

**LEASE**  
**JOE ALLAN PROPERTIES**  
**610 South Randolph, Champaign, IL 61820**  
**(217) 359-3527**

<b>TENANT:</b>	<b>LANDLORD:</b>
Name(s)	Name Joe Allan Properties
Address of Premises	Address 610 South Randolph
City	City Champaign, IL 61820

<u>Date of Lease</u>	<u>Term of Lease</u>	<u>Total Monthly Rent</u>	<u>Security Deposit</u>
	Beginning                      Ending	(See Below)	

Base Rent: _____	+ Parking: _____	+ Water: _____	+ Furniture Rental: _____	+ Electric & Gas: _____	+ Sewer: _____	+ Washer/Dryer _____
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TOTAL MONTHLY RENT: \_\_\_\_\_

TOTAL LEASE RENTAL AMOUNT: \_\_\_\_\_

In consideration of the mutual covenants and agreements herein stated, Landlord hereby leases to Tenant(s) and Tenant(s) hereby rents from Landlord for a private dwelling the house or apartment designated above (the Premises), together with the appurtenances thereto, for the above term.

**RENT**                      1. Rent is due on or before the first day of each month. If the rent is not timely paid, there will be a late fee of 5% of the rent per month additionally due until paid in full. Tenant(s) shall pay Landlord as rent for the Premises the sum stated above, monthly in advance so long as this Lease is in force and effect. All rent shall be paid to Landlord in cash by hand delivery to Landlord's business address of 610 South Randolph, Champaign, IL. 61820, or by check mailed to the address of Landlord set forth herein, or as otherwise directed in writing by Landlord. Time of each such payment is of the essence of this agreement. Landlord does not accept credit cards as payment. Any checks returned by a bank for any reason will be subject to a \$25.00 return check fee plus any bank charges incurred by Landlord. Additional copies of this lease after the beginning of the term of the lease, will be subject to a \$10 fee.

**SECURITY DEPOSIT**                      2. Tenant(s) has deposited with Landlord a Security Deposit stated above as security for the performance of all covenants and agreements of Tenant(s) hereunder. This deposit shall not be considered to suffice as an amount in liquidation of damages. Landlord may use any part of the security to satisfy any default of Tenant(s) and any expenses arising from such default including, but not limited to, any demands for rent deficiencies before or after reentry by Landlord. If Tenant(s) shall comply fully with the terms of this Lease, the security shall be returned to Tenant(s) after the date fixed as the end of this Lease.

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**RENTER'S INSURANCE** 3. Tenant(s) agree to obtain a renter's insurance policy for the leased premises at their expense effective for the entire term of Tenants(s) occupancy of the leased premises. The insurance policy must be underwritten by a reputable insurance company with the Landlord as additional insured and have at least \$300,000 of liability coverage. Tenant(s) must provide a certificate of insurance of this policy and file the same with Landlord prior to possession of the premises as evidence of compliance with this requirement. Keys will not be delivered until the Landlord has received a Certificate of Insurance.

**CONDITION**

**OF PREMISES**

4. Within the first 5 days of this lease, Tenant(s) must inspect the premises, including all appliances and furnishings supplied, and acknowledge the same to be in good condition and normal operation, unless noted on the Condition Report form that must be returned to the rental office within in 5 days. Tenant(s) covenants and agrees to maintain the same in as good condition as they find them, reasonable wear and tear excepted. No representations as to the premise's condition or repair thereof have been made by the Landlord, or Landlord's employees or agents prior to or at the execution of this lease that are not expressly stated herein.

**REPAIRS**

5. The Tenant(s) covenants and agrees with Landlord to take good care of and keep in clean and healthy condition the Premises and all fixtures therein, and to commit or suffer no waste therein; that no changes or alterations of the Premises shall be made or partitions erected, nor walls painted or papered without written consent in plastering, painting, plumbing work, pipes, and fixtures belonging to the Premises, whenever damage or injury to the same shall have resulted from misuse or neglect. Tenant(s) agrees to pay for any and all repairs that shall be necessary to put the Premises in the same condition as when he entered therein, reasonable wear and loss by fire excepted, and to repair at their expense any damage done, by them or others, beyond that of normal wear and tear; and will be responsible for and have repaired any damage caused by negligence, including damage to water pipes caused by failure to heat the premises; and to keep all sink and lavatory drains, all commodes and all sewer lines open at their expense. This includes at the Tenant(s) expense if any items are flushed down the toilet other than toilet paper. If the toilet is clogged and tenant(s) submits a maintenance request for a clogged toilet, the fee for plunging the toilet is \$25. Tenant(s) should keep a plunger in the unit. The expense of such repairs shall be included within the terms of this lease and any judgment entered therefore. Landlord agrees to maintain the premises and further agrees to promptly perform all repairs to premises, appliances and furnishings, except damage resulting from Tenant's negligence. If Tenant(s) cause or permit any nail or screws holes in the walls of the Premises, such holes must be 1/16 of an inch or less in diameter.

**PRIVACY CLAUSE**

6. Except in the case of an emergency, Landlord or Landlord's employees or agents shall not enter the leased premises for any purpose without giving Tenant(s) 24 hours advance notice. If the Tenant(s) submits a maintenance request, this shall be deemed to have given Landlord or Landlord's employees or agents permission to enter the premises for purposes of completing the requested maintenance.

**LIMITATION**

**OF LIABILITY**

7. The Landlord shall not be liable for any damage occasioned by failure to keep the Premises in good repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam, or other pipes, sewerage, or the bursting, leaking, or running from any cistern, tank, washstand, water closet, or waste pipe in, above, upon, or about the Premises, nor for damage occasioned by

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water, snow, or ice, being upon or coming through the roof, skylight, trap door, or otherwise, nor for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property. While occupying the unit the Tenant(s) shall immediately report any damage or maintenance issue of the Premises to Landlord. Damage means, but is not limited to, dents or holes in the wall, stains in the carpet, gouges in the vinyl flooring, torn screen or broken windows, broken knobs on doors, loose towel bars, improper operation of appliances, water leaks, furnace or air conditioning problems, or frozen pipes. The Tenant(s) shall not make any repairs without prior written consent from Landlord.

**USE OF SUBLET**

**AGREEMENT** 8. Tenant(s) will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that herein before specified, nor to be occupied, in whole or in part, by any other person, and will not sublet the same, or any part thereof, nor assign the lease without in each case the Landlord's prior written consent had, and will not permit and transfer, by operation of law, of the interest in the Premises acquired through this lease; and will NOT permit the Premises to be used for unlawful purpose or purposes; will not permit Premises to remain vacant or unoccupied for more than ten consecutive days; and will not permit any alteration of or upon any part of the Premises, nor allow any signs or place cards posted or placed thereon, except by written consent of Landlord. If Landlord agrees in writing for the Tenant(s) to terminate this lease prior to the termination date stated herein, a fee of \$400.00 will be added to all other sums due Landlord up to the agreed termination date. Any showing of the Premises by the Landlord will be subject to a \$25 fee per showing. All Subleasee(s) must be approved by the Landlord.

**RIGHT TO RELET** 9. If Tenant(s) shall abandon or vacate the Premises prior to the date of termination of this lease without permission of Landlord, the same may be re-let by the Landlord for such rent, and upon such terms as Landlord may see fit. If the re-let does not earn the same rental amount, after paying the expenses of such re-letting, the Tenant(s) agrees to pay all deficiencies suffered by Landlord.

**FLAMMABLES** 10. No flammable fluids, explosives, oils, or fireworks shall be allowed or used on the Premises without the prior written permission of the Landlord.

**HOLDING OVER** 11. If the Tenant(s) retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise then the Landlord may at Landlord's option within thirty days after the termination of the term serve written notice upon Tenant that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the rental specified under Section I for such period, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental specified under Section I, or (c) creation of a tenancy at sufferance, at a rental of \_\_\_\_\_dollars per day for the time Tenant(s) remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created. Tenant(s) shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant(s).

**UTILITIES** 12. If required, Tenant shall pay and leave on all water, gas, garbage collection and electric bills for the entire lease period in addition to the rent specified above. Prior written approval must be authorized by management to turn off any utilities. During the months of October through April, the temperature in the apartment or house must be kept at 64 degrees or above. If Tenant requests Landlord to check Tenant's unit for any reason there will be a fee of \$25.00. **FAILURE TO TRANSFER THE ELECTRICITY, GAS, GARBAGE OR WATER IN YOUR NAME BY THE MOVE IN DATE SHALL**

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RESULT IN A FEE OF \$75.00 PER UTILITY TO BE PAID TO LANDLORD IMMEDIATELY. All Single-family dwellings are required to have garbage removal service.

**SIGNS** 13. Tenant(s) agrees to permit Landlord the option to put up a "For Rent" sign one hundred twenty days prior to the expiration of this lease and a "for Sale" sign at any time during the term of this lease and to show the Premises to prospective Tenant(s) or purchasers at any reasonable time with prior notice to Tenant(s).

**COMPLIANCE** 14. Tenant will in every respect comply with the ordinances of the municipality aforesaid, with the rules and orders of the health officers thereof, with the orders and requirements of the police department, with the requirements of any underwriters' association so as not to increase the rates of insurance upon the building and contents thereof, and with the rules and orders of the fire department in respect to any matters coming within their jurisdiction.

**DEFAULT** 15. Landlord may, without prior notice or demand, terminate this Lease or reenter and take possession of the premises upon the happening of any of the following events of default: (a) if rent is not paid within five (5) days after the due date and after notice to Tenant(s); or (b) if Tenant(s) fail to cure any default in the performance of any covenants of this Lease within five (5) days after written notice thereof; or (c) if a petition in bankruptcy shall be filed by or against Tenant(s) or if Tenant(s) shall make a general assignment for the benefit of creditors or receive the benefit of any insolvency or reorganization act; or (d) if the premises become and remain vacant or deserted for a period of ten (10) days; or (e) if this Lease is assigned or the premises sublet to, or occupied by, any person other than Tenant(s) or (f) if the premises are put to any commercial use. Upon the happening of any event of default, Landlord may immediately annul and terminate this Lease, and then accelerate all rental payments to become due immediately, including rents accruing after termination. In the event of termination on default, rents shall continue to accrue despite said termination. Landlord shall also be entitled to any and all other remedies provided by law. All rights and remedies are to be cumulative and not exclusive. Tenant(s) shall pay Landlord's reasonable attorney fees and expenses for enforcement of the provisions of this lease by legal court action. After the service of notice, or the commencement of a suit, or after final judgment for possession of the Premises, the Landlord may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.

**FIRE CASUALTY** 16. In case the Premises shall be rendered uninhabitable by an event of damage or destruction or other casualty, Landlord may at his option terminate this lease, or repair the Premises within thirty days, and failing to do so, or upon the destruction of the Premises by fire, the term hereby created shall terminate as of the date of said damage. All smoke and carbon monoxide detectors shall be in normal working condition at the start of this Lease. It is the Tenant(s)' responsibility for replacement of any batteries. Tenant(s) shall notify Landlord in writing any time a smoke detector or carbon monoxide detector is not operational.

**PAYMENT OF COSTS** 17. Landlord shall be entitled to recover from Tenant(s) all costs and attorney's fees incurred by Landlord for any action to enforce the terms of this Lease, whether suit is filed against Tenant(s) or not.

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ADDITIONAL PROVISIONS

18. Tenant(s) agrees that the following additional provisions of this Lease has been read and fully understood by Tenant(s) at the time of execution of this Lease as evidenced by the initials at the end of each subparagraph herein.

- a. Pets. Tenant(s) shall notify Landlord of any dogs, cats, birds, or other pet animal of any kind living in or about the premises. All such pets must be approved by Landlord and must be smaller than 40 pounds in weight when the pet is one year old. Maximum of one pet per Premises.  
Tenant(s) hereby notify Landlord of their following pet(s) currently on the premises:

\_\_\_\_\_  
(Description of pet(s))

Tenant(s) shall deposit with Landlord an additional Pet Security Deposit in the amount of \$300.00 for each such pet on or about the premises.

\_\_\_\_\_  
Tenant                      Tenant                      Landlord's agent

- b. Lawn Care. If the Premises leased herein is a single family home, Tenant(s) agree to maintain the yard area on the premises by ensuring that the grass does not exceed 3 1/2 inches in height; that any fences are clear of all debris; that all driveways, sidewalks and porches are free of grass clippings and weeds and the same removed from all walkways; that any shrubs or bushes are kept neat and trimmed; that the yard is free of debris, leaves or wastes removed from the yard. Failure to maintain the yard are in the above manner after prior written notice to abate the conditions shall result in additional fees of \$50.00 to \$200.00 per violation being assessed to Tenant(s) based on the cost to Landlord to correct the condition at the rate of \$25.00 per hour expended.

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Tenant                      Tenant                      Landlord's agent

- c. Noise. Tenant(s) or their guests shall not disturb other persons with excessive noise in violation of local ordinances. This shall include, but is not limited to, amplified music, televisions, musical instruments or voices. Tenant(s) and Landlord agree that noise related to the physical plant of the building itself shall not be considered a violation of 'quiet enjoyment provisions'. Violations of excessive noises shall be given by e-mail, written notice or other communication. Continued noise complaints from other persons after notice is given will be a violation of the Illinois Quiet Enjoyment and shall be grounds for default of the terms of this Lease with possible eviction.

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Tenant                      Tenant                      Landlord's agent

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d. Home or Apartment Key Fees. Any keys lost by Tenant(s) shall be replaced at a cash fee of \$25.00 per key. If the Tenant(s) is locked out of the premises additional fees shall be paid in cash as follows: Monday – Friday between the hours of 9am and 3pm a fee of \$35.00 and at any other time a fee of \$75.00.

If Tenant(s) fails to return all keys or garage door openers to the premises at the termination of the Lease herein, the Tenant(s) shall pay an additional fee of \$75.00 for each key not returned and an additional fee of \$75.00 for each garage door opener not returned. Any belongings left by Tenant(s) in the premises after the keys are returned are not the responsibility of the Landlord who shall not be responsible for lost or damaged items.

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Tenant                      Tenant                      Landlord’s agent

e. Cleaning and Charges on Termination. Tenant(s) is responsible for having the premises (including garages, porches, sheds, and decks) vacuumed, swept, floors moped, and carpets cleaned no sooner than 3 days prior to the termination of this lease. If tenant(s) fails to adequately clean the premises at the time of vacating the premises at termination of the lease or otherwise, the Landlord may have the premises cleaned and charge the tenant(s) at the rates of \$25.00 per hour expended and \$2.00 per hour for cleaning supplies and then charge those amounts against the security deposit. If any freshly cleaned carpets are excessively dirtied while vacating the premises, the Landlord may solely at his discretion have the carpets again cleaned and then charge this amount against the security deposit.

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Tenant                      Tenant                      Landlord’s agent

WAIVER: 19. The waiver of one breach of any term, condition, covenant, obligation, or agreement of this Lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation or agreement or of any subsequent breach thereof. If any term of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Lease nor any other part thereof.

DEFINITIONS: 20. The words “Landlord” and “Tenant” as used herein shall include their respective heirs, executors, administrators, successors, personal representatives and assigns, and the words “he”, “his”, “him”, “they”, “their” and “them” where applicable shall apply to Landlord or Tenant regardless of sex, number, corporate entity, trust or other body. If more than one party signs as Landlord or as Tenant hereunder, the conditions and agreements herein shall be joint and several obligations of each such party.

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SUMMARY OF FEES

Late Rent Fee	5% of rent per month
Returned Check	\$25
Sublease Fee	\$400
Utilities Check	\$25
Failure to Turn on Utilities	\$75
Pet Security Deposit	\$300
Yard Fees	\$50-\$200
Yard Hourly Rate	\$25
Replacement Key	\$25
Lock Out Fee: 9AM – 3 PM (M-F)	\$35
Lock Out Fee: Other Times	\$75
Non-Returned Key Fee	\$75
Lost or Non-Returned Garage Door Opener	\$75
Copy of Lease	\$10
Plunge Stool	\$25
Showing of Unit for Subleasing	\$25
Cleaning Fee (Hourly)	\$25
Cleaning Supplies Fee (Hourly)	\$2

IN WITNESS WHEREOF, we have hereon set our hands and seals on the date first above written.

LANDLORD:

\_\_\_\_\_  
Joseph M. Allan

TENANT(S):

\_\_\_\_\_  
Printed Name(s)

\_\_\_\_\_

\_\_\_\_\_  
Signature(s)

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