

STUDENT APARTMENT MART, INC.

608 Kingsley, Suite A  
Normal, Illinois 61761  
309-888-4600

Apt. Address \_\_\_\_\_

Apt. No. \_\_\_\_\_

## - LEASE -

Parking Spaces Per Apartment \_\_\_\_\_

Dated \_\_\_\_\_

THIS AGREEMENT is made between STUDENT APARTMENT MART, INC., agent or lessor, hereinafter referred to as "LESSOR" and

hereinafter referred to as "LESSEE".

### I. PREMISES LEASED

- A. LESSOR agrees to lease to LESSEE the premises known as \_\_\_\_\_ Normal, McLean County, Illinois 61761.
- B. In addition to the lease of the unit, the following services and privileges are granted to the LESSEE.
1. Refuse facilities.
  2. General building maintenance outside of the suites, including lawn care, LESSEE is responsible for snow removal.
  3. Furnishings and appliances presently on property shall remain in the unit under control of LESSOR.
- C. LESSOR does business in accordance with the Fair Housing Law.

### II. TERMS OF LEASE

This lease shall be for a term of \_\_\_\_\_ Semesters, beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and terminating on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. LESSEES will not be allowed to move in prior to the first day of the lease unless authorized by LESSOR. If any LESSEE takes early possession of the premises herein, said possession shall be deemed to be possession by all the LESSEES herein thereby waiving any rights which they may have had regarding cleaning and repair of the premises prior to possession. LESSEE agrees that LESSOR may attempt to sublease the unit and mitigate damages if all rental payment amounts due pursuant to the lease terms have not been paid by the possession date, and LESSEE shall remain liable for all rents not paid pursuant to the lease.

### III. RENT

- A. Total rent for the aforesaid premises is \$\_\_\_\_\_. LESSEES agree to pay \$\_\_\_\_\_ as their share of the total rent in \_\_\_\_\_ payments of \$\_\_\_\_\_ due monthly beginning \_\_\_\_/\_\_\_\_/20\_\_\_\_ and ending \_\_\_\_/\_\_\_\_/20\_\_\_\_, or as otherwise set forth herein in the "Special Provisions," which is attached herewith and included by reference. A late charge of 10% of the total outstanding balance due + \$2 per day shall be added to the payments due and not received in the office of LESSOR by the end of the 5<sup>th</sup> day of the month; unpaid late fees, damages, and utility bills shall be considered additional rent due. Any withholding of rent by LESSEE when due, unless authorized by Statute, shall be deemed to be a breach of this Lease. Upon breach of any term of this lease, all future lease payments are accelerated and become immediately due and owing. LESSEE understands that all rent due by original move-in date must be paid before early move-in. Return check fee is 10% of check amount or \$35, whichever is greater. Payment for damages and utility bills shall become due and payable 15 days after notice is sent by LESSOR. Any rental payments made by the LESSEE(s) or on behalf of the LESSEE(s) pursuant to the Lease shall not be refundable regardless of circumstances.
- B. All payments due pursuant to this lease **SHALL** be made online via the tenant portal with either a recurrent payment setup option or monthly as specified in the lease instrument.
- C. LESSOR is not affiliated with Illinois State University, Illinois Wesleyan, or Heartland Community College and the suspension of classes, withdrawal, or dismissal from the University shall not terminate the obligation of LESSEE hereunder and LESSEE shall be liable for the aforesaid rents.
- D. Joint Rental Responsibility: Each LESSEE shall be jointly and severally liable for all rental payments required by this lease unless otherwise subject to limited individual liability. The term LESSEE as used herein shall be considered to mean LESSEES whenever there is more than one tenant.

- E. Unpaid security deposit, late fees, damages and utility bills, including overage amounts, shall be deemed to be unpaid rent for the purposes of the statutory 5-day notice requirement for unpaid rent necessary for filing of a Complaint for Eviction and any payments received by LESSOR shall first be applied to these unpaid items.
- F. Payment of rent by third parties shall not give third party any constructive or possessory rights to the leased premises.
- G. Any incentives provided to LESSEE for entering into this agreement, while provided at the time of execution, are conditioned upon LESSEE completing the lease term herein without breaching any of the terms of this lease. Upon any such breach of lease, LESSEE shall be charged for the amount of said incentive and said sum shall be due and payable to LESSOR immediately and shall be deemed to be an additional fee pursuant to the lease.

#### IV. UTILITIES

- A. LESSEE acknowledges responsibility for paying all utility charges billed during this lease term as detailed in the Utility Addendum attached herewith as Exhibit #1 and incorporated by reference. LESSEE shall keep the heat high enough to prevent pipes from freezing.
- B. The private Internet Network provided by LESSOR is a privilege that is reserved for those LESSEES who totally comply with their Lease provisions. Any failure to comply with any such provisions shall result in the revocation of said privilege until such time as LESSEES become compliant with their Lease provisions once again.

#### V. SERVICE FEE

LESSEE shall, upon execution hereof, pay a Service fee to LESSOR. The Service fee is \$75 per person and is nonrefundable.

#### VI. SECURITY DEPOSIT

In addition to the payments set forth herein for rent, LESSEE shall, upon execution hereof, deposit with LESSOR the sum of \$\_\_\_\_\_, to be applied against damage to any part of the premises, including the furnishings and appliances within said unit, common hallways, stairwells and other common areas contiguous to LESSEE's apartment, and any other expense caused by LESSEE to LESSOR including, but not limited to: repair, reset or replacement of fire alarms; damage to windows and doors in building halls and entry ways, laundry facilities, carpet/vinyl in halls, mailboxes; expense of breaking up parties in halls, entry way or parking lot; removal of garbage, trash, and discarded furniture not placed in dumpster, and any other expense including past due rent, charges, damages, utility bills and attorney's fees incurred by LESSOR. Said Security Deposit shall be applied to any of the aforesaid losses related to the aforesaid unit unless said expense is paid for prior to the end of the term of said lease. In that event or in the event there is no such damage, a refund of said deposit shall be made at the end of the term pursuant to statute. LESSOR and/or AGENTS assessment of any loss or damage to the premises or furnishings therein caused by LESSEE or its guests shall be binding upon the LESSEE herein. Upon repair of and billing for such damage by LESSOR or its AGENT, the LESSEE agrees to pay LESSOR immediately upon receipt of such bill for repairs. Upon termination of said Lease, the unit including furnishings and appliances shall be left by LESSEE in a sanitary, clean condition, suitable for immediate lease to another tenant and any loss, costs or expenses occasioned by LESSEE'S failure to do so shall be charged against the aforesaid security deposit. LESSEE further agrees that upon his failure to vacate the leased premises at the termination date of this lease, LESSEE shall be liable for double the amount of rent per month until such time as they vacate the premises. A self addressed stamped envelope must be given to LESSOR upon vacating the premises. If not given, a postage and handling fee will be deducted from LESSEE's Security Deposit.

**The Security Deposit shall be held in the Lessor's non-interest-bearing business account. Lessee is waiving having money held in an escrow account as otherwise provided by law.**

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

- A. Said premises shall be used by the LESSEE solely for residential purposes. Further, LESSEE shall not permit any unlawful or immoral practices to be committed upon the premises, including, but not limited to, drinking by persons under the legal age of twenty-one, selling tickets to parties where drinking by persons under the legal age of twenty-one may occur or the use of a controlled substance by any person may occur wherein that substance or substances is bought, sold or given gratuitously, nor use the premises in a manner which is offensive, noisy or dangerous which may result in an increase of 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 in accordance with any Federal, State, or local laws or ordinances so as not to cause undue disturbance. Nor to allow any other persons to occupy premises hereby rented for more than six days during the term of the lease. LESSEE shall be responsible for the actions of their guests. LESSOR shall not be responsible for actions of other tenants or their guests.

- B. Each LESSEE shall be entitled to occupy one bedroom each in the Unit; if there are less signatories to this lease than bedrooms available in the Unit, then those open bedrooms shall remain empty until such time as any additional LESSEES filling the remaining bedrooms shall be approved by LESSOR. LESSOR shall have the authority to place additional LESSEES in any vacant bedrooms remaining without additional authority or consent from the other LESSEES.
- C. Any use by LESSEES of security cameras within their unit, or directly outside their unit, shall not be authorized to transfer any such recordings for storage in the cloud through the private Internet Network provided by LESSOR, as any such use would substantially impair the Internet Network's speed accessible to other LESSEES. LESSEES may use a private network such as Comcast to transfer such recordings for storage in the cloud.
- D. Utility Consumption: Upon discovery, LESSEE shall call maintenance to report running toilets or water leaks and broken air conditioning Units. LESSEE shall not run the air conditioning or heat with the windows and/or doors open or leave lights on continuously. LESSOR shall not be responsible for excessive utility costs related to increased consumption caused by conditions such as these.
- E. LESSEE is responsible for maintaining a valid email address and phone number on file with the LESSOR.
- F. Prohibited activities and uses include, but are not limited to the following and LESSEE agrees to pay for any assessed violation fees as hereinafter described:
1. No pets, including cats and dogs, shall be permitted upon the premises. LESSOR may remove pets without notice. LESSOR shall not be responsible for removed pets and may release pets to outdoors. If a pet is sighted by LESSOR, his agents, or other tenants on the premises, then LESSEE will immediately be assessed a \$500.00 pet cleaning fee, due upon receipt of notice and LESSEE shall immediately and permanently remove all such pets or animals from the premises.
  2. No clothes, wearing apparel, signs, or banners shall be hung out of doors or out of the confines of said unit.
  3. No pictures or other objects shall be hung or suspended within said unit, except with approved hooks. Painting is prohibited and any violation shall be subject to a \$500.00 fee.
  4. LESSEE shall not permit or allow any rubbish, waste materials or other products to accumulate upon premises but shall maintain the same in a reasonably clean condition at all times.
  5. Padlocks, chain locks or locks of any type on any interior or exterior door are prohibited except locks installed by LESSOR.
  6. LESSEE agrees to abide by Town of Normal Noise Ordinance. No parties will be held outdoors. Indoor parties shall be small, controlled and not disturb neighbors. Illegal activities are prohibited at any time. LESSEE agrees not to perform or permit any practice which may cause a nuisance to the LESSOR or any of the other residents.
  7. LESSEE may not make changes, temporary or permanent, to the unit including installation of air conditioning units.
  8. No refrigerators, freezers, or other appliances are allowed to be placed in unit without prior consent from the LESSOR.
  9. Cars shall be parked only in designated areas and shall not be driven or parked on grass, yard, or sidewalk. Cars must be parked in compliance with Town of Normal Parking Ordinances. Unless otherwise stated, parking will be limited to 1 space per apartment, unless otherwise authorized.
  10. LESSEE is responsible for putting out garbage in designated garbage bins in compliance with Town of Normal regulations governing such actions.
  11. LESSEE shall supply their own light bulbs, shower curtain, smoke detector batteries, and carbon monoxide detector batteries, if applicable.
  12. No personal items may be left outside of leased unit (grills, lawn chairs, bicycles, banners or signs, etc.). These items are at risk of being removed without notice.
  13. LESSEE further understands that this is an entirely smoke-free property and agrees to strictly refrain from any smoking on the premises, including the Unit and all hallways and common areas within the building. LESSEE's in violation shall be assessed and pay a \$100 fee for each occurrence. LESSEE shall be responsible to pay any and all costs associated with repairing damage to the property caused by smoking or burns, which may include but is not limited to furniture replacement, flooring replacement, and full painting of the Unit.
  14. LESSEE must not set heat below 55 degrees Fahrenheit during winter breaks from school or any other time that may lead to pipe freezing. LESSEE agrees to pay a \$75 fee to LESSOR if the heat is set below 55 degrees during these times.
- F. LESSEE shall be jointly and severally liable for any rent and damage to the premises, furnishings and appliances within said unit. In addition, LESSEE shall be jointly and severally liable for damages to common building and parking areas, and any other

expense caused by LESSEE to LESSOR including, but not limited to: repair, reset or replacement of fire alarms; damage to windows and doors in building halls and entry ways, laundry facilities, carpet/vinyl in halls, mailboxes; expense of breaking up parties in halls, entryway or parking lot; removal of garbage, trash, and discarded furniture not placed in dumpster unless conclusive proof of responsibility can be determined. Upon termination of said Lease, the unit including furnishings and appliances shall be left by LESSEE in a sanitary, clean condition, suitable for immediate lease to another tenant.

- G. LESSOR or his agent shall have the right to treat the whole unit for any pests that LESSOR deems to be present within the unit. Failure by LESSEE to provide LESSOR or his agent access to all parts of the unit for treatment shall be deemed a breach of this lease subject to the filing of an eviction action. LESSEE shall have a period of fourteen (14) days from their initial possession date to notify LESSOR in writing of any pests in the leased premises, including bed bugs. LESSOR shall treat the leased premises for pests at its own expense if such notice is received within the fourteen (14) day notice period. However, if no such notice is received from the LESSEE within the fourteen (14) day period, then any future cost of treatment for pests, including bed bugs, shall be at the expense of the LESSEE. Any recurrence of pest infestations, including bed bugs, after treatment by LESSOR and determination by the treating pest company that the infestation has been stopped shall, at the option of LESSOR, be cause for termination of this Lease. Any additional treatment expense shall be the responsibility of the LESSEE.

#### **VIII. DAMAGE TO LESSEE'S PROPERTY**

- A. LESSOR shall not be liable for any loss or damage to LESSEE'S personal property caused by fire, wind, rain, any other act of nature, theft, actions or commissions of other LESSEES, occupants or guests.
- B. LESSEE covenants and agrees to make no claim against LESSOR, its agents, or employees for any damage, personal injury or loss of use occasioned thereby.
- C. If property is rendered unlivable due to fire or other cause, LESSOR shall not be obligated to provide housing for LESSEE. LESSOR shall return any unused rent.

#### **IX. ASSIGNMENT AND SUBLETTING:**

LESSEE shall not assign or sublease the leased premises without first obtaining LESSOR's prior written consent. A subleasing fee of \$300.00 shall be paid at the time said sublease is signed by sublessee.

#### **X. ENTRY**

- A. The LESSEE agrees that at reasonable times prior to the termination of this Lease, the LESSOR, its agent and the Town of Normal safety inspectors may enter the premises for the purpose of inspection, cleaning, remodeling or repairs or to show the same to prospective new tenants or buyers. Repairs by LESSOR shall be made within a reasonable time but could be slow at the beginning of the term and during severe conditions.
- B. Lockout: a \$25.00 service charge will be assessed LESSEE if LESSOR is required to open or close leasehold premise at the request of LESSEE or governmental authorities.

#### **XI. ATTORNEY'S FEES AND COLLECTION COSTS:**

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 costs incurred by the LESSOR. LESSEE agrees to pay the greater of either attorney's fees in the amount of \$750.00 plus \$250 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.

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_, LESSEE'S INITIALS. The LESSEE agrees to allow LESSOR to 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 and/or LESSEE's guarantor(s) at the time of application and/or if LESSEE's outstanding balance to LESSOR is past due over thirty (30) days.

#### **XII. NOTICES**

LESSOR may terminate LESSEE's right to possession of the unit by giving LESSEE five days written notice to vacate for nonpayment of rent or by giving LESSEE ten days written notice to vacate for violation of any other Lease provision. Any legal notice or demand may be served by tendering it to any person thirteen years of age or older residing on or in possession of leased premises; or by certified mail addressed to the LESSEE at the leased premises, return receipt requested; LESSEE acknowledges that if the notice by certified mail is returned to the LESSOR with a notation that delivery was refused or unclaimed, it shall be deemed constructive legal

notice. LESSOR may also serve notice by posting it upon the door of the leased premises if no authorized person pursuant to the Lease is in possession of the unit. Notice to LESSEE shall be deemed to be notice to Guarantor. Any notices to LESSEE including those required by Statute, other than those for vacating the leased premises, may be made by electronic mail to the last verified electronic mail address provided by LESSEE. These will include notices for the purposes of application of Security Deposit and for balance on account.

**XIII. COUNTERPARTS & ELECTRONIC SIGNATURES**

This Agreement may be executed in one or more counterparts, any one of which need not contain the signature of more than one party and all of which taken together shall constitute one and the same Agreement. This Agreement shall be effective as to each of the parties when executed by said Party, whether in one or more counterparts. The parties herein further agree if a party has executed this agreement with an electronic signature, whether digital or encrypted, it will confirm that electronic signature by forwarding to the other party within ten (10) days an ink-signed original of the agreement, but the failure to so forward an ink-signed original of the agreement will not affect in any way the validity or enforceability of this agreement

**XIII. NON-DISCRIMINATION CLAUSE**

It is illegal and against Student Apartment Mart Inc.'s policy to discriminate based on one's membership to a protected class. These classes being race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, unfavorable military discharge, military status, or any other class protected by Article 3 of the Illinois Human Rights Act. Lessee acknowledges that the leased premises will house more than one Lessee. As a result, any emotional support animals or service animals as deemed by current law shall not be permitted if such presence detrimentally impacts with any other Lessee's quiet and healthy enjoyment of the premises. Lessor shall attempt to reasonably accommodate the owner of such ESA or service animal as provided by law. Any waiver by LESSOR of a breach of any covenant or duty of LESSEE under this lease is not a waiver of a breach of any other covenant or duty of LESSEE, or of any subsequent breach of the same covenant or duty.

**XIV. ADDITIONAL PROVISIONS**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no further written or oral understandings or agreements with respect hereto. Any changes and/or modification to this contract must be made in writing and acknowledged by the signatures of the parties hereto. 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.

**LESSOR: STUDENT APARTMENT MART, INC., AGENT**

By: \_\_\_\_\_

**LESSEE(S): (Please sign below) TRANSFER S.D. INITIAL**

**TRANSFER S.D. INITIAL**

1. \_\_\_\_\_

3. \_\_\_\_\_

2. \_\_\_\_\_

4. \_\_\_\_\_

\* Security Deposit Transfer is only allowed for deposits already paid on the same address and apartment number.