



311 S. MAIN • NORMAL, IL 61761
PHONE (309) 454-2338 • FAX (309) 452-3714

LEASE

Apt. Address

Apt. Number

Dated

THIS AGREEMENT is made between YOUNG AMERICA REALTY, hereinafter referred to as AGENT for LESSOR and LESSEE.

I. PREMISES LEASED.

- A. AGENT agrees to lease LESSEE the premises known as
B. In addition to the lease of the unit, the following services and privileges are granted to LESSEE.
1. Refuse facilities.
2. General building maintenance outside of the suites.
3. Furnishings and appliances presently on property shall remain in the unit and under the control of AGENT.

II. TERM OF LEASE.

This lease shall begin on the 15th day of August, 2009, and terminating without notice on noon, May 8th, 2010. LESSEES will not be allowed to move in prior to the first day of the lease. LESSEE shall be denied access to the premises until all rent and deposits are current.

III. RENT.

- A. LESSEE agrees to pay as rent for the aforesaid premises and residence privileges the sum of \$... in 12 payments of \$... due monthly beginning 06/01/09 and ending 03/01/10...
B. Withdrawal or dismissal from the University shall not terminate the obligation of LESSEE hereunder and LESSEE shall be liable for aforesaid rents unless LESSEE provides a sublease suitable to AGENT as herein below provided.
C. Joint Rental Responsibility: each LESSEE shall be jointly and severally liable for all rental payments required by this lease.

IV. UTILITIES.

Lessor shall provide the following utilities: All additional utilities shall be provided by LESSEE at no expense to LESSOR. Lessee authorizes LESSOR to have utilities turned on in the name of the LESSEE. LESSEE shall keep heat high enough to prevent pipes from freezing. LESSEE shall supply their own light bulbs, shower curtain, and smoke detector batteries.

V. SERVICE FEE.

LESSEE shall, upon execution of lease, pay a service fee to LESSOR. The service fee is \$15.00 per person and is non-refundable.

VI. PROPERTY & PERFORMANCE BOND.

In addition to the payments set forth herein for rent, LESSEE shall, upon execution hereof, deposit with LESSOR and/or AGENT the sum of \$... per person (minimum \$300 per premises) to be applied against damage to any part of the premises leased hereby or the furnishing therein and to the common hallways, stairwells and other common areas contiguous to LESSEE's apartments, unpaid utility bills, keys not returned, unpaid rent, cleaning expense upon vacation by LESSEE, or any other expense or loss caused by LESSEE.

VII. USE AND CARE OF THE PREMISES.

- A. 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, nor use the premises for any purpose nor in any manner that will increase the insurance rate thereon.
B. LESSEE shall be liable for any damage to the premise or the furnishings and appliances within said unit.
C. Without limiting the activities or uses otherwise prohibited by this Lease, the following activities are specifically prohibited:
1. LESSEES shall not allow any pets or animals on the leased premises.
2. Tenant shall store all personal items and Landlord provided furnishings within the unit.
3. No pictures or other objects shall be hung or suspended within said unit, except with approved hooks or tacks.
4. LESSEES 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.
5. Padlock, chain locks or locks of any type on any door exterior or interior are prohibited except locks installed by LESSOR.
6. LESSEES shall not host any parties which exceed 20 people in number, and/or is considered to be a nuisance to those neighboring the location of the party.
7. LESSEES shall not cause any littering on or about the leased premises.
8. LESSEE may not make changes, temporary or permanent, to the unit nor install air conditioner without prior written consent of AGENT.
9. Cars shall be parked only in designated areas and shall not be driven or parked on grass or yard or sidewalk.
10. LESSEE is responsible for putting out garbage and returning cans to storage areas in compliance with Town regulations governing such actions.
11. If property is rendered uninhabitable due to fire or other cause, LESSOR shall not be obligated to provide housing for LESSEE.
12. No candle burning permitted.
13. No smoking is permitted in common areas of building.

VIII. DAMAGE TO LESSEE'S PROPERTY.

- A. LESSOR shall not be liable for any loss or damage to LESSEE's personal property caused by fire, theft, actions or omissions of other lessees or occupants, failure to maintain plumbing, water, gas, steam, appliance failure, electrical failure, or other pipes or toilets on the premises.
B. LESSEE covenant and agrees to make no claim against LESSOR, its agents, or employees for any damage, personal injury or loss of use occasioned thereby.

IX. SUBLETTING.

LESSEE shall not sublease these premises without first obtaining LESSOR's prior written consent. Subleasing fee is amount of \$100.00. Sublessee must have \$0.00 balance with Young America Realty at time of the sublease.

X. ENTRY

- A. The LESSEE agrees that at reasonable times the LESSOR or its agents may enter the premises for the purpose of inspection, cleaning, remodeling, or repairs or to show the same to prospective new tenants or buyers.
B. Lockout: a \$35 service charge will be assessed LESSEE if LESSOR is required to open leasehold premises at the request of LESSEE or governmental authorities.

XI. ATTORNEYS FEES:

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 minimum attorney's fees of \$600.00 plus \$150.00 per hour for legal fees in excess of 4 hours or forty percent (40%) of the total amount due from Lessee under this Lease, whichever amount is greater.

XII. SPECIAL PROVISIONS.

This contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no further written or oral understandings or agreements with respect hereto. Any changes and/or modifications to this contract must be made in writing and acknowledged by the signatures of the parties hereto.

The Property Performance Bond shall be held in the Lessors business account. Lessee waives money being held in an escrow account as otherwise provided for by law.

Article 3 of the Illinois Human Rights Act provides that it is a civil rights violation for a landlord to discriminate against a person because of Race, Color, Religion, Sex, National Origin, Ancestry, Age, Marital Status, Familial Status, Physical or Mental Handicap, Military Status, and/or Unfavorable Discharge from Military.

LESSOR: YOUNG AMERICA REALTY

By:

Table with 4 columns: LESSEE, \*TRANSFER S.D. INITIAL, and two empty columns for initials. Rows 1 and 2 for LESSEE.