

EASTVIEW APARTMENTS

307 WEST UNIVERSITY
CHAMPAIGN, ILLINOIS 61820
217-359-1600 OFFICE
rdevine@devine-eng.com EMAIL



Apartment #201 2011-2012 Real Estate Lease

This lease Agreement (this "Lease") is made effective as of **Wednesday, August 17, 2011** by and between Eastview Apartments ("Landlord"), **Tenant ("Tenant")** and **Tenant ("Tenant")**. The parties agree as follows:

A. PREMISES.

Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a two-bedroom furnished apartment with full bath and appliances (the "Premises") located at 806 West Green Street, Urbana, Illinois 61801.

B. PARKING.

Tenant shall be entitled to rent (1) parking space for the parking of the Tenant's motor vehicle. Motorcycle and bicycle parking is permitted only in the designate space provided on the parking lot. Cars leaking oil are not permitted and must be immediately repaired or removed.

Each parking space is an additional \$40 per month. An assigned space and sticker shall be designated for each vehicle. The replacement fee for lost stickers is \$25.00.

C. FURNISHINGS.

The lease of the Premises includes all furnishings supplied with the apartment. Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

D. OCCUPANTS.

The Premises may not be occupied by more than 2 persons, consisting of 2 adults and no children, unless the prior written consent of the Landlord is obtained.

E. HOLDOVER.

If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord a lease payment for the Holdover Period based on the terms of the following Lease Payments paragraph. Such holdover shall constitute a month to month extension of this Lease.

F. LEASE PAYMENTS.

Tenant shall pay to the Landlord a total annual lease payment of **\$11,520.00**, payable in advance, in installments of **\$960.00** per month received in the Eastview rent drop box or at our Champaign office by the 15th day of each month. (The first lease payment in August is due at the start date of the lease). 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. Under no circumstances shall Management's acceptance of a partial payment constitute accord and satisfaction. Nor will Management's acceptance of a partial payment forfeit Management's right to

collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check. Any modification to this lease must be made in a letter signed by Management, in which Management states and agrees to the modification. Management may accept any partial payment check with any conditional endorsement without prejudice to his/her right to recover the balance remaining due, or to pursue any other remedy available under this lease. Lease payments shall be made to the Landlord at 307 West University, Champaign, Illinois, 61820.

G. LATE PAYMENTS.

Tenant shall pay a late charge equal to \$25.00 for each payment that is not received within 3 days after the due date for such late payment. An additional charge of \$10.00 per day shall be assessed after the 3-day grace period until the day payment is received. An eviction notice will also be issued after the 3-day grace period as well as interruption of internet services.

H. NON-SUFFICIENT FUNDS.

Tenant shall be charged \$30.00 for each check that is returned to Landlord for lack of sufficient funds. Rent payment for the remainder of the lease period shall be made by cash or money order after this occurrence.

I. SECURITY DEPOSIT.

At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust a security deposit of **\$960.00** to be held and disbursed for Tenant damages to the Premises (if any) as provided by law. The remainder of the deposit will be returned to Tenant within 30 days after this Lease ends. If the Tenant breaks the lease for any reason the security deposit will be forfeited.

J. POSSESSION.

Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

K. USE OF PREMISES/ABSENCES.

1. Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence. Extended absence shall constitute as two weeks or more.
2. No storage will be allowed on balconies for boxes, bicycles, garbage, etc. Ground floor window wells shall not be used for any purpose.
3. 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, your 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.
4. No loud music is permitted before 10:00 am or after 10:00 pm on weekdays, before 10:00 a.m. or after 11:00 pm on weekends.

L. KEYS.

The Tenant will be given 4 keys to the Premises (2 stair tower and 2 apartment) and 2 mailbox keys. If all keys are not returned to the Landlord at the end of the lease, the Tenant shall be charged \$25.00 for each key. No extra keys will be issued.

M. LOCKOUT.

If the Tenant becomes locked out of the Premises, the Tenant will be charged \$25.00 to gain re-entry.

N. MAINTENANCE.

1. Tenant's obligation for maintenance shall include:
 - a. Cost of any maintenance to the apartment, furnishings and appliances due to negligence. For example, this would include clogged toilets, jammed garbage disposal and stains in the carpeting.
 - b. Snow removal around personal vehicles.
 - c. Stairtower landing just outside apartment.

2. Landlord's obligation for maintenance shall include:
 - a. The roof, floors, outside walls and other structural parts of the building.
 - b. The parking lot, driveways and sidewalks including snow and ice removal.
 - c. The sewer, water pipes, water heater and other matters related to plumbing.
 - d. The electrical wiring.
 - e. The heating and air conditioning system.
 - f. All security systems. (Parking lot surveillance is a deterrent only).
 - g. All other items of maintenance not specifically delegated to Tenant under this lease and all applicable codes.

O. IMPROVEMENTS.

1. Painting in apartments is not permitted without written consent of the Landlord.
2. No tape is to be used for hanging posters or pictures. Standard hanging nails are permitted, with the understanding that if the nail is too large and damages drywall, it will be fixed at the tenant's expense.
3. No shelves may be fastened to the walls unless authorized in writing by the Landlord. The number and location of shelves must be verified with the Landlord, as well as the method of attachment. Any unauthorized shelves will be removed by the Landlord at the tenant's expense.
4. Any damage done to walls must be reported to the management. The management will do all such repairs.

P. ACCESS BY LANDLORD TO PREMISES.

Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary service, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

Q. UTILITIES AND SERVICES.

Tenant shall be responsible for the following utilities and service in connection with the Premises:

1. Electrical power.
2. Water service
3. Telephone service.
4. Cable TV service.

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay (if any) other than those to be paid directly to the utility company furnishing the service.

Landlord shall be responsible and pay for the following utilities and service in connection with the Premises:

1. Ethernet internet access.
2. Garbage disposal from on-site dumpsters.
3. Sewer service.
4. Recycling bins.

R. PROPERTY INSURANCE.

Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

S. DANGEROUS MATERIALS.

Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

T. DESTRUCTION OR CONDEMNATION OF PREMISES.

If the Premises are partially destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within 21 days after the occurrence of the destruction, Landlord shall repair the Premises and lease payments shall abate during the period of the repair. However, if the damage is not repairable within 21 days, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate immediately upon written notice of such event or condition by either party.

U. DEFAULTS.

Tenant shall be in default of the Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 5 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults.

V. HABITABILITY.

Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable an acceptable condition of habitability (clean and in good repair) for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, tenant shall promptly provide reasonable notice to Landlord. Landlord to remedy within 30 days.

W. PETS.

The Tenant is permitted to have on the Premises: fish in aquariums at no additional deposit. No cats or dogs are permitted. No additional pets shall be allowed without the prior written consent

of the Landlord. At the time of signing this Lease, Tenant shall pay to Landlord in trust, a deposit of \$50.00, to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is an addition to any other security deposit stated in this Lease. Any damage caused by a pet greater than \$50.00 shall be deducted from the apartment security deposit.

X. ASSIGNABILITY/SUBLETTING.

Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

Y. ENTIRE AGREEMENT/AMENDMENT.

This lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

Z. SEVERABILITY.

If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

AA. CUMULATIVE RIGHTS.

The rights of the parties under this Lease are cumulative, and shall not construed as exclusive unless otherwise required by law.

BB. GOVERNING LAW.

This Lease shall be construed in accordance with the laws of the State of Illinois.

CC. INCLUDED FURNITURE/APPLIANCES.

The following items are included with your apartment.

- | | |
|--|----------------------------|
| 1. Refrigerator | 14. Aluminum Window Blinds |
| 2. Electric Range | |
| 3. Dishwasher | |
| 4. Garbage Disposal | |
| 5. Microwave | |
| 6. Stackable Washer/Dryer | |
| 7. Couch and Matching Chair | |
| 8. (2) End Tables and (1) Coffee Table | |
| 9. (1) Table Lamp | |
| 10. Dining Table and (4) Chairs | |
| 11. (2) Bar Stools | |
| 12. (2) Full Beds | |
| 13. (2) Computer Tables | |

DD. LEASE SUMMARY AND SIGNATURES.

ADDRESS OF PREMISES

Apartment #201
806 West Green Street
Urbana, Illinois 61801

TERM OF LEASE

Beginning Date: Wednesday, August 17, 2011*
Ending Date: August 5, 2012
*Class Starts Monday, August 22, 2010

LEASE PAYMENTS

Total Rent Payment: \$11,520.00
Monthly Rent Payment: \$960.00

SECURITY DEPOSIT

Security Deposit Payment: \$960.00
Date Security Deposit Paid: 10-7-2010

PARKING

Total Parking Payment: \$480
Monthly Parking Payment: 40
Parking Space #: 2

PET DEPOSIT

None

SIGNATURES:

TENANT #1

Tenant Name
Street Address
City, State, Zip
Cell Phone xxx-xxx-xxxx
Home Phone : xxx-xxx-xxxx
Email [Address](#)

Signature and Date

TENANT #2

Tenant Name
Street Address
City, State, Zip
Cell Phone xxx-xxx-xxxx
Home Phone : xxx-xxx-xxxx
Email [Address](#)

Signature and Date

MANAGER

Eastview Apartments
307 West University
Champaign, Illinois 61820
217-359-1569 Business Phone, 217-377-1197 Mobile Phone
rdevine@devine-eng.com EMAIL

Signature and Date