



STUDENT APARTMENT MART, INC.
608 Kingsley, Suite A
Normal, Illinois 61761
309.888.4600

LEASE AGREEMENT

Premises Apartment Address	{BUILDING ADDRESS}
Premises Apartment #	{UNIT NAME}
Date of Lease	{LEASE SIGN DATE}
Admin/Move-In Fee	{SECURITY DEPOSIT AMOUNT} {PRIMARY TENANT CONTACT 1 - INITIALS}
Parking Spaces Per Apartment	{PARKING SPACES PER APARTMENT} {PRIMARY TENANT CONTACT 1 - INITIALS}
Utility Tracking Fee	{UTILITY TRACKING FEE}
Utilities/Services Advanced by Lessor	[X] Electric [X] Water [{GAS}] Gas [X] Internet [X] Recycling

THIS AGREEMENT is made between STUDENT APARTMENT MART, INC., agent or lessor, hereinafter referred to as "LESSOR" and {PRIMARY TENANT CONTACT 1 - FULL NAME}, hereinafter referred to as "LESSEE".

I. PREMISES LEASED

- A. LESSOR agrees to lease to LESSEE the premises known as {BUILDING ADDRESS} {UNIT NAME} 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} Semesters, beginning at 1:00 pm on the {LEASE BEGIN DATE MERGE} (the Commencement Date), and terminating without additional notice at 12:00 noon on the {LEASE END DATE MERGE} (the Expiration Date). 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. In addition, LESSOR may attempt to sublease the unit immediately if LESSOR has filed an Eviction action against the LESSEE pursuant to any other lease agreement between LESSOR and LESSEE.

Any individual LESSEE shall be denied access to the Premises until all rent and deposits are current and any past due balance for any prior lease agreement entered into between LESSOR and an individual LESSEE ("Prior Lease") have been paid in full. Further, LESSOR expressly reserves the right, in LESSOR's sole discretion, to terminate this Lease in its entirety, upon seven (7) days prior written notice, in the event any individual LESSEE has not paid in full to LESSOR all past due balances arising under or pursuant to a Prior Lease.

III. RENT

- A. Total rent for the aforesaid premises is {TOTAL RENT FOR PREMISE}. LESSEES agree to pay {LESSEE RENT AMOUNT OF LEASE} as their share of the total rent in {# OF PAYMENTS} payments of {MONTHLY RENT AMOUNT} due monthly beginning {RENT PYT START DATE} and ending {RENT PYT END DATE}, 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 5th 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 10 days after notice is sent by LESSOR. Any payments, including 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. Payments due pursuant to this lease may be made online via the tenant portal with either a recurrent payment setup option or monthly as specified in the lease instrument. Additional options for payment include, check, bank draft, or money order dropped off or mailed to LESSOR at 608 Kingsley St Ste A, Normal, IL 61761
- 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 late fees, damages and utility bills, 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.
- H. LESSEE(s) **must** vacate the Premises no later than 12:00 noon on the Expiration Date. Should any LESSEE fail or refuse to vacate the Premises by said time, then in addition to any other damages allowed by law, said LESSEE shall pay as Additional Rent a sum equal to \$1,000.00 for each day or portion of a day that said LESSEE(s) fail to vacate the Premises..
- I. Each LESSEE agrees to pay a fee in the amount of \$50 each time a 5-day notice is served upon LESSEE in accordance with Section XI, Notices.

IV. UTILITIES/SERVICES

A. LESSEE acknowledges responsibility for paying all utility charges billed during this lease term. LESSEE shall keep the heat high enough to prevent pipes from freezing. Lessee agrees that Lessor has not included any amount of the stated rent to be used toward utilities. Lessor will pay utilities described above on behalf of the Lessee and will bill each Lessee's account on a monthly basis, and Lessee shall pay such bill within 10 days from Lessor posting such bill to Lessee's account. Further, in consideration for the administrative and other services provided herein by Lessor, Lessee agrees to pay Lessor an annual Utility Tracking Fee. Each LESSEE shall be charged for this separate administrative and service fee for the administrative and other services provided herein by LESSOR. This fee shall be due at the time of the Lessee's first monthly payment and is in addition to the monthly utility charges. Information shall be available to any Lessee upon request. For those utilities that are direct-metered by the utility company to Premises, the utility charges will be divided by the total number of individuals who have signed as a Lessee on a lease for the premises, based on the number of days within the utility bill period that are included in the lease period. For those utilities that are sub-metered by the Lessor to the Premises, LESSOR shall first allocate the utility charges for the master building meter to the Premises based on a percentage calculated as the usage recorded by the sub-meter divided by the total usage for all building sub-meters. The LESSOR shall then divide the utility charges for the Premises as calculated above by the total number of individuals who have signed as a Lessee on a lease for the premises. It will then be based on the total number of days within the utility bill period that are included in the lease period. In addition to the above-mentioned utilities, , Lessee will

pay a {INTERNET} /monthly installment for internet service for a total of {TOTAL INTERNET} and a {RECYCLING} /monthly installment for recycling service for a total of {TOTAL RECYCLING} .

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. ADMINISTRATION/MOVE IN FEE

Upon execution of this lease, LESSEE shall pay to LESSOR or LESSOR's agent the sum of {ADMIN FEE OR SEC DEPOSIT AMOUNT} via the tenant portal as a nonrefundable administration and move-in fee. If Lessee is not approved to lease with Lessor, {CREDIT/BACKGROUND FEE} will be kept by Lessor as a processing fee and to cover background/credit check costs. The balance will be refunded.

VI. 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, excepting 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. Further, no security cameras may be used or installed in any common areas of an apartment with more than one bedroom.
- 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 valid phone number on file with the LESSOR. LESSEE further agrees that LESSEE will not block LESSOR's phone number so that LESSOR may communicate with LESSEE (via telephone call or text messages) as needed.
- 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. LESSEE(s) shall not allow any pets or animals in the Premises, or in the common areas or parking lots, or in or around the LESSOR's property. Violations shall be cause for eviction. To avoid the filing of a Forcible Entry and Detainer action (eviction), and at LESSOR's sole discretion, LESSEE(s) shall pay Lessor the sum of \$750.00 within ten (10) days of receipt of LESSOR's notice to quit, and must permanently remove all such pets or animals from the Premises. Payment of said sum shall in no way grant LESSEE(s) the right to maintain such pets or animals, and further violations by LESSEE(s) will be cause for eviction.
 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; however, installation of air conditioning units may be allowed with the prior written approval of LESSOR. LESSEE is prohibited from adding, modifying, replacing, or installing any types of bathroom toilets, bidets, sinks, showers, or any other plumbing fixtures. LESSEE shall be liable for any damages that occur as a result of such prohibited actions and shall be subject to eviction from the leased premises
 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 (lawn chairs, bicycles, banners or signs, etc.). These items are at risk of being removed without notice.
 13. LESSEE(s) further understand that this is an **entirely smoke-free property** {PRIMARY TENANT CONTACT 1 - INITIALS} and agree to strictly refrain from any smoking (including, but not limited to: tobacco, cannabis, and vaping) in the Premises, and all hallways and common areas within the LESSOR's property. LESSEE(s) shall be assessed and pay a \$500.00 fine for each violation plus any and all costs required (as determined by LESSOR, in LESSOR's sole discretion) to remove such odors from the Premises due to any smoking, including but not limited to repainting, replacing flooring and replacing upholstered furniture. LESSEE(s) shall be responsible to pay any and all costs associated with repairing damage to the Premises or LESSOR's property caused by smoking or burns, which may include but is not limited to furniture replacement, flooring replacement, and full painting of the Premises.
 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.
 15. Grills are strictly prohibited at or near the Premises. {PRIMARY TENANT CONTACT 1 - INITIALS}
- G. 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.
- H. 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.

VII. DAMAGE TO LESSEE'S PROPERTY & INSURANCE REQUIREMENTS

A. LESSEE is required to maintain property damage liability insurance during the term of the lease Agreement and any subsequent renewal periods. It is required that the insurance be no less than One Hundred Thousand Dollars (\$100,000) for damages to the property of LESSOR with provisions covering, at a minimum, perils of fire, explosion, sewer backup, smoke and accidental water discharge. You are required to furnish Landlord with evidence of Required Insurance acceptable to Landlord (i) prior to occupancy of leased premises, (ii) at the time of each lease renewal period, and (iii) as may be requested by Landlord during the Lease Agreement. To satisfy the insurance requirement, You may either (1) Do Nothing and be automatically enrolled in AssetProtect from our preferred partner; or (2) Opt Out of AssetProtect and purchase substitute renters insurance on your own.

OPTION 1: Do Nothing and Enroll in AssetProtect DO NOTHING AND ENROLL IN ASSET PROTECT

Your acceptance of AssetProtect is optional. Whether or not You accept AssetProtect will not affect whether your lease application is approved or the terms of the lease. Unless You choose to opt out of Asset Protect, You will be enrolled in Asset Protect and will be charged {ASSET PROTECT FEE} per month, inclusive of premium, taxes, and fees. No further action is required. Coverage will begin on the lease effective date. Opt out grace period: You will have until {ASSET OPT OUT BY DATE;} to opt out and not owe a premium for AssetProtect. AssetProtect includes a Contingent Personal Property Contents Coverage Endorsement in the amount of \$10,000. The contents coverage offered under this policy provides protection for your personal belongings extending to specified named perils (including burglary)subject to the terms of the policy. Please refer to the Evidence of Insurance supplied by Asset Protect. Coverage may be narrower than a traditional renters insurance policy.

Option 2: THIRD PARTY POLICYIn the event LESSEE elects to obtain other insurance, LESSEE shall request that LESSOR be named as an "Additional Interest" or "Interested Party" to be informed if the policy is cancelled or terminated (see below requirements). Such policy shall be written as a policy not contributing with and not in excess of coverage which LESSOR may carry and shall remain in full force and effect during the Term of the Lease Agreement and any subsequent renewal periods. LESSEE must provide the policy to LESSOR. {PRIMARY TENANT CONTACT 1 - INITIALS} Further, should LESSEE opt out of the AssetProtect insurance program, then LESSEE **must** submit the policy declaration via the APENROLL.COM site. Lessee is responsible for providing a copy of their renewed policy declaration for each insurance renewal term at APENROLL.COM before the current insurance policy expires. Failure to do so will cause SAMI to enroll LESSEE in the AssetProtect program referenced in Option 1 hereinabove, and the cost of same will be charged to LESSEE's account.

NOTE: Once the lease term begins, LESSEE agrees it will not switch the option for insurance coverage that was initially chosen. {PRIMARY TENANT CONTACT 1 - INITIALS}

LESSEE agrees that a failure by LESSEE to comply with any of the terms and conditions of the Insurance Requirement shall constitute a default under the Lease Agreement to the extent permitted by Applicable Law. In the event of such default to the extent permitted by Applicable Law, LESSOR shall have all rights and remedies available to it under the Lease Agreement. LESSEE will be automatically enrolled in the AssetProtect program at a cost of {ASSET PROTECT FEE} per month and consist of the coverage outlined above. {PRIMARY TENANT CONTACT 1 - INITIALS}

Acknowledgement:

{PRIMARY TENANT CONTACT 1 - INITIALS} I understand that LESSOR is not a licensed insurance agent and is neither making an offer of insurance nor selling insurance.

- 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.

VIII. ASSIGNMENT AND SUBLETTING:

LESSEE shall not assign or sublease the leased premises without first obtaining LESSOR's prior written consent. However, LESSOR's written consent by way of a Sublease Agreement shall not release LESSEE from any duties, obligations and liabilities

pursuant to this original lease. A subleasing fee of \$300.00 shall be paid by LESSEE at the time said sublease is signed by sublessee.

IX. ENTRY

- A. The LESSEE agrees that at reasonable times, but no less than 12 hours unless approved by Lessee 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 service charge will be assessed at the rate posted on the rate schedule of the SAMI Resident Center website section, www.sami.com to the LESSEE if LESSOR is required to open or close leasehold premise at the request of LESSEE or governmental authorities.
- C. LESSEE understands that leased premises will be sprayed/treated by a professional pest control company during the term of the lease and must allow access to premises after proper notice has been given. {PRIMARY TENANT CONTACT 1 - INITIALS}
- D. **LESSEE may not deny access to the leased premises for showings after proper notice has been given. Each time a Leasing Agent is denied access there will be a \$200 fee assessed.** {PRIMARY TENANT CONTACT 1 - INITIALS}

X. 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 \$900.00 plus \$300.00 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 \$250.00 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.

{PRIMARY TENANT CONTACT 1 - INITIALS} 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.

XI. 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 balance on account.

LESSEE shall provide to LESSOR an updated email address at the end of the term of this lease so that any appropriate notices required to be provided to LESSEE pursuant to Statute may be sent. Failure to provide such updated email address to LESSOR will waive LESSOR's obligation to send such notices.

XII. 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. SAFER HOMES ACT CLAUSE

Effective January 1, 2026, and upon the adoption and promulgation by the Illinois Department of Human Rights (IDHR) of the required summary of rights statement, LESSOR shall comply with the provisions of the Summary of Rights for Safer Homes Act (765 ILCS 752/1 et al), and shall amend this lease by attaching said summary of rights as the new page 1 of this lease, which LESSEE agrees to sign and/or initial upon presentation.

XV. ADDITIONAL PROVISIONS

{ADDITIONAL PROVISIONS}

XVI. NO TERMINATION OF LEASE

Unless required by state, federal or local law, or as may be set forth herein, LESSOR will not terminate the lease with LESSEE.

XVII. WAIVER OF JURY TRIAL

THE PARTIES HERETO DO HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH THEY ARE OR WILL BE PARTIES INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS LEASE.

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)

1. {PRIMARY TENANT CONTACT 1 - SIGNATURE}