

## LEASE ( 10 payments )

THIS AGREEMENT is made between The Woods LLC, hereinafter referred to as "LESSOR" and \_\_\_\_\_, hereinafter referred to as "LESSEE".

### 1. PREMISES LEASED

- A. LESSOR agrees to lease to LESSEE the premises known as 1135 West Wood, # \_\_\_\_\_, Decatur, Macon County, Illinois, which premises have been designated as Certified Housing by Millikin University.
- B. In addition to the lease of the unit, the following services and privileges are granted to the LESSEE.
  1. Refuse facilities.
  2. General building maintenance outside of the suites, including lawn care, LESSOR is responsible for snow removal.
  3. Furnishings and appliances presently on property shall remain in the unit under control of LESSOR.

### 2. TERMS OF LEASE

This lease shall be for a term of two (2) school semesters beginning on the 23<sup>rd</sup> day of August 2012 and terminating without notice at 5:00 PM on the 17<sup>th</sup> day of May 2013. LESSEES shall move-in on a pre-scheduled date as indicated hereafter, and shall move-out at the end of the lease term after a move-out inspection has been completed by LESSOR.

### 3. RENT

- A. LESSEE agrees to pay as rent for the aforesaid premises and residence privileges the sum of **\$6,868.00**. Said sum shall be paid to LESSOR or as directed by LESSOR in **10** monthly payments of **\$686.80** due on the first of each month beginning June 1, 2012 and ending on March 1, 2013 or as otherwise set forth in the rent schedule attached hereto and made part hereof by reference. A late charge of 10% of the total payment due shall be added to the payments due and not received in the office of LESSOR on or before the 5th of each month, unpaid late fees, damages, and utility bills shall be considered additional rent due. There will be a \$35.00 service charge for any check returned by the bank for any reason. LESSEE agrees to pay the amount of the check plus service charge within 3 days. Upon breach of any terms of this lease, all future lease payments are accelerated and become immediately due and owing. Unpaid late fees shall be deemed to be unpaid rent for the purposes of the five (5) day statutory notice requirement for unpaid rent and any payments received by LESSOR shall first be applied to unpaid late fees, damages, and utilities.

### B. THIRD PARTY GUARANTY

LESSOR at its option as described hereinafter requires a binding Third Party Guaranty (referred to as "Guaranty") which Guaranty constitutes an additional inducement for the granting of this lease. LESSOR reserves the right to cancel this lease in the event such Guaranty is not fully executed, notarized and returned to the LESSOR within 15 days from the date of LESSEE'S signing said lease or prior to occupancy, whichever time period is shorter. LESSEE understands that the Guaranty must be obtained directly from their parent or guardian and that the LESSOR reserves all rights, both criminal and civil, for the false execution or forgery of the Guaranty. The execution of the Guaranty constitutes an additional assurance to the LESSOR of the performance of the covenants of this lease and shall not be construed as a release of the LESSEE'S responsibilities. Failure to provide said Guaranty shall not release LESSEE of his liability herein unless terminated by LESSOR as aforesaid. **Furthermore, if any individual LESSEE shall fail to provide said executed Guaranty, then the individual LESSEE shall pay a sum equal to a proportional percentage of rent calculated upon the total amount of rent due pursuant to this lease divided by the number of LESSEES who have executed the lease. Said payment shall be paid on or before the possession date above and prior to the release of the unit key to the individual LESSEE. The individual LESSEE who makes such payment shall remain jointly responsible for any and all remaining rent due pursuant to this lease.**

- C. LESSOR restricts occupancy to individuals enrolled at Millikin University. Any exception to this must be granted in writing by The Woods management.

- D. Withdrawal or suspension from the University shall not terminate the obligation of LESSEE hereunder and LESSEE shall be liable for the aforesaid rents unless said space is leased to another resident by LESSOR or unless LESSEE provides a SUB-LESSEE suitable to LESSOR as herebelow provided. No refund shall be made of any pre-paid rent.

### E. JOINT RESPONSIBILITY

The term LESSEE as used herein shall be considered to mean LESSEES whenever there is more than one tenant. LESSEES shall be jointly and severally liable for all charges for damages to the aforesaid premises. Each LESSEE shall remain liable for said damages until all such charges due are paid in full.

### 4. UTILITIES

LESSEE acknowledges responsibility for paying all utility charges billed during this lease term. LESSEE hereby authorizes LESSOR to make application in LESSEES name for electric and water, to start the first day of the lease term or move-in date and extend to the end of the lease term. Failure to pay utilities when due to the utility company, or as reimbursement to LESSOR after payment by LESSOR, shall be deemed a breach of the terms of this lease. LESSEE shall maintain active utility accounts in their unit, including electric and water. LESSEE acknowledges that it is their responsibility to remove service from their name at the end of the lease term. LESSEE shall keep heat high enough to keep pipes from freezing, must be a minimum of 60 degrees. Failure to do so shall be deemed a breach of this Lease. LESSOR shall provide garbage pick-up, local telephone, cable, and internet service.

### 5. SECURITY DEPOSIT

- A. LESSEE shall, upon execution hereof, deposit with LESSOR the sum of **\$250.00** for tenancy in the above-named unit, to be applied against damage to any part of the premises leased hereby or the furnishings therein and to the common hallways, stairwells and other common areas contiguous to the leased premises caused by LESSEE or its guests. Said Security Deposit shall be applied to any of the aforesaid losses related to the aforesaid unit unless said damage is paid for prior to the end of the term of said lease. Refunds shall be made after inspection of the premises by LESSOR and/or its AGENT, and refunded as required by law. Failure to leave premises by lease ending date shall result in loss of the Security Deposit and will result in Holdover Damages as prescribed by law which is double the rent amount.
- B. The Security Deposit shall be held in the LESSOR'S escrow account.

### 6. USE AND CARE OF THE PREMISES

- A. Said premises shall be used by the LESSEE solely for residential purposes. Further, LESSEE shall not permit any unlawful or immoral practices to be committed upon the premises, including, but not limited to, drinking by persons under the legal age of twenty-one, selling tickets to parties where drinking by persons under the legal age of twenty-one may occur or the use of a controlled substance by any person may occur wherein that substance or substances is bought, sold or given gratuitously, nor use the premises in a manner which is offensive, noisy or dangerous which may result in an increase of the insurance rate thereon. Further, the use of the premises by LESSEE or its guests shall be in a manner consistent with the rights of other residents of said building in accordance with any Federal, State, or local laws or ordinances so as not to cause undue disturbance. LESSEE shall not allow any other persons to occupy premises hereby rented, excepting casual visits of friends or guests limited to a two- (2) day stay. **NO SUCH PERSON(S) SHALL OCCUPY SAID PREMISES MORE THAN TEN DAYS, IN TOTAL, DURING THE TERM OF THIS LEASE.**
- B. LESSEE shall be jointly and severally liable along with any other occupants of this unit for any damages to the premises, furnishings and appliances within said unit, including but not limited to extra cost of painting, carpet cleaning or replacement, or any other deodorizing process necessitated by the presence of persistent lingering odor resulting from smoking materials, use of candles and incense, urine, alcohol, odorous cooking or otherwise. In addition, LESSEE shall be jointly and severally liable for damages to common building and parking areas, and any other expenses caused by LESSEE or its guest to LESSOR including, but not limited to repair, reset or replacement of fire alarms; damage to windows and doors in building halls and entry ways, laundry facilities, carpet/vinyl in halls, mailboxes; expense of breaking up parties in halls, entry way or parking lot; removal of garbage, trash, and discarded furniture not placed in dumpster unless conclusive proof of responsibility can be determined. LESSOR'S and/or its AGENT'S decision as to said condition, and the necessity of expense to render said unit in a usable condition shall be binding upon the parties hereto.
- C. Upon termination of said Lease, the unit including furnishings and appliances shall be left by LESSEE in a sanitary, clean condition, suitable for immediate lease to another tenant and any loss, cost or expenses occasioned by LESSEE'S failure to do so shall be charged against the aforesaid Security Deposit. LESSEE's liability shall extend to the following types of damages, in addition to others, upon LESSEE vacating the leased premises:
  1. Extra cost of cleaning unit to ensure that unit is in occupancy ready condition.
  2. Damage to furniture and TV (if applicable).

**D. RESIDENT POLICY BOOK**

LESSEE acknowledges receipt of the Resident Policy Book incorporated herein by reference and made a part of this lease. LESSEE acknowledges that he or she agrees to abide by all rules and regulations. LESSOR reserves the right to make reasonable changes to the Resident Policy Book and upon notification to LESSEE of such changes, such amended rules and regulation shall become equally binding upon LESSEE as is originally set forth herein.

1. NO PETS SHALL BE PERMITTED UPON THE PREMISES. LESSOR may remove pets without notice. LESSOR is not responsible for removed pets.
2. No clothes or wearing apparel shall be hung out of doors or out of the confines of said unit.
3. No pictures or other objects shall be hung or suspended within said unit, except with approved hooks. No items shall be hung on the exterior of the building, including siding and railing.
4. LESSEE shall not permit or allow any rubbish, waste materials, trash containers or other products to accumulate upon premises but shall maintain the same in a reasonably clean condition at all times.
5. Padlocks, chain locks or locks of any type on any interior or exterior door are prohibited except locks installed by LESSOR.
6. LESSEE agrees to abide by City of Decatur Noise Ordinance. No parties will be held outdoors. Indoor parties shall be small, controlled and not disturb neighbors. Illegal activities are prohibited at any time.
7. LESSEE may not make changes, temporary or permanent, to the unit without prior written consent of LESSOR.
8. Cars shall be parked only in designated parking lots and shall not be driven or parked on grass, yard, or sidewalk. Cars must be parked in compliance with Town Parking Ordinances.
9. LESSEE is responsible for putting out garbage and returning cans to storage in compliance with City of Decatur regulations governing such actions.

**7. DAMAGE TO LESSEE’S PROPERTY**

- A. LESSOR shall not be liable for any loss or damage to LESSEE’S personal property caused by fire, wind, rain, and any other act of nature, theft, actions or commissions of other lessees, occupants or guests unless LESSOR is found to be negligent.
- B. LESSEE covenants and agrees to make no claim against LESSOR, its agents, or employees for any damage, personal injury or loss of use occasioned thereby unless LESSOR is found to be negligent.
- C. If property is rendered unlivable due to fire or other cause, LESSOR shall not be obligated to provide housing for LESSEE. LESSOR shall return any unused rent.

**8. ASSIGNMENT AND SUBLETTING**

LESSEE shall not assign or sublease the leased premises without first obtaining LESSOR’S prior written consent. A subleasing fee of \$100.00 shall be paid at the time SUB-LESSEE signs said sublease.

**9. ELECTION OF PROVISIONS**

If there is a discrepancy between the provisions of this Lease and those stated in the Resident Policy Book, LESSOR shall have the option of electing the binding provision and shall so notify LESSEE within a reasonable time of such election.

**10. ENTRY**

- A. The LESSEE agrees that at reasonable times prior to the termination of this Lease, the LESSOR or its agent may enter the premises for the purpose of inspection, cleaning, remodeling or repairs or to show the same to prospective new tenants or buyers. Repairs by LESSOR shall be made within a reasonable time, and LESSEE acknowledges and agrees that repairs could be slow at the beginning of the term and during severe conditions.
- B. Lockout: a \$25.00 service charge will be assessed LESSEE if LESSOR is required to open or close leasehold premise at the request of LESSEE or governmental authorities.

**11. DEFAULT PROVISIONS**

If LESSEE defaults under any provisions of this lease or fails to pay any amounts due to LESSOR, the LESSOR may, at its election, declare the lease in default, accelerate the rent due under this Lease, and proceed against LESSEE in any manner allowed by law. LESSEE shall pay collection charges and attorney’s fees incurred by LESSOR in enforcing this lease. LESSEE shall pay an office charge of \$300.00, due upon default of any lease terms. LESSEE agrees that the attorney’s fee shall be equal to the greater of \$675.00 plus \$225.00 per hour in excess of three (3) hours, or 30% of the amount due to LESSOR at the time the account is turned over for collection. LESSEE agrees that said amount is reasonable. 1. LESSEE’S INITIALS. The aforesaid fees or collection costs shall be due whether or not litigation is commenced by LESSOR. In addition, at the end of the school year, LESSEE agrees that any charges that LESSOR deems to be due pursuant to this lease shall be chargeable to the LESSEE’s Student Account at Millikin University and collected in accordance with Millikin University policy. The LESSEE agrees to allow LESSOR to pursue all legal claims and suits in the Circuit Court of Macon County, Illinois, thereby waiving any defense of lack of jurisdiction or venue in said suits. The LESSOR, attorney, or debt collector is granted permission to request a credit report on LESSEE and/or LESSEE’s guarantor(s) at the time of application and/or if LESSEE’s outstanding balance to LESSOR is past due over thirty (30) days.

**12. NOTICES**

LESSOR may terminate LESSEE’S right to occupancy by giving LESSEE five days written notice to vacate for nonpayment of rent or by giving LESSEE ten days written notice to vacate for violation of any other Lease provision. Any legal notice or demand may be served by tendering it to any person thirteen years of age or older residing on or in possession of leased premises; or by certified mail addressed to the LESSEE at the leased premises, return receipt requested; LESSEE acknowledges that if the notice by certified mail is returned to the LESSOR with a notation that delivery was refused or unclaimed, it shall be deemed constructive legal notice. LESSOR may also serve notice by posting it upon the door of the leased premises if no authorized person pursuant to the Lease is in possession of the unit. Notice to LESSEE shall be deemed to be notice to Guarantor.

**13. REASSIGNMENT**

LESSEE agrees that LESSOR reserves the right to re-assign roommates and/or unit(s) as it deems necessary.

**14. SEVERABILITY**

This contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no further written or oral understandings or agreements with respect hereto. Any changes and/or modification to this contract must be made in writing and acknowledged by the signatures of the parties hereto. If any clause or provision of this agreement is found to be unenforceable or inapplicable, then the remaining provisions will not be voided and will remain in full force and effect.

**15. NON-DISCRIMINATION CLAUSE**

**It is illegal and against The Woods policy to discriminate based on one’s membership to a protected class. These classes being race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, unfavorable military discharge, military status, or any other class protected by Article 3 of the Illinois Human Rights Act.**

LESSEE: \_\_\_\_\_ / \_\_\_\_\_  
(PRINTED) (SIGNATURE)

LESSOR: THE WOODS LLC

E-MAIL ADDRESS: \_\_\_\_\_

By: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_