



FARON PROPERTIES
& M J PART N E R S

LEASE AGREEMENT

711 South Randolph Street • Champaign, Illinois 61820
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Lessor and Lessee as hereinafter identified hereby enter into a lease agreement for the following described premises upon the terms and conditions as provided for herein:

DESCRIPTION OF LEASED PREMISES:

ADDRESS:

LESSOR: Faron Properties & MJ Partners
711 South Randolph Street
Champaign, IL 61820

LESSEE (S):

LEASE TERM: _____ **TO** _____

TOTAL MONTHS/YEARS: _____

RENTAL PAYMENTS: Lessee shall pay the sum of \$ _____ rent for premises, and shall be paid as follows:

Amount: _____ Day: _____ Month: _____ Year: _____

and then Lessee will pay _____ on the first day

of each succeeding month of the lease term, until the entire amount _____ is paid in full.

LESSOR AND LESSEE FURTHER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

- 1) **OCCUPANCY:** The premises identified shall be occupied and used by Lessee for residential purposes only, and be occupied by no more than _____ person(s). This lease may not be assigned and nor any portion of the premises sublet by Lessee without the prior written consent of Lessor. In the event that there is more than one Lessee on this lease, all of the Lessees will be held jointly and severally liable for all monies that may become due and owing under the lease.
- 2) **UTILITIES:** Lessor pays for _____.
- 3) **PAYMENTS:** All payments provided for herein shall be made to Lessor at 711 South Randolph Street, Champaign, Illinois 61820, or directly to such other place as the Lessor may have in writing.
- 4) **DEPOSIT:** A security deposit in the amount of _____ shall be paid to Lessor prior to the occupancy and possession by Lessee to guarantee the performance of the terms of this lease by Lessee, it being expressly understood and agreed between Lessor and Lessee that this deposit will be returned, less any deductions or adjustments permitted herein, to Lessee within thirty (30) days after Lessee vacates the premises. The amount of the security deposit to be returned shall be decreased in the amount of any damage to the premises that occurred during the term of the lease, excepting fair and reasonable wear and usage. Unpaid utility bills shall be damages in the amount owed. Default in performance in any of the terms of this lease shall also be construed to be damages. It is expressly agreed between Lessee and Lessor that this security deposit

shall in no way restrict Lessor in any and all other remedies that Lessor may have in terms of this agreement or under the law to recover damages against Lessee for any breach or default in the terms of this lease, and that the damaged items stated herein shall not be construed to in any way limit other damage claims. The security deposit shall not be used as payment of rent for any month of the lease term.

- 5) **ACCESS:** Lessee agrees to allow Lessor free access to the premises hereby leased for the purpose of examining or exhibiting the same or to make repairs or alteration which Lessor may see fit to make.
- 6) **DEFAULT:** In the event of a default or breach by Lessee in any of the terms of this lease, Lessor may, at Lessor's option, terminate this lease upon giving **five (5)** days written notice to Lessee delivered to the premises, addressed to the Lessee, notifying Lessee of Lessee's default in the terms of this lease, and after **five (5)** days of such notice delivered to premises, Lessor or his legal agents or representatives, shall have the lawful right to enter into and upon said premises, or any part thereof, with process of law, to re-enter and repossess the same, and to take possession of any personal property located therein for security on rent or damages that may be due, and **thirty (30)** days after such repossession, Lessor may sell or otherwise dispose of any and all such personal property left in or on the premises and use the proceeds therefrom to offset damages to Lessor by reason of any breach in the terms of this lease by Lessee. Lessor's election to terminate Lessee's possession of said premises shall not release Lessee from liability for all rent that becomes due and owing under the lease.
- 7) **VACATED:** In the event that the leased premises shall be vacated during the said lease term by Lessee, Lessor may take immediate possession thereof for the remainder of the term and in Lessor's discretion relet the same and apply the proceeds received against the amounts due for Lessee, the Lessee to remain liable for the unpaid balance of the rent not recovered by subletting and for the payment of reasonable expenses incurred in such subletting by Lessor.
- 8) **UNTENANTABLE:** In the event that the leased premises shall be rendered untenable by fire or other casualty, Lessor may, at Lessor's option terminate this lease or repair said premises within thirty (30) days and failing to do so, or upon destruction of said premises by fire or other casualty, the term of this lease shall cease and terminate at no further liability to Lessor or to Lessee. If the Lessor repairs the premises within thirty (30) days, then the rent shall be abated for the period of time when the premises are untenable.
- 9) **ALTERATIONS:** Lessee shall not alter or reconstruct improvements on the premises without prior written consent of Lessor and shall not contract for repairs to the premises or its equipment, fixtures, and furnishings without prior written consent of Lessor except in the case of emergency and in such case the Lessee will give Lessor immediate notice thereof.
- 10) **MORTGAGE:** It is mutually agreed between the parties, that this lease is made subject to the terms of all mortgages now or hereafter placed upon the leased premises.
- 11) **LATE PAYMENTS:** A late payment fee of **\$25.00** will result if the rent is not received by the sixth day of each month. Rent shall be considered paid on the date actually received at 711 South Randolph Street, Champaign, IL 61820.
- 12) **PERSONAL PROPERTY:** Lessee acknowledges that the leasehold contains various items of personal property belonging to Lessor, and Lessee acknowledges that such property was in good working order at the time this lease was executed and covenants that said property will be returned at the termination of this lease in similar working condition, fair and reasonable wear and tear expected. The property delivered for the use of Lessee, during the term of this lease, includes the following:
 1. Stove
 2. Refrigerator
 3. Window A/C, Wall A/C or Central A/C
- 13) **WRITTEN AGREEMENT:** Lessee herein agrees that no representations, promises, or other inducements have been made to them by the Lessor or by the Lessor's agents other than the terms and conditions as set forth in writing in this agreement, and that the terms of this lease shall be binding upon Lessee's heirs, representatives and assigns, and that the term "LESSEE" when used herein shall also be used to mean "LESSEE's" when more than one individual executes this lease agreement, and that each Lessee executing this lease agreement shall be individually, and jointly and severally, responsible for full performance of all the terms hereof.
- 14) **CARE OF PREMISES:** It is understood that the condition of the improvements upon said premises is known to, and the said improvements in their present condition are accepted by the Lessee. At the expiration of this lease period, Lessee shall return same in similar condition, fair and reasonable wear and tear expected. If damage other than reasonable wear occurs to the leased premises or furnishings, Lessee agrees to immediately notify Lessor of the damage or repair required. If the Lessee causes such damage, the cost of such repair is the responsibility of the Lessee.

- 15) **UTILITIES UP KEEP:** Lessee agrees to keep the utilities in his or her name for the duration of the lease. Lessee will take reasonable precautions to avoid the freezing of water pipes in the winter months by leaving the heat on. In the event of your pipes freezing, you may be charged for the repairs and damages.
- 16) **RENTERS INSURANCE:** Lessee understands that Lessor has explained that the insurance covered for the property does not protect the personal property of the Lessee against risk of damage, destruction, or loss resulting from theft, fire, storm and other hazards and casualties. Also, Lessor has explained that it is not responsible or liable for any damage to, destruction of, or loss of any of the Lessee's personal property located or stored upon the premises, regardless of the cause or causes of such damage, destruction, or loss. Additionally, signed between the referenced property and the Lessee. On the last note, Lessee understands that Lessor has strongly recommended that Lessee takes out a renter's insurance policy for time of their residency, and Lessee understands the risks of electing not to do so.
- 17) **ATTORNEY'S FEES:** Lessee shall pay all reasonable Attorneys' fees incurred by Lessor in enforcing this lease.
- 18) **NOTICE OF EVENT OF EMERGENCY:** In the event that it becomes necessary for Lessee to contact Lessor on any item of an emergency or priority nature, the Lessee shall call the following telephone number: **(217) 377-4677**.
- 19) **KEYS:** Should Lessee lose a key, it shall be the responsibility of the Lessee to obtain a Locksmith and pay the charge in connection therewith. On termination of this ____ key to the apartment door, ____ Security Door, ____ key to the laundry room and _____key to mailbox shall be returned.
- 20) **MISCELLANEOUS PROVISIONS:**
- A. During the term of this lease, Lessee shall not be permitted to either **temporarily own or care** for any **animals or pets** upon the premises.
 - B. A **\$25.00** service fee will be charged for any returned checks.
 - C. There will be a **\$50.00** transfer fee on an approved sublet.
 - D. Lessee(s) shall use only designated parking spaces provided. **Assigned Parking Space** – _____
 - E. Lessee is **responsible** for maintaining the premises free of pests and shall pay for any desired pest control services.
 - F. On termination of lease, all premises stated herein shall be returned in clean condition. Lessee understands that the Lessor will professionally clean carpets at the end of the lease, at the rate of **\$70.00 (1BR) \$80.00 (2BR) (if Carpet) \$95.00 (3BR) \$0.00 (if Hardwood)** and deduct this amount from the security deposit.
 - G. If apartment/residence contains a disposal, resident is **responsible** for disposal repair due to **foreign objects** clogging mechanism.
 - H. **Other:**
 - I. A minimum of **\$50.00** will be charged if a representative of Faron Properties & MJ Partners is requested to unlock resident(s) apartment.
 - J. Resident will vacate premises no later than **5 pm** on the day the lease expires. Failure to comply will result in a **\$100.00** charge for every 24-hour period that elapses after this time.
 - K. Apartment Condition Form needs to be completed with **One (1) week** of starting date of the lease. Otherwise, form will be placed in apartment's file noting resident has accepted apartment in acceptable state.
 - L. The tenant shall not engage in any **conduct**, which creates a nuisance to his/her, neighbors. Specifically after 12:AM Friday & Saturday and after 10:PM Sunday through Thursday. It is agreed that there will be no parties, stereo or loud conversation/noise that could be heard in the commons or adjacent apartments. If behavior were to continue after warning, this could lead to termination of your lease.
 - M. There shall be no criminal conduct on premises whether by the tenant or anyone coming onto the premises with the consent/permission of the tenant. If this were to accrue, your lease could be terminated.

MOVE-OUT PROCEDURES

This schedule shall become a permanent part of the lease

Below are move-out procedures for all tenants vacating an apartment:

1. Your apartment must be cleaned as specified below:
 - Refrigerator emptied, cleaned, and freezer defrosted
 - Stove top, oven, and range hood cleaned with degreaser
 - Floors washed; carpets vacuumed (**see lease #18F for carpet cleaning**)
 - Kitchen and bathroom cabinets emptied and washed
 - Bathroom stool, sink, tub, and shower cleaned and disinfected
 - Walls cleared of all pictures, posters, tacks, adhesive, etc.
 - Closets and furnace room cleared of all belongings
 - All trash picked up and deposited in dumpster.
2. If the property is left without adequate cleaning as specified above, charges will be assessed against security deposit at no less than **\$20** per hour.
3. Damages to interior (wall, doors, carpet, windows, counters, appliances, etc.) will be charged according to the actual cost of repair including **LABOR AND COST OF MATERIALS**.
4. If painting is required due to tenant neglect or conditions beyond normal wear and tear, cost will be assessed at no less than **\$30 per hour plus cost of materials**.
5. Do not turn off the furnace (**leave at 55**); turn off air conditioner.
6. Call the appropriate utility company to have service taken out of your name (i.e., Illinois Power, Illinois-American Water, CIPS) for the day after your lease ends. **Do not have the utilities turned off!**
7. Return all keys to the office at the time you vacate the property. There will be a flat fee charge of **\$30 if all the keys are not returned at your time of check out**. If no keys for a given lock are returned on the last day of the lease, you will be charged for the actual cost of labor and materials for the replacement of the lock (**approximately \$100.00.**)
8. Leave a forwarding address on an index card so the Security Deposit (**minus any damage charges**) can be mailed to you within 30 days.
9. **Move-out must be completed by 5:00 PM ON THE LAST DAY OF YOUR LEASE. All personal items must be removed and keys returned for check-out to be complete. Late move-out results in a charge of \$100 each day.**

WITNESS our signatures and execution of this Lease Agreement on the date first above written and acknowledge receipt of attached "Move-out Procedures."

LESSOR:

PRINT NAME

SIGNATURE

DATE

LESSEE(S):

1) _____
PRINT NAME

SIGNATURE

DATE

2) _____
PRINT NAME

SIGNATURE

DATE

3) _____
PRINT NAME

SIGNATURE

DATE