

BAILEY APARTMENTS LEASE

THIS LEASE, made the _____ day of _____, _____ by and between BAILEY APARTMENTS, 911 W. Springfield, Urbana, Illinois, Lessor, and

_____ Lessee(s)

WITNESSETH:

1. That Lessor does hereby lease to Lessee the premises known as Apartment No. _____ Urbana, Illinois, to be occupied by Lessee as a residence only, for a term starting on the 21th day of August, 2010, at 10:00 noon and ending the 8th day of August, 2011, at 12:00 noon.
2. That Lessee hereby agrees to pay the Lessor the sum of \$ _____ as rent for the above-described premises, payable in monthly installments of \$ _____, the first of said monthly payments being due on the starting date of this lease, and each later payment on the 1st day of each month of the lease until the full rent is paid. Said payments are to be made to Lessor at P.O. Box 2337, Station A, Champaign, IL 61825-2337, dropped off at the office at 911 W. Springfield, Urbana, IL 61801, or wherever designated in writing by Lessor. A rental payment shall be in default and shall increase by 5%, to reimburse Lessor for the added costs of late payment, if not paid by 5:00 P.M. on the 5th day of the month. Lessee shall incur a surcharge of \$25.00 for any check refused payment by Lessee's bank for insufficient funds.

8/21 DUE \$ _____ 9/1 & thereafter DUE \$ _____
- No person, other than those named above, shall live on said premises or stay overnight thereon for a period of more than 7 consecutive nights without prior written consent of Lessor, which said consent shall not be unreasonably withheld. Guests will be considered occupants if they can not prove they live elsewhere.
3. That Lessee has examined the premises and is satisfied with the condition thereof. Lessee agrees that, at the expiration of the lease, he shall clean the premises and all of its furnishings. Lessee agrees to pay for any painting, repair, replacement of smoke alarm batteries, damage, or cleaning that is required of Lessee, and hereby deposits \$ _____. This damage deposit shall be refunded to Lessee within 30 days of the expiration of the lease, if no rental or utility payments, nor late charges are due and owing to Lessor and no damage has been done to the leased premises beyond normal wear and tear. The damage deposit shall not stand for payment of rent due. Lessor will make sure carpets are professionally cleaned prior to start date of lease. Lessee will be charged \$ _____ to have the carpets cleaned after move out unless a receipt is provided by a legitimate company for having the carpets cleaned upon turning in your keys.
4. This lease shall not be assignable by Lessee nor shall he sublease any portion of premises without the prior written consent of Lessor. In the event of a sublet, Lessee shall pay Lessor for his costs.
5. That Lessor shall have full and free access to the premises for the purpose of making any needful repairs or maintenance which said Lessor may see fit to make. Lessor shall have the right to enter and show said premises and to affix signs "For Rent," in such places as the Lessor shall determine. Each Lessee acknowledges that the parties have hereby mutually consented to the Lessor entering the demised premises for the purposes of repair and inspection, upon 24 hours advance notice.
6. That Lessee shall pay cost of all utilities used by them in conjunction with the use of these premises during the term of this lease, they will be charged a \$15.00 fee for each utility bill that lessor pays on behalf of the lessee. Lessee also agrees to pay \$180 per person at move in for sanitary sewer tax charges the City of Urbana Recycling charge, the City of Urbana Inspection fee and Snow Removal. CO/Smoke Detector. Lessor provides CO/smoke detectors for the demised premises in normal operating condition at the commencement of the lease term. Lessee agrees to test the CO/smoke detectors on the premises periodically and immediately notify Lessor in writing if said CO/smoke detectors are ever found not functioning properly. Lessee agrees not to tamper with the CO/Smoke detectors, nor to deactivate the detectors or remove the batteries therein. Lessee shall incur a \$50.00 charge, plus parts, if, in fact, the CO/smoke detectors are deactivated or tampered with. Testing and reporting non-operating detectors shall be Lessee's liability. Lessee agrees not to store or place any items on or near heating units or hot water heaters.
7. Each Lessee is provided with one apartment key. Each apartment is provided with one mailbox key Additional keys are available at the office with a deposit of \$20/key, refundable when the additional key is returned. Lessor is entitled to a "locksmith" fee of \$50.00 (except during office hours) for opening the premises when Lessee has lost his/her key and shall pay the cost of lock changes if all keys are not returned. Said fee shall be payable at time service is rendered.
8. That in the event Lessee shall default the payment of the rent hereunder, or any part of it, or in any of the covenants or agreements in the lease, the Lessor shall have the right and option to declare the entire unpaid amount of the annual rent immediately due and payable, and in such event, Lessor may enter upon said premises with process of law, and repossess the same, and distraint for any rent that may be due thereon. After such default shall be made, the Lessee, and all persons in position under Lessee, shall be deemed guilty of forcible detainer of said premises under the statute, and Lessor may avail himself of all remedies under and by virtue of such statutes.
9. Lessee shall not suffer nor commit any waste in and about said premises, nor the building of which they are a part of the furnishings therein, and shall keep the premises together with the fixtures and furnishings therein and appurtenances, in a clean, sightly, and sanitary condition, and in good repair and free from vermin and rodents, and shall yield the same back to the Lessor upon termination of this lease, by expiration of the term, or in any other manner, in the same condition, except as repaired or altered by Lessor, as of the date of the execution hereof, loss by fire and reasonable wear and tear excepted.
10. In case said premises shall be rendered untreatable by fire, explosion or other casualty, Lessor may, at his option, terminate this lease or repair said premises within thirty days. If Lessor does not repair said premises within said time, or the building containing said premises shall have been wholly destroyed the term hereby created shall cease and determine.
11. In the event of a default by Lessee hereunder, Lessee agrees to pay Lessor's reasonable Attorney's fees. If Lessor defaults, he will pay Lessees reasonable attorney's fees.
12. That no unlawful practice or commercial use shall be allowed in or on said premises nor shall the same be used for any purpose which will injure the reputation or credit of the premises or of the neighborhood. No waterbeds and no house pets If Lessor finds a pet on premises, Lessee hereby agrees to pay a fine of \$100.00 and an additional \$25.00 for each additional day the pet remains on the premises. This fine shall apply in all cases, even those where tenant is

"keeping" the pet for a friend or the pet is just "visiting" with a guest or visitor of the Lessee. If the pet remains on the premises for a period of 5 days or more from the date it is first observed by Lessor, then Lessee's right to possession shall terminate and Lessee shall vacate the premises immediately and pay all sums due hereunder, including rent and penalties for the balance of the term of this lease.

13. That should Lessee falsify any information contained on the Personal Information Sheet, which is attached to this lease and made a part hereof by reference, then Lessor shall have the right to declare this lease null and void and to terminate the tenancy hereunder. This lease is contingent upon Lessor's acceptance of a satisfactory Personal Information Sheet. A copy of Lessee's Driver's License and Student ID must be given to Lessor, international students must provide a copy of their passport/visa.

14. The acceptance of rent after it falls due, or after knowledge of any breach hereof by Lessee, or the giving of any notice or making any demand, whether according to any statutory provision or not, or any other act or waiver other than written waiver shall not be construed as a waiver of Lessor's right to act without notice or demand or of any other right hereby given to Lessor, or as an election not to proceed under the provisions of this lease. The rights and remedies of Lessor under this lease are cumulative, and the use of one or more thereof shall not exclude or waive the right to the of any other remedy.

15. That should the leased premises be vacated during the term of this lease by the Lessee, the Lessor may take immediate possession thereof for the remainder of the term. Recovery of the premises by Lessor, for any reason shall not relieve Lessee(s) of any obligation hereunder, and Lessor may let the premises to others upon such terms as he deems proper, and recover from Lessee sums due hereunder, less any amounts received from others for the use of the premises, for the remaining term hereof, after paying expenses.

16. All covenants and agreements of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of the Lessor and Lessee.

17. The words "Lessor" and "Lessee" used herein shall include the plural thereof and the necessary changes required to make the provisions hereof apply to corporations or men or women shall be construed as is made. The liability of Lessees hereunder is joint and severable.

18. FURNISHINGS INCLUDE: Refrigerator, range, microwave, ___couch, ___stuffed chair, ___end table, ___coffee table, ___lamps, ___dresser, ___full size bed, and ___dINETTE table and ___chairs, ___desk and ___chairs

19. Each Lessee, by initialing below, acknowledges that Lessor has provided him/her with a copy of the pamphlet "Protect Your Family From Lead in Your Home" (also available at <http://www.epa.gov/oppt/lead/pubs/leadpdf.pdf>.)

20. Each Lessee acknowledges that Lessor has provided him/her with a copy or summary of the City of Urbana Code pertaining to Landlord-Tenant relationships.

21 The parties understand and agree that the provisions of this lease providing for various fees and charges are the notice of charges required, if at all, under Sec. 12.5-14 of the City of Urbana Code pertaining to Landlord-Tenant Relationships.

22 Lessees hereby designate _____ as their agent to receive all refunds of damage deposit upon termination of this lease. Any change of designated agent to receive funds must be in writing by all lessee's.

23. Lessor hereby notifies Lessee that Lessor elects not to renew this lease at the expiration of its term. Nothing herein shall be deemed to prevent the parties from mutually agreeing, in writing, to the amendment of this paragraph.

24. Lessee's absence from the premises for five or more consecutive days with rent being unpaid shall be deemed an abandonment of the premises by Lessee. Upon abandonment by Lessee, Lessor shall have the right to re-enter the premises and act as lessee's agent to take possession thereof and to remove and dispose of any property therein located. Lessor shall not dispose of such property without first mailing to Lessee 30 day's written notice addressed to Lessee's last address known to Lessor. In the event Lessee fails to claim such property and pay for storage of same within such 30 day period, Lessor may dispose of such property as abandoned property.

25. Lessee agrees to comply with Lessors reasonable rules. A copy of the current rules is attached to this lease as Schedule A.

26. Lessor agrees to maintain the premises in accordance with all applicable codes and further agrees to promptly perform all needed repairs to the premises, appliances and furnishings, at lessor's sole expense, except damage resulting from Lessee's negligence.

27. Lessor shall provide monthly pest control services.

IN WITNESS WHEREOF, the parties have executed this lease agreement on the day and year first above written.

LESSEE: _____ LESSOR: BAILEY APARTMENTS
P.O. Box 2337, Station A
Champaign, IL 61825
(217) 344-3008

By: _____