

**Bankier Apartments
Lease Contract**

Bldg.

This indenture, made this th day of , 2009 between, Lessor and _ Lessee(s). Witnesseth: That the Lessor agrees to lease the (1), (2), (3), (4) **bedroom furnished**, apartment **No.**, said apartment being at _ in the city of Champaign, Illinois, for the term, beginning on the **18th-Day of August, 2010, and ending on the 11th day of August (12:00 Noon) 2011,** under the terms and the Lessor and Lessee agrees:

Parking and utilities not included.

1. Make checks payable to Bankier Apartments and mail or take to Busey bank, Champaign, Illinois, as rent for said premises the sum of \$ per month on the 15th day of each month during the term of the lease hereof, except that the last month's rent is due at the signing of this lease, or upon occupancy. Lessee agrees to pay all rent promptly when due. If not paid 5 days after due date, there will be a \$35.00 late charge. If not paid 15 days after due date an additional \$15.00 will be assessed. Delay payments have to be made within 48 hours after date indicated or a five day notice will be issued. There will be a \$25.00 charge for NSF checks.
2. Lessee agrees to make inspection of this apartment within 72 hours after taking possession thereof, and agrees to submit in writing to the Lessor a complete list of all and any deficiencies relative to the apartment itself and its furniture & furnishings, and further agree to keep said premises and appurtenances thereto in a clean, neat, orderly and healthy condition at all times and without damages or abuses thereto, and yield back said premises to Lessor upon termination of this lease in good repair and clean condition. If the conditions of the apartment and its furnishings are significantly altered adversely by tenants or landlord, between the time of signing the lease and taking possession, the Lessor guarantees to rectify the situation within a reasonable time.
3. Lessee agrees not to make any alteration, addition or amendment to the premises. If a second phone line is activated by Lessee, a phone splitter jack must be used. Lessee agrees to take all necessary precaution against freezing of water pipes (by never turning the thermostat off or below 62 degrees, including vacation breaks). All leaks from pipes, faucets, etc. must be reported immediately. If not, and any damages occur, lessee will be charged a portion of the damages. Also, Lessee is to be careful that no hair, thread, strings, sanitary napkins or rubbish of any kind enters drainage or waste pipes on said premises, and to be responsible for damages resulting from these. Lessee also agrees not to allow accumulation of trash in the apartment or on any area of the building, including balconies. Should Lessor need to remove rubbish, recyclable, or stored materials from balcony, halls or stairways, Lessee will be charged, based on cleanup time. Also Lessee agrees that no articles of any type will be thrown from their balcony. Grilling on balconies violates city fire ordinance.
4. The Lessor hereby expressly warrants that the premises above described are adequately fit for human habitation and the Lessor further agrees to maintain the premises and its appliances in such a manner as to comply with all municipal, housing, electrical and sanitary codes. Lessor further agrees to supply auxiliary heating facilities, if Lessee's heating system cannot be immediately repaired. Lessor will also rectify emergency situations immediately, (broken pipes, etc), with minor cosmetic repairs or painting to be allowed reasonable time to complete. Lessor further guarantees promptly to make necessary repairs to locks, windows, exterior doors, mailboxes, or exterior lighting, necessary to the

safety or security of both Lessor and the Lessee, and their property. Lessee agrees to call the office of the Lessor (between the hours of 8:00a.m. and 5:00p.m. or at other hours for an emergency) for the purpose of reporting repair or maintenance problems. After office hours, there will be a \$35.00 charge for lock-outs.

5. There will be an additional utility charge of \$9.00 per month (per person), which is an average of Sanitary

District and hauling charges. This is to be added to Lessee's monthly rent. If the Lessor pays for water,

an additional \$9.00 per person per month will be charged, which is an average usage. If Lessor does not pay for utilities, Lessee will be required to transfer utilities into their name. There will be a \$15.00 fee assessed monthly for each bill that Lessor pays on behalf of the Lessee. Pest control is included at no charge.

6. Lessee agrees to allow Lessor access to the leased premises for the purpose of examining or exhibiting the same or making any needful improvements to said premises which Lessor may see fit to make; however, Lessor agrees not to enter premises for any other purpose and to respect the Lessees' rights to privacy, and to keep such necessary visits to a minimum.

7. Lessee agrees not to assign this lease, nor sublet premises, or any part thereof without the consent of the Lessor. Lessee agrees to sublease only by using the sublease agreement on the last page hereof.

Lessee further agrees to assign this lease only by written agreement with Lessor and agrees to pay a \$75.00 sublet fee. This sublet form is

to be attached to the original lease, after execution. This contract is not renewable unless satisfactory arrangements are made by all parties concerned. If not notified, this apartment will be shown and re-rented without notification to the Lessee, although notices will be distributed to Lessee notifying them of renewal dates so that the Lessee will have the first option to renew. Lessor has the right to limit the number of occupants.

8. In case said leased premises shall be rendered untenable by fire or other casualty, the terms hereof shall cease. Lessor's insurance does not cover Lessee's personal property in case of fire, theft, or other casualty. Lessee should obtain **renter's insurance** for this purpose, at an agent of their choice.

9. Payment of all utility costs including re-lighting of gas pilot lights where applicable are the responsibility of the Lessee, unless otherwise specified in the lease. **IT IS THE LESSEE RESPONSIBILITY TO CALL AND SET UP ALL THE UTILITIES PRIOR TO MOVE-IN.** If pilot lights need to be relit, Lessee must arrange this with Illinois Power. There is a separate parking lease, if applicable.

10. Pets of a four-legged nature are absolutely forbidden on the above premises and Lessee's violation of this rule will cause them to face immediate eviction, with all the rent due on the balance of this lease and payable at once.

11. Lessee agrees to pay a damage deposit equal to one month's rent, upon signing this lease which shall be refunded with bank rate interest, within 30-45 days as per Illinois Statute if the apartment and its appurtenances are left clean and orderly upon Lessor's inspection. If Lessee is vacating the apartment prior to August 13 written notice is required, to facilitate the refund of the security deposit, within 30 days. Lessee agrees to be responsible for and to pay promptly for any damage to the leased premises

and for any damage to, or loss of the appliances, furniture and fixtures therein caused by the Lessee or his or her guests, excepting damage due to ordinary and reasonable wear and tear. Shampoo charges will be deducted from the Security Deposit. If after carpet shampooing is complete the unit requires further treatment or replaced additional charges will be applied. The final extent of the damages will be determined by comparing the conditions of the apartment and its furnishings at the time of vacating the apartment with Lessee's written statements of the apartment's condition at the time of taking possession, although some damages may also be determined at an earlier time, in which case Lessee agrees to pay them promptly at this time. Lessor provides blinds. Lessor does not provide bulbs for lamps or appliances or ceiling fixtures. Fire extinguishers (in Urbana) and smoke alarms must be monitored by Lessee. No tape or stickers are allowed on the walls or doors. (There will be a charge for removal).

12. Recovery of the premises by Lessor shall not relieve Lessee(s) of any obligations hereunder, and Lessor may lease the premises to others upon such terms and conditions as he deems proper, and recover from Lessee(s) sums due hereunder, less any consideration received from others for the use of the premises, for the remaining term hereof, after paying expenses.
13. Lessee agrees to surrender all keys and possession of premises at the termination of this lease. A \$20.00 per person key deposit and (\$ 20.00 per elevator pass deposit, where applicable) is to be paid to Lessor prior to the taking possession of the premises. This deposit will be refunded at the termination of the lease only if all keys (and cards) are returned by expiration of lease, and no duplicates have been made without our consent. There will be a charge for rekeying the lock if all keys are not turned in by the lease termination date. Lessee may request a lock change as an option for an additional fee.
14. The failure of Lessee to perform the foregoing covenants, or any one of them, shall constitute a breach of this contract, and the further occupancy of said premises by Lessee. Lessor may, under the due process of law, evict and dispossess Lessee from leased premises, and may pursue any other remedy, either by law or in equity. In the event Lessee fails to make payments when due, Lessee shall also be responsible for any necessary court and collections costs ranging from 30-50% of the balance collected. Non-prevailing party shall pay reasonable legal fees.
15. The failure of Lessor to perform the foregoing covenants, or any one of them, shall constitute a breach of this contract, and the Lessee may pursue any remedy either by law or in equity. Non-prevailing party shall pay reasonable legal fees. .
16. All parties of this lease agree that the covenants and agreements herein contained shall be binding upon, and apply and insure to, their respective heirs executors, administrators, and assignees. This lease and any and all written endorsements there-upon constitute the entire extent of the agreement between the Lessor and Lessees pertain to the leasing of these premises. No oral promises are binding on either Lessor or Lessees. All Lessees signed on this lease are jointly and severally responsible for rent and damages.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS IN DUPLICATE THE DAY AND THE YEAR FIRST ABOVE WRITTEN:

Lessee _____ Address _____ phone _____

Lessee _____ Address _____ phone _____

Lessee _____ Address _____ phone _____

Lessee _____ Address _____ phone _____

Lessor or Agent _____ Bankier Apartments 406 E. Green,
Champaign IL.
Phone# 217-328-3770