

**EASTVIEW APARTMENTS**

307 WEST UNIVERSITY  
CHAMPAIGN, ILLINOIS 61820  
217-377-1197 PHONE  
RDEVINE@DEVINE-ENG.COM



**SUB-LEASE AGREEMENT**  
806 WEST GREEN STREET  
APT. # \_\_\_\_\_  
URBANA, ILLINOIS 61801

**LESSOR** - EASTVIEW APARTMENTS  
**OWNER** - ROBERT W. DEVINE (217-377-1197)  
**SUB-LESSEE** - \_\_\_\_\_  
**LESSEE (Current Tenant)** - \_\_\_\_\_  
**% of APARTMENT SUBLEASED** - \_\_\_\_\_ (50% or 100%)  
**BEGINNING DATE** - \_\_\_\_\_  
**ENDING DATE** - \_\_\_\_\_  
**MONTHLY RENT** - \_\_\_\_\_  
**TOTAL AMOUNT PAID BY SUB-LESSEE TO LESSEE** \$ \_\_\_\_\_  
**DAMAGE DEPOSIT PAID BY SUB-LESSEE TO LESSEE** \$ \_\_\_\_\_

This lease is entered into between the Lessee and the Sub-Lessee stated above. They have both fully read and understood the application and the following sections, and by signing these documents agree to the spirit and the letter of each section.

**1. DESCRIPTION OF THE PREMISES.**

The Lessee hereby sub-leases to the Sub-Lessee the apartment at the above address. The apartment may be shared with another lessee. Lessee and Sub-Lessee shall determine the whereabouts of each individual's possessions.

**2. CONDITION OF THE PREMISES.**

Sub-Lessee agrees to keep the premises, its furnishings, and its appliances in a clean, neat, orderly and healthy condition at all times and to treat them with respect for their value and to prevent damage or abuse. Damages not the result of normal wear and tear are payable and to be made by the Sub-Lessee at the time the damage is repaired.

**3. DAMAGE AND CLEANING DEPOSIT.**

The purpose of the Damage and Cleaning Deposit, receipt of which is acknowledged by the signing of the lease, is to provide funds to the Lessor to restore the apartment, its furnishings and its appliances to the same condition as when this lease began and when possession was delivered to the Sub-Lessee. Ordinary wear and tear will be tolerated. The damage and cleaning deposit is

not, and shall not be construed to be, an advance rental payment for any month of the lease term. That is to say, it will not, except at the option of the Lessor, ever be used as rent, including the last month of rent. Upon redelivery of the apartment, its furnishings and its appliances back to the Lessee at the end of the term of the lease, and after the Lessee has made any deductions deemed reasonable by the Lessee for the restoration of the apartment, its furnishings, and its appliances to their original condition at the beginning of the lease term, the Sub-Lessee can expect to receive the remaining Damage and Cleaning Deposit, with any interest that may be required by law, to be paid within 30 days to the Sub-Lessee at any address as may be provided to the Lessee. If there are no deductions, the Sub-Lessee shall be repaid their deposit made to the Lessee within 30 days of the expiration of the sub-lease agreement.

A joint inspection of the premises shall be conducted by Lessee and Sub-Lessee, recording in writing, with copies for Lessor, Lessee and Sub-Lessee, any damage or deficiencies that exist at the start of the sublease period.

#### **4. REDELIVERY TO THE LESSOR.**

The Sub-Lessee agrees to surrender the apartment, its furnishings, and its appliances (including the keys and parking sticker) back to the Lessee in as good or better condition than at the time of the beginning of this lease, normal wear and tear excepted, and to do so promptly by noon on the date of the ending of the lease. If the Sub-Lessee does not promptly redeliver the apartment, its furnishing, and its appliances, the Lessee may elect to have the Sub-Lessee pay \$20.00 per day to Lessee as liquidated damages,

If all keys are not returned to the Lessee at the end of the lease, the Sub-Lessee shall be charged \$25.00. There is also a \$25.00 charge for all parking permits not returned within 30 days of the end of the lease term.

#### **5. RENT.**

Sub-Lessee agrees to pay Lessee or Lessor the rent as set forth on page 1 of the lease on or before the fifteenth day of each month in advance. The time of each and every payment of rent is the essence of this lease. Rent therefore is due on the fifteenth day of each month. Rent paid after the fifteenth day of the month will be assessed a \$20.00 late charge beyond a 3-day grace period and \$5.00 per day thereafter. Five days after the rent is due this agreement may be considered in default. Rent is to be paid by check or money order to EASTVIEW APARTMENTS and be dropped in the wall-mounted rent box in the north stairtower. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Lessee or Lessor has right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check. A \$25.00 charge will be assessed and is payable immediately for all checks returned from the bank for any reason. At any time the Sub-Lessee substantially abandons the apartment, the balance of all rent unpaid to that day becomes immediately due and payable.

#### **6. USE OF PREMISES.**

- A. The Sub-Lessee has the right to make full residential use of the apartment and all that is furnished within it. The Sub-Lessee agrees to refrain from disturbing other residents in the apartment building. The use or storage of hazardous or flammable chemicals is prohibited.**
- B. No storage will be allowed on balconies for boxes, garbage, etc. Ground floor window wells are not to be used for any reason.**
- C. Eastview Apartments is a non-smoking building. No smoking shall be permitted in apartments or stairtowers. Any evidence of smoking paraphernalia in an apartment will result in an automatic charge of \$25.00. If the apartment becomes damaged due to**

smoking, the damage deposit will be used to restore the apartment to its original state. Restoration may include carpet replacement, painting of walls, replacement of floor tile, replacement of counter tops, etc. Damages in excess of the damage deposit may be assessed.

D. No loud music is permitted before 10:00 am or after 10:00 pm on weekdays, before 10:00 am or after 11:00 pm on weekends.

E. No pets are allowed.

## 7. ALTERATIONS.

Sub-Lessee agrees not to alter in any way the apartment, its furnishings, its appliances and locks without the Lessor's prior written permission. No painting is permitted in the apartments. Do not use tape or sticky materials on walls for pictures or posters; small hanging nails are permitted. All holes shall be spackled before moving out.

## 8. UTILITIES.

The Sub-Lessee will contract and pay for all utilities to be supplied to the apartment. The Sub-Lessee shall provide water, electric, telephone and cable television service. Internet service is by Lessor.

## 9. ACCESS.

The Lessor retains the right to enter the apartment at any time (within reason) for inspection, repair, pest control or emergency. The Sub-Lessee has a right to privacy and the Lessor will always respect this right.

## 10. LIMITATION OF LIABILITY.

It is the responsibility of the Sub-Lessee to obtain, at the Sub-Lessee's option, tenants' homeowners insurance on personal belongings that may be on the premises at the time of any loss. Except as is the result of the Lessor's direct negligence, the Sub-Lessee agrees to hold the Lessor harmless for any casualty that may occur on the premises.

## 11. BREACH OF LEASE.

In the event the Sub-Lessee does not comply with all parts of this lease, upon sufficient notice as may be required by law, the Lessor can:

a) demand that the total rent for the remaining lease period be made payable immediately

and/or

b) terminate this lease and its term created by it and evict the Sub-Lessee in accordance with the law.

## 12. COLLECTION COSTS.

The Sub-Lessee is responsible to pay all expenses, attorney's fees, and court costs incurred by the Lessee and Lessor to enforce any or all parts of this lease including compensation to the Lessor for his time devoted to the enforcement of this lease. If the Sub-Lessee abandons the premises or is evicted, the Lessor may, but is under no obligation to, release the premises and apply the rent received in mitigation of the rent and other damages due the Lessor from the

Lessee.

**13. FURTHER AGREEMENTS.**

No oral agreements between the Lessee and Sub-Lessee are binding on either party. This agreement is written in conjunction with the previous lease given to the Lessee. The Sub-Lessee must abide by this lease as well as any or all provisions in the original lease, as specified by Lessor. Sub-Lessee must also abide by all rules set forth by Eastview Management.

**14. REINTERATION OF IMPORTANT ORIGINAL LEASE PROVISIONS.**

**AS STATED IN THE ORIGINAL LEASE, ONLY TWO PEOPLE CAN LIVE IN THE APARTMENT; EITHER ONE LESSEE AND ONE SUB-LESSEE OR TWO SUB-LESSEE'S. NO ADDITIONAL ROOMMATES.**

**GRILLES ARE NOT ALLOWED ON THE BALCONIES.**

**14. SIGNATURES**

SUB-LESSEE \_\_\_\_\_

LESSEE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

SUB-LESSEE \_\_\_\_\_

LESSEE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**SUB-LESSEE INFORMATION**

**LESSEE INFORMATION**

**Home Address**

**Home Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Home Phone**

**Home Phone**

\_\_\_\_\_

\_\_\_\_\_

**Email Address**

**Email Address**

\_\_\_\_\_

\_\_\_\_\_