

Bankier Apartments

Bldg.

Lease Contract

This indenture, made this th **day of** , **2011** between, Lessor and Lessee(s). Witnesseth: That the Lessor agrees to lease the (?), **bedroom furnished**, apartment **No.**, said apartment being at in the city of Champaign, Illinois, for the term, beginning on the **th-Day of August, 2012, and ending on the th day of August (12:00 Noon) 2013,** under the terms and the Lessor and Lessee agrees: **Parking and utilities not included.**

1. Make checks payable to Bankier Apartments. Rent payment should be paid at Busey bank at 6th and Green, 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 which is due 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. Delayed payments must be made within 48 hours after grace period 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 during winter 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 agrees to be careful that no hair, thread, strings, food, 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 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, recyclables, or stored materials from balcony, halls or stairways, Lessee will be charged, \$15.00 per bag or clean up time.
4. Lessee, on behalf of Lessee and Lessee's guests, agrees that no object, including any and all liquids, shall be dropped, thrown or otherwise ejected from balconies, specifically including but not limited to cigarettes, matches, bottles, cans, or garbage. Lessee may incur up to a \$500.00 fine by the Champaign Police Department for the first violation of this rule and be subject to criminal

prosecution and eviction. Investigation of alleged incidents may also be reported to the University of Illinois and Parkland College.

5. 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 hours lockouts will be charged a \$35.00 fee payable to the maintenance person at the time of the lock-out. In the event keys are lost, Lessee must have the apartment locks changed by a Lessor approved locksmith. Any charges for lock change will be paid by Lessee directly to the locksmith.
6. **There will be an additional utility charge of \$10.00 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 \$13.00 per month (per person) will be charged, which is an average usage. Unless lessee and lessor have otherwise agreed in the body of the lease that the lessor is responsible for the utilities, Lessee agrees to put all utilities in their name for the duration of the lease. Failure of lessee to transfer utilities into their name will result in a fee of \$15.00 monthly for each bill that Lessor pays on behalf of the Lessee.
7. **IT IS THE LESSEE'S RESPONSIBILITY TO CALL AND SET UP ALL THE UTILITIES PRIOR TO MOVE-IN.** 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. If pilot lights need to be relit, Lessee must schedule this with Ameren IP.
8. Monthly pest control is included at no extra charge unless lessee produces conditions that attract pests or rodents. If Lessee causes such conditions, Lessee will be subject to applicable charges.
9. 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 Lessee's rights to privacy, and to keep such necessary visits to a minimum.
10. 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.
11. 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.

12. There is a separate parking lease, if applicable. Parking leases do not automatically renew.
13. Lessee hereby acknowledges that no pets of a four legged nature are allowed under any circumstances at any time, without Lessors prior written consent. Lessors consent once given, may be revoked at any time should pet be in be in violation of pet rules. If Lessor finds an unauthorized pet on the premises, Lessee hereby agrees to pay a fine of \$250.00 as liquidated damages, and an additional \$20.00 for each additional day the pet remains on the premises. This fine shall be applied in all cases, even those where tenant is "keeping" the pet for a friend or the pet is just "visiting" with a guest or visitor of the lessee. If the pet remains on the premises for a period of five days or more from the date it is first observed by Lessor, then Lessee will face eviction, with all the rent due on the balance of this lease.
14. 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 11 written notice is required, to facilitate the refund of the security deposit, within 30 days. An apartment is not considered vacant until all keys have been returned. 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. No tape or stickers are allowed on the walls or doors. (there will be a charge for removal). 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.
15. Lessor will provide blinds. It will be the responsibly of the Lessee to change their own light bulbs (except ceiling can lights which are out of reach). Lessee is responsible to monitor and change the batteries in their smoke detectors (Lessor recommends this be done twice a year). Lessee agrees not to tamper with or disable smoke detectors and to notify Lessor immediately if smoke detector is damaged or malfunctioning.
16. 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.
17. 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. The key deposit will be refunded at the termination of the lease only if all keys are returned by expiration of lease, and no duplicates have been made without Lessors 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. The elevator pass deposits will be returned on a per pass basis.

18. 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.
19. 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. .
20. 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.

Rules and Regulations

1. Lessee is fully responsible for the actions of his or her guests from the moment the guest enters the Commons Areas and/or Building until the guest leaves. Lessee is further responsible for the actions of any person who enters the Apartment or Common Areas.
2. Smoking is prohibited in the commons areas, elevators, and stairways of all buildings per city ordinance.
3. Lessee will not store or bring any hazardous or illegal materials on the Commons Areas or Leased Premises. Lessee will not use the Common Areas or Leased Premises for any hazardous or illegal purposes.
4. Lessee hereby acknowledges that all gas and charcoal barbeque grills and patio torches are strictly prohibited on balconies and patios per city ordinance.
5. Lessee shall not access nor allow any person to access the roof of any building at any time.
6. Neither Lessor nor his agents shall be liable for any accidents, injuries, or damages incurred by the Lessee(s) on the premises, as well as above, upon, or about said premises arising from acts or neglect of other occupants of the premises, persons on the premises, or neighboring property. Lessor shall have no duty to protect Lessee(s) from criminal acts of other persons.
7. Lessor and his agents are not responsible for settling any roommate disputes. Resolutions of disputes are the responsibility of the Lessee.

Lead Warning Statement

Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and /or lead-based paint hazards in the dwelling: Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

___(a) Presence of lead-based paint and/or lead-based hazards(check one below)

Known lead-based paint and/or lead based paint hazards are present in the house (explain):

Lessor has no knowledge of lead-based paint and /or lead based paint hazards in the housing

___(b) Records and Reports available to Lessor (check one below)

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list documents below):

Lessor has no reports or records pertaining to lead-based paint hazards in the housing.

LESSEE'S ACKNOWLEDGEMENT (initial)

___(c) Lessee has received copiers of all information listed above

___(c) Lessee has received the pamphlet *Protect Your Family From Lead In Your Home*

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 _____

Lessee _____ Address _____
phone _____

Lessor or Agent _____

Date _____

Bankier Apartments 406 E. Green, Champaign IL.

Phone# 217-328-3770