

GRANT VIEW APARTMENTS LEASE AGREEMENT

105 Grant Avenue Charleston, IL 61920

TERM BEGINNING:	TERM ENDING:	TOTAL OF 12 MONTHS PER THIS LEASE
SECURITY DEPOSIT: \$	MONTHLY RENT: \$	TOTAL RENT: \$
RENT REQUIRED FOR MOVE-IN: \$	MONTHLY RENT DUE ON THE 15TH EACH MONTH LATE FEE OF \$10.00 APPLIED IF NOT RECEIVED BY THE 22nd	

RENTAL PAYMENT: Lessees agree to pay the Lessor the total sum of \$ _____ for the entire term of this lease, payable in advance monthly installments on or before the **15th** day of each month in the sum of \$ _____ either by check, cashier's check or money order, payable to **GRANT VIEW APAREMTENTS. FIRST AND LAST INSTALLMENTS OF RENT ARE DUE UPON THE FIRST DATE OF LEASE TERM.**

LEESSEE: _____	LESSOR: GRANT VIEW APARTMENTS
LEESSEE: _____	_____
LEESSEE: _____	REPRESENTATIVE SIGNATURE
LEESSEE: _____	

105 GRANT AVENUE # _____ Charleston, IL 61920

<u>PRINT NAME</u>	<u>SIGNATURE</u>	<u>DATE SIGNED</u>	<u>DATE OF BIRTH</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

LESSEE(S) AND LESSOR HEREBY FURTHER AGREE AS FOLLOWS:

- Occupants:** Apartment shall be occupied solely and used by Lessee(s) for residence purposes only. Subletting will only be permitted with the consent of the Lessor. If Lessor agrees to sublet premises then Lessee(s) agrees to pay a \$50.00 subletting fee and your security deposit will be forfeited. No more than 4 person(s) may occupy the premises without the written consent of Lessor.
- Rents:** Lessee(s) shall pay Lessor, in advance, the monthly rent set for above, each in the month occurring during the term of this lease, without set-off deduction or counterclaim whatsoever. Lessee(s) shall pay the first installment of rent as printed above on the first day of the term lease. Rent is to be paid at Lessor's address (**4200 Cahokia Lane Charleston, IL 61920**) or to be put into the rent box at the apartments. All concurrent rents due on the same day as lease beginning date each month thereafter, unless otherwise specified. Payment of rent is the responsibility of lessees and failure to obtain or delays in obtaining financial aid shall in no way affect tenant's obligation to pay rent or tenant's liability for late fees.
- Deposits and Fees:** A security deposit in the amount of \$ _____ shall be paid to the Lessor within seven (7) days upon signing this lease to guarantee the performance of the terms of this Lease by Lessee(s) it being expressly understood that this security deposit will be returned to Lessee(s) within thirty (30) days after the Lease termination date, provided that no deposit refunds due to the Lessee(s) until Lessee(s) present proof of payment of water bill through the last day of the lease period. The parties expressly agree that this provision shall take priority over the provisions of the Security Deposit Return Act as set forth in 765ILCS 710 seq., if applicable. The Lessee(s) agree as a condition of a return of the security deposit to provide a self-addressed stamped envelope. The security deposit refund shall be decreased in the amount of any damage to the premises incurred during the term of the Lease excepting fair and reasonable wear and usage. The Lessee(s) will leave the premises neat and clean. The Lessee(s) shall be required to clean the Leased premises. Additional cleaning that must be done by the Lessor shall be charged to the Lessee(s) at the rate of \$25.00 per hour or part thereof. All cleaning charges shall be constructed as damages and shall decrease the amount of security deposit returned to the Lessee(s). The Lessee(s) remain liable for any damages in excess of the security deposit. Default or breach of any terms of the Lease shall also be construed to be damages and shall result in forfeiture of the entire security deposit. It is expressly agreed between Lessee(s) and Lessor that all other remedies that Lessor may have by

the terms of this agreement or under the law to recover damages against Lessee(s) for any breach or default in the terms of Lease and that the damage items stated herein shall not be constructed to in any way limit other damage claims. The Lessee(s) are liable for \$200.00 liquidated damages. Refund of any unused security deposit will be by check payable to all Lessee(s) jointly. Late payment of the security deposit is subject to late fees on the same basis as late rent payments as described in paragraph 10 of this lease. Late fees, keg charges, pet charges, roof charges, key charges, utility charges and any and all fees liquidated damages or charges are payable on demand if not paid upon demand then late fees of 1% per day shall accrue. This provision does not apply to late fees accrued for late rent.

4. Default of the Lease: In the event of a default or breach by Lessee(s) in any of the terms of this Lease, Lessor may, at Lessor's option, terminate this lease upon ten (10) days written notice to Lessee(s) delivered to the premises, addressed to Lessee(s), notifying Lessee(s) of Lessee(s) default in the terms of this Lease, and ten (10) days after such notice is delivered to the premises, Lessors, or its legal agent or representative, shall have the lawful right to enter into the premises, or any part thereof, either with or without process of law, to re-enter and repossess the same, and to distain and take possession of any personal property located therein for security for any rent or damages that may be due, and after thirty (30) days after such repossession, therein for offsetting any and all damages Lessor may sell or otherwise disperse of personal property located.

5. Vacate: In the event that the Leased premises shall be vacated during said term of Lease by Lessee(s), Lessor may take immediate possession thereof for the remainder of the term and in Lessor's discretion re-let the same and apply the proceeds on the amounts due from Lessee(s), and Lessee(s) to remain liable for the unpaid balance of the rent not recovered by subletting after payment of reasonable expenses incurred in such subletting by Lessor (advertising expenses, utility bills, etc.).

6. Fire Damage: In the event that the Leased premises shall be rendered untenable by fire or other casualty, Lessor may at Lessor's option terminate this Lease or repair said premises within thirty (30) days and failing so to do, or upon the destruction of said premises by fire or other casualty, the terms of this Lease hereof shall cease and terminate at no further liability to Lessor or to Lessee(s).

7. Construction: Lessees shall not alter or reconstruct or make improvements on the premises without written consent of Lessor and shall not contract the repairs to the premises or its equipment and fixtures and furnishings without prior written consent of Lessor. Lessee(s) understand that Lessor may engage in construction and or improvements either inside or outside of the property during the terms of the lease. Lessee(s) expressly agree that the Lessor may engage in such construction or improvements.

8. Late Fee: Late payment of rent shall result in a delinquency charge of the additional sum of **\$10.00** for each and every day after the day rent is due until such time as paid rent is on a current basis. Lessor hereby grants a **seven (7)** day grace period during which late charges do not apply. This late charge provision, however, shall in no way restrict Lessor's option to declare a default and proceed as otherwise provided for herein. The maximum late charge for a single month is \$300.00. Rents paid with a dishonored check shall result in the same late charges plus an additional \$20.00 charge for each dishonored check. If a check is returned for any reason, all concurrent payments must be made with cash, money order or bank draft from that point on.

9. Attorney Fees: The Lessee(s) agree to pay to the Lessor reasonable attorney fees incurred in the enforcement of this Lease or in the collection of damages under this Lease additional as liquidated damages, to be included on any judgment that may be rendered on this Lease. Lessee(s) also agree to pay to the reasonable attorney fees in connection with any unsuccessful claim against Lessor.

10. Leaving Upon Expiration Date: The Lessee(s) agree to vacate the property before or upon the expiration date of the Lease. If the premises are not vacated by or before the expiration date, the Lessee(s) agree to pay double the agreed monthly rent for each month or partial month during which the premises are not vacated by Lessee(s).

11. Minimum Heat Temperature: Lessees agree to maintain a minimum temperature of 50°F at all times during the heating season in all parts of the premises. At no time will the electric service be discontinued during the terms of the lease.

12. Keys: A **\$100.00** charge per key will be assessed for any keys lost or not returned to Lessor at vacation of the premises. This is based on the cost of replacement of re-keying and replacing key as well as time and labor involved with replacing /rekeying the locks. Lessees agree to return keys no later than the date of termination of the lease. Lessees agree to place keys on kitchen table in an envelope with tenants name on it.

13. Personal Property: Any personal property left in or on the Leased premises, will be disposed of or sold by the Lessor or his agent **thirty (30)** days after vacation of the premises. Any proceeds realized from the disposal or sale of such abandoned property will go to the Lessor.

14. Smoke Detector: If any malfunction or problem should arise, please notify our office. Under no circumstances are Lessee(s) to disconnect any smoke detector. Lessee(s) will be liable if your apartment is found to have a smoke detector taken down, you can be fined up to \$100.00.

15. **Ladders:** Lessees will not use portable ladder for anything other than emergency. If ladder is used, Lessee will inform Lessor in writing within 48 hours. Failure to notify Lessor will result in a \$100.00 fine.

16. **Utilities:** Lessee(s) shall be responsible for electric and water. Lessor shall be responsible for lawn care. This paragraph applies during the term of the lease even during times when Lessee(s) is not living in the leased premises. If Lessee(s) fail to transfer utility service into Lessee(s)' name or transfers service from Lessee(s) name to Lessor's name during the term of this lease (either voluntarily or due to non-payment of utility bills) then Lessee(s) agree to be liable for the utility bill in question plus 50% administrative fee which fee will be not less than \$100 nor more than \$1000.00.

17. **Lessee(s) shall be jointly and severally liable for any and all obligations and liabilities created by this lease agreement. THIS MEANS, AMONG OTHER THINGS, THAT EACH LESSEE(S) CAN BE HELD PERSONALLY LIABLE FOR DAMAGES CAUSED BY ANOTHER LESSEE(S) OR HELD PERSONALLY LIABLE FOR RENT WHICH IS NOT PAID BY ANOTHER LESSEE(S).**

18. **Cancellation of Lease:** Lessor has 14 days to cancel this lease based on results of checking credit references or other references. If Lessor cancels this lease then Lessor shall promptly refund any security deposit paid by Lessee to Lessor.

19. **Water Leak:** Lessee(s) agree to report any water leakage or other water related problems as soon as they become aware of such problems. Lessee(s) shall be liable for any damage or additional damage caused by such delay in reporting, Lessee(s) agrees to be responsible for any increased water usage caused by any leaks, reported or unreported by Lessee(s).

20. **Electric:** Lessee(s) agree to maintain electric service on the premises during the entire time of the lease. Lessee(s) specifically agree to be liable for any damage to premises or contents caused or as a consequences of lack of electric power including but not limited to damage to refrigerator or flooding caused by failure of sump pump to operate due to lack of power.

21. **Liability:** Lessee(s) agrees to be liable for any and all damages caused by Lessee(s) pet(s). Such liability is not limited to the amount of any pet deposit collected. Lessee(s) further agrees to indemnify or defense costs associated with any injury or damage caused by Lessee(s)'s pet. Lessee(s) agrees to clean pet waste form indoor and outdoor area immediately.

22. **Eviction:** The parties specifically agree that if Lessor evicts Lessee(s) for breach of lease or non-payment of rent Lessee(s) shall remain liable for obligation to pay rent or late fees as provided in this lease. Lessor has duty to make reasonable effort to re-let premises. The parties agree that once per week ads for five (5) weeks in the Daily Eastern News shall constitute reasonable and adequate effort on the part of Lessor to mitigate damages. This is due to the high cost of such advertising, the student nature of the property, and the seasonal rental market in Charleston. Lessee(s) agrees to be liable for costs of all advertising or other costs associate with re-letting premises. Lessor agrees to display a For Rent sign. If Lessee requests in writing landlord shall advertise to the extent requested by tenant provided that tenant tenders payment in advance for such advertising. The parties agree that ordinarily tenant will place such advertising due to the fact that students enjoy a substantial discount form DEN.

23. **Damages:** If premises are damaged by Lessee(s), guest of Lessee(s), (including uninvited guests) or other third partied (known or unknown) then Lessee(s) agrees to be liable for said damages.

24. **Pests:** Lessor agrees to treat premises for household pests during the first two weeks of the term of the lease if reasonably necessary. After two weeks treatment for pests shall be the liability of the Lessee(s).

25. **Carpet Cleaning:** Carpeting on the premises needs to be cleaned after the term of the lease. Lessee(s) agrees to have Lessor arrange for professional cleaning. Lessee(s) specifically agrees not to clean carpet themselves. This is due to the fact that carpet cleaners use "dirt attractants" and if not used in the proper manner and amount it can actually cause the carpeting to become soiled more quickly in the future.

26. **Signing of the Lease:** Upon signature of this lease by any or all of Lessee(s) or view lessees this lease becomes a binding contract regardless of whether other tenants or prospective tenants sign this lease and regardless of whether tenant or prospective tenants timely pay the security deposit or rent as provided for this lease. Any Lessee(s) or prospective Lessee(s) signing this lease are liable (and if more than one Lessee(s) jointly and severally liable) for all obligations created buy this lease regardless of whether other proposed or prospective Lessee(s) actually agree to sign or do actually sign this lease. This is due to the fact that upon signing the lease Lessor will remove property from the rental market.

28. **Guests:** Only the lessees signed below shall occupy the premises, if lessees have a guest for more than a two consecutive nights then Lessee(s) shall register guest. Lessee(s) and /or guest shall be charged and agree to be liable for an amount equal to the monthly rental amount divided by the number of Lessee(s) signed below and then pro-rated for the length of the stay for each guest. If Lessee(s) fail to register guest then Lessee(s) agree that guest shall vacate

the premises. In this case Lessee(s) agree to be liable for the monthly amount of the rent divided by the number of Lessee(s) multiplied by the number of months or part thereof which have elapsed since the beginning of the lease.

28. Relocation: In the need of a fire or flood in the building, the Lessor reserves the right, upon five (5) days written notice to relocate Lessee(s) to another equivalent apartment unit if the premises are located in a multi unit building.

29. Climate Control and Mold Prevention: Lessee(s) agree that is necessary for the resident to provide appropriate climate control, keep the unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the unit. Lessee(s) agree to clean and dust unit on a regular basis to remove visible moisture accumulation on windows, walls and on other surfaces as soon as reasonably possible. Lessee(s) agreed not to block or cover heating, ventilation, or air conditioning ducts in unit. Resident also agrees to immediately report to the Property Manager 1) any evidence of a water leak or excessive moisture in the units as well as any storage room, or common area. 2) Any evidence of a mold or mildew that cannot be removed by simply applying a common household cleaner and wiping the area: 3) Any failure of malfunction of the heating, ventilation or air conditioning system in the unit and 4) Any inoperable windows and doors. Residents further agrees that Resident shall be responsible for damage to the unit and Resident's property as well as injury to resident and occupants resulting from Lessee(s)'s failure to comply with the terms of this paragraph. Any mold which is reported more than 14 days after the commencement of the lease shall be the sole responsibility of the Lessee(s). Presence of mold in the premises at any time shall in no way affect the validity of this lease or tenant's obligation to pay rent as agreed.

30. Trespassing on the Roof: If Lessee(s) or guest of Lessee(s), licensees, invitees, and or trespassers enter upon the roof of the premises the Lessee(s) agrees to liquidated damages of \$200.00 per person entering upon the roof. Provided however that if such incident causes more than \$200.00 actual damage to premises then Lessee(s) shall be liable for the amount of actual damage. Lessee(s) agree to refrain from entering upon the roof in any manner whatsoever. Lessee(s) agree and understand that entering upon or walking upon the roof poses a risk of serious bodily harm or death, Lessee(s) agree to warn any and all guests, licensees, invitees, and or trespassers, of the serious risks associated with entering upon the roof. Lessee(s) further agree to indemnify Lessor for any all cost, attorney's fees, disbursements, expenses and liabilities arising out of or incurred by Lessor in connection with defending or attempting to dismiss any action for personal injury form a violation of this clause.

31. Invalidity of Provisions: The provisions of this agreement are intended to be interpreted and constructed in a manner so as to make such provisions valid, binding and enforceable. In the event that any provision of this agreement is determined by a court, arbitrator or tribunal to be partially or wholly invalid, illegal or unenforceable, then such provisions shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or if such provision cannot be modified or restricted in a manner so as to make such provisions valid, binding and enforceable, then such provisions of this deemed to be excised from this agreement and the validity, binding effect and enforceability of the remaining provisions of this agreement shall not be affected or impaired in any manner. If such invalid provision shall relate to occupancy level or familial status of lessees then such provision shall be modified by means of release of signatories to this lease in reverse chronological order in which such agreement was signed but only to the extent necessary to make such agreement valid and enforceable. Such remaining lessees shall be liable for rent payments by means of a calculation in which total rent under this lease is multiplied by a fraction in which the numerator shall consist of the remaining lessees and the denominator shall consists of the maximum number of occupants as set forth earlier in this lease.

32. Service: Landlord agrees to deliver premises to tenants in the same condition, less normal wear and tear, as on the date this lease is signed. Any improvements to the premises requested by tenants will require an upward adjustment in rent payments.

33. Lock-Out Service The Lessee(s) agrees to pay a charge of \$25.00 per occurrence for any lock out service.

34. Copy of the Lease: Lessees agree and understand that all lessees are entitled to a copy of this lease which may include information such as social security number, driver's license number, and student ID number as well as a copy of the students ID and Driver's License. Lessees agree that Lessor may provide a copy of this lease to any of the lessees or their parent's upon request. Lessees agree to indemnify and hold Lessor harmless from any liability, costs, or attorneys fees from any claim made in connection with providing this information.

35. School: Failure to attend Eastern Illinois University or Lakeland Community College for any reason including but not limited to failure or enroll, withdraw, expulsion, inability to gain admission or any other reason shall not terminate lessee's obligations.

LESSEE(S) REGULATIONS

The Lessee(s) agree to secure electric and water in their name(s) immediately upon the commencement.

The Lessee(s) are expected to keep the premises clean and damage free. Lessor reserves the right to make periodic inspection of the premises.

All motor vehicles shall be parked on the Lessee(s)'s driveway or parking area at all times. Lessee(s) shall instruct visitors to park their vehicles in their spaces. No vehicles will be permitted on the lawn.

The property is rented with a stove/oven, dishwasher, refrigerator, couch, loveseat, two end tables, coffee table, and kitchen table with four chairs. Each bedroom is furnished with a dresser and twin size bed frame, box spring, and mattress. No additional furnishings may be used inside our outside the premises unless written approval is given to Lessee(s) by Lessor with the exception of a microwave oven.

No swimming pools, horseshoe pits, or any games or activities that may cause damage to lawn may be set up on the property. Any such items will be removed and discarded by Lessor or his agent.

No sanitary napkins or other foreign objects shall be flushed down the toilet. In the event that a plumber is required to unclog a sewer, clogged by sanitary napkins or other foreign objects, the Lessee shall be responsible for all charges of the plumber.

No nails, tape, or any devices with adhesives backings (mirrors, hooks, etc.) shall be placed on walls, ceilings, doors, window frames, other woodwork, or any fixtures in the leased premises. Only push tacks and command hooks will be permitted to hang decorations in or on the property.

No pets shall be allowed on the premises at any time either inside or outside. If animal is not removed then Lessee(s) shall be liable for liquidated damages of \$200.00 for each day animal is not removed. If Lessee(s) is specifically authorized to keep a pet on the premises then Lessee(s) agrees that animal will not disturb other Lessee(s) through excessive noise or waste. If Lessor receives complaints from other Lessee(s), Lessor can request that animal be removed from the premises.

No plastic shall be attached over the windows or doors, either inside or outside.

No beer kegs will be permitted on the premises at any time. Lessee(s) is liable for \$300.00 liquidated damages per Keg

No grills allowed other than those provided on premises by lessor.

No smoking will be permitted inside apartments.

No climbing is allowed on any part of the building and its property.

No dart boards will be permitted on the premises inside or outside.

No loud parties to the extent of disturbing neighbors will be permitted. If such occurs, it will be cause for immediate eviction. No Lessee(s) misbehavior will be tolerated. This is cause for eviction. Lessee(s) agree that Lessees will not permit more than fifteen (15) guests (invited or uninvited) in or on the premises at any one time.

No indoor furniture on porch or in yard for more than 24 hours.

No paper, bottles, cans, or other debris in yard at any time. Bags of trash will not be left in front of the apartment doors, dropped and or placed at the bottom of the stairs to be picked up later. Lessee(s) is liable for \$30 per bag of trash not properly disposed of.

The premises shall be made available to Lessor and/or his agent for showing to re-let or sell. The Lessess(s) agree to keep the premises especially neat and clean during the time of showing.

SCHEDULE OF REPAIR COST

This schedule of repair costs shall apply unless actual repair costs are higher in which case actual costs shall be used. This schedule is intended to simplify the calculation process and to reflect lessor's additional costs which may not be apparent to lessee. For example in the case of a broken door lessor's manager must meet with repair contractor at the property. Contractor determines type of door, style, size, etc. Contractor orders door from supply house. Contractor travels to supplier and picks up door, travels to unit removes old door, changes door knobs, etc from old door, installs new door, and disposes of old door at some location. In addition door may need to be sanded, painted, and varnished. The parties agree and understand that Contractor typically will charge based on the time to perform all of these functions as well as for materials. The forgoing is an example only and included in this contract to reflect the intent of this agreement. All cost figures include disposal of old materials.

General			Bedroom		
Cleaning	\$20	per hour	Dresser	\$135	
Paint/ Drywall repairs	\$35	per hour	Mattress	\$95	Twin
Steam Cleaning Carpets	\$140	apartment	Box Spring	\$95	Twin
Carpet	materials	plus labor	Blinds	\$15	each
Linoleum tile	materials	plus labor	Screens	\$30	each
Kitchen			Bathroom		
Oven	\$450		Tub Repair	\$200	Min.
Dents	\$50	each	Shower head	\$50	
Drip pans	\$5	each	Shower faucet	\$100	
Oven parts	materials	plus labor	Toilet	\$150	
Refrigerator	\$500	plus labor	Toilet Seat	\$50	
Dents	\$50	each	Towel Bar	\$25	
Refrigerator parts	materials	plus labor	Towel Ring	\$25	
Dishwasher	\$250	plus labor	Toilet Paper Holder	\$25	
Dents	\$50	each			
Kitchen Sink damage	\$150				
Sink Faucet	\$100		Misc.		
Countertop	materials	plus labor	Front Door	\$350	min.
Cabinet Drawers	\$75	plus labor	Door Jamb	\$150	
Cabinet Doors	\$75	plus labor	Interior Door	\$150	min.
Garbage Disposal	\$100		Door Jamb	\$150	
Table	\$250		Vents	\$10	each
Chairs	\$50	each	Smoke Detector	\$35	each
			Lights bulbs	\$3	each
			Halogen light bulbs	\$6	each
Living Room			Compact fluorescent bulbs	\$9	each
Couch	\$300		Removal of trash	\$30	Each bag
Loveseat	\$250		Ceiling fans	\$100	Plus labor
Coffee Table	\$100				
End Table	\$50	each			

Payment	Due Date	Total Amount Due
Security Deposit	Upon Signing Lease	\$
August and July	August 15	\$
September	September 15	\$
October	October 15	\$
November	November 15	\$
December	December 15	\$
January	January 15	\$
February	February 15	\$
March	March 15	\$
April	April 15	\$
May	May 15	\$
June	June 15	\$
	Totals	\$