

immediately due and payable, and in such event, Lessor may enter upon said premises with process of law, and repossess the same, and distain for any rent that may be due thereon. After such default shall be made, the Lessee, and all persons in position under Lessee, shall be deemed guilty of forcible detainer of said premises under the statute, and Lessor may avail himself of all remedies under and by virtue of such statutes.

9. Lessee shall not suffer nor commit any waste in and about said premises, nor the building of which they are a part of the furnishings therein, and shall keep the 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 shall yield the same back to the Lessor upon termination of this lease, by expiration of the term, or in any other manner, in the same condition, except as repaired or altered by Lessor, as of the date of the execution hereof, loss by fire and reasonable wear and tear excepted.

10. In case said premises shall be rendered untreatable by fire, explosion or other casualty, Lessor may, at his option, terminate this lease or repair said premises within thirty days. 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.

11. In the event of a default by Lessee hereunder, Lessee agrees to pay Lessor's reasonable Attorney's fees. If Lessor defaults, he will pay Lessee's reasonable attorney's fees.

12- (A) That no unlawful practice or commercial use shall be allowed in or on said premises nor shall the same be used for any purpose which will injure the reputation or credit of the premises or of the neighborhood. No waterbeds and no house pets. If Lessor finds a pet on premises, Lessee hereby agrees to pay a fine of \$100.00 and an additional \$25.00 for each additional day the pet remains on the premises. This fine shall apply in all cases, even those where tenant is "keeping" the pet for a friend or the pet is just "visiting" with a guest or visitor of the Lessee. If the pet remains on the premises for a period of 5 days or more from the date it is first observed by Lessor, then Lessee's right to possession shall terminate and Lessee shall vacate the premises immediately and pay all sums due hereunder, including rent and penalties for the balance of the term of this lease. No pets of any type shall be allowed on said premises at any time.

12-(B) LESSOR will permit LESSEE to have and keep a Service Animal as defined by applicable disability laws in the Leased premises to accommodate lessee's physical or mental disability as provided by applicable disability laws. Lessee will first submit to Lessor written documentation from a licensed health care professional confirming Lessee's disability. Lessee will make sure that said Service animal does not disturb the quiet enjoyment of other tenants. Lessee shall be liable for any damage caused by the Service Animal to the Leased premises.

13. That should Lessee falsify any information contained on the Personal Information Sheet, which is attached to this lease and made a part hereof by reference, then Lessor shall have the right to declare this lease null and void and to terminate the tenancy hereunder. This lease is contingent upon Lessor's acceptance of a satisfactory Personal Information Sheet. A copy of Lessee's Driver's License and Student ID must be given to Lessor, international students must provide a copy of their passport/visa.

14. The acceptance of rent after it falls due, or after knowledge of any breach hereof by Lessee, or the giving of any notice or making any demand, whether according to any statutory provision or not, or any other act or waiver other than written waiver shall not be construed as a waiver of Lessor's right to act without notice or demand or of any other right hereby given to Lessor, or as an election not to proceed under the provisions of this lease. The rights and remedies of Lessor under this lease are cumulative, and the use of one or more thereof shall not exclude or waive the right to the of any other remedy.

15. That should the leased premises be vacated during the term of this lease by the Lessee, the Lessor may take immediate possession thereof for the remainder of the term. Recovery of the premises by Lessor, for any reason shall not relieve Lessee(s) of any obligation hereunder, and Lessor may let the premises to others upon such terms as he deems proper, and recover from Lessee sums due hereunder, less any amounts received from others for the use of the premises, for the remaining term hereof, after paying expenses.

16. All covenants and agreements of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of the Lessor and Lessee.

17. The words "Lessor" and "Lessee" used herein shall include the plural thereof and the necessary changes required to make the provisions hereof apply to corporations or men or women shall be construed as is made. The liability of Lessees hereunder is joint and severable.

18. FURNISHINGS INCLUDE: Refrigerator, range(stove), microwave, 1 couch, 1 stuffed chair, 2 end table,
 1 coffee table 2 lamp dresser, full size bed, and 1 dinette table and chairs, desk and chairs

Dishwasher

19. Each Lessee, by initialing below, acknowledges that Lessor has provided him/her with a copy of the pamphlet "Protect Your Family From Lead in Your Home" (also available at <http://www.epa.gov/oppt/lead/pubs/leadpdf.pdf>.) (901 W Springfield bldg)

20. Each Lessee acknowledges that Lessor has provided him/her with a copy or summary of the City of Urbana Code pertaining to Landlord-Tenant relationships.

21. The parties understand and agree that the provisions of this lease providing for various fees and charges are the notice of charges required, if at all, under Sec. 12.5-14 of the City of Urbana Code pertaining to Landlord-Tenant Relationships.

22. Lessees hereby designate **(NAME)** _____ as their agent to receive all refunds of damage deposit upon termination of this lease. Any change of designated agent to receive funds must be in writing by all lessee's.

23. Lessor hereby notifies Lessee that Lessor elects not to renew this lease at the expiration of its term. Nothing herein shall be deemed to prevent the parties from mutually agreeing, in writing, to the amendment of this paragraph.

24. Lessee's absence from the premises for five or more consecutive days with rent being unpaid shall be deemed an abandonment of the premises by Lessee. Upon abandonment by Lessee, Lessor shall have the right to re-enter the premises and act as lessee's agent to take possession thereof and to remove and dispose of any property therein located. Lessor shall not dispose of such property without first mailing to Lessee 30 day's written notice addressed to Lessee's last address known to Lessor. In the event Lessee fails to claim such property and pay for storage of same within such 30 day period, Lessor may dispose of such property as abandoned property.

25. Lessee agrees to comply with Lessors reasonable rules. A copy of the current rules is attached to this lease as **Schedule A.**

26. Lessor agrees to maintain the premises in accordance with all applicable codes and further agrees to promptly perform all needed repairs to the premises, appliances and furnishings, at lessor's sole expense, except damage resulting from Lessee's negligence.

27. Lessor shall provide monthly pest control services.

28. **No smoking allowed.** Lessee acknowledges that this building is a non-smoking unit and that smoking is prohibited at all times in all apartments and all common areas, including but not limited to hallways, stairwells, parking garages, courtyards and adjoining grounds. Lessees found smoking and/or lessees' guest in such prohibited areas are in violation of this lease and the lessee subject to eviction.

IN WITNESS WHEREOF, the parties have executed this lease agreement on the day and year first above written.

LESSEE:

LESSOR: BAILEY APARTMENTS
911 W. Springfield
Apt. 1
Urbana, IL 61801
(217) 344-3008

SIGN YOUR NAME HERE:

X _____

X _____

X _____

X _____

By: _____
(For Office use only)