

THIS LEASE, made on September X, 2017, by and between Pierre Moulin, 806 W. Nevada, Urbana, IL 61801, LESSOR, and

____Spenser Bailey + 5 others TBD _____, LESSEES

We agree to the following:

1. **Premises.** Lessee hereby agrees to lease the Lessor the premises known as 402 S. Busey Av., Urbana, IL 61801, to be occupied by said Lessees as a residence only, for and during the term commencing on August 20, 2018, at 9:00 a.m., and ending on August 13, 2019, at 9:00 a.m.
2. **Lease Payments.** Lessees hereby agree to pay the Lessor the sum of \$32,400 as rent for the above-described premises, payable in 12 equal installments of \$2700, each of which being payable on the 1st day of each month of the term herein demised. Said payments shall be to be made in care of Lessor and mailed to his address, 806 W. Nevada, Urbana, IL 61801, or wherever designated in writing by Lessor.
Payment Schedule:
8/1/18 and every first thereafter DUE \$2700_____ until 7/1/19 included.
3. **Security Deposit.** Lessees hereby make a security deposit of \$1200. An additional \$1500 security deposit will be due on February 15, 2018. The total \$2700 security deposit shall be refunded to Lessees within 30 days of the expiration of the lease, in the event that no rental or utility payments, nor late charges, nor NSF check charges are due to Lessor, and no damage has been done to the leased premises. Deposit refunds will be sent to Lessees' last known address. Lessees hereby designate _____ as their agent to receive all refunds of security deposit upon termination of this lease.
4. **Liquidated Damages.**
 - (a) **Late Payments:** Lease payments shall be in default and shall draw a late charge of \$135 after the 5th day of each month the payment is late, plus an additional \$27 per day starting on the same day.
 - (b) **Returned checks:** \$35 for any check refused payment by Lessees' bank for insufficient funds. This provision applies to checks made payable to Lessor for any purpose including rent payment, damage deposit, late fees, etc. All returned checks must be cleared immediately with cashier's check or money order only and include the return check fee of \$35.
 - (c) **Hold-Over:** A holding over beyond the expiration of the term specified herein shall not operate as an extension of this lease, nor as a renewal of it. There is a \$270 hold-over fee for each day that possession of the premises is withheld from Lessor after termination of the lease, whether by expiration of the term or otherwise. Additionally, Lessees shall be liable for such other damages incurred through the loss of a prospective tenant by Lessor and for additional expenses incurred by the injured parties.
 - (d) Failure to pay rent in a timely manner or attempted use of the security deposit as the rent is unacceptable. Any payment received will always be first applied to outstanding balances, late fees or other charges, with the balance of payment applied to the rent due.
5. **Utilities.** Lessees pay for electricity, gas, water, and trash removal. Lessor pays for lawn mowing, recycling taxes, rental permit fees, and county taxes on the property. Lessees agree to maintain the temperature of the unit above 55 degrees during winter months, including holiday breaks. Lessees agree to recycle plastics, glass, paper, and cardboards in the green containers provided by the City of Urbana.
6. **Occupancy.** No person, other than those named above, shall live on said premises or stay overnight thereon for a period of more than 14 consecutive nights without prior consent of Lessor, which said consent shall not be unreasonably withheld. Lessor has also the right to ban or bar anyone from entering the premises by use of a No Trespassing order that will be enforced by the appropriate law enforcement agency.
7. **Pets.** No house pets of any type shall be allowed on said premises without written consent of the Lessor. A nonrefundable \$100 pet fee will apply if permission is granted.

8. **Use of Premises.** No unlawful practice or commercial use shall be allowed in or on said premises or shall the same be used for any purpose, which will injure the reputation or credit of the premises or of the neighborhood.
9. **Condition of Premises.** Lessees have examined said premises and appurtenances, and are satisfied with physical condition thereof. Lessees agree with Lessor that, at the expiration of the term of the lease, they shall clean the premises and remove their personal belongings. Lessees agree to pay for any paint, breakage, replacement of smoke alarm batteries, damage, or cleaning that occurs or is required.
10. **Sublet.** Lessee may enter into a sublease agreement with a subtenant who meets all of the criteria to be accepted as a lessee by Lessor. Said sublease agreement shall be executed by Lessor, all Lessees, and the subtenant on a form acceptable to Lessor. In the event that a sublease agreement is entered into, Lessee shall remain liable to Lessor during the remaining term of this lease in the event sublessee defaults in any fashion. A sublease agreement may not be entered into if Lessee is in default in any fashion pursuant to the terms and conditions of this lease. In the event that Lessees request Lessor to find a tenant for the premises, Lessees agree to pay reasonable charges for advertising and labor costs incurred by Lessor.
11. **Lessor's Right of Entry.** Lessor shall be allowed access to the leased premises for the purpose of examining the premises, making any needful repairs or maintenance, which said Lessor may see fit to make. In cases of emergencies, immediate access shall be granted. In all other cases, Lessor shall make reasonable effort to give 24-hour advance notice through phone, email, verbal, or posting notice. Lessor shall have the right to enter and show said premises to prospective renters or buyers with prior day notice.
12. **Keys.** Lessor is entitled to a "locksmith" fee of \$50 for opening the premises when Lessees have lost a key. Said fee shall be payable at time service is rendered.
13. **Lessees' conduct.** Lessees agree to
 - A. keep the dwelling unit in a clean and sanitary condition at all times.
 - B. take reasonable precautions to avoid stopping up the drains.
 - C. take reasonable precautions to avoid the freezing of water pipes by not turning off the heat, or turning the heat down too low during winter months.
 - D. place trash in the appropriate receptacles.
 - E. maintain working batteries at all times in each and every smoke alarm and carbon monoxide detector located on the premises.
 - F. keep noise levels to a minimum and avoid disturbing the neighbors.
 - G. promptly notify Lessor of any needed repairs.
 - H. pay full rent pending settlement of any claim Lessee may have.
14. **Repairs and Maintenance.** Lessees are responsible for unclogging toilets and replacing light bulbs. Lessees shall not make any repair to the apartment, but shall notify Lessor who shall arrange for such repairs. Lessor agrees to maintain the dwelling unit and premises, and to make all needed repairs to the dwelling unit and furnished appliances and furnishings at Lessor's sole expense, except damage resulting from Lessee's negligence. Lessor shall provide pest control as needed to remedy pest or rodent infestation if not caused by lessee.
15. **Liability.** Lessor shall not be liable for any damage, loss of property, or injury occasioned by or from electric wiring, plumbing, water, ice, snow, rain, gas, sewerage, flood, fire, burglary, or any other damages or injury howsoever caused nor shall Lessor be responsible for any accident to Lessees or any occupant of premises, resulting from any cause whatsoever. Lessees will not hold the Lessor liable in any way, whether such accident occurs in the said premises or in any part of said building or land surrounding the building. Lessor's failure to perform any term or condition of this agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of Nature, governmental restrictions, power failures, or damage or destruction of any facilities shall not be deemed a breach of this Agreement. Lessor does not maintain insurance to cover loss of personal property owned by Lessees. Lessees are responsible to

obtain renter's insurance to cover liability and damages to personal items. Lessees are strictly liable for the condition of this property, including any damage caused by guests.

16. **Destruction of Premises.** In case said leased premises are rendered untenable by fire or other casualty, Lessor may, at Lessor's option, terminate this lease or repair said premises within 30 (thirty) days. Failure to do such repair will terminate this lease without further liability to Lessor. If the lease is terminated, all rents will abate as of the date of the destruction.
17. **Abandonment of Premises.** In the absence of formal written notice of an intended absence within the provisions for timely rent payment, if the premises are left unoccupied for 15 days while rent is due and unpaid, Lessor is authorized to take immediate possession, placing the tenants property into storage at a site of Lessors' choosing and at Lessees' expense, at a daily storage rental charge not to exceed \$30 per day. Lessor will have a lien on all personal property in an amount sufficient to repay Lessor for all charges, losses and damages by Lessee. At Lessor's option, Lessor may take possession of abandoned personal property as full liquidated damages disposing of the personal property. If at time of vacancy Lessees are in default of payment of any installment of rent, then the rent for the entire term shall become at once due and payable.
18. **Default.** The failure of Lessees to perform the terms, conditions, covenants; and regulations of this lease shall constitute a breach of the lease and Lessor may evict Lessees from the premises and may pursue any other remedy at law or in equity.
19. **Legal Action.** Lessees will pay costs and reasonable attorney's fees (including costs of appeal) incurred by the owner in enforcing by legal action or otherwise any of the owner's rights under this agreement or under any law of this state. Any charges made necessary for collection of amounts due under this contract, including charges for subcontracting, witness charges, and other testimonial charges will be paid by Lessees. Likewise, Lessor will pay costs and reasonable attorney's fees (including costs of appeal) incurred by Lessees in enforcing by legal action or otherwise any of Lessees' rights under this agreement or under any law of this state.
20. **Lease Application.** Should Lessees falsify any information contained on the Personal Information Sheets, which are attached to this lease and made a part hereof by reference, then Lessor shall have the right to declare this lease null and void and to terminate the tenancy hereunder. This lease is contingent upon Lessor's acceptance of satisfactory Personal Information Sheets.
21. **Waiver.** No failure of Lessor to enforce any term of this lease shall be deemed a waiver, and acceptance of a partial rent payment shall not be deemed a waiver of Lessor's right to the full amount of the rent.
22. **Terms.** The terms of this lease agreement shall be binding upon the respective parties regardless of gender or plural terms.
23. **Lease Assignment.** All covenants and agreements of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of the Lessor and Lessee.
24. **Common Areas of the House.** No indoor furniture is to be left on the porch, patio, or outside the premises. The use of barbecues and other fire hazards on the porch is strictly prohibited.
25. **Smoking.** No smoking is permitted inside the house. A fee of \$200 shall be assessed for each violation.
26. **Inventory.** Lessor shall have all single-pane windows replaced by double-pane windows before the beginning of the lease. Lessor shall provide and maintain the following: 2 sofas, 1 living room chair, 2 dining tables, 6 chairs, 1 coffee table, 1 end table, 6 desks, 6 desk chairs, 6 dressers, 1 twin and 5 full sized beds, 2 oven/ranges, 3 refrigerators, 1 washer, 1 dryer unit, central air and heating, and window treatments for all bedrooms. Washer and dryer in basement are owned and maintained by an outside corporation.

LESSOR: _____ LESSEE(S): _____
Pierre Moulin