



COLLEGE STATION APARTMENTS, L.L.C. APARTMENT LEASE AGREEMENT & NORMAL MOTOR LODGE, L.L.C. EXTENDED STAY LEASE AGREEMENT

THIS APARTMENT LEASE AGREEMENT (the "Lease") is made this _____ day of _____, _____ by and between COLLEGE STATION APARTMENTS, LLC ("Owner"), Owner of the College Station Apartment Community (as hereinafter described, and _____ hereinafter referred to as "Resident", whether one or more). The Owner retains the right to employ or contract for the services of a manager or managers to act on its behalf and with its authority, which shall be recognized by Resident. Unless otherwise specifically provided herein, all duties or actions required by Owner may be performed by Owner's manager or other agent.

1. DEMISE. In consideration of the payment by Resident of the rental payments required to be paid hereunder as and when the same shall become due and the performance of all of the other covenants and conditions to be kept, performed and observed by Resident under this Apartment Lease Agreement, Owner hereby demises and leases the following premises ("premises") to Resident:

Apartment No _____ (a furnished _____ Bedroom _____ Bath), located at **9 Trader's Circle, Normal, IL 61761** in the College Station Apartment Community (the "Apartment Community") in the Town of Normal, IL 61761, in the County of McLean, together with the appliances and incidental property contained therein.

2. TERM. The term of this Lease shall commence on the _____ day of _____, _____ and shall expire upon close of business on the _____ day of _____, _____. If actual commencement of occupancy of the premises is delayed because of construction or the holding over of a prior resident, Owner shall not be liable to Resident in any respect for such delay, and this Lease shall remain in force, subject to the following: (1) the rent shall be abated on a daily basis during such delay, and (2) Resident may terminate this Lease by giving notice in writing to Owner no later than the third day of such delay.

3. RENT AND OTHER ADDITIONAL RENT. Resident agrees to pay Owner the sum of \$ _____ per month as rent. This sum is the total of the following: Base Rent \$ _____ Other Rent* \$ _____ Other Rent* \$ _____ *(identification of Other Rent) _____

The rent provided for herein shall be payable in advance, without offset, deduction or demand, on or before the first day of each month during the term of this Lease. Rent shall be payable at the Leasing Office, or at such other place or places as Owner may at any time or from time to time designate in writing to Resident. If Resident gives Owner two checks that are returned for non-payment during the term of this Lease, all future rent shall be payable by money order or cashier's check only.

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 made a part hereof by reference. All rents must be paid by check or money order; **no cash is accepted.** If a rental payment is not paid by the 5th of the month, the rent shall be increased \$25.00 on the 6th day of the month, and shall be increased an additional \$5.00 per day for every day thereafter in which the full amount remains unpaid. If Resident's check is dishonored by the bank, an additional service charge of \$35.00 will be assessed in addition to the accrued late charge, if any, from the 6th day of the month until the date on which the insufficient check is redeemed.

Any rental payments made by the LESSEE(s) or on behalf of the LESSEE(s) pursuant to the Lease shall not be refundable regardless of circumstances.

Withdrawal or dismissal from the University shall not terminate the obligation of LESSEE hereunder and LESSEE shall remain liable for all rents and any other obligations pursuant to this lease.

The following items, although not collected on a monthly basis, shall be considered additional rent under this Lease Agreement: damage charges; cleaning or trash disposal charges; charges for late payment of rent, including daily late fees; any fees for utility reimbursements; any and all fees and costs, including reasonable attorney's fees, which are incurred by Owner in any legal action against Resident, including but not limited to actions for eviction of Resident, forcible entry and detainer, or non-payment of rent by Resident; redecoration, administrative, application and listing fees.

The fact that Resident may occupy the premises prior to the term of this Lease as defined in Paragraph 2 above shall in no way affect the term of this Lease. Performance of all obligations, covenants and conditions shall be due from both Owner and Resident as of the move-in date.

4. USE AND OCCUPANCY OF PREMISES. The premises shall be used by Resident only as a private residence. The premises will be occupied only by the above-named Resident. Occupancy by any greater number is a violation of this Lease. Guests are permitted for a maximum of three consecutive days during the term of this lease, not to exceed six consecutive or non-consecutive days in any month for all guests. Resident must be present with all guests at all times.

Resident will have sole use of one bedroom and one bathroom in the premises. Resident understands and agrees that the living room, kitchen and all other areas in the premises are for the common use of Resident and any roommates. Resident and any roommate or roommates each have an equal right and interest in the use and occupancy of the living room, kitchen and all other common areas.

If Resident allows another person to occupy any unrented/vacant space in the unit, Resident will be responsible for the rent for that bed space.

Resident will be responsible for all costs associated with returning the unrented/vacant bedroom to its original condition. If the unit consists of more than one bedroom, Owner has the right, when any bedroom within the unit is unoccupied, to place a new tenant in the unoccupied bedroom unless Resident and all other residents in the unit agree to pay Owner, as part of his/her/their rent, the rent due and other charges due for such unoccupied bedroom. The fact that Resident and Resident's roommates may be in conflict with each other will not result in any termination of this lease.

Owner, in its sole discretion, has the right to place another individual into any vacant bedroom in the premises at any time. Owner does not guarantee the behavior or characteristics of any new individual being placed with Resident as a roommate. Owner is not obligated to notify Resident prior to a new individual occupying a vacant bedroom in the Premises. Owner is not responsible for scheduling, arranging, and or otherwise ensuring that Resident meet any roommate prior to that individual occupying the premises. Resident is solely responsible for Resident's interactions and conduct with other roommates and Resident agrees to demonstrate reasonable cooperation and respect towards Resident's roommates. Resident agrees to handle and any all possible disputes between Resident and one or more roommates without the assistance of Owner. Owner shall not be liable for any personal conflict between Resident and one or more of Resident's roommates. Owner is not responsible or liable for any claims, damages, or actions of any nature whatsoever relating to, arising out of or connected with disputes between roommates.

5. ROOMMATE SELECTION. Resident, may, but is not obligated to, complete a College Station Apartments Roommate Selection Profile at the time Resident signs the Lease for the premises. Resident understands that Owner may, but is not obligated to, use the information contained in the College Station Apartments Roommate Selection Profile in the event Owner elects to lease to another individual in the premises as Resident's roommate in accordance with the provisions of Section 4 of the Lease. Resident understands and agrees that no request, preference, or other information provided by Resident in Resident's College Station Apartments Roommate Selection Profile will revoke, limit, bar, or otherwise affect in any way Owner's right to lease another individual into any vacant bedroom in the premises. Resident understands and expressly permits Owner to make the information contained in Resident's College Station Apartments Roommate Selection Profile public to other individuals who are considering signing a Lease with Owner.

6. PETS ON THE PREMISES. No animals, birds or pets of any kind may be kept in or about the premises or elsewhere within the Apartment Community without the prior written consent of Owner, and then only on the terms and conditions prescribed herein or as otherwise prescribed by Owner. There is a \$500 non-refundable pet fee. In addition, Residents having a pet shall pay a pet rent of \$10.00 per month. A pet permit may be required and displayed on Resident's front door. Residents must not feed stray animals. If Resident or any guest or occupant violates pet restrictions (even without Resident's knowledge), Resident is subject to the charges, damages, eviction and other remedies provided in this Lease Agreement. If a pet had been in the apartment at any time during Resident's term of occupancy, Resident may be charged for de-fleaing, deodorizing, or shampooing to protect future residents from possible health hazards. Should replacement of carpet be necessary, Resident agrees to pay for replacement at full price upon being provided with photos of damage or statement of the carpet replacement contractor as to the existence and severity of pet odor. Owner reserves the right to exclude any type of pet it considers undesirable or dangerous, including dogs of any size or breed, from the Apartment Community. Resident acknowledges receipt of and agrees to the pet policies of the Apartment Community as outlined in the Pet Permit to be given to the Resident at the time of paying the pet fee. Owner reserves the right to amend its pet policies and to require Resident's compliance with such amended policies.

7. KEYS. Resident will be provided 1 apartment key(s), 1 bedroom keys, 1 mailbox key(s), and 1 other key(s) for Fitness Center. Keys must not be duplicated. A \$50.00 charge for replacing locks and keys shall be assessed if all keys to the premises are not returned to Owner.

8. UTILITIES, LIGHTS AND BATTERIES.

(a) **Utilities** Owner agrees, at Owner's expense, to furnish the following utility services to the premises:

electricity* water** sewer garbage collection Internet Access

Each utility service not provided at the expense of Owner (i.e., not checked above) shall be provided to the premises at Resident's expense on a separate metering and/or billing basis either directly from the utility provider or on a sub-metering, square footage or other billing basis by Owner. Resident agrees to pay all utility charges (including utility deposits) assessed by utility companies (or Owner in the case of utilities billed to Resident by Owner) in connection with the use of all utility services provided to the premises which are separately metered and/or billed to Resident during the term of this Lease, as such term may be extended, or the

____ (Initials)

period of occupancy of the premises by the Resident, whichever is longer. Furthermore, if the Resident fails to pay all utility charges assessed by utility companies in connection with the use of utility services for which Resident had herein agreed to pay, and Owner is assessed by the utility company for these utility services, then Owner may pay these utility assessments to such utility company and expect immediate reimbursement from Resident. Owner does reserve the right to put non-furnished utilities into Resident's name, in the event Resident has failed to do so. Owner may also provide the utility company Resident's forwarding address in the event the Resident has failed to do so prior to vacation of the premises. In the event Resident becomes delinquent in the payment of rent (or in the event Resident becomes delinquent in the payment of utility charges which are billed to Resident by Owner), Owner may, unless prohibited by applicable law, on not less than twenty-four (24) hours prior written notice, cause any utility services to the premises which are included within the rent (or which are covered by the unpaid utility billings) to be terminated, without liability of any kind or nature to Resident.

Owner shall in no event be liable for any interruption or failure of utility services required to be furnished by Owner to the premises or any damages directly or approximately caused thereby.

Owner may modify the method by which utilities are furnished to the premises and/or billed to Resident during the term of this Lease including, but not limited to, metering of the premises for certain utility services or billing Resident for utilities previously included within the rent. In the event Owner chooses to so modify utility service to the premises, Owner shall give Resident not less than thirty (30) days prior written notice of such modification.

*Owner's obligation to pay for electricity to the premises shall not exceed \$50.00 (IF IN 2 BEDROOM), \$50.00 (IF IN 4 BEDROOM) per month per occupant of the unit. Owner will cover up to \$125.00 in electricity per month for all one bedroom units, no matter occupancy. Resident agrees to be responsible for payment of all charges for electricity exceeding such amount.

** Owner's obligation to pay for water to the premises shall not exceed \$12 per month per resident. Resident agrees to be responsible for payment of all charges for water exceeding such amount, which will be billed out on a per capita basis.

(b) Lights, Batteries. Upon commencement of the term of this Lease, Owner shall furnish light bulbs and tubes of prescribed wattage for light fixtures provided by Owner, as well as functioning batteries in smoke detectors and/or carbon monoxide alarms; thereafter light bulbs, tubes and batteries shall be replaced by Resident, at Resident's sole expense. All bulbs, tubes and batteries, once installed, become the property of Owner and may not be removed at Resident's vacation of the premises. Owner may charge Resident to replace any missing or non-functioning bulbs, tubes or batteries.

9. WITHHOLDING OF RENT. Resident acknowledges and agrees that the entire monthly rent shall be paid on or before the due date each month during the term of the Lease, including the last month of occupancy.

10. MOVE-OUT PROCEDURES. When Resident moves out of the premises, an inspection of the condition of same shall be made after all of the personal effects of Resident have been removed. Resident should accompany Owner during said inspection with a prescheduled appointment to help resolve any problems that may arise. Failure of Resident to do so shall constitute a concurrence by Resident in Owner's assessment of charges for damages or cleaning. After inspection by Owner, appropriate charges will be assessed by Owner for any missing items, damages or repairs to the premises, or its contents (normal wear and tear excepted), including but not limited to insufficient light bulbs, discharged or missing batteries in smoke detectors and/or carbon monoxide detectors, scratches, burns or holes in the walls, doors, floors, carpets and/or furniture; and for cleaning the premises (including all kitchen appliances and bathrooms). A \$50.00 charge for replacing locks and keys shall be assessed if all keys to the premises are not returned to Owner. *It is understood and agreed that Owner may at any time and from time to time bill Resident for damages over and above normal wear and tear which are identified during occupancy. Damage charges must be paid with the next rent payment or within 15 days of billing, whichever occurs first. Any damages exceeding \$50 after move-out will be billed to Resident.*

11. FAILURE TO OCCUPY PREMISES. If, for any reason except for delay caused by construction, the holding over of a prior resident, or disapproval of the rental application, the undersigned does not take occupancy of the premises as provided for in the Lease, damages will be assessed for the amount of rent lost or any expenses incurred due to Resident's cancellation. Resident agrees that Owner may attempt to sublease the unit if all rental payment amounts due pursuant to the lease terms have not been paid by the possession date, and Resident shall remain liable for all rents not paid pursuant to the lease.

12. ACCEPTANCE AND CARE OF PREMISES. Resident has examined and accepted the premises. Resident shall have the right to report defects and damages to Owner, in writing, in the attached premises inspection form. The premises inspection form must be signed and delivered to the Owner within seventy-two (72) hours after Resident is given possession of the premises. Defects and damages not reported to Owner shall be presumed to have first occurred during Resident's occupancy of the premises. *Resident will be responsible for all such damage, including joint and several responsibility for damage to common areas of the premises.* Resident shall use reasonable diligence in care of the premises and shall maintain the premises in a safe and sanitary condition, including but not limited to the timely and proper disposal of all garbage. Owner may access the premises during reasonable business hours for the purpose of pest control treatment, and Resident may not interfere with such treatment. All alterations, additions and improvements made to the premises shall be at the Resident's sole cost and expense, shall be made only upon prior written consent of the Owner, shall become the property of the Owner, and shall be surrendered with the premises at the expiration or termination of the Lease. If alterations, additions and improvements are not to become part of the property, in Owner's sole discretion, said alterations, additions and improvements must be removed by Resident prior to Resident's vacation from the premises, at Resident's expense. The Resident shall not damage the premises in any manner, including, but not limited to, drilling holes, installing wall phones, running wires through or permanently affixing them to walls, floor or ceiling, or by changing or adding additional locks except by Owner's prior written consent. Resident will not remove Owner's fixtures, appliances, furniture, and/or furnishings from the premises for any purpose.

13. RULES AND REGULATIONS. Resident and Resident's family and guests shall comply with all rules and regulations now or hereafter promulgated by Owner for the Apartment Community, including, without limitation, the printed rules and regulations, if any, attached hereto and incorporated herein for reference for all purposes. Resident covenants to obey all laws and ordinances applicable to the premises and to engage in no activities in or on the premises or the Apartment Community of an illegal nature, purpose or intent. Resident further covenants that his family, agents, invitees, or guests shall never be disorderly, boisterous or unlawful and shall not disturb the rights, comforts, and conveniences of other residents of the Apartment Community, and Resident shall be responsible for the conduct of Resident's family, guests and/or visitors on the premises and in the common areas. The Owner reserves the right to amend and/or modify the rules and regulations of the Apartment Community at any time. Owner will notify Resident of said changes or amendments to the rules and regulations of the Apartment Community. Violation of said rules and regulations may result in non-renewal or termination of a lease at Owner's irrefutable sole discretion.

14. REIMBURSEMENT BY RESIDENT. Resident agrees to reimburse Owner promptly in the amount of the loss, property damage, or cost of repairs or service (including plumbing system failure) caused by negligence or improper use by Resident, Resident's agents, invitees, family or guests. Resident shall be responsible for any damage resulting from windows or doors left open. Such reimbursement shall be due immediately upon demand by Owner. Owner's failure or delay in demanding damage reimbursements, late-payment charges, returned check charges, utility charges, or other sums due from Resident shall not be deemed a waiver thereof; and Owner may demand same at any time, including move-out.

Resident shall be responsible for any damage to the leased premises or other affected areas if damage occurs as a result of the Resident's failure to keep the premises at a temperature of 68 degrees or higher from October 1st through May 31st in accordance with local ordinances.

15. OWNER'S LIABILITY. Owner shall not be liable to Resident, or Resident's family, agents, invitees, employees or servants, for any damages or losses to person or property caused by other residents of the Apartment Community or other persons. Resident agrees to indemnify, reimburse if necessary, and hold Owner harmless from and against any and all claims for damages to property or person arising from Resident's use of the premises, or from any activity, work or thing done, permitted or suffered by Resident in or about the premises. Owner shall not be liable for personal injury or damage or loss of Resident's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, storms, smoke, explosions, sonic booms, winter, or snow and ice conditions, or other causes whatsoever unless the same is due to the gross negligence of Owner. *WITHIN SEVEN DAYS OF POSSESSION, EACH RESIDENT IS REQUIRED TO OBTAIN A POLICY OF RENTER'S INSURANCE PROTECTING HIS/HER HOUSEHOLD GOODS AND PERSONAL PROPERTY.* As the law permits, Resident shall not hold Owner liable for claims for damage or injury normally covered by renter's insurance, even if caused by Owner's negligence; instead, Resident will look solely to his or her renter's insurance to compensate for such damage or injury. If any of Owner's employees render any services such as moving automobiles, handling furniture, cleaning, signing for or delivering packages, or any other service not contemplated in this Lease, such employee shall be deemed the agent of Resident regardless of whether payment is arranged for such service; and Resident agrees to indemnify and hold Owner harmless from all loss suffered by Resident or other person in any of the aforesaid circumstances.

The immunities and indemnifications of Owner in this and all other provisions of this Lease shall also apply to and protect, without limitation, any and all of Owner's members, officers, directors, managers, employees and agents.

16. LIMITATION OF LIABILITY. All obligations and liabilities of the Owner, its members, officers, directors, managers, employees, or agents, including all claims, demands and causes of action arising hereunder, or which Resident may at any time have against any of them, shall be satisfied only out of those assets of the limited liability company. No person shall have recourse against any person, or entity or any other property of the LLC, to satisfy any such obligation and liability.

17. RESIDENT SECURITY NOTICE/ACKNOWLEDGEMENT: Owner does not promise, warrant or guarantee the safety or security of Resident's personal property against the criminal actions of other residents or third parties. Each resident has the responsibility to protect himself or herself and to maintain appropriate insurance to protect his or her belongings. Residents should contact an insurance agent to arrange appropriate fire and theft insurance of their property

If security systems, security devices, or walk through/drive through services are employed at this community, no representation is being made that they will be effective to prevent injury, theft, or vandalism. Therefore, Owner does not warrant that any security systems, security devices, or services employed at this community will discourage or prevent breaches of security, intrusions, thefts, or incidents of violent crime. Further, Owner reserves the right to reduce, modify or eliminate any security system, security devices or services (other than those statutorily required) at any time; and Resident agrees that such action shall not be a breach of any obligation or warranty on the part of Owner.

(Initials)

If controlled access gates or monitors/intrusion alarms are provided, Resident will be furnished written operating instructions; and it is Resident's responsibility to read them and to bring any questions to the attention of Owner. Further, Resident agrees to promptly notify Owner in writing of any problem, defect, malfunction or failure of door locks, window latches, controlled access gates, intrusion alarms, and any other security-related device. If Resident's apartment is equipped with an intrusion alarm, Resident agrees to assume responsibility for all fines, penalties and other charges resulting from or attributable to the alarm, including false alarm charges.

ACKNOWLEDGEMENT BY RESIDENT: *I have read, understood and agree with the above notice. I have received no representation or warranties, either express or implied, as to any security of any security system on the property. Owner has not in any way stated or implied to me that security of person or property is provided, promised, or guaranteed or that the Apartment Community was or will be free of crime. I further acknowledge that Owner is not obligated under any circumstances to respond to any signal of intrusion alarm system. The responsibility for protecting me, my property, and my family, guests and invitees from acts of crime is the sole responsibility of myself and law enforcement agencies.*

I agree to release and hold Owner harmless from claims arising out of criminal acts of other residents and third parties. I agree that Owner shall not be liable to me based upon any claims that security was not provided, subject to Owner's compliance with the state statutes regarding door locks and window latches. Resident acknowledges that the foregoing shall also be binding upon Resident's heirs, successors and assigns. This document contains the entire agreement with respect to its subject matter. Owner's representatives have no authority to make changes or modifications in the terms of this document, except when in writing and signed.

18. WAIVER OF LIABILITY. Resident acknowledges that use of the RECREATIONAL/HEALTH FACILITIES of the Apartment Community involves a risk of injury arising out of his/her use of the facilities or another's use of the facilities. Therefore, in consideration of the right to use the RECREATIONAL/HEALTH FACILITIES at the Apartment Community without charge, the Resident acknowledges and agrees to assume the risk of injury resulting from the use of the facilities and that neither Owner, nor its members, officers, directors, managers, agents, or employees or any of them shall be liable for claims, demands, costs or expenses arising out of any personal injury, property damage or loss which may be sustained by the undersigned or any persons whom the undersigned allows to use the facilities. Resident acknowledges and agrees to hold Owner and all its members, officers, directors, managers, agents or employees, or the successors or assigns of any of them harmless, and to indemnify and defend same against any and all claims, liabilities, damages, liens, and expenses (including, without limitation, reasonable attorneys fees) arising directly or indirectly from his/her acts or omissions related to the use of such facilities.

19. DAMAGE OR DESTRUCTION OF PREMISES. In the event of damage to the premises by fire, water or other hazard, or in the event of malfunction of equipment or utilities, Resident shall immediately notify Owner. If the damages are such that occupancy can be continued, Owner shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If, in Owner's opinion the premises are damaged so as to be unfit for occupancy, and Owner elects to make repairs, the rent provided in the Lease shall abate during the period of time when the premises are not fit for occupancy, but in all other respects the terms and provisions hereof shall continue in full force and effect. In the event the premises are so damaged or destroyed as to be, in the sole opinion of the Owner, incapable of being satisfactorily repaired, then this Lease shall terminate and Resident shall be liable only for rental payments up to the date of such damage or destruction; or, at the option of Owner, Resident may be offered a comparable apartment unit in the Apartment Community for the remaining term of this Lease, which Resident agrees to accept.

20. RIGHT OF ENTRY. Owner shall have the right to enter upon the premises at all reasonable hours for the purpose of inspecting the same and making necessary repairs and maintenance thereof. Owner shall give Resident reasonable notice of its intent to enter except in the case of an emergency or if it is impracticable to do so. Such right of entry hereby granted to Owner shall include any and all reasonable business purpose connected with the ownership and operation of the Apartment Community and any business relating to the premises incident to the ownership and operation of said Apartment Community. Owner may also enter the premises if same appear to have been abandoned by Resident or as otherwise permitted by law. Refusal to allow Owner the right to enter apartment after move-in will constitute in a violation of this Agreement and may result in termination or non-renewal of lease at Owner's sole and irrefutable discretion.

21. ABANDONMENT. Owner may declare abandonment with any evidence of abandonment including, but not limited to, twenty-five (25) days delinquent rent, apartment emptied or containing few personal belongings, disconnection of utilities by Resident or by respective utility company for non-payment, returned or accumulated mail, or other such indicia of abandonment. Should abandonment be declared, Owner will make reasonable attempts to contact Resident by mail or by posting of notices. Should Resident fail to respond within ten (10) days from such attempt, Owner may assume possession of the premises, including but not limited to, changing all locks, removing any personal items, and advertising the apartment as available for rental. Resident must claim any remaining personal items within fourteen (14) days of removal. After such time, unclaimed items will be disposed of at Owner's discretion.

22. ILLEGAL SUBSTANCES. Resident covenants that neither Resident nor any persons in his/her household and/or on the premises with his/her consent will obtain, possess, use, administer, dispense, cultivate, or distribute any illegal drug, controlled substance or marijuana on or in the premises. Resident further agrees that, if Owner learns or has reasonable cause to believe that Resident has failed to comply with this paragraph, this Lease and Resident's right to occupy said premises shall be terminated, in which event Resident shall immediately surrender the premises to Owner. Removal from the premises shall not relieve Resident of the obligation to pay rent for the remainder of the term of the lease.

23. RE-RENT OPTION. Resident shall have the right to request that Resident be permitted to re-rent the premises which are the subject of this Lease. Owner has the right to grant or deny such request in its sole discretion. Each Resident shall pay a subleasing fee in the amount of \$250.00 and additionally have a \$0.00 balance with LESSOR at the time of the sublease.

24. OWNER'S OBLIGATIONS. Owner agrees to maintain all areas of the Apartment Community in a clean and sanitary condition, to make all reasonable repairs, subject to notification by Resident and Resident's obligation to pay for damages caused by Resident, or Resident's family, guests, invitees, employees, or pets and to comply with all applicable state and local laws. Owner's failure to fulfill the agreements contained herein within a reasonable period of time shall not affect Resident's obligation to promptly pay the rent as and when the same shall become due and payable under this Lease, nor give Resident any right of abatement or withholding or escrowing of rental payments.

25. DEFAULT BY RESIDENT. If Resident fails to pay rent or other amounts owed by Resident under this Lease, or if Resident or Resident's guests or occupants violate this Lease, apartment rules, or applicable federal, state or local laws, or if Resident abandons the apartment, Owner may (with or without demand for performance) terminate the Resident's right of occupancy by giving Resident the written notice to vacate (if any) required by law; and Owner shall be entitled to possession by forcible entry and detainer (eviction) suit. Notice required by law may be mailed or personally delivered to Resident or left in a conspicuous place inside the apartment or posted on Resident's exterior door or any other method permitted by law. Termination of possession rights shall not release Resident from liability for future rentals under this Lease. After Owner gives notice to vacate or after Owner files an eviction suit, Owner may still accept rent or other sums due; and such notice, filing or acceptance shall not waive or diminish Owner's right of eviction or any other contractual or statutory right. Acceptance of monies at any time will not waive Owner's right of property damages, past or future rent, or other sums due. If Resident's rent is delinquent and if one day's prior written notice is personally delivered to Resident, Owner may terminate utilities furnished and paid for by Owner unless governmental regulations regarding sub metering or utility prorations provide otherwise. Owner may report unpaid damages and other unpaid sums due to local credit agencies for recordation in Resident's credit records.

26. LIENS OR SALES. Owner or the Owner of the Apartment Community may encumber the premises and/or the Apartment Community by mortgage(s) and/or deed(s) of trust and any such mortgage(s) or deed(s) of trust so given shall be a lien on the land and buildings superior to the rights of the Resident herein. Foreclosure of any mortgage or sale under a deed of trust shall not constitute a constructive eviction of Resident and Resident agrees to attorn to the purchaser at such foreclosure or sale as if this Lease was by and between Resident, as tenant, and such purchaser, as landlord. Any sale of the Apartment Community or transfer of Management or any parts thereof shall not affect his/her Lease or any of the obligations of the Resident hereunder, but upon such sale, Owner (and the prior Owner of the Apartment Community) shall be released from all obligations hereunder and Resident shall look solely to the then-Owner of the Apartment Community for the performance of the duties of "Owner" hereunder from and after the date of such sale.

27. RESIDENT INFORMATION. If Resident has supplied information to Owner by means of a rental application, College Station Apartments Roommate Selection Profile or similar instrument, Resident covenants that all such information was given voluntarily and knowingly by Resident, and if such information proves to be false or misleading, Owner shall have the right to terminate this Lease, in which event Resident shall immediately surrender the premises.

28. SUCCESSORS. The terms and conditions contained in the Lease shall be binding upon and inure to the benefit of Owner and Resident and their respective heirs, executors, administrators, personal representatives, successors and assigns (subject to Paragraph 37).

29. NOTICES. Residents must provide Owner a valid e-mail address to which notices concerning Resident's lease or occupancy or other community related information may be sent. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when sent electronically to said e-mail address, deposited in the United States Mail, postage prepaid, addressed to Resident and/or occupant at the premises; and to Owner at the office address of the Apartment Community (or at such other address or addresses as Owner may designate to Resident from time to time in writing. Personal delivery, leaving a copy with any occupant of the premises of the age of 13 or older or posting on Resident's door of any such notice by Owner shall also be deemed effective delivery hereunder.

30. SURRENDER OF PREMISES AND RETURN OF POSSESSION. Should Resident fail to vacate the premises upon the termination of this Lease or upon the termination of the Resident's right to possession, the Owner shall have the sole and exclusive right to exercise any of the following options by giving Resident written notice thereof:

(a) Resident shall be deemed a tenant at sufferance and shall pay as liquidated damages for the entire time that possession is withheld a sum equal to two (2) times the amount of monthly rent stated in Paragraph 3, prorated for each day of such withholding; or

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(b) The Resident's continued occupancy shall be for a month-to-month term at current market rental rate with an additional \$100.00 per month premium. Resident will still be required to provide Owner with sixty (60) days advance written notice to terminate such month-to-month lease.

31. APARTMENT TRANSFERS. A Resident may transfer apartments within the Apartment Community provided: (1) Resident has no unpaid balances; (2) Resident has not submitted more than one returned check for payment within 90 days; (3) Resident meets the then-current occupancy and qualification guidelines for the new apartment; (4) Resident pre-pays required fees on the new apartment; (5) Resident pre-pays a transfer fee of \$250.00 should the transfer occur at a time other than at the end of the term of this lease; and (6) Resident's current dwelling is inspected and approved by Owner.

32. EMINENT DOMAIN. If the whole or a substantial portion of the premises is condemned by any competent authority for any public use, or purpose, this Lease shall be terminated.

33. LEGAL EXPENSES. Resident shall pay all costs, expenses, collection agency and reasonable attorneys' fees which shall be incurred or expended by Owner due to Resident's breach of the covenants and agreements of this Lease. Resident agrees that, with respect to any litigation arising out of this lease or Resident's occupancy of the aforesaid unit, the proper venue is McLean County.

34. OWNER'S REMEDIES CUMULATIVE. The Owner's rights and remedies under this Lease are cumulative. The exercise of any one or more of them shall not exclude nor preclude Owner from exercising any other rights or remedies.

35. STORAGE. Owner shall not be obligated to provide Resident storage, nor shall Owner be responsible for any loss or damage to Resident's property which may have been placed in a storage area.

36. GENERAL. No oral agreements have been entered into with respect to this Lease. The Lease shall not be modified unless by an instrument in writing signed by Resident and an authorized agent of Owner. In the event more than one Resident occupies the premises, each Resident is jointly and severally liable for each provision of this Lease. Each Resident states that he or she is of legal age to enter into a binding lease for lodging. All obligations hereunder are to be performed in the county and state where the Apartment Community is located. Time is of the essence of the Lease. It is acknowledged and agreed by the Resident that Illinois law shall govern the provisions of this Lease Agreement.

37. SEVERABILITY. It is the intention of the parties to this Lease that, if any clause or provision of this Lease is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, the remainder of this Lease shall not be affected thereby; and it is also the intention of the parties to this Lease that, in lieu of each clause or provision that is illegal, invalid or unenforceable, there be substituted as part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

38. COUNTERPARTS. One copy of this Lease, once executed, will be furnished to Resident and the original will be retained by Owner.

39. ENVIRONMENTAL INDEMNIFICATION. To the fullest extent allowed by law, Resident acknowledges that certain materials containing potentially health-affecting substances may exist in the Apartment Community. As additional consideration for Owner's entering into the Lease, Resident, for himself/herself, his/her heirs, successors, assigns, guests, and all others claiming by, through or under him/her, or who may live in, occupy, use or reside in the premises, hereby (a) expressly assumes and accepts any and all risks involved or related to the presence in the Apartment Community of any and all health-affecting substances, (b) waives all claims and causes of action of any kind or nature, at law or in equity, including, but not limited to, claims or causes of action arising by statute, ordinance, rule, regulation or similar provision, against the Owner of the Apartment Community, its members, officers, directors, managers, agents, principals, employees, legal representatives, affiliates, assignees, successors in title, partners, and shareholders (herein collectively called the "Landlord Affiliates") with respect to any health hazard occurring in connection with the presence in the Apartment Community of materials containing potentially health-affecting substances, and (c) agrees to defend, indemnify and hold harmless the Landlord Affiliates against and from any and all actions, causes of action, claims, demands, liabilities, losses, damages and expenses of any kind, including, but not limited to, attorneys fees at both the trial and appellate levels, that any or all of the Landlord Affiliates may at any time sustain or incur by reason of any and all claims asserted against them to the extent that such claims arise out of or are based upon any potentially health-affecting substances, brought, or allowed to be brought, into the Apartment Community by Resident or any guest or other person living in, occupying, using or residing in the premises.

40. COMMUNITY POLICIES.

(1) Immobile or unsightly vehicles, such as vehicles with flat tires, broken windows, extensive damage, rust, etc., in Owner's sole discretion, will not be permitted in or around the Apartment Community (hereinafter referred to as the "property"). Vehicle washing and/or repairing will not be allowed on the property, except in areas/ facilities designated by Owner, where applicable. Commercial vehicles are not allowed to be parked on the property unless previously authorized by Owner. All vehicles must be identified by current valid license plates and municipal stickers, if necessary. Vehicles belonging to Resident and his/her guests may not park in unauthorized areas. Vehicles not in conformity with these regulations will be subject to towing at the vehicle owner's expense.

(2) Hanging of objects, including but not limited to, clothing, household effects or signs from the premise balcony, windows, or in the front of the apartment units are not permitted. Drapes are permitted provided they have a white backing. Tin foil, sheets, blankets or any other non-conventional types of window covering are not permitted.

(3) The facilities in the bathroom(s) and kitchen shall not be used for any purposes other than for which they were installed. No sweepings, rubbish, rags, disposable diapers, sanitary napkins, tampons, cigarette butts, cotton ear cleaners, or other obstructive substances shall be thrown in the toilet. No metals, strings, grease, coffee grounds, nutshells, eggshells, glass, olive or fruit pits, corncocks, paper, wire, bones, potato peels, or any non-food item may be disposed of in the garbage disposal. No liquid dish soap allowed in dishwasher. Must use approved dishwasher detergent. Resident shall be responsible for any and all repairs and damages resulting from the misuse of such facilities. Portable washers and/or dryers or dishwashers are not allowed to be used in the apartment without prior written consent of the Owner.

(4) Residents and their families, guests, invitees, and employees are required to control the volume of stereos, radios, television or other musical devices within the apartment and the Apartment Community. Disturbances of Residents in other apartments due to noisy or disorderly conduct will not be permitted.

(5) Trash must be deposited in the trash dumpsters which are located at various places in the Community. If the trash dumpster or dumpsters close to your apartment are full, please proceed to the next closest dumpster to dispose of your trash. Trash left alongside any dumpster or outside any apartment door or any other common area will be removed by Management. The cost for such trash removal will be billed to Resident at \$20.00 per bag.

(6) Outdoor grills are prohibited. In compliance with local fire codes, "charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet of combustible construction." Grilling is permitted at the Resident's and his/her guests' own risk only within the courtyard area of the community.

(7) Residents shall be liable for any and all damage to the leased premises and surrounding areas which occurs due to failure to keep the temperature setting of the premises at a level sufficient to avoid damage to the premises.

(8) Lockout service will be performed only during office hours, upon Resident's presentation of proper identification and/or Owner's verification of Resident's signature. After-hours lockout service is not provided.

(9) Residents may not place or store anything within heating or air-conditioning closets or units. Flammable materials may not be stored anywhere within heating/air-conditioning closets. Owner reserves the right to inspect these areas. Non-compliance with this requirement may result in the removal of items from the closet by Owner.

(10) Residents may not store any hazardous waste or materials that would be considered hazardous by any federal, state, or local agencies.

(11) Resident is not allowed to install any type of satellite dish and/or antenna without prior written approval from Owner.

(12) Residents and their guests shall not be permitted to loiter or play on any stairway, hall, porch laundry area, or courtyard area used by the public or other Residents.

(13) Resident must obtain and provide Owner with evidence of current renter's insurance within 7 days of taking possession or renewing a lease of the premises, and must maintain said insurance for the term of this Lease.

(14) The sidewalks, entryways, vestibules, halls, breezeways and stairways of the Apartment Community are to be used exclusively for ingress and egress to and from the apartment. Temporary or long-term storage of bicycles, buggies, carts, personal items or other objects is prohibited. Violations of this rule may result in non-renewal of a lease at Owner's sole discretion.

(15) No more than five adults are allowed on a second or third floor balcony.

(16) Residents are required to provide their own toilet plunger for health reasons. Maintenance will plunge toilets only if Resident's attempt has failed.

(17) Residents agree to abide by the Town of Normal noise ordinance at all times. No parties may be held outdoors. All parties indoors must be small, controlled, and abide by Town occupancy limitations.

(18) College Station Apartments prohibits the possession or use of alcohol by any resident under the age of 21 years.

(19) Resident and any guests are not permitted to smoke inside the apartments or in any building on the premises.

(20) Residents are expected to be respectful of other residents and Apartment Community staff. Verbal or physical abuse of other residents or Apartment Community staff will constitute grounds for non-renewal or cancellation of this Lease.

(21) Violation of any community policy may result in termination or non-renewal of a lease at the Owner's sole discretion.

(22) Resident acknowledges that from time to time photographs of residents may be taken during resident events (i.e. lease signing day, etc.) and used for advertising purposes only. Resident expressly permits same.

_____ (Initials)

- 41. PET POLICIES.** The following are the rules to be observed by pet owners residing in the Apartment Community.
- (1) When a pet is acquired, Resident must pay a non-refundable pet fee and present a veterinarian's certification verifying that the pet has been spayed/neutered. Cats must be front-claw declawed.
 - (2.) A maximum of one pet are allowed per lease agreement.
 - (3) A pet cannot exceed 35 lbs. in weight.
 - (4) Pets must be restrained whenever a maintenance service call is requested.
 - (5) In order to keep the grounds clean and sanitary, all pets must be accompanied by the Resident for toilet purposes. Residents must clean up all droppings immediately.
 - (6) Pets must be on a leash at all times when outside the apartment.
 - (7) Pets may not be tied or staked outside the apartment. Residents living in upstairs units with a balcony cannot leave the pet on the balcony unattended.
 - (8) Patios should be kept clean of pet droppings. During hot weather, especially, odors from droppings can be extremely offensive to neighbors. Residents may not leave pet food outside for prolonged periods, as it will attract pests.
 - (9) Pets are not allowed in the pools or pool areas at any time.
 - (10) The resident will be asked to remove permanently any pet that constantly bothers other residents, whether inside or outside, or constitutes a problem or obstruction to the agents and employees of the Owner from properly performing their functions, duties or responsibilities. If Resident fails to remove said pet following complaints from residents and requests from Owner, his/her lease may be terminated or non-renewed in Owner's discretion.
 - 11) Pets are only allowed in the back building located at 19 Trader's Circle.
- 42. SWIMMING POOL AND SPA POLICIES**
- (1) No more than two (2) guests are permitted to be in the pool area with any one Resident. Resident must accompany his/her guests at all times in the pool area. All visitors must register with the Apartment Community office prior to entering the pool area.
 - (2) Only unbreakable containers are allowed in the pool area. All glass containers are prohibited.
 - (3) Individuals with infectious diseases, sore or inflamed areas, ear discharges, open sores or bandages covering wounds or incisions of any kind are not allowed to use the swimming pool.
 - (4) All trash, including but not limited to, cigarette butts, beverage cans, paper and food wrappings of any kind, must be deposited in a trash receptacle in the pool area.
 - (5) No running, jumping, bicycle riding, or other activities designated by Owner as likely to cause injury will be permitted in the pool area.
 - (6) No radios or other musical devices may be played at volume levels so as to disturb the enjoyment of the pool area by other Residents.
 - (7) No persons under the age of 16 may enter the pool or pool area unless accompanied by an adult Resident.
 - (9) Lifeguards are not provided by Owner. Residents and their guests swim at their own risk. No person may swim alone.
 - (10) Swimming is prohibited when lightning is present or during a thunderstorm/tornado warning.
 - (11) Diving is prohibited.
 - (12) No smoking is allowed in the pool area.
 - (13) **Absolutely no alcohol is permitted in the pool area.**
 - (14) Violation of any of these rules may result in loss of pool privileges at Owner's sole discretion.
- 43. SPECIAL PROVISIONS OR ADDITIONAL AGREEMENTS:**

READ THIS INSTRUMENT BEFORE SIGNING.
RESIDENT SIGNATURE

COLLEGE STATION APARTMENTS LLC
NORMAL MOTOR LODGE, LLC, OWNER:

X _____

By: _____

Date _____

Date _____

Its Authorized Agent