

# LEASE

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between REDBIRD PROPERTY MANAGEMENT, INC., 200 N. Linden, Normal, Illinois 61761, hereinafter referred to as LESSOR, and \_\_\_\_\_, hereinafter referred to as LESSEE.

WITNESSETH

### I. PREMISES LEASED.

- A. LESSOR does hereby grant to LESSEE apt. No. \_\_\_\_\_ in premises commonly known as \_\_\_\_\_.
- B. In addition to the lease of said unit, the following services and privileges are granted hereby to LESSEE:
  1. Use at all time of the off street parking area upon said premises: \_\_\_\_\_ spaces per apartment.
  2. Refuse storage facilities and pick-up service and general building maintenance outside of the suites, including lawn care.

### II. TERM OF LEASE.

Said lease shall be for a term of \_\_\_\_\_ months, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and terminating on the \_\_\_\_\_ day of \_\_\_\_\_ without notice.

### III. RENT.

- A. LESSEE agrees to pay as rent for the aforesaid premises and residence privileges the sum of \$ **SAMPLE**, payable as set forth herein in the "Special Provisions", which are referenced below in section XIV. A late charge of \$50.00 per payment; will be made for payment not received in office of the LESSOR 5 days after due date.
  - B. Withdrawal from the University shall not terminate the obligation of LESSEE hereunder and LESSEE shall be liable for the aforesaid rents unless said space is leased to another resident by LESSOR or unless LESSEE provides a sub-LESSEE suitable to LESSOR as hereinbelow provided. No refund shall be made of the unexpired rents, unless a like amount shall be paid by sub-LESSEE.
  - C. It is agreed that time shall be of the essence in this Lease Agreement, and that upon non-payment of the whole or any portion of the rent, services charges or late fees when the same is above promised to be paid, the LESSOR may accelerate the balance due or to become due during the term of this Lease Agreement so that it is immediately due and may declare this Lease at an end and begin an action of Forcible Entry and Detainer.
- Joint Rental Responsibility: The term "LESSEE" as used herein shall be construed to mean "LESSEES" whenever this agreement shall be jointly and severally liable for all rental payments. It being the understanding that each LESSEE shall be individually liable for any and all rental payments due and owing and that all LESSEES shall be liable until such payments are made.

### IV. RESIDENT RESERVE ACCOUNT. (\*service fee is non-refundable)

In addition to the payments set forth herein for rent, LESSEE shall, upon execution hereof, deposit with LESSOR the sum of \$60 per tenant (\$50 security deposit, \$10 non-refundable service fee\*), to be applied against damage to any part of the premises leased hereby for the furnishings therein and to the common hallways, stairwells and other common areas contiguous to LESSEE'S apartments, unpaid utility bills, unpaid rent, cleaning expense upon vacation by unit unless said damage is paid for prior to the end of the term.

### V. UTILITIES become tenants responsibility as of lease start date. Utilities not transferred into LESSEE'S name will be shut off. LESSOR shall provide \_\_\_\_\_ and \_\_\_\_\_ at no expense to LESSEE. LESSEE, however, shall provide and pay for all other utilities.

### VI. USE AND CARE OF THE PREMISES.

- A. Said premises shall be used by LESSEE solely for residential purposes. Further, LESSEE shall not permit any unlawful or immoral practices to be committed upon the premises, nor use the premises for any purpose or in any manner that will increase the insurance rate thereon. Further, the use of the premises by LESSEE shall be in a manner consistent with the rights of other residents of said building and so as not to cause undue disturbance. Nor to allow any other persons to occupy said premises hereby rented.
- B. LESSEE shall be liable for any damage to the premises or the furnishings and appliances within said unit. Upon termination of said Lease, the unit including the furnishings and appliances shall be left by LESSEE in sanitary, clean condition, suitable for immediate lease to another tenant and any loss, cost or expense occasioned by LESSEE'S failure to do so shall be charged against the aforesaid security deposit. LESSOR'S decision as to said condition and the necessity of expense to render said unit in a usable condition shall be binding upon the parties hereto.
- C. Without limiting the activities or uses otherwise prohibited by this Lease, the following activities are specifically prohibited:
  1. No pets shall be permitted upon the premises. \$500 fine for having a pet on the premises. LESSOR may remove pets without notice. LESSOR is not responsible for removed pets and may release to outdoors.
  3. No pictures or other objects shall be hung or suspended within said unit, except with approved hooks.
  4. LESSEES shall not be permitted or allow any rubbish, waste materials or other products to accumulate upon the premises, but shall maintain the same in a reasonably clean condition at all times.
  5. LESSEE agrees to abide by town noise ordinance. No parties will be held outdoors. Indoor parties shall be small, controlled and not disturbing to neighbors. Illegal activities are prohibited at any time.
  6. Padlock, chain or locks of any type on any door, exterior or interior, are prohibited except locks installed by LESSOR.
  7. LESSEE may not make changes, temporary or permanent, to the unit nor install air conditioner unit(s) without prior written consent of Agent.
  8. No personal items may be left outside of leased unit (grill, lawn chairs, etc.). These items are at risk to be removed without notice.
  9. There will be a \$25 fee assessed for any returned checks.
  10. There is a \$25 lockout fee.

INITIALS \_\_\_\_\_ We have read the rules and regulations above.

### VII. DAMAGE TO LESSEE'S PROPERTY

- A. LESSOR shall not be liable for any loss or damage to LESSEE'S personal property occasioned by fire, theft or any other hazard or any condition of, or malfunction of equipment upon, the premises; nor shall LESSOR be liable for any damage arising from the acts or neglects of other residents or occupants of the apartment, house or any owners or occupants of adjacent property; nor shall LESSOR be liable for any damage to LESSEE'S personal property occasioned by the failure of LESSEE to maintain plumbing, water, gas, steam, sewer or other pipes, not from back-up of the storm or sanitary sewers or the bursting of any tank, water closet or waste pipe in and about said premises unless LESSOR is found to be negligent.
- B. LESSEE covenants and agrees to make no claim against LESSOR, it's agents or employees for any damage, personal injury or loss of use occasioned thereby.

### VIII. ASSIGNMENT & SUBLETTING.

LESSEE shall not assign or sublease these premises without first obtaining LESSOR'S prior written consent. A subleasing fee of \$50 will be assessed.

### IX. ENTRY.

The LESSEE agrees that at reasonable times prior to the termination of this Lease, the LESSOR or it's agents may enter the premises for the purpose of inspection, cleaning or repairs or to show the same to prospective new tenants.

### X. LANDLORD'S DISTRESS FOR RENT.

If default be made in the payment of above rent, or any part thereof, or in any of the covenants herein containing to be kept by the LESSEE, it shall be lawful for LESSOR at any time at his election, without notice, to declare said term ended and to re-enter said premises, or any part thereof, with or without process of law, and to remove LESSEE or any persons occupying the same, without prejudice to any remedies with might otherwise be used for arrears of rent or other deficiency, and LESSOR shall have at all times the right to distrain for rent or deficiency due and shall have a valid and first lien upon all personal property with LESSEE owns or may hereafter acquire or have interest in, whether exempt by law or not, as security for payment of the rent or deficiency herein reserved.

### XI. It is illegal for either the owner or the broker to refuse to display or sell to any person because of one's membership in a protected class, e.g.: race, color, religion, sex, ancestry, age, marital status, physical or mental handicap, familial status or any other class protected by Article 3 of the Illinois Human Rights Act.

### XII. If any clause or provision of this agreement is found to be unenforceable or inapplicable, then the remaining provisions will not be voided and will remain in full force and effect.

### XIII. ATTORNEY FEES & COLLECTION.

If LESSEE violates any covenant, term or condition of this Lease, and the LESSOR employs an attorney or collection agency to pursue any violation or breach of this Lease, the LESSEE shall be liable as hereafter stated for all attorney fees, collection costs, court and legal fees incurred by the LESSOR. LESSEE agrees to pay the greater of either attorney's fees in the amount of \$600.00 plus \$200.00 per hour for legal fees in excess of 3 hours, or collection costs equal to thirty percent (30%) of the total amount due from LESSEE under this Lease with a minimum of \$200.00 collection costs. The aforesaid fees or collection costs shall be due whether or not litigation is commenced by LESSOR. LESSEE agrees that said attorney fees and collection fees are reasonable. The LESSEE agrees to allow LESSOR pursue all legal claims and suits in the Circuit Court of McLean County, Illinois thereby waiving any defense of lack of jurisdiction or venue in said suits. The LESSOR, attorney or debt collector is granted permission to request a credit report on LESSEE, if LESSEE'S outstanding balance to LESSOR is past due over thirty (30) days. If property is rendered unlivable due to fire or other cause, LESSOR shall not be obligated to provide housing for LESSEE, in such event, LESSOR shall return any un-accrued rent.

### XIV. SPECIAL PROVISIONS.

Payments of \$ \_\_\_\_\_ due on the \_\_\_\_\_ of each month \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_.

WITNESS the hands and seals of the parties hereto on the day and year first written above and receipt of monies as herein described.

LESSEE: \_\_\_\_\_

LESSOR: REDBIRD PROPERTY MANAGEMENT INC.

By \_\_\_\_\_

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