

LEASE AGREEMENT

This lease made this _____ day of _____ 20____ by and between Gabe's Place Apartments, LLC, the lessor and

the lessee(s), covering the property at _____

for a term of twelve months beginning on _____ at 2:00 p.m. and ending on

_____ at 10:00 a.m. for a total base rent of \$ _____

payable in advance without demand as follows:

\$ _____ due on _____ for the partial months of occupancy from _____

to _____ and from _____ to _____.

\$ _____ due on _____ for the last month's rent which is _____ 20____.

\$ _____ due on the first day of each succeeding month through _____ 20____.

Said leased premises shall be occupied by no more than _____ person(s).

LESSOR AGREES TO:

1. Deliver the apartment and equipment (i.e. kitchen stove and appliances) in good condition.

2. Provide Lessee with _____

LESSEE AGREES TO:

3. Pay all the above stated monthly rental on or before the first day of each month at 123 W. Main Street Suite 220, Urbana, IL. 61801 or mail said rent to the address above.

4. Pay a late fee of \$20.00 if the rent installment is not received in full on or before the 4th day of the month; and an additional \$2.00 per day for each day thereafter that any rent or liquidated damages remain unpaid.

5. Pay a \$25.00 service charge on any check returned from the bank for any reason. All checks must be cleared immediately with cash or cashiers check only and include the returned check fee.

6. Observe all regulations of this lease.

7. Pay for all utilities except those listed in item #2 above. Houses that do not have air conditioning can add units at a cost of \$50.00 per month per unit for a 3 month period to be paid in advance to Gabe's Place.

8. Pay for all repairs to the apartment and equipment not caused by the elements, structural defects, or ordinary

wear and tear.

WE BOTH AGREE:

9. Lessee will pay full rent pending settlement of claims you may have.
10. We may repair any damage caused by lessee and charge the cost to lessee.

LESSOR MAY CANCEL THIS LEASE BY:

11. Giving lessee FIVE DAYS NOTICE if lessee fails to observe any agreement or regulation which is a part of this lease or if the building is damaged and lessor decides not to repair it.

WE BOTH ALSO AGREE:

12. In case said leased premises shall be rendered untenable by fire or other casualty, lessor may, at lessors option, terminate this lease or repair said premises within 30 (thirty) days. Failure to so repair will terminate this lease without further liability to lessee.
13. Lessees shall surrender leased premises at the end of the term hereof in as good condition as received. Should lessee fail to vacate at the termination of this lease, lessor is entitled to double rent due and payable for every day of fraction of day past the termination date. Also, lessee shall be liable for such other damages incurred through the loss of a prospective tenant by the lessor and for additional expenses incurred by the injured parties. Lessor may take legal action to evict lessee. Failure to be checked out by lease termination time will result in an additional late checkout charge of \$75.00. Failure to return all keys will involve late check out charges.
14. All costs incurred by lessor, including reasonable attorneys fees, for enforcement of all terms, covenants and provisions of this lease shall be paid by the lessee and vice-versa for costs incurred by lessee.
15. In case said premises shall be vacated during term of this lease, lessor may take immediate possession for the remainder of the term and at lessors discretion relet premises and apply proceeds upon this lease. The lessee is to remain liable for the unpaid balance of rent.
16. Recovery of the premises or termination of this lease by lessor shall not relieve tenant(s) of any obligations hereunder, and lessor may let the premises to others upon such terms and conditions as he deems proper, and recover from tenant(s) sums due hereunder, less any consideration received from others for the use of the premises, for remaining term hereof, after paying expenses.
17. The failure of lessee to perform the terms, conditions, covenants and regulations of this lease shall constitute a breach of this lease and lessor may evict lessees from the premises and may pursue any other remedy at law or in equity. Lessor shall be entitled to recover from lessee reasonable attorney's fees and all other costs incurred by lessor for enforcement of this lease.
18. Only the person or persons listed on the lease are to reside in the apartment. No "long term" overnight guests are allowed.
19. Tenants of the apartment are to take reasonable precautions to avoid the freezing of water pipes by leaving the heat on during the winter months, especially during holiday breaks.
20. If there is more than one lessee, all tenants on the lease shall be jointly and severally liable.

WE BOTH ESPECIALLY AGREE:

21. You will not assign this lease.
22. You will not sublet this apartment or any part of it without consent in writing from lessor.
23. We have made no promise except those in this lease.
24. This lease can be changed in writing only, signed by both Lessor and Lessee.
25. You are responsible for replacing light bulbs and smoke alarm batteries in your unit.
26. You have received and agree to return upon termination of this lease, _____ keys to the front door, _____ keys to the rear door, and _____ keys to the mail box.

Lessee has paid lessor a security deposit of \$_____ to guarantee satisfactory performance of this lease. If at any time during the term of this lease the lessee shall breach said lease or be in default in the performance of any of the provisions of this lease the deposit shall be forfeited.

Lessee agrees that the deposit will be applied against any damages to leased premises and for any damages to or loss of the appliances, furnishings and fixtures caused by the lessee excepting normal wear and tear, destruction by fire not caused by Lessee's negligence or acts of God, further upon written notice to lessee, lessor may terminate this lease due to lessee's damage to leased premises. Lessee further agrees that the deposit will also be applied against any costs for cleaning and repairing items incurred by lessor due to lessee's possession and occupancy or premises: said cost of cleaning, repairs or maintenance include but not limited to vacuuming, shampooing carpeting, cleaning of bathrooms and bedrooms. Cleaning of stove, closets and cabinets, defrosting and cleaning refrigerator and extermination expenses caused by uncleanliness or pets. Lessee agrees lessor will deduct from security deposit the cost to include labor and materials of new door locks if each key is not returned to lessor at the end of this lease. The security deposit shall not stand for payment of rent due except at lessors option. Lessee's liability is not limited to the amount of the security deposit.

It is understood and agreed that all furnishing are for use within the interior of the apartment/house only. NO furniture is to be left on the porches/patios or outside the premises.

YOU AGREE TO COOPERATE WITH US BY NOT:

1. Doing anything to disturb your neighbors.
2. Leaving garbage outside the apartment except in trash dumpsters provided. Each violation incurs a \$10.00 fee.
3. Driving nails, screw, any type of adhesive or masking tape, or other equivalent items into the walls or woodwork. Damage beyond normal wear and tear to walls or woodwork shall be deducted from lessee's security deposit; this shall include any damage caused by hanging pictures or other uses of the walls and woodwork.
4. Overloading the electrical system.
5. Erecting any window or door sign.
6. Changing any locks on your doors.
7. Doing anything that will violate any law or increase the insurance rates on the building.
8. Storing any flammable material in the building.

9. Making any repairs or alterations without written consent of the owner.
10. Keeping any pets on the premises. Finding pets on the premises will result in immediate eviction and a fine of \$25.00 per day until said pet is removed.
11. Allowing any Kotex, sanitary napkins, strings, rags, grease or rubbish of any description to enter into toilets or drain pipes.
12. Leaving food outside for wildlife or pets without written consent of the landlord.
13. Doing anything to destroy or damage premises.
14. Installing a water bed or dishwasher without prior written management approval and providing the Lessor proof of insurance.
15. Using the parking area to park vehicles that are not currently licensed or are in inoperable condition. Vehicles may park on approved surface only.

LESSEE FURTHER AGREES:

16. To notify us of any water leaks.
17. To use the apartment only as residence.
18. That lessor has permission to enter the apartment during reasonable hours to inspect its condition, show the apartment to prospective tenants, or make any repairs or improvements lessor deems necessary.
19. To call lessor's agents at 359-0700 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 called to the Lessor's attention by most tenants at the time when they first take possession, it may be a reasonable time before some of the minor items can be attended to when the lease first takes possession. However, major items will be rectified at the earliest possible time and all other items within a reasonable time, taking into equitable consideration the objective of both lessee and lessor.
20. That all of the tenant's person and property in the apartment or building shall be at the risk of tenant only, and further agrees that lessor, its agents and employees shall not be liable for any damage to the person or property of tenant or anyone else occupying or visiting said premises.

This lease constitutes the whole contract between lessor and lessee and no other promises than the terms and conditions hereof have been made.

Lessee

Lessor

Lessee

Date

Lessee

Lessee

Lessee

Lessee