

**JTS PROPERTIES, LLC.**

**LEASE AGREEMENT**

**217.351.8888**

This lease, made this 6th day of October, 2011, between JTS Properties, LLC., an Illinois Limited Liability Company, hereinafter referred to as the “**Lessor**”, and

\_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_.

Hereinafter referred to as the “**Lessee**”.

WITNESSETH that the Lessor hereby leases to Lessee and Lessee does hereby jointly and severally rent for the purpose of a personal residence only, and no other, the premises know and described as follows:

\_\_\_\_\_ # \_\_\_\_\_

Urbana, IL 61801

Together with the appurtenances thereto belonging, for the term commencing on the 18<sup>th</sup> day of August 2012, at 12:00 noon, and expiring on the 6<sup>th</sup> day of August 2013, at 12:00 noon.

IN CONSIDERATION THEREOF, IT IS AGREED AS FOLLOWS:

1. RENT: Lessee shall pay to Lessor the sum total rent of \$\_\_\_\_\_.00 for the lease term. This sum total rent amount shall be divided into twelve equal installment payments of \$\_\_\_\_\_.00 payable to JTS Properties, at 1612 S Neil St Suite B, Champaign, IL 61820 or the rent box at 706 S Sixth St, Champaign, IL, or wherever designated in writing by Lessor.
  - a. Said rent shall be due and payable in advance on the first day of each and every month of said term. The Lessee's first rent installment is due on August 1, 2012, and the last installment will be due on July 1, 2013. Lessor will not issue keys until the first rent installment is received. All rent payments must be made in **one (1)** cash or check payment, and may not be divided among various Lessees.
  - b. Lessee will pay a late fee equal to 5% of the monthly installment if rent is not received by the 5<sup>th</sup> day of the month. In the event the Lessee does not pay rent that is due and owing by the 5<sup>th</sup> day of the month, Lessor may elect to serve a Landlord's Five-Day Notice upon Lessee. In the event Lessee's right to possession is terminated for non-payment of rent, Lessee's obligation for rent, which accrues after Lessee's possession has been terminated, will continue to accrue until the property is re-leased or upon the expiration of the lease term, whichever comes first.
  - c. Any check for rent returned by the bank due to insufficient funds or any other reason will be charged a \$50.00 fee. The Lessor reserves the right to demand that all subsequent rent payments be made in cash or with a cashiers check. It is hereby agreed between the parties that the amount paid by Lessee to Lessor pursuant to this agreement shall be applied first to any past due and unpaid charges and thereafter to current charges.

- d. Lessee has the right to sublet or assign said leased premises to applicants approved by the Lessor. If Lessee does sublet leased premises, Lessee understands that, in absence of a written agreement between Lessor and Lessee to the contrary, Lessee expressly remains liable for all obligations and duties owed Lessor under terms of this lease. Lessor will impose a \$50.00 charge for each sublease made by Lessee or his Sublessees. The charge represents the Lessor's actual costs for Lessor's time and documentation, verification, record changing, and/or apartment inspection. Lessee's subletting or assigning without the approval of Lessor shall constitute a breach of this lease, and Lessor may pursue any and all remedies against Lessee as provided for under this lease.
2. **CONDITION OF PREMISES:** The Lessor will deliver the premises in "as is" condition on the beginning date of this lease and Lessee will return the same in good and clean condition on the ending date of this lease. Lessee has examined the apartment and the furnishings therein, knows the condition thereof, and acknowledges the receipt of the same in good condition and repair. The Lessee further acknowledges that Lessee will receive a checklist upon occupation describing the condition of the premises at the time of Lessee's possession. Lessee agrees to return said checklist within one week of receipt, noting any discrepancies in the condition of the apartment not indicated on said checklist. Lessee understands that if said checklist is not returned to Lessor within one week of Lessee's receipt of the same, it shall be presumed for the purpose of this lease that said checklist adequately describes the condition of the premises at the time of Lessee's possession.
3. **OCCUPANTS:** The leased premises shall be occupied only by persons listed on the application for rental. Lessor will permit additional occupant(s), provided that Lessee gives written notice to Lessor.
4. **SECURITY DEPOSIT:** Lessee shall pay a security deposit in the sum of \$\_\_\_\_\_.00 due and payable concurrent with the execution of this lease. The security deposit is set aside to secure Lessee's performance of each and every covenant and agreement to be performed by Lessee under the Lease Agreement. Lessee shall be held fully responsible for any and all damages done to the demised premises, fixtures, furnishings, equipment or other property belonging to Lessor, except for normal wear and tear, or to any part of Lessor's property caused at any time by misuse, carelessness, or negligence on the part of the Lessee. Such liability shall be joint and several. Where required by law or local ordinance, the Lessor shall pay to Lessee interest on Lessee's security deposit funds, held by Lessor, as prescribed and in the manner mandated by said law or local ordinance.

After termination of the lease term or renewal thereof and upon inspection of vacated premises, should Lessor find no damages beyond normal wear and tear, and Lessee is not in default, then the deposit shall be returned to the Lessee with the issuance of a single check drafted to \_\_\_\_\_ and mailed to address specified by Lessee. Aforementioned Lessee hereby assumes the responsibility of distributing the deposit to any other named Lessee as appropriate. In the event that Lessor shall find damages beyond normal wear and tear, the cost of the repair or replacement shall be that of Lessee and the deposit herein shall apply towards the cost of such repair or replacement, but in no case shall the amount of the deposit herein restrict the right of the Lessor to proceed for additional damages.

Lessee expressly agrees that this deposit shall at no time during the lease term or renewal thereof be deemed or construed as an advance payment of rent for any month of the lease term, including specifically the last month's rent. Such deposit shall not affect the right of Lessor to commence legal action for payment of rent due in the event of non-payment of rent or for breach of any other covenant under this lease or conditions contained herein, Lessor may apply the deposit towards the damage sustained by Lessor arising out of such breach in addition to the application of same to physical damages to the premises. The right of Lessor to apply the deposit shall in no way affect Lessor's right or ability to proceed against lessee for the collection of additional damages sustained by Lessor arising out of the breach of this lease or for the damages done to the leased premises by and through the Lessee.

The refund of the deposit is subject to the following:

- The full term of the lease and/or extension thereof shall have expired.
- No damage to demised premises or to Lessor's property except normal wear and tear.
- The entire apartment, including range, refrigerator, kitchen, bath, closets, cabinets, all drawers, floors, carpets, etc. shall be clean.
- No tape or adhesive fastener marks are left on the painted walls.
- No unpaid late charges, maintenance charges, or delinquent rent.
- All issued keys are returned.
- All debris, rubbish, and discards have been removed from the premises.
- Correct forwarding address has been left with Lessor.
- Full compliance by Lessee with all lease terms, covenants, and rules.

Lessee acknowledges that with respect to cleaning and maintenance charges Lessor maintains a schedule of flat rate charges for the most common and recurring cleaning and maintenance tasks. Lessee further acknowledges that this schedule is available for inspection at Lessor's offices during regular business hours. Lessee understands and agrees to pay cleaning and maintenance charges to Lessor in accordance with this schedule. Lessee further agrees that any work not specifically provided for on the schedule will be billed to and paid for by Lessee at the rate of \$35.00 per man hour or if the work is performed by independent contractors, Lessee will be billed at the cost to Lessor.

Lessee is responsible for the cost of professional carpet cleaning upon the expiration of this lease, or any extension thereof. If Lessee elects to independently arrange for professional carpet cleaning, a paid receipt must be submitted to Lessor, at Lessor's aforementioned place of business, no later than the expiration of this lease, or any extension thereof, and receipt must have services rendered concurrent with the expiration of the lease. Otherwise, Lessee will be invoiced for the actual cost of carpet cleaning of all carpets in the leased premises by an independent professional upon the expiration of this lease, or any extension thereof.

5. EARLY MOVE-IN: If premises are occupied prior to lease commencement and inspection, Lessee shall assume full responsibility for any cleaning, painting, waste hauling, and damage left by previous tenant(s). Lessee may only occupy premises prior to the commencement of the lease with the Lessor's written permission. In the event that written permission is given, early move in is subject to the previous occupants vacating the premises and the keys being returned to the Lessor's office. Moreover, if the premises were not found clean for early moving in, this does not relieve Lessee of the responsibility to leave the premises clean at the end of the lease term in order to receive a full refund of the security deposit.
6. RIGHT OF ACCESS: Subject to the provision of applicable ordinances, the right of access is reserved to the Lessor and his agents and to any other person thereunto authorized by the Lessor or his agent to inspect, repair, alter, or exhibit said premises and to affix signs, "For Rent" or "For Sale", in such places on the premises as the Lessor or his agent shall determine, all without interference of any kind by Lessee or other and with or without consents of Lessee. Except in cases of emergency, the Lessor shall not enter the rental unit without first providing the Lessee with advance notice of entry.
7. LOSS BY FIRE: In the event the premises are rendered untenable due to fire, explosion, or other casualty, the Lessor may at its discretion terminate this lease, repair the premises within 60 days, or offer an equal substitute. If Lessor does not repair said premises within said time, or the building containing said premises shall have been wholly destroyed, the term hereby created shall cease and determine.
8. INSURANCE: The Lessor does not maintain any insurance on Lessee's personal belongings or personal property and, therefore, Lessee is strongly advised to obtain its own "Renter's Insurance".
9. PETS: No pets shall be kept in or around the premises at any time without the written permission of the Lessor. Lessor's consent, once given, may be revoked at any time. An additional security deposit of \$200.00 will be required in the event that Lessee is given written permission by Lessor. In the event a

pet is on the leased premises in violation thereof, Lessee hereby agrees to pay a fine of \$50.00 as liquidated damages and an additional fine of \$10.00 per day for each day, or part thereof, the pet is on the leased premises in violation thereof.

10. NOISE: The Lessee or Guests thereof will not disturb other residents with loud noise in any form, which includes but is not limited to stereos, televisions, musical instruments, or any voices, between the hours of eleven o'clock PM and the following seven o'clock AM. In the event that the Lessor receives any fines as a direct consequence of Lessee's failure to comply with any law, rule, or ordinance shall be the direct responsibility of Lessee to pay and will be billed to Lessee's account. The parties stipulate and agree that complaints that result in the calling of police to the premises at least three times in a one year period shall be constructive evidence of a violation and shall be a valid basis for termination of this lease. The parties stipulate that Lessor has the right to enforce a fine of up to \$150.00 for complaints that result in the calling of police to the premises to be verified by an official police report or other official record of the occurrence.
11. UTILITIES: The Lessee shall pay all utilities used by the apartment or house during the term of the lease. The Lessee is responsible for placing the utilities in their name prior to occupation of the apartment or house. These include, but are not limited to, electricity, telephone, telecom, cable, and water. Lessor will be billed for, and will bill Lessee for \_\_\_\_\_. Lessor will provide \_\_\_\_\_. The Lessee shall observe such reasonable rules as required by the Lessor that will be necessary for proper and orderly care of the property including all common areas. Lessee hereby authorized Ameren IP to provide a utility consumption report to the Lessor at any time and without further authorization.
12. KEYS: The Lessor will provide a complete set of keys to each Lessee at the beginning of lease, upon receipt of first rent installment. All keys must be returned to the Lessor at the termination of the lease. Lessee is responsible for any lost or misplaced keys, and will be charged \$25.00 for each front door or security door key, and \$15.00 for each mailbox key.
13. RETURN OF POSSESSION: Lessee agrees to quit and surrender the leased premises at the end of the term in as good condition as upon delivery of possession to Lessee, reasonable wear and tear accepted, and shall return all keys for the same. Lessee hereby acknowledges and agrees that there will be a \$25.00 charge for each front door or security door key not returned, a \$15.00 charge for each mailbox key not returned, and a \$70.00 lock rotation charge will be assessed if any of the original keys are not returned. Duplicated keys will not be accepted. If Lessee fails to yield up possession, Lessee shall be charged a sum equal to twice the amount of the rent herein reserved prorated an average per day of such withholding.
14. DEFAULT: The failure of the Lessee to perform the foregoing covenants, or any of them, shall constitute a breach of this lease, and the Lessor may, under the due process of law, evict the Lessee from said premises and may pursue other remedy either at law or in equity. Lessee agrees that the Lessor shall be entitled to recover from Lessee reasonable attorney's fees and all other cost incurred by the Lessor in the enforcement of terms, covenants, and provisions of this lease. In the event of a legal judgment against Lessee in the matter of a Complaint in Forcible Entry and Detainer and/or Complaint for Collection, Lessee shall be responsible for all attorney's fees, court costs, and collections costs ranging from 35 to 50 percent of balance due.
15. ACCELERATION: If a default should be made in the payment of rent above reserved, or any portion thereof, or any of the covenants or agreements herein contained to be kept by Lessee or by Lessee's assign, and this lease shall thereafter be terminated by Lessor because of such balance or default, Lessor shall then be entitled to recover immediately as a component of this damages an amount equal to the unpaid rental for the balance of the rental term. Any net sums received by Lessor in reletting the leased premise during the unexpired term of this agreement till be credited to Lessee's account, or, if said account is satisfied, refunded to Lessee.

16. **ABANDONMENT:** Should the Lessee abandon the premises during the term of this lease the Lessor has the right and option to take immediate possession thereof for the remainder of the term and at the Lessor's discretion, remove any and all property, relet the premises for such rent and under such terms as the Lessor may see necessary and apply the proceeds to the balance of rent due. The Lessee still remains liable for any unpaid balance of rent and for damages to the property and other obligations under the terms of this lease. This authorization shall not be in any way construed as requiring any compliance herewith on the part of the Lessor.
17. **PLURAL SUCCESSORS:** The words "Lessor" and "Lessee" used herein shall include the plural thereof and the necessary changes required to make the provisions hereof apply to the corporations or men or women shall be construed as if made.
18. **SEVERABILITY:** If any clause, provision, portion of this lease or the application thereof to any person or circumstances shall be invalid or unenforceable under applicable law, such events shall not affect, impair, or render invalid or unenforceable the remainder of this lease, nor any other clause, phrase, provision or any portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

## **RULES AND REGULATIONS**

1. The Lessee agrees to make no alterations, additions, or repairs to the premises without prior written consent of the Lessor. All alterations and additions shall remain as part of the premises unless the Lessor shall otherwise elect. This includes in particular, but not exclusively, locks, bolts, and all fixtures. The location of telephone and cable jacks shall not be moved without prior Lessor authorization and then only by professional installers at the cost of the Lessee. No satellite dishes may be attached to the building without prior written consent of the Lessor. No tape of any type or screws are permitted on or in the walls or woodwork, and any repair costs for such tape or screws shall be made or paid for by Lessee. Paneling nails and removable adhesive pads are permitted.
2. No waterbeds are allowed on the premises without Lessor's express written permission.
3. The Lessee shall provide sufficient heat of 55 degrees at all times to prevent the freezing of water pipes on the premises. Lessee shall be liable for any damage caused by freezing water pipes by failing to comply with this regulation.
4. Lessee shall not suffer nor commit any waste in and about said demised premises together with the fixtures and furnishings therein and appurtenances in a clean, sightly and sanitary condition and in good repair and free from vermin and rodents and danger of fire, all at his own expense.
5. Lessee agrees to be careful that no hair, thread, strings, sanitary napkins, nor rubbish of any kind enters drainage or waste pipes of said leased premises, and will be responsible for damages resulting there from.
6. Lessee agrees not to place hard objects such as bottle caps, glass, metal, etc., in the disposal because it will cause it to jam. Fibrous materials such as cigarettes, paper, banana skins, etc., will plug the disposal. In the event Lessor is called to fix a disposal and such materials are found therein, Lessor reserves the right to charge Lessee for the expense incurred.
7. Lessee hereby acknowledges that all gas and charcoal barbeque grills and patio torches are strictly prohibited on balconies and patios. Lessee agrees not to store personal items on any outdoor porch except outdoor furniture. It is agreed that Lessor shall have the right to remove barbeque grills and any other of Lessee's personal items or to remove and dispose of rubbish left on any outdoor porch or in the yard at Lessee's sole expense. There will be a \$150.00 fine assessed for any violation of this rule. The Lessee further agrees that they will be responsible for any property damage or bodily injury liabilities and responsibilities arising out of the violation of this rule

8. Lessee agrees not to store any personal property, including bicycles or mopeds in the hallways, stairways, or laundry room.
9. Lessee agrees to test the smoke detector on the premises periodically and immediately notify Lessor in writing if said smoke detector is ever found not functioning properly. Lessee agrees not to tamper with the smoke detector, not to deactivate the detector or remove the batteries therein. Lessee shall incur a \$50.00 charge, if in fact, the smoke detector is deactivated or tampered with. Testing and maintaining smoke detectors and fire extinguishers shall be the responsibility of the Lessee.
10. Lessee, on behalf of Lessee and Lessee's guests and invitees, agrees to use and occupy the leased premises in strict accordance with the laws, regulations and ordinances of the City of Urbana and the University of Illinois, including specifically those laws, regulations and ordinances relating to the possession and consumption of alcohol and drugs. A breach of this regulation shall be a material breach of this lease. Absence of compliance with the aforementioned regulations shall be deemed a material breach of this lease, and in addition to any other remedy allowed in this lease, shall subject the Lessee to a fine of \$150.00 and/or eviction.
11. Lessee, on behalf of Lessee and Lessee's guests, agrees that no object, including any and all liquids, shall be dropped, thrown or otherwise ejected from balconies, specifically including but not limited to cigarettes, matches, bottles, cans, or garbage. Lessee may incur up to a \$1000.00 fine for any violation of this rule and be subject to criminal prosecution and eviction. Any investigation of alleged incidents will be reported to the University of Illinois and Parkland College.

IN CONSIDERATION OF the mutual covenants herein stated, Lessor hereby leases to Lessee and Lessee hereby leaves from Lessor the above described premises upon the terms and conditions hereinbefore stated, each of the undersigned being jointly and severally liable hereunder.

WITNESS the hands and seals of the parties hereto:

LESSOR:  
 JTS Properties, LLC.  
 An Illinois Limited Liability Company,

By: \_\_\_\_\_  
 Authorized Agent

LESSEE(s) \_\_\_\_\_  
 \_\_\_\_\_  
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