

LEASE AGREEMENT

Champaign Apartments LLC (CALLC), as Agent for Property Owner Carisbrooke Apartments (Landlord) and _____ (Tenant) agree to the following:

1. **Property:** Landlord agrees to lease to Tenant improvements located at: _____, Champaign, IL 61820.

2. **Term of Lease:** The term of this lease shall be _____ months beginning _____ and terminating at 12:00 (noon) on _____. Tenant must provide a 90-day written notice prior to vacating the property. In the event Tenant does not provide written notice 90 days in advance, Tenant will be charged one additional month's rent. _____ **Initials**

3. **Rent:** Tenant agrees to pay to Landlord as rent for the demised premises the total sum of \$ _____ to be paid in monthly installments of \$ _____ beginning _____, with all payments **due on the first day of each month**. Prior to the delivery of possession, Tenant shall pay a prorated portion of an installment for that portion of the first calendar month included in this agreement. Forms of payment accepted: Personal Checks, Money Orders, Bank Checks, or online payments. **NO CASH.**

4. **Utilities:** Tenant shall pay all charges for utility service to the premises, including: Water, Electric, Internet and Cable. Any utility that is responsibility of the Tenant must be in their name before receiving keys and moving in. **Account numbers must be provided to the CALLC staff prior to key transfer.** Landlord agrees to pay the following utilities: Parking, Sewer, and Trash pick-up.

5. **LATE PAYMENT FEE:** It is agreed by the parties that the Landlord has additional expenses with his time, record keeping and itemization of bills by the late payment of the monthly rent. The Tenant agrees to pay the below described reasonable fees:

- (a) After the 5th of the month, and on or before the 10th, the tenant agrees to pay a \$25 late fee.
- (b) After the 10th of the month, and on or before the 15th, the tenant agrees to pay a \$50 late fee.
- (c) After the 15th of the month, and on or before the 30th, the tenant agrees to pay a \$75 late fee
- (d) After the 30th of the month, the tenant is considered to be in default, and shall make immediate arrangements with the property manager to pay rent of come up with a payment plan.
- (e) The Tenant agrees that reasonable rent for being a "hold over tenant" after the termination of this Lease would be \$50.00 a day to the Landlord for each day that he/she remains in possession of premises after the termination of the Lease.

The Tenant also agrees that the internet services for the apartment will be disconnected anytime the tenant is more than 5 days late on a rent payment.

_____ **Initials**

6. **Payments:** All payments under this agreement shall be made payable to:
CARISBROOKE APARTMENTS

7. **Condition of Premises:** Tenant has examined the property and its furnishings, know its condition, and acknowledge receipt of it in good condition and repair, normal wear and tear excepted. Tenant expressly agrees to pay charges for all cleaning which Landlord may deem necessary to restore premises to rentable condition after the termination of Tenant's occupancy. Tenant is responsible for cleaning the apartment, including the carpet at the end of the lease. Tenant will be charged a fee of **\$35/room** for professional carpet cleaning at the end of the lease. If Tenant chooses to have carpets professionally cleaned, they must provide landlord with receipt showing payment of services to have fee waived. Should unit not be cleaned to the level desired by Landlord, the cost from cleaning/hauling will be deducted for the Tenant's security deposit as per the move in inspection checklist provided in the move in packet.

Exhibit B (Cleaning Fee/Damage Fee) will be a part of this agreement.

Landlord Inspections - Landlord will inspect the property on a **quarterly** basis to check for general maintenance issues and document condition of the premises. Landlord will provide a copy of the inspection to the Tenant upon request. If Landlord finds that Tenant has damaged the property beyond normal wear and tear, Landlord will give written notice to Tenant to repair items and a deadline to complete repairs.

8. **Repairs:** Tenant shall be financially responsible for all repairs necessitated during the term of this Lease as a result of Tenant's negligence. **This includes backed up plumbing lines that are a result of Tenant's negligence, such as putting grease down sink drains or overfilling toilets with toilet tissue or children's toys.** Tenant shall not make any repairs to the home or apartment, but shall notify Landlord who shall arrange for such repairs and then bill Tenant for the reasonable expense incurred thereby. Tenant shall immediately pay to Landlord the reasonable cost of any such repair.

9. **Deposit:** Tenant shall deposit with Landlord the sum of **\$500.00** at the time of execution of this lease to be held by the Landlord as security for payment of the rent reserved herein, the cost of repairing any damages to the premises and the furnishings therein which may have occurred during the term of the lease. The refund of any unused portion of said deposit shall be returned within 30 days to the Tenant at an address that the Tenant provides. **Tenant may not use any portion of the security deposit as payment towards last month's rent.** Tenant is **required** to meet landlord for final walk through before moving out of the unit. At the final walk through Tenant should be prepared to return all keys and provide landlord with a forwarding address for security deposit return. Should Tenant not provide landlord with return address, landlord will return security deposit statement and any funds due to the Tenant to the last known address, as outlined in the Illinois Security Deposit Act. **Landlord hereby advises Tenant that if the cost of repairing any damages to the premises and the furnishings therein exceeds the amount of Tenant's security deposit, Landlord will take all steps available to secure the collection of such damages from Tenant, including legal action and/or processing said claim with a collection agency, which may include reporting the collection action to a credit reporting agency.**

10. **Damage to Tenant's Property:** Landlord shall not be liable for any damage to Tenant's property except for that due to the willful neglect of Landlord. Tenant shall be responsible for the insuring of all personal property. **Landlord will not reimburse Tenant for any food that is spoiled due to power outages or downed appliances.** **Initials** Tenant is encouraged to purchase renters insurance to cover the loss of personal items. **Initials**

11. **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 and all rent shall abate as of the date of such destruction. If the leased property is damaged by fire, the elements or any other cause so as to be capable of being repaired within 21 days from the date of damage, the Landlord shall have the option to repair the damages and during the time that repairs are being made the Landlord shall remit to the Tenant a just and fair portion of the rent according to the nature of the damage sustained and according to the extent that the Tenant are deprived of the use of the premises.

12. **Landlord's Right of Entry:** Landlord shall be allowed access to the premises, at any reasonable hour as defined in the Champaign Tenant ordinances, upon adequate notice to Tenant, for the purpose of examining or exhibiting of same, and for making such repairs or alterations either as Landlord may deem necessary or appropriate or as Tenant may request. Landlord may provide this notice through phone, email, verbal or posting notice. In cases of emergency repairs, Tenant gives landlord permission to enter the unit without 24 hours' notice.

13. **Use of Premises:** The premises shall be used by Tenant for residential purposes only and shall be occupied for such use by no more than ___ adults and ___ children that are on the written lease. Anyone that is residing at the home that is not on the written lease will subject Tenant to immediate termination of lease. Landlord also has the right to ban or bar anyone from the premises by use of a No Trespassing Order that will be enforced by the appropriate law enforcement agency. Tenant's lease applies to improvements only except that Tenant shall have reasonable access across the real property. Landlord has right to use and improve all unimproved land provided however that Landlord may not restrict Tenant's access to the leased premises.

14. **Pets, Subletting, automobiles, and satellite dishes:** No pets are allowed on premises without written consent of the owner. Landlord charges a \$200 nonrefundable pet deposit for Tenants approved for pets with a \$20 per month pet rent. A limit of **two pets per unit and weight restrictions applies.** There will be a **\$300** fine for any pets that are on the premises **without** landlord permission. This includes pets that are just "visiting" or being temporarily cared for by Tenant. _____ **Initials**
***Pet agreement attached: Circle YES or NO**

Tenant agrees not to sublet said apartment OR ANY PART THEREOF without consent from CALLC. A **\$150 subleasing fee** is required prior to approving or preparing the sublease documentation.

Tenant(s) automobile(s) must be in operable condition and have current license plates and tags. Failure to comply will result in notice and/or towing at the Tenant(s) expense. Parking in designated handicapped spaces is prohibited without a state licensed handicap sticker, and Tenant(s) will be to subject to fines and towing at the Tenant(s) expense.

Satellite dishes are prohibited.

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

16. **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 the lease. _____ **Initials**

17. **Attorney and Collection Fees:** In the event of default under this agreement, the defaulting party shall pay all reasonable costs to collect this debt. This includes, unless prohibited by law, all reasonable attorney's fees, filing fees, court costs, collection agency costs, service fees, and other related collection costs or contingencies. I understand that if any unpaid balance is turned over to our collection agency that a fee ranging from 33% - 50% will be added to the total balance due. _____ **Initials**

18. **Default:** If Tenant fails to pay in full any installment of the rent herein reserved within the first 5 days of the month when the installment is due, or if Tenant violates any of the conditions or agreements of this lease, then Tenant shall be in default under this lease. In such event, Landlord shall have the right and option to re-enter and repossess the leased premises and to terminate this lease.

19. **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.

20. **Abandonment of Premises:** If the property becomes vacant during the term of this lease, and if at the time of the vacancy 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 there from, to lease the premises as agent of Tenant, and to apply the proceeds received from such letting toward the payment of Tenant's rent under this lease; such re-entry and re-letting shall not discharge Tenant from liability for rent, nor from any other obligation under the terms of this lease.

21. **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 Tenant are or may be entitled, may be handled, removed and stored by Landlord at Tenant' risk, cost, and expense. Tenant 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 the term of this lease shall be conclusively deemed to have been forever abandoned by Tenant and may be sold and otherwise disposed of by Landlord.

22. **Tenant's Conduct:** Neither the Tenant nor their guests shall engage in any activity which interferes with the quiet enjoyment of other Neighbors. Lessee(s) will not permit any unlawful acts or cause or permit any loud, boisterous, or unseemly noises in or about said Leased Premises.

1st Offense – Tenant is warned.

2nd Offense - Tenant is fined a fee of \$50.

3rd Offense - Tenant is fined a fee of \$100;

After 3rd Offense, Landlord has the right to begin the lease termination process.

Initials

Tenant agrees to keep the property clean, quiet and orderly. In the event that Tenant has a pet, Tenant agrees to take all steps necessary, including the removal of the animal, to preserve the cleanliness, tranquility, peace and quiet of the neighborhood. Failure by Tenant to abide by these terms, following written notice by Landlord, shall be grounds for termination of this lease.

Drug activity and other legal matters: If Tenant **or guest** is engaging in illegal activities in the home, including sale or use of drugs on the premises, Landlord has the right to terminate the lease immediately. This includes criminal charges against the Tenant or guest that the landlord may discover through police reports or court record searches.

23. **Terms:** The terms of this lease agreement shall be binding upon the respective parties regardless of gender or plural terms.

24. **Keys:** If Tenant loses a key during the term of the lease, Tenant may be billed for the cost of changing the lock and providing new keys. A fee of **\$100.00 - \$150.00** may be assessed to the Tenant for lock changes. Tenant may be charged **\$25.00** if the office needs to be called to open the door for a Tenant or guest that is locked out of their home.

25. **Housekeeping:** Tenant is solely responsible for maintaining a safe clean environment in the unit. Trash shall only be stored in appropriate containers as per city codes. Any city fines that are charged to landlord for any Tenant or guests poor housekeeping practices will be charged to the Tenant. Failure to pay these fines may result in termination of lease. Tenant responsible for keeping the area outside of their unit free of debris at all times. Area is to be uncluttered and kept clean. Tenants are responsible for salting and clearing snow directly in front of their door when required. Oversized garbage that does not fit in the dumpsters provided **SHALL NOT** be placed next to the dumpster. Tenants shall make arrangements and pay for oversized items to be hauled away or donated.

If Landlord receives a written Notice of Violation from the City of Champaign for housing code

violations that are the Tenants' responsibility, the following schedule of fines will be charged to the Tenant for each offense. Typical notices include, parking in the yard, unlicensed vehicles on the premises, trash outside of a container or no trash service. **Examples outlined below:**

1st Offense – Tenant is fined a fee of **\$25**, plus costs of landlord to remedy this issue. Landlord will charge an additional \$50 if there is an unlicensed vehicle on the premises.

2nd Offense - Tenant is fined a fee of **\$50**, plus costs of landlord to remedy this issue. Landlord will charge an additional \$50 if there is an unlicensed vehicle on the premises.

3rd Offense - Tenant is fined a fee of **\$100**, plus costs of landlord to remedy this issue. Landlord will charge an additional \$50 if there is an unlicensed vehicle on the premises.

After 3rd Offense, Landlord has the right to begin the termination process.

Initials

Care of the Premises: Prohibited activities and uses include, but are not limited to the following and Tenant agrees to pay for any assessed violation fees as hereinafter described:

-No clothes or wearing apparel shall be hung out of doors or out of the confines of said unit.

-Tenant shall not permit or allow any rubbish, waste materials or other products to accumulate upon premises but shall maintain the same in a reasonably clean condition at all times.

--Padlocks, chain locks or locks of any type on any interior or exterior door are prohibited except locks installed by Landlord.

Tenant may not make changes, temporary or permanent, to the unit including installation of air conditioning units.

-Tenant must not set heat below 55 degrees Fahrenheit during winter breaks from school or any other time that may lead to pipe freezing. Tenant agrees to pay a \$75 fee to Landlord if the heat is set below 55 degrees during these times. **If Tenant neglects to set thermostat to this minimum, and damage from frozen pipes occurs, Tenant will be charged for the cost of any repairs.**

Landlord or his agent shall have the right to treat the whole unit for any pests that Landlord deems to be present within the unit. Failure by Tenant to provide Landlord or his agent access to all parts of the unit for treatment shall be deemed a breach of this lease subject to the filing of an eviction action. Tenant shall have a period of fourteen (14) days from their initial possession date to notify Landlord in writing of any pests in the leased premises, including bed bugs. Landlord shall treat the leased premises for pests at its own expense if such notice is received within the fourteen (14) day notice period. However, if no such notice is received from the Tenant within the fourteen (14) day period, then any future cost of treatment for pests, including bed bugs, shall be at the expense of the Tenant. Any recurrence of pest infestations, including bed bugs, after treatment by Landlord and determination by the treating pest company that the infestation has been stopped shall, at the option of Landlord, be cause for termination of this Lease. Any additional treatment expense shall be the responsibility of the Tenant.

26. Maintenance Requests: Tenant is required to contact Landlord anytime there is a maintenance request. Tenants' failure to inform Landlord when there is a maintenance issue with the property can result in termination of a lease. Tenants must make all maintenance requests to the Champaign Apartments LLC office at **217-359-0248**. Tenant shall not call a leasing representative cell phone, owners' cell phone or any other number for maintenance issues. Tenant understands that once a maintenance request has been submitted, maintenance will enter the apartment without notice at their earliest convenience. **Any maintenance issues that are not reported to our main office phone number will**

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The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

Dated this _____ day of _____, 2019

LANDLORD:
Champaign Apartments LLC, Agent

TENANT:

By: Ironwood Homes, Inc.
An Illinois corporation, Its Manager

By: _____

Authorized Agent

Landlord Contact Information:

Office

Champaign Apartments LLC
2407 Hampshire Drive
Champaign, IL 61820

For Maintenance Calls/General Questions:

217-359-0248

*WORK ORDERS WILL NOT BE TAKEN AT ANY OTHER PHONE NUMBER. IF TENANT CALLS A CELL PHONE OF A CHAMPAIGN APARTMENTS LLC REPRESENTATIVE, YOUR WORK ORDER WILL NOT BE ENTERED OR PROCESSED.

Other Important Phone Numbers

Ameren – 800-755-5000 (Gas/Electric Service)
Illinois Water – 217-352-1420 (Water)
Connectivity- U-309-451-4200 (Internet Service)

Champaign Apartments LLC

MILITARY CLAUSE

Under section 535 of the Service members Civil Relief Act, a military member has the right to terminate a lease, if after signing the lease: the Tenant enters military service (which includes a reservist being called to active duty).

The military Tenant who terminates a lease under the SCRA must do so by giving the landlord written notice, accompanied by a copy of the military Tenant's orders. The notice must be "delivered" to the landlord by hand, private business carrier, or by U.S. mail, return receipt requested.

The SCRA states that the lease terminates "30 days after the first date on which the next rental payment is due and payable after the date the notice is delivered.

In cases where both a military member and a non-military spouse are Tenants, the military member's notice of termination is good for the non-military Tenant as well. **Other Tenants on the lease that are non-military will not be released from the lease.**

_____ **Tenant** _____ Tenant

_____ Tenant _____ Tenant

_____ Agent _____ Date