



739 Lincoln Avenue, Charleston, IL 61920
Office (217)345-7368 Fax (217)512-2283

APARTMENT LEASE

Term Beginning: _____ **Security Deposit: \$** _____ **Total Rent: \$** _____

Term Ending: _____ **Rent Required for Move-In: \$** _____ **Monthly Rent: \$** _____

Length of occupancy limited to _____

LESSEE: _____

LESSOR: Reginald H. Phillips

LESSEE: _____

NAME: UNIQUE HOMES PROPERTIES

LESSEE: _____

ADDRESS: 739 Lincoln Avenue

LESSEE: _____

CHARLESTON, IL 61920

LESSEE: _____

PHONE: (217) 345-7368 FAX: (217) 512-2283

LESSEE ADDRESS _____

Charleston, Il 61920

PARKING PERMITS ALLOWED PER THIS LEASE: 3

MONTHLY RENT DUE ON/BEFORE THE: 1st

LATE FEE OF 10% APPLIED IF NOT RECEIVED BY THE: 5th

<u>LESSEE'S PRINT NAME</u>	<u>DATE SIGNED</u>	<u>DATE OF BIRTH</u>	<u>LESSOR</u>
_____	_____	_____	_____
_____	_____	_____	OWNER/AGENT OF UNIQUE HOMES
_____	_____	_____	
_____	_____	_____	

In consideration of the deposit of not less than \$20 the mutual agreements and covenants set forth below and on the reverse side here of (the same being fully included as part of the Lessee) Lessor hereby leases to Lessees(s) and Lessee(s) hereby leases from Lessor for use solely for residential purposes, the apartment designated above, together with the fixtures and all accessories belonging thereto, for the above term. Lessee's duties and obligations to owner/Lessor include joint and several liability with all other persons entering into leases with owner/Lessor for the residential unit described herein during the term of the present lease or any subsequent lease entered into by lessee with owner/Lessor.

<u>SIGNATURE</u>	<u>DATE SIGNED</u>
LESSEE: _____	_____

Initials _____ **Initials** _____ **Initials** _____ **Initials** _____ **Initials** _____

HANDBOOK, DATED 2015-2016, ENTITLED RULES & REGULATIONS, BY THIS REFERENCE IS INCORPORATED HEREIN AND MADE A PART OF THIS LEASE. READ YOUR LEASE CAREFULLY BEFORE SIGNING.

AGREEMENTS AND CONVENANTS 1-27

LESSEE HAS FIVE BUSINESS DAYS TO REVOKE THIS AGREEMENT. ANY REVOKATION, WITHIN THOSE FIVE BUSINESS DAYS MUST BE IN WRITING.

1. **Use of Leased Premises:** Apartment shall be occupied solely for residential purposes by Lessee, who shall consist of the person(s) listed above, unless otherwise agreed in writing. Guests of Lessee may occupy the apartment in reasonable numbers for no more than one week each during each year of the lease term hereof. Neither Lessee nor any of these persons shall perform nor permit any practice that may damage the reputation of or be disturbing to other Lessees, be illegal, or increase the rate of insurance on the building. Lessor may deem it necessary to choose bedrooms for tenants that have not come in as a full group. Bedrooms that are not occupied by person (s) listed on this lease agreement will be locked. Lessee(s) will be required to complete roommate matching profile and will be held responsible for the roommate matching addendum.
2. **Rents:** Lessee(s) shall pay Lessor, in advance, the monthly rent set for above, each in the month occurring during the term of this lease, without set-off deduction or counterclaim whatsoever. Lessee(s) shall pay the first installment of rent as printed above, concurrently with the receipt of the keys to and possession of the premises, or on the first day of the term lease, whichever is earlier. Rents to be paid at Lessor's address indicated above or such other place as Lessor designates. All concurrent rents due on the same day as lease beginning date each month thereafter, unless otherwise specified. All leases are joint and several. No monthly statements will be sent to Lessee(s).
3. **Late Fee:** The time of each and every payment of rent installments are of the essence of this lease. There will be a 5-day grace period as indicated above. Late payment of rent shall result in a late charge of 10% of the monthly rent amount on the 6th day. Rents paid with a dishonored check shall result in the same late charges plus an additional \$25.00 charge for each dishonored check. If a check is returned for any reason, all concurrent payments must be made with cash, money order, or bank draft from that point on.
4. **Deposits & Fees:** Lessee(s) shall deposit with Lessor a security deposit in the amount set forth above for the performance by Lessee(s) under this lease. Lessor shall have the right but not the obligation, to apply these security deposit in whole or in part as payment of such amounts as are reasonably necessary or remedy Lessee's defaults in the payment of rent or in the performance of the covenants or agreements contained herein. Lessors right to possession of the apartment for non-payment of rent or any other reason shall not be affected by the fact that Lessor holds security. Lessee's liability is not limited to the amount of the security deposit. Lessor shall give Lessee written notice of the application of the security deposit or any part thereof within thirty- (30) days of said application. Upon receipt of said notice, Lessee(s) shall at once pay to Lessor, an amount sufficient to restore the security deposit in full. Upon termination of this lease, full payment of all amounts due and performance of Lessee's covenants and agreements (including surrender of the apartment in accordance with this lease), the security deposit or any portion thereof remaining, unapplied, shall be returned to Lessee(s) within thirty (30) days of said termination without interest except as provided by law. If said deposit is lost/stolen or damaged it will be the responsibility of said Tenant to pay the "stop payment" amount in order to have a new check cut and sent out to said tenant. In the event of sale, lease, or other transfer of the building, Lessor may transfer or assign said security deposit to Lease Guarantor, lessee or assignee. Provided said guarantor, Lessee, or assignee by written undertaking addressed to Lessor, assumes all Lessor's obligations hereunder. Lessee agrees to look to such grantee, lessee, or assignee solely for the return of said security deposit. The provisions hereof shall apply to each and every sale, lease or other transfer of the building. Security deposit shall not be deemed or construed as advance payment of rent for any month of the lease term.
5. **Keys:** Lessee acknowledges that upon termination of this lease or vacating the premises by Lessee, Lessee shall return all keys to the Lessors office located at 739 Lincoln Ave., Charleston, IL. If Lessee shall fail to do so within 3 business days, Lessor may deduct the sum of \$25.00 per key for the cost of replacing such and/or resetting door locks.
6. **Parking:** Lessor reserves the right to control the method, manner and time of parking in parking spaces in and around the premises; to designate what portions of the premises may be used by Lessee for parking; and to tow away and store, at Lessees' expense, any vehicle parked by Lessee in spaces not so authorized by Lessor. Lessor will deem towing necessary for the following conditions; parking permits not registered with Lessor, no parking permit, parking in entryways, handicapped, no parking and parking permits registered with Lessor from an alternate Lessor's complex. Parking spaces are limited to the number set forth above. There are no parking spaces provided for guests in the assigned parking area. Parking permits are not transferable from year to year. It is the tenants' responsibility to provide the Lessor with vehicle information.
7. **Utilities:** Lessee shall be responsible for the connection of, the furnishing of, and the payment of water, gas, electric (where applicable), phone, cable and all other utilities through the entire term of lease unless otherwise agreed upon in this lease. If Lessee does not have all utilities placed in their name by the beginning of the lease term, a \$25.00 administration fee plus the current usage amount of utilities will be billed to tenants. If lessee chooses to have electric turned out of their name prior to lease expiration, utilities will stay on in Unique Homes' name and will be billed to tenants on Security Deposit Report along with the

Initials _____ Initials _____ Initials _____ Initials _____ Initials _____

\$25 administration fee. All final water and sewer bills will be sent to Unique Homes' for final payment. The final water bills WILL be withheld from tenants security deposit. Tenants are still responsible for payment of water and sewer until the end of their lease term. Lessor will furnish all necessary furnace filters. Lessee shall not run the heat any lower than 55 degrees Fahrenheit. If Lessor chooses to include any or all utilities in rental price lessee will be required to sign an addendum stating they understand that they will be responsible for any overage of utilities that exceeds the utility cap set by Lessor.

- 8. Condition of Premises; Redelivery to Lessor:** Lessee has examined and knows condition of said premises, and has received the same in good order and repair, and will keep said premises as such. Lessee assumes the responsibility of providing the Lessor with a check-in sheet within 3 days of receiving keys for premises or lease beginning date, whichever comes earlier. In the event that any repair and/or replacement is necessitated by negligence or willful act of Lessee, his guests or invitees, Lessee shall on demand pay Lessor for the costs thereof. Lessee agrees to take reasonable and necessary precautions against freezing of water pipes and agrees that no rags, rubbish, or other articles will be allowed to enter the disposal or waste pipes and will pay for all damages/expenses occurring from such neglect. The Lessee shall be responsible for and maintain the electricity and water for the duration of the lease unless otherwise specified by utility addendum. Lessee agrees to pay a minimum fee of \$30.00 for each item serviced by Lessor. Upon termination of this lease in any way, Lessee will immediately yield up premises to Lessor in as good of condition as when the same were entered upon by Lessee and shall then return all keys and permits. Lessee agrees to remove all personal belongings in or on premises and agrees that any item left will become the sole property of the Lessor and/or disposed of. Upon proper expiration of this lease, Lessee will return entire apartment including appliances, fixtures, walls, flooring, cabinets, doors, windows and any other property belonging to Lessor in a clean and orderly condition in accordance with Lessor's standards for new occupancy. Under no circumstance is lessee allowed to partially or fully paint the premises. If painting is deemed necessary by Lessor, it will be done by Lessor at lessee's expense. In the event that upon termination the premises are not in said condition of cleanliness and repair, Lessee agrees that Lessor shall perform all work required to restore the premises, such work to be done at Lessee's expense. Lessee is responsible for charges incurred for general cleaning and carpet cleaning. Costs incurred by such services will be deducted from the security deposit, if such deposit is not sufficient, then such costs shall be billed to Lessee and Lessee shall pay said sum within thirty (30)days upon receipt of the statement thereof. **In the event Lessee's actions whether by negligence, accident or by intent on the part of Lessee result in damage to Lessor's property of any kind or nature, Lessee shall be held liable to Lessor for said damages.**
- 9. Use, Sublet, and Assignment:** No use, re-renting, subletting or other reassignment by Lessee is allowed without specific written permission by Lessor. Any Lessee wishing to sublease any portion of their lease must find a sublessor that is of the same gender as tenants that are living at the premises. **Any Lessee whom sublets any portion of the lease will forfeit their full security deposit amount and will pay any damages and/or rents due, in full, upon time of sublease.** Any Lessee whom allows premises to be occupied in whole or part by any other person for any length of time, not approved in writing by Lessor, will be automatically evicted without due process of law, and charged the remainder of the rents due on the lease, payable immediately upon demand. In addition, Lessee will be charged the per person rate for that unit, for each unauthorized person. Additional charges to begin from lease beginning date through the time of eviction. In such cases, security deposits will be forfeited.
- 10. Access & Repair:** Lessee will allow Lessor or Lessor's agent free access to the premises at all reasonable hours to inspect make repairs or alterations as Lessor may deem fit for the benefit of or related to any part of the building, and to exhibit the premises for rent. Lessee will allow Lessor to have placed upon the premises notice of "For Sale" and "For Rent" and will not interfere with same. At any time of day Lessor shall have access to said premises if any type of activity is suspected or reported to Lessor or Lessor's agent including: illegal drugs or illegal activity disturbing the comfort of others, or appearance of impropriety of lease and handbook rules/regulations.
- 11. Limitation of Liability:** Lessor shall not be liable for any damage to Lessee's property occurring from fire, calamity, plumbing, electrical, failure of appliances, gas or caused by water, snow, ice, arising from the acts or neglects of other co-tenants or occupants of the building, or any owners or occupants or adjacent or contiguous property, or caused by failure of wiring, lighting, heating, or cooling apparatus or damaged by theft or break-in. Lessee takes responsibility to cover personal belongings and property with renters' insurance policy and will not pursue Lessor for claims of any such loss or damage.
- 12. Holding Over:** If Lessee retains possession of the premises or any part thereof, after the termination of this lease by lapse of time or otherwise, the Lessor may at option, within thirty-(30)days after the termination of the term, serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year at double the rent specified on this lease for such period, or (b) creation of a month-to-month tenancy, upon the terms of this lease, **except** at double the monthly rent specified above. If Lessee holds over less than one month, rent amount will be the same as one full month's rent as stated above.
- 13. Right to Re-let:** If the Lessee abandons or vacates said premises, the same may be relet by Lessor, for such rent and upon such terms as Lessor may see fit. If a sufficient sum shall not thus be realized, after paying the expenses of such reletting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiencies upon demand.
- 14. Default by Lessee:** If default is made in payment of the above rent, or any part thereof, or in any of the covenants contained herein to be kept by the Lessee, Lessor may at any time thereafter, at his election, declare said term ended and re-enter the premises or any part thereof with or without notice or process of law, and remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent. Lessor shall have at all times, the right for payment for

Initials _____ Initials _____ Initials _____ Initials _____ Initials _____

balance of **Total Rent** due and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire or have an interest in, which is by law, subject to such distraint, as security for payment of the rent herein reserved. In the event lease default of any kind, Lessee will pay to Lessor all Rents due as set forth in **Total Rent**.

- 15. No Rent Deduction or Set Off:** Lessee's covenant to pay rent is and shall be, independent of each and every other covenant of this lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.
- 16. Rent After Notice or Suit:** It is further agreed, by the parties hereto, that after the service of notice or commencement of a suit or after final judgment for possession of the premises, Lessor may receive and collect the balance of **Total Rent** due and the payment of said rent shall not waive or affect said notice, suit or judgment.
- 17. Payment of Costs:** Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that may incur from Lessor enforcing the covenants and agreements of this lease. In the event of collection, Lessor shall additionally be entitled to recovery of any fees paid for by the costs of collection, including but not limited to collection agency fees or contingencies as permitted by law, and lessees stipulate and agree that the costs of collection can range from 35% to 50% of the amount placed in collection which the lessee agrees to be a reasonable amount for such collection.
- 18. Fire & Casualty:** In case the premises should be rendered untenable during the term of this lease by fire or other casualty, Lessor at his option may terminate the lease or repair the premises within sixty-(60) days thereafter. If Lessor elects to repair, this lease shall remain in effect provided such repairs are completed within said time. If Lessor shall not have the premises repaired within said time, then at the end of such time, the terms hereby created shall terminate. If this lease is terminated due to fire or casualty here in specified, rent shall be apportioned and paid to the day of such fire or other casualty.
- 19. Subordination:** This lease is subordinate to all mortgages which may now or hereafter affect the real property of which premises form a part.
- 20. Plurals; Successors:** The words "LESSOR" and "LESSEE" wherever herein occurring and used shall be construed to mean "LESSORS" and "LESSEES" in case more than one person constitutes either party to this lease. All covenants and agreements contained herein shall be binding upon, and injure to, their respective successors, heirs, executors, administrators, and assigns and be exercised by his or their attorney or agent. If the premises are rented by more than one Lessee, it is understood by and between all parties, that performance under this lease including, but not limited to, payment of rent shall be the joint and several responsibility of each Lessee residing in the unit designated. Any breach or abandonment of this lease shall not terminate the lease nor shall it relieve the remaining Lessee(s) from fulfilling the terms of this lease. Lessor shall not be liable to Lessee(s) in the event there is a conflict, regardless of the nature thereof, between any Lessees. Lessor shall have the right to substitute the premises for similar premises, in the event of a conflict. Lessor shall have no liability to Lessee(s) due to theft, damage, or injury to person or property caused by another Lessee or such Lessee's invitees, licensed agents or employees.
- 21. Pet Policy:** If any pet, of any kind is found in or on any premises for **ANY** period of time, without specific written permission from Lessor, security deposit for entire premises will be forfeited and any/all damages caused by the pet(s) will be billed to the Lessees, payable upon demand. Security deposit will have to be replenished, in full, within 10 days. It is at the discretion of the Lessor to allow pets at specified properties. Lessee(s) allowed to have pets must sign a separate Pet Lease and will be held to the agreements and covenants of that separate lease agreement.
- 22. Rules & Regulations:** Lessee hereby agrees that the handbook containing rules and regulations, relating to the use and occupancy of the premises by Lessee(s) and by this reference, is made part, as though fully set forth herein, are reasonable and that new, revised, or different rules and regulations shall become additional terms of this lease. Copy of handbook delivered to Lessee and Lessee hereby expressly acknowledges the receipt thereof.
- 23. Guarantee/Guarantor:** Lessee acknowledges the requirement set forth by Lessor of obtaining a signed and notarized lease guarantee for each Lessee, properly completed by the parent, guardian or other legal representative. In lieu of a lease guarantee, **Lessor will require a mandatory, additional refundable deposit of \$750.00, for damages, charges, fees, fines, and/or rents dependent upon Lessor's requirements to fulfill the lease, due on or before term beginning date of lease.**
- 24. Fines/Charges:** All fines, as outlined in the handbook, are payable upon receipt. Late charges, as outlined in paragraph 3, and all other charges are due in the month incurred.
- 25. Application:** The application for this lease and all representations and premises contained therein are hereby made a part of this lease. Lessee warrants that the information given by Lessee in the application is true and correct. If such information is false, Lessor may, at Lessor's option, terminate the lease by giving Lessee not less than 30 days prior written notice, which shall be Lessor's sole remedy.

Initials _____ **Initials** _____ **Initials** _____ **Initials** _____ **Initials** _____

26. The lessor, at their sole discretion, without notice to the lessee, may elect to waive any of the lessee's obligations to perform under the Agreement. Furthermore, should any provision of this Agreement be ruled unenforceable, it does not obviate the other terms and provisions of the Agreement.
27. **Weapons:** NO WEAPONS, possession of any weapons, bomb, bomb-making materials or firearms (including Lessee (s) whom have a Conceal Carry Card) will NOT be allowed on the premises. Any Lessee(s) found to have any items listed above will be evicted immediately, without due process of law. Total amount of rent will be due at that time.
28. **Pest Control/Extermination:** Lessor agrees to treat premises for household pests before Lessee occupies premises listed in this lease agreement. Further, Lessor, to the best of Lessor's actual knowledge, hereby discloses to the Lessee that neither the premises, nor any unit adjacent to the premises, are currently infested with or are being treated for bed bugs. Lessee represents to Lessor that none of the residential units in which Lessee has lived during the last twelve (12) months were infested with, or was treated for, bed bugs during that duration of time. If Lessee fail to report any pest infestation (including bed bugs) and/or problems with the premises within seven days of Move-In, it shall be an acknowledgement by Lessee that the premises are acceptable, in good condition and pest free (including bed bugs). Lessee agrees to take reasonable steps to prevent, control and provide notice of any signs of bed bugs, roaches, fleas or other pests to Lessor IMMEDIATELY. Lessee agrees to cooperate fully with and to undertake all efforts and tasks required by Lessor, in Lessors sole discretion, or Lessor's pest control company employed to eradicate pests. Lessee's full cooperation includes but is not limited to immediately reporting pest infestation (including bed bugs) to the Lessor, making the premises available for entry to complete pest inspection and eradication treatment, completing all required pre-treatment activities, evacuating the premises during and after treatment for the required time frame, completing all required post-treatment activities and immediately reporting in writing ineffective treatment or re-infestations to the Lessor. Lessee will be liable for the cost to remediate any infestation, or exacerbation thereof, caused by Lessee's act, omission or negligence, and shall pay Lessor, within thirty days from Lessor providing Lessee with invoice for such costs. Lessee will also be liable for any damage caused to premises and Lessor's building wherein premises is located or any portion thereof, including but not limited to furnishings and floor coverings. Failure of Lessee to fulfill Lessee's obligations hereunder shall be default under this Lease and Lessor may pursue any and all remedies available to Lessor within this Lease or otherwise provided by law and/or equity.
29. **Agreements:** By initialing below, Lessee(s) agrees to and conforms with the agreements and covenants within this lease

Initials _____ **Initials** _____ **Initials** _____ **Initials** _____ **Initials** _____