

APARTMENT LEASE AGREEMENT

This Lease Agreement is made and entered into on this _____ day of _____, **2014** by and between **GILBERT DONUTS, LLC D/B/A CENTRAL PARK APARTMENTS**, its successors and assigns (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenants"). If more than one Tenant, then each Tenant shall be individually jointly and severally liable for all terms and conditions of this Lease Agreement.

LANDLORD AND TENANT HEREBY AGREE TO THE FOLLOWING:

1. **Property:** Landlord agrees to lease to Tenants the premises known and described as _____ **W. Park Street, Apartment # _____, Urbana, Illinois, 61801**, or a similar unit thereto, together with all improvements and appurtenances thereto belonging, including, the following, (hereinafter referred to as "Property", "Premises", and /or "Leased Premises").

- REFRIGERATOR STOVE WALL OR WINDOW AIR CONDITIONER UNIT
 WASHER / DRYER

2. **Use:** The Property shall be used and occupied solely as a private single-family residential dwelling to be occupied by no more than **two (2) adult** individuals. The property shall not be occupied in whole or in part by any person(s) other than Tenants or Tenants immediate family members.

3. **Term of Lease:** The term of this lease shall be for a period of twelve (12) months, beginning at 12 noon on _____ and terminating at 12:00 noon on _____ unless sooner terminated in accordance with the terms of this Lease Agreement as set forth herein. If applicable, this Lease shall replace any prior existing Lease Agreement(s) between Landlord and Tenant.

4. **Total Rent:** Tenants agree to pay to Landlord as rental of the above-described premises, the total sum of _____ (\$ _____), which shall be paid at the rate of _____ (\$ _____), **per month for each and every month of the lease term**, plus such other fees, expenses and other charges as are allowed and detailed herein.

The \$ _____ Monthly Rent amount shown above is aggregated from the following components:

Base Monthly Rent:	\$ _____	per month
Furnished	\$ _____	per month
Washer / Dryer Rental:	\$ _____	per month
Parking Space # _____:	\$ _____	per month
Second Floor Upgrade:	\$ _____	per month
TOTALS:	\$ _____	PER MONTH

Rent shall be payable in advance on the 1st day of the leasehold term and upon the 1st day of each and every month thereafter during the term of the lease. Rent shall be made payable to Landlord and delivered to Landlord at the below address unless otherwise directed by Landlord in writing:

Joe Allan
CENTRAL PARK APARTMENTS
610 S Randolph
Champaign, IL 61820
217-359-3527

Concurrent with the signing of this Lease Agreement, Tenants shall pay Landlord \$ _____, with such payment to be applied as \$ _____ to initial rent, and \$ _____ to the Deposit. Thereafter, on the first day of each calendar month beginning _____, Tenants shall pay a full monthly installment in the amount of \$ _____ through the remaining term of this Lease Agreement. The tenant is required to make a full monthly payment on the first day of the last calendar month of this lease term (i.e. Tenant is not allowed to apply the Deposit to the final month rent). Rent, payable in advance, is to be paid by cash, check, or money order only.

5. Utilities: Tenants shall contract for and pay all deposits and charges for utility connection and service to the premises for electricity and water in buildings 301, 401, 403, 405 and 407 W. Park, or for electricity and gas at 305 W. Park, plus any other utility connections and services (i.e. telephone, cable, etc.) not paid for by the Landlord. Landlord shall pay all deposits and charges for sewer services and garbage removal at the premises.

TENANTS HEREBY GRANT EXPLICIT PERMISSION FOR LANDLORD TO PLACE ELECTRIC, GAS AND WATER UTILITY SERVICES IN THEIR NAME IF TENANTS FAIL TO DO SO THEMSELVES.

INELIGIBILITY OF TENANTS TO OBTAIN UTILITY SERVICES IN THEIR OWN NAME SHALL BE CAUSE FOR IMMEDIATE TERMINATION OF THIS LEASE AGREEMENT.

6. Liquidated Damages: It is agreed by the parties that the amount of damage caused to Landlord by late payment of rent, by checks returned to Landlord without payment, and by holding-over after termination of this lease, cannot easily be determined and it is agreed that Tenants, or anyone holding under Tenants lease, will pay to Landlord the following amounts as liquidated damages and not as penalties:

- (a) Late Payments: \$25.00 if rent is not received in full on or before the 5th day of each month, plus an additional \$24.00 if rent is not received in full on or before the 15th day of each month (i.e. \$25.00 total late fee if tenant is 5 to 14 days late, or \$49.00 total late fee if tenant is 15 or more days late).
- (b) Returned Checks: \$25.00 for each check returned to Landlord without payment.
- (c) Holding-Over: \$25.00 per day for each day that possession of the premises is withheld from Landlord after the termination of this lease, whether by expiration of the term or otherwise.

Notwithstanding any of the foregoing, no fees shall be charged in amounts greater than the maximum amounts allowed by applicable laws and ordinances.

7. Payments: All payments under this agreement shall be made to Landlord at the location described under section (4) Rent on page 1 of this Lease Agreement unless otherwise directed by Landlord in writing. Monies received will be applied first to liquidated damages, then to late rent, then to current rent, and lastly to future rent. It is expressly agreed that the time of each and every rent payment shall be of the essence.

8. Condition of Premises: Landlord agrees to deliver the property, its furnishings and appurtenances in satisfactory and good condition and repair at the time of Tenants' possession. Landlord further agrees to maintain the property, its furnishings and appurtenances in satisfactory and good condition and repair throughout the entire Lease Term, subject to the Tenants obligations and Liabilities detailed in this Lease Agreement.

Tenants represent and warrant they will immediately inspect the Premises to verify and confirm there is at least one working smoke alarm, one working carbon monoxide detector and one working fire extinguisher at the time of their possession. Tenants further represent and warrant they will keep the smoke alarm(s) and fire extinguisher(s) in good and working condition at all times throughout the Lease Term, and that they will not remove the batteries or otherwise disable the smoke detector(s) or fire extinguisher(s) at any time.

Tenants expressly agree to pay charges for all cleaning, repairs and replacements that Landlord may deem necessary to restore premises to rentable condition after the termination of Tenants' occupancy.

9. Repairs: Tenants shall be financially responsible for all repairs other than those occasioned by fair wear and tear, including repairs necessary for other than Tenants' negligence. Tenants shall not make such repairs, but shall notify Landlord who shall arrange for such repairs and then bill Tenants for the expense incurred thereby. Tenants shall immediately pay to Landlord the cost of repair and understand that the security deposit provided for herein shall not be available to Tenants for this purpose.

10. Deposit: Landlord hereby acknowledges the receipt of the sum of _____ (\$____) as a damage/security deposit to secure the performance of Tenants obligations under this lease. Upon surrender of the premises by Tenant to Landlord at the expiration of the term of this lease, Landlord shall refund to Tenants the amount held hereunder as a damage/security deposit less such amount as shall be equal to the fair value of Landlord's damages sustained or incurred by Landlord by reason of Tenants failure to perform his/her/their obligations hereunder. Tenant further expressly agrees to compensate or reimburse Landlord for any damages sustained or incurred by Landlord in excess of the amount of the damage/security deposit held hereunder as a consequence of Tenants failure to perform his/her/their obligations hereunder. The deposit will be held by Landlord as security for payment of the rent reserved herein, the costs of repairing any damages to the premises and the furnishings therein which may have occurred during the term of this lease, the charges for cleaning the premises to occupancy, the liquidated damages provided for herein, and the reasonable costs, attorney's fees and expenses made and incurred by Landlord in enforcing the agreements of this lease.

It is expressly agreed that the deposit is neither an advance payment of rent, nor any part of rent installment, and is not a measure of Landlord's damage in the event of a breach of this lease. Tenants shall not be entitled to the return or application of any portion of the deposit until the end of the term of this lease and a reasonable time thereafter. At Landlord's election, however, any portion of deposit not otherwise applied towards such damages may be applied by Landlord towards delinquent or future rent. The refund of any unused portion of said deposit shall be returned to Tenants at the property address, or such other address as Tenants may direct the Landlord in writing, by first class mail.

11. Damage to Tenant's Property: Landlord shall not be liable for any damage to Tenant's property except for damage due to the willful and intentional neglect of Landlord. Tenants shall be responsible for the insuring of their own personal property.

12. Renter's Insurance: Tenants are required to obtain a renter's insurance policy for the leased premises at their own cost and expense effective for the entire term of Tenants occupancy of the leased premises. The insurance policy must be underwritten by an insurer acceptable to Landlord, and the insurance policy must contain terms and conditions acceptable to Landlord, including, but not limited to, the listing of the Landlord as an additional insured on the insurance policy and adequate liability coverage to protect Landlord in the event of Tenant negligence. Tenants are required to deliver written proof of this insurance policy to the Landlord to evidence their compliance with this requirement. In the event Tenants do not deliver written proof of a satisfactory insurance policy under this provision, then Landlord may, but is not obligated to, obtain this policy on the behalf of the Tenants, and Landlord shall be entitled to charge this expense to the Tenant.

13. Destruction of Premises: If the property is destroyed by fire, the elements, or any other cause, to such an extent that it cannot be repaired within 21 days, then this lease shall terminate on the date of such destruction.

If the leased property is damaged by fire or other cause so as to be capable of being repaired within 21 days, the Landlord shall have the option to repair it and during the time that repairs are being made the Landlord shall remit to the Tenants a just and fair portion of the rent according to the nature of the damage sustained and according to the extent that the Tenants are deprived of the use of the premises.

14. Landlord's Right of Entry: The right of free access is reserved to the Landlord and Landlords agent(s) and to any other person thereunto authorized by the Landlord or Landlord's agent(s) to inspect, repair, alter, or exhibit said premises and to affix signs, such as "For Rent", in such places on the premises as the Landlord or Landlord's agent(s) shall determine, all without interference of any kind by the Tenants or others and with or without consent of Tenants. Entry upon the premises shall be made, except in case of emergency, at reasonable hours or times and, to the extent possible, with prior notice to Tenants. In case of emergency entrance without prior notice by Landlord or Landlord's agent(s) is expressly permitted.

15. Pets: No pet shall be kept or brought upon the premises by Tenants or their guests except as follows:
NO PETS ARE ALLOWED ON PREMISES.

16. Notices: All notices and demands authorized or required to be given to Tenants may be served upon Tenants in person or by mail addressed to them at the address of the property.

17. Hold-Over: A holding over beyond the expiration of the term specified herein shall not operate as an extension of this lease, nor as a renewal of it. A holding-over beyond the expiration of the term specified herein is prohibited without written permission of the Landlord.

18. Costs & Attorneys Fees: In the event of default under this agreement, the defaulting party shall pay all reasonable costs, attorneys fees and expenses paid or incurred by the non-defaulting party in enforcing the agreements of this lease. Tenants and Landlord do mutually agree that in any action brought by one against the other to enforce any right or seek any remedy for a breach of the terms of this lease, the non-breaching party shall be reimbursed for reasonable attorney fees incurred even if suit to enforce such right or seek such remedy is not commenced.

19. Default: The following items will constitute a default under this agreement:

- Providing false or misleading information on the Apartment Rental Application and Authorization Form,
- Failure to pay when due any rent provided for in this lease or any extension or renewal thereof,
- Violations of any other terms and conditions of this Lease Agreement.

A default shall entitle the Landlord to terminate this lease and to recover immediate possession thereof pursuant to the provisions of the Illinois Compiled Statutes applicable thereto.

In the event Tenants fail to make any payment of rent specified in this lease promptly as the same becomes due or shall fail to comply with any other term, condition, or covenant of this lease, Landlord shall give Tenants written notice of said default, which said notice shall specify in detail the nature of such claimed default and Tenants shall have five (5) days after receipt of said notice within which to rectify said default. Should said notice not be complied with within said period of five (5) days, Landlord may enter into said premises and relet the same for the account of Tenants upon the then most favorable rental and terms reasonably available. Such re-entry shall not work a forfeiture of the rents to be paid and the covenants to be performed by Tenants during the full term of this lease. Written notice may be given by personal delivery or by certified mail, return receipt requested, to the address shown herein and shall be considered given when so delivered or mailed.

The Tenants' obligation to the Landlord to pay rent during this lease or during any extension of it, or any holdover tenancy shall not be deemed to be waived, released, or terminated on the date therein named, the institution of any action of forcible entry or detainer, or ejection or any judgement for possession that may be rendered in such action, or any act or acts resulting in the termination of the Tenants' right to possession of the demised premises.

20. Waiver: No failure of Landlord to enforce any term of this lease shall be deemed a waiver, and acceptance of a partial payment of rent shall not be deemed a waiver of Landlord's right to the full amount of the rent. Nothing in this lease shall be construed as a waiver of any rights of Landlord under the statute of the State of Illinois pertaining to Forcible Entry and Detainer or Landlord and Tenant.

21. Abandonment of Premises: If the property becomes vacant during the term of this lease, and if, at either the time of the vacancy or any time thereafter, Tenants are in default in the payment of any installment of rent, then the rent for

the entire term shall become at once due and payable and Landlord may proceed to collect rent for said entire premises, with or without process of law, to take possession thereof, to remove any and all property therefrom, to lease the premises as agent of Tenants, and to apply the proceeds received from such letting toward the payment of Tenants' rent under this lease. Such re-entry and re-letting shall not discharge Tenants from liability for rent, nor from any other obligation under the terms of this lease.

22. Disposition of Property: Any and all property which may be removed from the premises by Landlord pursuant to the authority of this lease, or of law, to which Tenants are or may be entitled, may be handled, removed and stored by Landlord at Tenants' risk, cost, and expense, provided, however, that Landlord shall use reasonable care and caution to prevent any damage or loss in removing and storing such property. Tenants shall pay to Landlord, upon demand, any and all such reasonable expenses incurred in such removal and all reasonable storage charges against such property so long as the property shall be in Landlord's possession or under Landlord's control.

Any personal property remaining in the premises after the expiration of this lease, either by the expiration of the term or such other early termination as is permitted herein, or any personal property which is not retaken from storage by Tenants within 30 days after Landlord's repossession of the premises, shall be conclusively deemed to have been forever abandoned by Tenants and may be sold and otherwise disposed of by Landlord. In this event, Landlord shall have no liability to Tenant for the disposal of such personal property, and Landlord shall not be obligated to remit any proceeds it receives from the disposition of the personal property, if any, to the Tenants.

23. General Building Rules: Tenants shall comply with all reasonable rules and regulations now or at any time hereafter during the term of this lease adopted by Landlord and posted in or about the premises or otherwise brought to the notice of Tenants.

24. Tenants' Conduct: Neither the Tenants nor their guests shall utilize any portion of the property for any purpose that will disturb other tenants or the inhabitants of the neighborhood. Neither the Tenants nor their guests shall utilize the property for any use inconsistent with the properties use solely as a personal residence. Neither the Tenants nor their guests shall engage in any activity which interferes with the quiet enjoyment of other Tenants or neighbors. Neither the Tenants nor their guests shall engage in any activities that are illegal. Neither the Tenants nor their guests shall engage in any activities that will interfere with the rights, comforts or conveniences of other tenants or neighbors. Tenants agree to keep the property clean, quiet and orderly. In the event Tenants have a pet, such pet must be approved by the Landlord, and Tenant agrees to take all necessary actions, including the removal of the animal, to preserve the cleanliness, tranquility, peace and quiet of the premises and the neighborhood.

Each and every one of the following acts or items are prohibited: Maintenance or repair of automobiles on or about the premises (including parking lots of the premises); Use, sale or storage of illegal drugs on the premises (any arrest for sale, use or possession of drugs on the premises shall constitute *prima facie* evidence of a violation of this provision and shall constitute a basis for termination); Consumption of alcohol in hallways or the grounds or other common space.

Tenants shall not suffer nor commit any waste in and about said premises. Tenants shall keep the said demised premises, together with the fixtures and appurtenances therein, in a clean, sightly, and sanitary condition, and in good repair and free from vermin, rodents, roaches, insects and other pests, all at the sole expense of Tenants, and shall yield the same back to the Landlord upon termination of this lease, either by expiration of the term or in any other manner, in the same condition as of the date of the execution hereof, loss by fire, wind or Act of God and reasonable wear and tear excepted.

Tenants shall not cause or permit the display of any sign or advertising upon or about the property.

Tenants shall not barbeque, or have barbeque grills, on the balconies or walkways of the apartments.

Tenants shall make no alterations or additions to the plumbing, wiring or structure (including the wall, ceiling and floor surfaces) of the building, without the prior consent in writing of the Landlord. All alterations and additions shall remain as part of the premises unless the Landlord shall otherwise elect or agree.

Tenants shall not flush non-soluble articles in the toilet, nor pour grease or other non-soluble items down any drains.

Tenants shall not install anything other than pictures or wall hangings on the walls

Landlord shall have the right to bar individuals from the property at its sole discretion and election.

The parties stipulate and agree that complaints or activities which result in the calling of police to the premises shall be constructive evidence of a violation of the terms of this Lease and shall be a valid basis for immediate termination of this Lease without prior notice.

Tenant shall be responsible for any damages incurred as a result of violation of any of the above provisions of this section or any other provisions of this Lease Agreement.

Failure by the Tenants to abide by the Tenants Conduct terms detailed herein, or with any other terms and conditions of this Lease Agreement, following written notice by Landlord, shall be grounds for immediate termination of this Lease.

25. Assignment and Sub-Letting: Tenants shall not assign this lease nor shall Tenants sublease, rent, or give permissive possession of any part of the leased premises to any person or persons who are not members of Tenants' immediate family without the prior written consent of Landlord. If Landlord approves of subleasing, a \$200 fee will be charged.

26. Parking & Inoperable Vehicles: Tenants shall be entitled to park a maximum of one (1) vehicle in the driveways and parking areas of the premises, or in their assigned parking space if applicable. Any other vehicles of the Tenants, and all vehicles of any guest(s) of the Tenants, are not permitted to be parked in the driveways and parking areas of the premises and must instead be parked in off-premises areas. Tenants may not park any vehicles in areas that are not specifically designated for vehicle parking (i.e. vehicles may not be parked on the lawns or other areas outside of the driveways, parking lots or garages of the premises).

Tenants shall not be allowed to park any vehicle with expired or non-existent license plates on the property. Tenants agree that no inoperable vehicles shall be parked on the property. An inoperable vehicle is any vehicle which is not in normal running condition or has remained on the property without movement for five (5) consecutive days. In the event that Landlord determines that a vehicle is inoperable, Landlord shall give written notice to Tenants of that determination by placing it on the vehicle and/or by mailing or otherwise delivering notice to Tenants in care of the property address. If the vehicle has not been removed within ten (10) days notice, then Landlord is authorized to remove the vehicle, at Tenants' expense. In that event, Tenants agree to be responsible for all towing charges, storage charges and related fees. These expenses may also be placed as a lien against the vehicle by either Landlord or Landlord's agent or a towing agency.

27. Keys: At the time of the lease signing and initial payment, Landlord shall provide Tenants with two (2) door keys and one (1) mailbox key. Tenants are prohibited from duplicating these keys, but Tenants may request additional keys from the Landlord, and Landlord may agree to provide additional keys to Tenants at the price of \$10.00 for each additional key.

Landlord agrees upon written request from Tenants to change the lock and keys to the entry door of the premises and/or the mail box lock and key at any time during the term of this Lease. Tenants agree to pay Landlord for such lock and key changes the sum of \$49.00 for the entry door and/or \$29.00 for the mailbox. Tenants understand and agree that in the event they fail to immediately deliver all keys for entry doors and mail box at the termination of this Lease, Landlord may change the entry door and mail box locks and Tenants shall be obligated to pay for the lock changes as described herein

28. Window Coverings:

Window coverings have been provided at the time of Tenants move-in. Tenants agree to be financially responsible for any damage and replacement costs of window coverings if they cause any damage or destruction to these window coverings during their occupancy of the premises.

Tenants agree to leave all window coverings in place and in good condition in the Premises upon the Tenants vacating of the Premises. All window coverings and other items visible from the exterior of the Premises shall be subject to Landlords approval. Tenants understand it is a requirement of Landlord for the Premises to have a neat and orderly exterior appearance, and that in no event will blankets, cardboard covers, or other inappropriate window coverings be allowed.

29. Other Provisions:

- a. All covenants and agreements of the lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of the Landlord and Tenants without affecting the restrictions upon use imposed herein.
- b. The rights and remedies of the Landlord under this lease are cumulative, and the use of one or more thereof, or the failure to use one or more thereof, shall not exclude or waive the right to the use of any other remedy.
- c. The words Landlord and Tenants used herein, shall include the singular and plural thereof and the necessary changes required to make the provisions hereof apply to corporation or men or women shall be construed as if made.
- d. The invalidity or unenforceability of any provision of this lease shall not affect the other provisions hereof. In the event any provisions of this lease are determined to be unenforceable or invalid, such provisions shall first be modified to comply with applicable laws and ordinances, or, if no local laws or ordinances govern, then they shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- e. The terms of this lease agreement shall be binding upon the respective parties regardless of gender or plural terms.

In Witness Whereof, the parties hereto have executed this lease as of this _____ day of _____, 20__.

LANDLORD:

TENANTS:

CENTRAL PARK APARTMENTS

By: _____
Joe Allan Properties
Leasing Agent....Joe Allan

WORK NUMBER: _____

CELL NUMBER: _____

IMPORTANT PHONE NUMBERS:

Landlord Agent:	Joe Allan	217-359-3527
Ameren IP Electric & Gas Company:		800-755-5000
Illinois American Water Company:		217-352-1420
SBC Telephone Company:		800-244-4444
Cable Company:		217-384-2500

ATTACHMENTS:

- 1) Water Company Authorization Agreement
- 2) Ameren Power Authorization Agreement
- 3) Urbana Rental Agreement Addendum
- 4) Move-In Condition & Requested Repairs Report
- 5) Schedule of Repair & Cleaning Fees
- 6) Insurance Agent Contact Information (for Renters Insurance)
- 7) Cable Company Offer