

## Lease Contract

This lease is made to NAME and NAME hereinafter called Lessee(s) and Janet Bubin, hereinafter called Lessor, property located at 723 South Neil Street Unit ###, Champaign IL. 61820 for the term beginning on: **DATE**, and ending on **DATE at 5PM**, for **\$\$\$ per month**. Under the terms and subject to the conditions set forth in this lease. Lessee may submit a written request for renewal of the lease six months in advance of the end of the current lease. So long as the Lessee is in good standing and an agreement can be reached by Lessor and Lessee regarding the rental fee, renewal will not be withheld.

### **The Lessor and Lessee Agree:**

**Rent:** The Sum of **\$\$\$** is due on or before the first day of each and every month thereafter during the full term of this lease. Rent shall be dropped in the drop box next to the red entrance door.

Rent will only be accepted in the form of a single check, a money order, or cashier's check and money orders must be made out to **Janet Bubin**. Lessee agrees to pay all rent promptly, and unpaid rent will be considered delinquent after the 5th of each month. An initial late fee of \$25.00 plus of a fee of \$5.00 per calendar day will be charged due until the rent is paid in full. If a rent check is returned from Lessee's bank due to insufficient funds, rent shall be deemed delinquent and all late charges will apply in addition to a \$25.00 Insufficient Fund charge for each time the check is returned. Additionally, Lessee shall be liable for any incurred bank charges. After first delinquency, Lessor shall have the right to demand all rent payments be made in cash or by cashier's check.

**1. Security Deposit:** The Lessee agrees to pay Lessor a security and damage deposit in the sum of **\$\$\$**. Lessor will hold this deposit for the purpose of repairing damages incurred by Lessee, cleaning charges, late rent fees, lock out fees, attorney fees, or any other expenses incurred by Lessor in enforcing the terms of this lease. It is expressly agreed and understood that the security deposit is not an advance payment of the rent herein. Lessor and Lessee agree that the security deposit shall not in any way restrict Lessor from using any and all other remedies it may have under the terms of this agreement or under applicable law to recover damages against the Lessee for breach or default of this lease. Deposit shall be held and returned to Lessee in accordance with Illinois and/or local law within 30 days of the date that Lessor has actual knowledge that Lessee has vacated the premises. The security deposit is in no way to be construed by the Lessee as payment for other obligations (i.e. rent) contained in this lease, and in no event shall Lessee be entitled to the return of deposit prior to the expiration of this lease. Within 5 days after initial occupancy by the Lessee (date to be determined), a written Move-In Inspection Report of the dwelling unit shall be completed by the Lessee listing any and all deficiencies of the apartment and any furnishings, and signed by both the Lessor and Lessee with each retaining a copy. Lessee agrees to keep said premises in a clean, neat, orderly, and healthy condition at all times, without damage and abuse to the property, and to yield back premises to Lessor upon termination of this lease in the same condition of cleanliness and repair. Upon vacating the premises, a similar 723 S Neil LLC Move-Out Inspection Report shall be completed by Lessor and compared to the Move-In Inspection Report in order to assess the extent of any damage. Lessee(s) shall be liable to Lessor for the actual cost of repair,

replacement, or cleaning needed to restore the dwelling unit to the same condition as it was upon Lessee(s)' taking possession, normal wear and tear excepted.

**2. Use:** Premises shall be used as a residence and shall not be occupied by more than the person(s) named below as Lessees. No other person(s) may occupy the premises frequently enough to be considered regular occupants without the expressed written permission of the Lessor.

**3. Condition of Premises:** Lessee agrees to keep the premises in good repair and in a clean and sanitary condition and to return the premises to Lessor at the termination of this Lease or upon vacating said premises, in the same condition as received, reasonable wear and tear excepted. If damage other than reasonable wear occurs to the leased premises or furnishings, Lessee agrees to immediately notify Lessor of such damage. If damage was caused by the Lessee, his agents, guests, children, or pets, the cost of such repair shall immediately be paid to the Lessor by the Lessee, including the cost for repair or damage to other portions of the building, if any. Pictures are to be hung from the walls only by means of picture hooks or nails for such purposes. Hanging devices which, when removed, leave a hole larger than 1/16<sup>th</sup> of an inch is not permitted and subject to damage assessment. No double-faced tape or adhesive hangers may be used on walls or ceilings. Lessee is responsible for replacement of all batteries and light bulbs within unit.

**4. Utilities:** The Lessee is responsible for electric and water.

**5. Joint Liability:** Lessees' obligations shall be joint. All persons signing this lease, as "Lessee", shall be held jointly liable for all terms of this lease. Any one Lessee may be held responsible for the entire rental payment or for charges for damages to the leased premises caused or due from any other Lessee.

**6. Alterations/Repairs:** Lessee further agrees not to make any alterations, additions, or amendments to the premises including but not limited to painting and redecorating the leased premises without prior written consent of Lessor. Lessee shall not contract for repairs to the premises or its equipment, fixtures or furnishings without the prior written consent of Lessor except as provided under state or local laws.

**7. Lessee Responsibilities:**

- a) Lessee agrees to take all necessary precautions against freezing of water pipes (i.e.: by never lowering thermostat below 55 degrees during cold weather, vacation breaks, or weekends).
- b) Lessee agrees not to flush any item down the toilet, sink, tub or shower that could cause it to become stopped-up. If it should be necessary to have a plumber unstop any such appliance, Lessee shall be billed for the maintenance call.
- c) Lessee agrees to keep the premises in a clean and sanitary condition at all times.
- d) Lessee agrees to be responsible for their guest(s) behavior and any damages they may cause.
- e) Lessee agrees not to cause or permit any alterations or do any decorating without the written consent of the Lessor.
- f) Lessee agrees not to allow the accumulation of trash in the yard or driveway and to surrender the keys and possession of premises at the termination of this lease.
- g) Damage beyond normal wear and tear shall be deducted from Lessee's security deposit
- h) Lessees and their guests agree to refrain from acts or practices that unreasonably disturb or are a nuisance to their neighbors. Lessee agrees to keep noise levels reasonable particularly after 10:00 pm, Failure to comply shall be considered a breach of the lease agreement and Lessor may terminate this lease upon giving written notice to Lessee.
- i) Lessee agrees to notify the Lessor via email: info@kofusion.com, of any non-emergency repairs, emergency contact Janet Bubin 217-390-6685, or Roberto 217-418-8344.
- j) Lessee shall be responsible for any damage resulting from the failure to comply with any of the Lessee Responsibilities.
- k) Loss of entrance Key \$50.00
- l) Smoking indoor is not allowed (fine of \$1000.00) if smoking is detected and will be subject to eviction.

**8.** Lessee will get one free parking with assigned number

**9. Maintenance:** Lessee agrees to contact Lessor to report repair or maintenance problems. Lessor agrees to take care of repair or maintenance requests within a reasonable period of time. Lessor agrees to maintain the stove, refrigerator, microwave, dishwasher and the washer and dryer. Lessee is responsible for maintenance of battery-operated smoke alarms light bulbs. This means that the Lessee is responsible for regular inspections to make sure that the smoke alarm has fresh batteries and is fully operational. All window treatments are the responsibility of the Lessee.

The washer and dryer are the responsibility of the Lessee.

**10. Abandonment and Disposition of Property:** Five or more consecutive days absence by Lessee from the leased premises with rent being unpaid, or removal of a substantial portion of Lessee's personal property with rent being unpaid shall give Lessor reason to believe Lessee has vacated or abandoned the premises with no apparent intent to return and shall be deemed to be abandonment by the Lessee. Upon abandonment, the rent for the entire term shall become at once due and payable. Lessor shall also have the right and option to re-enter premises, and act as Lessee's agent to take possession, to remove and dispose of any and all personal property pursuant to law, to re-let the premises, and to apply the proceeds received

from such re-letting toward the payment of Lessee's rent under this lease. Such re-entry and re-letting shall not discharge Lessee from liability for rent herein nor from any other obligation under the terms of this lease. All property removed from the premises by Lessor shall be handled, removed, and stored by Lessor at Lessee's risk, and expense, provided; however, that Lessor shall use reasonable care to prevent any damage to such property. Lessor shall be entitled to a reasonable storage fee. Lessor shall dispose of all such property not claimed by Lessee within thirty (30) days and Lessor is hereby relieved of all liability for doing so. Lessor shall notify Lessee at Lessee's last known address at least thirty (30) days prior to the date Lessor intends to dispose of such property. Removal of property during University of Illinois holiday periods shall not be treated as an abandonment by Lessee so long as rent is paid in a timely fashion to Lessor.

**11. Absence from Premises:** Lessee agrees that should the house be vacant for one or more days when freezing weather may occur, Lessee shall leave the heating system on with the thermostat set at a minimum of 55 degrees. Lessee acknowledges that Lessee will be liable for all plumbing repair and resultant damage caused by freezing water pipes because of failure to comply with this provision.

**12. Entry:** Lessee agrees to allow Lessor access to leased premises for the purpose of examining or exhibiting the same, or making any improvements to said premises which Lessor may see fit to make; however, Lessor agrees not to enter premises for any other purpose except in an emergency or to rectify requested maintenance, and to respect the tenant's privacy by keeping such visits to a minimum. Lessor shall attempt to contact Lessee by phone at least 24 hours prior to exhibiting unit to future tenants and to restrict such showings to the hours of 10:00 am to 6:00 pm. Requests for lock-out service for lost or misplaced keys will incur a twenty-five-dollar (\$25.00) fee in addition to any locksmith charges.

**13. Pets:** No pet(s) (excluding fish) are allowed upon the premises except with the Lessor's written permission. Lessee understands that the "no pets rule" also applies to pets of Lessee's guests or visitors. If Lessee has a pet(s) upon the premises without Lessor's written permission, Lessee shall be liable and held responsible for all appropriate charges, duties or obligations and a penalty of five hundred dollars.

**14. Pest Control:** Pest Control is on monthly.

**15. SubLease:** Lessee has the right to sublet leased premises only with the written consent of the Lessor, which consent shall not be unreasonably withheld. Any sublease or assignment of this lease shall not release Lessee from liability hereunder unless specifically provided in a written instrument executed by Lessor, Lessee, and Lessee's Sub-Lessee. Lessor shall not be obligated to consider any sublease request until it has received all relevant financial and lease application information which Lessor may require. A Fifty Dollar (\$50.00) Sublease Fee will be imposed by the Lessor to cover administrative costs associated with sublet. If Lessee desires Lessor's assistance in attempting to sublet, an Agent Fee of Five Hundred Dollars (\$500.00), in addition to the aforementioned Fifty Dollar (\$50.00) Sublease Fee, will be charged (plus any additional costs for advertising, etc.) only if Lessor successfully subleases said premises. No guarantee to sublease said premises is made by the Lessor.

**16. Insurance:** Waterbeds, without evidence of proper waterbed insurance provided to the Lessor, are not allowed on the premises. The Lessor neither provides nor carries any insurance to protect the personal property of the Lessee. The Lessee is encouraged to obtain renter's insurance, at their own cost and initiative, to protect their belongings.

**17. Holdover:** At the termination of this Agreement by expiration or otherwise, Lessee shall yield up immediate possession to Lessor. If Lessee fails to do so, Lessee shall, for each day or fraction thereof Lessee continues to occupy the leased premises, pay as additional rent a sum equal to double (200%) the amount of daily rent provided for herein. Lessee shall be additionally liable to the Lessor for any lost rents and for monies paid to the next occupants of the leased premises for reimbursement of meal and housing expenses, moving or storage costs, and any other damages, expenses, losses, liabilities, obligations, or remedies suffered by Lessor or next occupants due to holdover. Any and all charges to Lessee herein will be immediately due and payable without notice or demand.

**18. Breach of Lease:** If either Lessor or Lessee shall breach any provision of this lease, either party may pursue all remedies provided under the laws of the State of Illinois or the municipality, including eviction as provided by Illinois State Statute. In the event the Lessor incurs costs and/or legal expenses to enforce the covenants and agreements of this lease, the Lessee agrees to reimburse the Lessor for all reasonable costs and attorney fees, and the same shall apply if Lessee incurs cost to enforce the agreements contained in this lease.

**19. Key Accounting:** On the beginning date of your lease, you will be issued the following keys:

Apartment Door (2), Entry on first floor (2), Key Fobs (2).

**If all issued keys are not returned within one hour of lease termination, or if a key is lost, Lessee will be charged the actual cost of rekeying and/or replacing all applicable locks plus an additional administrative fee of \$25.00.**

**Key Fobs replacement will be at \$50.00 each.**

**20. Binding Contract:** The obligation of Lessee to pay rent as provided for in this lease during its full term, or any extension hereof, 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 will be terminated on a specified date, or any judgment for possession that may be rendered resulting in the termination of Lessee's rights to possession of the premises. All parties to this lease agree that the covenants, conditions and agreements herein contained shall be binding upon, and apply and inure to, their respective heirs, executors, administrators, and assignees. The lease and any and all written endorsements thereupon constitute the entire extent of the agreement between the Lessor and Lessee(s) pertaining to the leasing of these premises. No oral promises are binding on either Lessor or Lessee.

**21. Notices:** All notices and demands authorized or required by law to be given to Lessee may be served upon Lessee in person or by first class mail addressed to Lessee at the address of the leased premises.

Lessee(s) Name: \_\_\_\_\_

Lessee(s) Signature \_\_\_\_\_

Date \_\_\_\_\_

Lessor: \_\_\_\_\_

Date \_\_\_\_\_

Emergency Family or friend Contact:

Name \_\_\_\_\_ phone Number \_\_\_\_\_

Name \_\_\_\_\_ phone Number \_\_\_\_\_

**FOR EMERGENCIES REQUIRING IMMEDIATE ATTENTION, call (217) 390. 6685**

**UTILITY, INTERNET, CABLE INFORMATION**

**Ameren IP Service**

You are responsible for contacting Ameren IP at 1-800-755-5000 for the existing utility, Illinois American Water at 1-800-422-2782.

Effective on the 1<sup>st</sup> day of your lease. **The starting date for service needs to be your lease start date and not the date you plan to move in.** You should contact Ameren IP.

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Tenant Acknowledgement