



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

FOR OFFICE USE ONLY: Rollover: YES/NO
____ LESSEE/ ____ LESSOR Summer/Fall/Spring/Summer
Max Occ. _____ YA Agent Initials: _____

Address: _____

Unit Number: _____

– 2012-2013 LEASE –

Dated: _____

THIS AGREEMENT is made between YOUNG AMERICA REALTY, INC, as owner or agent for owner, hereinafter referred to as LESSOR and _____

_____, as LESSEE. The term "LESSEE" as used herein shall be considered to mean "LESSEES".

I. PREMISIS LEASED.

- A. LESSOR agrees to lease LESSEE the premises known as _____ No. _____, Bloomington/Normal, Illinois.
- 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 on property at the time that LESSEE takes possession of the Unit shall remain in the Unit and under the control of LESSOR.

II. TERM OF LEASE.

This lease shall begin on the 18th day of June, 2012, and terminate without notice on Saturday May 11th, 2013 by noon. LESSEE will not be allowed to move in prior to the first day of the lease, unless otherwise specified in writing between LESSOR and LESSEE. LESSEE shall be denied access to the premises until all rent and deposits are current. LESSEE shall vacate the Unit on the termination date and if they fail to vacate the Unit by said time they shall be liable for an additional \$1,000.00 in addition to Holdover Damages as allowed by Statute.

III. RENT.

- A. LESSEE agrees to pay as rent for the aforesaid premises and residence privileges the sum of \$ _____, in _____ payments of \$ _____ due monthly beginning _____ and ending _____, or as otherwise set forth herein in the "Special Provisions," which is attached hereto and by reference included herein. A late charge of 10% will be charged for payments not received in office of the LESSOR 5 days after due date. Upon breach of any term of this lease, all further lease payments are accelerated and become immediately due and owing.
- B. Withdrawal or dismissal from the University shall not terminate the obligation of LESSEE hereunder and LESSEE shall be liable for aforesaid rents and any other obligations pursuant to this lease.
- C. Joint Rental Responsibility: Each LESSEE shall be jointly and severally liable for all rental payments and any other obligations pursuant to this lease.
- D. Unpaid security deposit, late fees, damages and utility bills, including overage amounts, shall be deemed unpaid rent for the purposes of the statutory 5-day notice requirement for unpaid rent necessary for filing of a Complaint for Forcible Entry and Detainer and any payments received by LESSOR shall first be applied to these unpaid items.

IV. UTILITIES.

Lessor shall provide an allowance for the following utilities: _____ (Where E=Electric, W=Water, BC=Basic Cable, G=Gas, STV=Satellite Television, and I=Internet). Due to ongoing negotiations with LESSOR and Comcast, Basic Cable MAY not be included in this lease. If Basic Cable is removed from this lease, the utility allowance will remain the same and LESSEE will be responsible for securing their desired television package. LESSEE agrees that LESSOR has included a total of \$ _____ for the term of the lease for utilities which is included in the rent amount and is not refundable to LESSEE. This included dollar allotment does not adjust with changes in the cost of service from utility companies. LESSEE agrees that if this amount is exceeded, LESSEE will be responsible for any additional costs above that allotment. This amount will be tracked by LESSOR on a monthly basis and available to LESSEE upon request. LESSEE is responsible for paying all utilities not provided by LESSOR and shall make application in the name of one signatory herein for each utility not provided by LESSOR to start the first day of the lease term or move-in date and extend to the end of the lease term. LESSEE is responsible for connecting and canceling all utilities not included in the lease. If LESSEE fails to make application for such utilities, then LESSOR is authorized to have utilities turned on in the name of one signatory herein. LESSEE understands that temporary changes to the residence could result in increased utility consumption. Examples of these devices include, but are not limited to: additional air conditioning units, space heaters in the apartment, plugging in additional appliances such as mini refrigerators, etc. LESSEE shall keep heat high enough to prevent pipes from freezing. LESSEE shall supply their own light bulbs, shower curtain, and smoke detector batteries as needed.

V. PARKING.

LESSOR shall provide _____ parking spaces in a Circle one: Stickered / Numbered / Driveway / Other: _____ fashion which may be "stacked" parking as defined by Town of Normal Ordinances or Regulations. Cars shall be parked only in designated areas and shall not be driven or parked on grass, yard or sidewalk. Cars must be parked in compliance with Town Parking Ordinances. Cars that obstruct collection of refuse containers shall be towed at owner's expense. Ordinance violations and fines to LESSOR caused by LESSEE's actions shall be assessed to and paid by LESSEE.

VI. SERVICE FEE.

LESSEE shall, upon execution of lease, pay a service fee to LESSOR. The service fee is \$35.00 per person and is non-refundable.

VII. SECURITY DEPOSIT.

In addition to the payments set forth herein for rent, LESSEE shall, upon execution hereof, deposit with LESSOR the sum of \$ _____ per person (minimum \$300.00 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 apartment, unpaid utility bills, keys not returned, unpaid rent, cleaning expense upon vacation by LESSEE, or any other expense or loss caused by LESSEE. The security deposit received does not represent the limit of liability for the LESSEE. If charges exceed the security deposit received from LESSEE, LESSOR shall invoice LESSEE, and payment is due within 10 days of receipt of said invoice. Said security deposit shall be applied to any of the aforesaid losses related to the aforesaid Unit unless said damage is paid for prior to the end of the term. In that event or in the event there is no such damage, a refund of said security deposit shall be made to LESSEE at the end of the lease term. Such refund shall be made after inspection of the premises by LESSOR, and refunded as required by law. **The security deposit shall be held in LESSOR's business account and LESSEE waives the right to have security deposit held in an escrow account as otherwise provided by law.** LESSOR's assessment of any such loss or damage shall be binding upon the parties hereto. Any damage to the premises or furnishing, caused by LESSEE or guests, may be repaired immediately by LESSOR and paid for by LESSEE upon receipt of bill.

VIII. 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. Further, the use of the premises by LESSEE shall be in a manner consistent with the rights of other residents of said building in accordance with any Federal, State or Local laws or ordinances and so as not to cause undue disturbance. LESSEE will not allow any other persons to occupy said premises hereby rented for more than three days during the term of the lease. LESSEE shall be responsible for the actions of their guests. LESSOR shall not be responsible for the actions of other tenants or their guests.
- B. Each LESSEE shall be entitled to occupy one bedroom each in the Unit; if there are less signatories to this lease than bedrooms available in the Unit, then those open bedrooms shall remain empty until such time as any additional LESSEES filling the remaining bedrooms shall be approved and added to the lease by LESSOR and who shall be of the same sex as all of the other LESSEES in the Unit. However, if this is designated a "LESSOR FIND" lease then LESSOR shall have the option of choosing residents to fill the Unit to its maximum capacity.
- C. Upon discovery, LESSEE shall call maintenance to report running toilets or water leaks and broken air conditioning units.
- D. LESSEE shall not run the air conditioning or heat with the windows and/or doors open, or leave lights on continually.
- E. LESSEE shall be liable jointly and severally for any damage to the premise or the furnishings and appliances within said Unit. Common area damages will be assessed against all tenants of the building on a joint liability basis unless conclusive proof of responsibility can be determined. Upon termination of said Lease, the Unit including furnishings and appliances shall be left by LESSEE in a sanitary, clean condition, suitable for immediate lease to another tenant and any loss, cost or expense occasioned by LESSEE's failure to do so shall be paid by LESSEE.
- F. Without limiting the activities or uses otherwise prohibited by this Lease, the following activities are specifically prohibited:
 - 1. LESSEE shall not allow any pets or animals on the leased premises. Violations shall be cause for eviction. To avoid the filing of a Forcible Entry and Detainer action and at Lessor's discretion, the Lessee shall pay Lessor the sum of \$300 within ten (10) days of receipt of Lessor's Notice to Quit and permanently remove all such pets or animals.
 - 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. Gummed stickers and tape are not allowed.

1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ LESSEE'S INITIALS

Address: _____

Unit Number: _____

4. LESSEE shall not permit or allow any rubbish, waste materials or other products to accumulate upon premises and shall maintain the same in a reasonably clean condition at all times. LESSEE is responsible for putting out garbage and returning cans to storage areas in compliance with Town regulations governing such actions.
5. Padlock, chain locks or locks of any type on any door exterior or interior are prohibited except locks installed by LESSOR.
6. LESSEE 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. Violations shall be cause for eviction. Illegal activities are prohibited at any time and shall be cause for eviction.
7. LESSEE shall not cause any littering on or about the leased premises. Excessive littering shall subject the lessee to a clean up fee of \$50.00 per occurrence at the discretion of the Lessor. Repeated incidents shall be cause for eviction. Lessee or guest shall not throw bottles, cans, or other items from balconies or windows. A \$500 fine per occurrence may be issued at the discretion of the Lessor, payable upon receipt of fine by LESSEE.
8. LESSEE may not make changes, temporary or permanent, to the Unit nor install air conditioner or paint the apartment without prior written consent of LESSOR.
9. If property is rendered uninhabitable due to fire or other cause, LESSOR shall not be obligated to provide housing for LESSEE.
10. Candle burning is discouraged by LESSOR and LESSEE undertakes the liability for any damage to the Unit and its contents, any other Unit and common areas in the building as a result of such candle burning.
11. No smoking is permitted in common areas of building. LESSEE's in violation shall be assessed and pay a \$100 Fine for each occurrence
12. Charcoal grills are strictly prohibited on the premises.
13. No signage or banners shall be displayed on the exterior of the property without LESSOR's written consent.
14. At LESSOR's discretion, LESSOR may accept a \$500.00 payment from LESSEE within ten (10) days of LESSEE's receipt of a 10-Day Notice for a lease violation, and in consideration of such payment allow LESSEE to retain possession of the Unit.

IX. 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 covenants and agrees to make no claim against LESSOR, its agents, or employees for any damage, personal injury or loss of use occasioned thereby as a result of LESSEE's own negligence.

X. SUBLETTING.

LESSEE shall not sublease these premises without first obtaining LESSOR's prior written consent. Each LESSEE shall pay a subleasing fee in the amount of **\$100.00** and additionally have a **\$0.00** balance with LESSOR at the time of the sublease.

XI. ENTRY.

- A. The LESSEE agrees that at reasonable times the LESSOR or its agents may enter the premises for the purpose of inspections which includes those necessary and required by city Ordinances, cleaning, remodeling, or repairs or to show the same to prospective new tenants or buyers. LESSOR may paint apartment with one day notice to LESSEE.
- B. Lockout: a \$45 service charge will be assessed to and paid by LESSEE if LESSOR is required to open leasehold premises at the request of LESSEE or governmental authorities.
- C. Re-Key Locks & Key Replacement: a service charge will be assessed to and paid by LESSEE if the LESSOR is required to re-key locks or provide replacement key for the Unit. A fee schedule may be made available at the LESSEE's request.

XII. 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 \$750.00 plus \$250.00 per hour for legal fees in excess of 4 hours or forty percent (30%) of the total amount due from Lessee under this Lease, whichever amount is greater. The aforesaid fees shall be due whether or not litigation is commenced by Lessor. The Lessee agrees to allow Lessor to pursue all legal claims and suits in the Circuit Court of McLean County, Illinois, thereby waiving any defense for lack of jurisdiction or venue in said suits, and to said jurisdiction of McLean County. The Lessor, attorney or debt collector is granted permission by lessee herein to request a credit report on Lessee and consents to LESSOR obtaining address and other information that may be used for the collection of any outstanding balance due to LESSOR by LESSEE.

XIII. SPECIAL FEATURES & PROVISIONS.

LEASE GUARANTEE AGREEMENT ("LESSOR FIND")

It is mutually agreed between LESSOR and LESSEE, that LESSOR accepts responsibility for placement of 0 residents (**MALE/FEMALE**) for the Unit. As a result, LESSEE's listed above shall still be jointly and severally liable for all of the payments due pursuant to this lease.

LESSEE's INITIALS 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____; LESSOR's INITIALS _____

***YOUNG AMERICA REALTY HAS A "NO CO-ED" POLICY**

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.

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, INC

By: _____

LESSEE:	DATE:	*TRANSFER S.D. INITIAL	LESSEE:	DATE:	*TRANSFER S.D. INITIAL
1. _____	_____		2. _____	_____	
3. _____	_____		4. _____	_____	
5. _____	_____		6. _____	_____	
7. _____	_____		8. _____	_____	