a threat constituting a clear and present danger to the health or safety of other tenants, Lessor, or Lessor's employees or agents, then Lessor shall have the right to recover possession of the Leased Premises pursuant to the provisions of the applicable state law. Investigation of alleged incidents may also be reported to the University of Illinois and Parkland College. A "clear and present danger" shall include, but is not limited to, any of the following activities of Lessee or any person on the Common Areas and/or at the Leased Premises with the consent of Lessee:
 - a) Physical assault or the threat of physical assault.
 - b) Illegal use of a firearm or other weapon, the threat to use a firearm or other weapon illegally, or possession of an illegal firearm.
 - c) Possession of a controlled substance.
 - d) Unlawful use of Leased Premises.
23. **ABANDONED PERSONAL PROPERTY:** Any personal property at the Leased Premises after Lessee has vacated shall be deemed abandoned by Lessee and Lessor shall have no responsibility therefore whatsoever. In the event that Lessor holds the property for any period of time following the termination of this lease agreement, Lessee shall pay Lessor all expenses incurred in connection with the removal of the property from the Leased Premises and reasonable disposal and storage fees. An "abandonment" shall include, but is not limited to, any of the following:
 - a) Lessee's absence from the Leased Premises for seven (7) consecutive days without notice to Lessor as provided herein with rent unpaid.
 - b) Lessee's surrender to Lessor of the keys to the Leased Premises without other written agreement between the parties.
24. **PLURAL SUCCESSORS:** The words Lessor and Lessee whenever 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.
25. **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.
26. **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.

RULES AND REGULATIONS

1. Lessee is fully responsible for the actions of his or her guests from the moment the guest enters the Commons Areas and/or Building until the guest leaves.
2. Possession of any weapon or ammunition is prohibited. This includes but is not limited to guns, swords and knives with the blade over five and a half inches. Possession of facsimile weapons is also prohibited. This includes but is not limited to pellet guns, air soft pistols and B.B. guns. Serious injury has occurred in situations where facsimile weapons have been mistaken for actual weapons.
3. Smoking is prohibited inside the Leased Premises at all times.
4. Lessee will not store or bring any hazardous or illegal materials on the Common Areas or Leased Premises or use the Common Areas or Leased Premises for any hazardous or illegal purposes.
5. Behavior that negatively impacts others' quiet enjoyment of the Common Areas and/or Building is prohibited and considered a material breach of lease. Lessor will give lessee written notice of such breach, whereas the lessee must not engage in the same behavior again in order to avoid eviction.
6. Lessee agrees not to paint 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 written permission and supervision of Lessor; and agrees not to remove any of Lessor's furniture nor remove any window treatments provided by the Lessor. Lessee also agrees not to install permanent or semi-permanent curtains, drapes, blinds, shades or other window treatments on any windows in the aforementioned Leased Premises.
7. 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.
8. Pictures may be hung from the painted walls only by means of picture hooks and nails made for that purpose. Lessee agrees not to drill any holes nor apply any adhesives or adhesive tapes to any drywall or concrete surfaces.
9. The Leased Premises is to be occupied by only those persons whose names appear hereon as Lessee. Guests and invitees are only permitted in the Leased Premises in conjunction with the presence of the Lessee that invited said invitee or guest. Lessee is not permitted to have overnight guests more than 3 nights per week without the written consent of the Leased Premises roommates and Lessor.
10. If Lessee leaves the Leased Premises 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 and notify the Agent that the Leased Premises will be vacant. Lessee shall be liable for any damage caused by freezing water pipes by failing to comply with this regulation.
11. 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.
12. 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.
13. Lessee hereby acknowledges that all gas and charcoal barbeque grills and patio torches are strictly prohibited on balconies and patios by City of Champaign ordinance. Lessee agrees not to store personal items on any outdoor porch except outdoor furniture. It is agreed that Lessor shall have the right to remove barbeque grills and any other of 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. There will be a \$150.00 fine assessed for any violation of this rule. The Lessees further agree that they will be responsible for any property damage or bodily injury liabilities and responsibilities arising out of the violation of this rule.
14. Lessee agrees to test the smoke detector on the Leased 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 or any part of the building fire safety system is deactivated or tampered with, and will be responsible for any repair or replacement costs as a result of tampering.* Testing and reporting non-operating detectors shall be Lessee's liability.

