

# Wampler Property Management, L.L.C.

2500 Galen Dr Suite 4 • Champaign, IL 61821

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## 1

### Residency and Financials

#### 1.1 PARTIES AND OCCUPANTS

This Lease Contract is between you, the undersigned resident(s):

<<Tenants (Financially Responsible)>>

and us, the owner/agent:

<<Company Name>>

You've agreed to rent the property located at

<<Unit Address>>

for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

The apartment will be occupied exclusively by the resident(s) listed above. The Owner/Agent must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

#### 1.2 LEASE DURATION

The terms of this tenancy shall commence on <<Lease Start Date>> and end on <<Lease End Date>>.

#### 1.3 RENTS AND CHARGES

You shall pay <<Monthly Charges>> per month for rent.

The first month's rent and/or prorated rent amount of <<Prorated Charges>> shall be due prior to move-in.

Every month thereafter, you must pay your rent on or before the 1st day of each month with <<Grace Period Days>> of grace period. The following late fees will apply for payments made after the grace period:

<<Late Fee Rule>>

A charge of \$25 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Owner/Agent by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized.

We may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.

#### 1.4 SECURITY DEPOSIT

The total security deposit at the time of execution of this Lease Contract for all residents in the apartment is <<Security Deposit

**Charges>>**, due on or before the date this Lease Contract is signed. We will hold the security deposit for the term of the tenancy and, upon termination of the tenancy, reserve the right to use the security deposit, or portions thereof, to cover any charges related to your, performance of this Lease Contract, including, but not limited to, cleaning, repair of damages, unpaid rent, late fees, and returned check fees.

Said deposit shall be held and returned to Lessee in accordance with Illinois and/or local law, but in no event shall Lessee be entitled to the return of said deposit prior to the expiration of this lease. **Tenant hereby waives any requirement that the security deposit referenced herein be maintained by Landlord in a separate escrow account.**

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### Policies and Procedures

#### 2.1 APARTMENT CLEANING

**I HEREBY UNDERSTAND THAT THE CONDITION OF MY APARTMENT UPON MOVE-IN IS NOT THE BASIS FOR THE CONDITION OF THE APARTMENT WHEN I MOVE OUT. I UNDERSTAND THAT I MUST FULLY CLEAN THE APARTMENT WHEN I MOVE OUT AND WILL BE CHARGED FOR ANY CLEANING THAT I DO NOT COMPLETE. I ALSO UNDERSTAND THAT THE CONDITION OF THE APARTMENT WHEN I RECEIVE IT IS NOT A BASIS FOR REQUESTING ANY REDUCTION IN CLEANING CHARGES THAT I MAY BE CHARGED WHEN I MOVE OUT IN THE EVENT THAT I DO NOT LEAVE THE APARTMENT IN CLEAN CONDITION.**

#### 2.2 COMMON AREAS

In the event that the building in which the premises are located include a laundry, playground, parking area or other common facilities, Lessee agrees to abide by posted rules, which may be changed by Lessor as Lessor may see fit. Lessor may, at its sole option, close or allow to remain closed such facilities if facilities are cited for violation by any governmental unit, or if the facility is subject to vandalism, or if such facilities need to be closed for any other reason. The Lessee agrees that recreational areas are not part of the leases premises; that the use of such area is a privilege conferred on Lessee and his guests subject to rules adopted by the Lessor, from time to time, and the Lessee agrees that he and his guest(s) shall abide by such rules at all times. The Lessee further assumes the risk of any personal injury or property damage

occurring to him or his guest(s) arising out of the use of the recreational area and agrees that the Lessor shall not be liable for such injuries or damages. The Lessee further agrees to defend, indemnify and hold the Lessor harmless from any claim arising out of personal injuries or property damages sustained by the Lessee or his guest(s) out of the use of the recreational areas.

### 2.3 MAINTENANCE

Lessee agrees to contact Lessor or its agents for the purpose of reporting repair or maintenance problems. Lessor agrees to take care of repair or maintenance requests within a reasonable time, but, because of the large amount of miscellaneous items which are or may be called to its attention at the time when they first take possession, Lessee should realize that a reasonable time must be allowed for minor problems to be rectified. Major problems will be rectified at the earliest possible time. Lessee is to be responsible for all maintenance of smoke alarms and fire extinguishers, if any, in the apartment. This means that the Lessee is responsible not only for the maintenance of these items but to make sure that the smoke alarm has batteries and the fire extinguisher is filled. Lessee knowingly and willingly elects and agrees to maintain and repair such items. Maintenance requests may be made by phone or electronically.

### 2.4 PEST CONTROL

Landlord to provide on as needed basis.

### 2.5 LOCKOUTS

If LESSEE locks him/herself out of his/her apartments after hours LESSEE will be responsible for calling Dave & Harry Locksmiths at 217 352-5034 and paying a fee directly to them for their service.

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5. Lessee agrees not to hang or allow laundry on balconies or on or from windows and not to allow balconies, hallways or stairways to be used for storage.
6. Lessee agrees not to cause or permit any loud, boisterous noises that would be objectionable to other persons or the Lessor. All radios, televisions, stereos, etc. shall be kept at a minimum noise level at all times, especially between the hours of 11 P.M. and 9 A.M.
7. Charcoal cooking is to be done only on commons area, not under overhang of building, porch, balcony or patio.
8. Lessee agrees not to permit nor allow any rubbish or waste material to accumulate in or about the premises.
9. Existing locks shall not be changed or new locks installed on the premises without the prior written consent of the Lessor.
10. Waterbeds and pianos are allowed only with the prior written consent of the Lessor and proof of renter's insurance.
11. Lessee shall not go upon or to allow any person to go on the roof of any building at any time.
12. No more than two (2) persons are permitted to be on any balcony or landing at any one time.
13. Lessee agrees to keep the temperature within the premises at a minimum of 65OF from October 1st through March 31st during the lease term to ensure that frozen pipes do not occur.
14. Lessee shall not store any items on or near heating units.
15. Exterior doors shall not be propped open.
16. No Satellite Dishes of any kind allow on buildings or premises.
17. Lessee shall be responsible for any damage resulting from the failure to comply with any rules or regulations as specified above.

18. Lessee shall pay a \$10 charge for WPM duplicating any lost or missing keys during normal business hours

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## 3 RESPONSIBILITIES

### 3.1 RULES AND REGULATIONS

1. Lessee agrees that he is responsible for his guest(s)' behavior and any damages caused by his guest(s).
2. Lessee agrees not to flush ANY item down the toilet or sinks that could cause it to become stopped up. If it should be necessary to have a plumber unstop any toilet or sink, Lessee shall be charged for the maintenance call.
3. Lessee agrees not to cause or permit any alterations or do any decorating without the prior written consent of the Lessor.
4. Lessee agrees not to keep or allow non-approved pets on the premises. The security deposit will be forfeited if pet is not removed within seven (7) days.

## 4 General Clauses

### 4.1 PREMISES LEASED

Lessor does hereby lease to Lessee the above described premises together with the Lessor's basic furniture, furnishings and equipment situated therein to be used by Lessee as a private residence for no more than the lesser of the number of individuals who have executed this lease as Lessees and the maximum number of residents allowed to occupy the premises under applicable law. Only one car per parking space will be allowed.

### 4.2 HOLDOVER

Tenant shall pay to Landlord, as liquidated damages, for each day that Tenant retains possession of the premises or any part thereof after termination of the terms of this lease by lapse of time or otherwise, an amount equal to \$100.00 per day, or part thereof. Landlord's acceptance of any rent after holding over begins shall

not constitute a renewal of this lease. This provision does not waive Landlord's right of re-entry or any other right here under.

#### 4.3 CONDITION OF PREMISES

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If Lessee takes possession of the leased premises prior to the stated commencement date, Lessor shall have no obligation to clean the premises and contents and Lessee agrees to deliver said premises, furniture, keys, furnishings and equipment in clean condition and good repair at the termination of this lease. A charge for changing the locks and administrative time shall be imposed on Lessee for keys turned in after the expiration date of this lease. (Note: Get your keys in on time; the actual cost of this charge could well exceed \$100.00).

#### 4.4 FIRE AND OTHER CALAMITY

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Damage by fire or other calamity rendering said premises untenable for more than 14 consecutive days shall terminate this lease, but there shall be no abatement of rent or any part thereof so long as said Lessee retains possession of the premises or any part thereof. **TENANT MUST HAVE RENTERS INSURANCE. OUR INSURANCE DOES NOT COVER TENANT'S PERSONAL PROPERTY.**

#### 4.5 INSPECTIONS

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Lessor reserves the right to enter the premises to make emergency repairs at any time. Lessor and Lessee agree that Lessor shall be allowed free access to the premises from 8:00 A.M. to 6:00 P.M. daily for the purpose of examining or exhibiting same, and for making such non-emergency repairs or alterations as Lessor deems necessary or appropriate.

#### 4.6 ASSIGNMENT OR SUBLETTING

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Lessee shall not assign this lease or rights here under nor sublet the premises without prior written consent of the Lessor; which consent shall not be unreasonable withheld. Any sublease or assignment of this lease shall not release Lessee from liability here under unless specifically provided in a written instrument approved and executed by Lessor, Lessee and Lessee's Sub-Lessee. Lessor shall not be obligated to consider any sublease or lease agreement request until it has received all relevant financial information which Lessor may require, including but not limited to a completed lease application on Lessor's form, from all interested parties.

#### 4.7 TERMINATION

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Lessee shall not have the right to terminate this lease except by written consent of the Lessor.

#### 4.8 UTILITIES

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Unless specified periodic utility charges are stated in the spaces appearing above, Lessee shall pay for their own separately metered electric, gas, and water charges for the leased premises as billed by the Utility Companies, for the duration of the lease. Lessee will be responsible to reimburse lessor for all utility bills, plus a \$25 monthly administrative fee, for all utilities paid by lessor on lessee's behalf.

#### 4.9 ABANDONMENT AND DISPOSITION

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Five or more consecutive days absence by Lessee from the leased premises with rent being unpaid, or removal of a substantial portion of Lessee's personal property with rent being unpaid which, in either case, give Lessor reason to believe Lessee has vacated or abandoned the premises with no apparent intent to return, shall be deemed to be abandonment by the Lessee. Upon the occurrence of such abandonment, the rent for the entire term shall become due and payable and Lessor shall also have the right and option to re-enter said premises, and act as Lessee's agent to take possession thereof, to remove and dispose of any and all property where from pursuant to law, to re-let the premises, and to apply the proceeds received from such re-letting toward the payment of Lessee's rent under this lease. Such re-entry and re-letting shall not discharge Lessee from liability for rent herein reserved, nor from any other obligation under the terms of this lease. Any and all property shall be removed from the premises by the Lessor here under shall be handled, removed, and stored by Lessor at Lessee's risk, cost and expense, provided, however, that Lessor shall use reasonable care to prevent any damage or loss to such property. Lessor shall be entitled to a reasonable storage fee. All such property not claimed by Lessee within thirty (30) days shall be disposed of by Lessor and Lessor is hereby relieved of all liability for doing so. Removal of property during University of Illinois holiday periods shall not be treated as an abandonment by Lessee so long as rent is paid in a timely fashion to Lessor.

#### 4.10 NOTICES

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All notices and demands authorized or required to be given to Lessee may be served upon Lessee in person or by first class mail addressed to the Lessee at the address of the leased premises.

#### 4.11 FEES AND EXPENSES

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In the event that either Lessor or Lessee defaults in any of the terms and/or conditions of the lease, then in such event the non-defaulting party may recover reasonable attorney's fees and costs incurred in order to enforce the terms and conditions of the lease.

#### 4.12 MISCELLANEOUS

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The words "LESSOR" and "LESSEE" shall include the singular and plural, masculine and feminine, and individual persons, partnerships, corporations or trusts. In the event this lease is executed by two or more Lessees, then their obligations hereunder shall be joint and several and may be enforced against either or both of them. The paragraph captions are inserted only for convenience and are in no way to be construed as a limitation on the scope of a particular paragraph. The terms and conditions of this agreement shall be binding upon the heirs, executors, administrators, permitted successors and permitted assigns of the parties hereto.

4.13 CITY OF URBANA, ILLINOIS LANDLORD-  
TENANT ORDINANCE

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If applicable, Lessee acknowledges receipt of a copy of Urbana Ordinance No. 9394058 dated January 18, 1994 and entitled "An Ordinance Amending Chapter 12.5 of the Code of Ordinances, City of Urbana, Illinois, regulating Landlord-Tenant Relationships."

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Sign and Accept

5.1 ACCEPTANCE OF LEASE

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This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

5.2 SIGNATURES

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Representatives of Wampler Property Management, LLC, Management Company for the premises, execute this lease as authorized agents of the **Lessor**.

X \_\_\_\_\_  
Lessee

X \_\_\_\_\_  
Lessor