

The Housing at Lincoln Trail
By: Statesmen Rentals, LLC.
(618)553-9487
Lease Contract

ALL PAYMENTS ARE TO BE MADE TO:

Statesmen Rentals, LLC.
13595 E. 1150th Ave., #15
Robinson, IL. 62454

Date of Lease Contract: _____

Moving In – General Information

1. PARTIES

This agreement is made between Statesmen Rentals, LLC., hereinafter referred to as AGENT or LESSOR and _____, LESSEE.

LESSOR = Statesmen Rentals, LLC.

AGENT = Statesmen Rentals, LLC.

LESSEE = Resident

Guarantor = Resident's Parent/Legal Guardian

2. PREMISES

Agent agrees to lease LESSEE the premises known as The Housing at Lincoln Trail, Robinson, IL 62454 at any of the following addresses

- A. 13595 E. 1150th Ave.
- B. 13631 E. 1150th Ave.
- C. 401 W. Main
- D. 404 W. Main
- E. 406 W. Main
- F. 402 S. Franklin
- G. 401 E. Walnut
- H. 303 N. Jefferson

3. TERM OF LEASE

This 11 month lease shall be for a term of 2 semesters, beginning on the 1 day of July, 2020 and terminating without notice on the 30 day of May, 2021. LESSEE may not move in more than 3 days prior to the first day of classes for Fall Semesters, which shall be determined by the date of LTC orientation, and agree to move out no more than 48 hours following completion of classes in Spring Semester. LESSEE agrees that any stay outside of this time must be approved by LESSOR in writing. LESSEE agree that LESSOR may attempt to re-let the unit if all amounts have not been paid by the possession date and LESSEE will remain liable for all future and past payments not made.

4. SERVICE FEE/DEPOSIT

In addition to the payments set forth herein for rent LESSEE shall pay a **Refundable Service Fee/Deposit** to LESSOR of **\$375.00** which must be paid in order to secure residency. This fee is required for use of facilities, administration fees, cleaning fees and service/maintenance-related functions associated with this Lease. This fee in no way releases LESSEE from the obligation of leaving LESSEE's apartment in a good and clean condition, reasonable use and wear expected. The Refundable Service Fee/Deposit may be refunded to LESSEE, in full, following LESSEE vacating the premises, minus any amounts payable to LESSOR for a) unpaid rent; b) cleaning costs; c) key replacement costs; d) cost for repair of any damages to the premises and/or common areas outside of normal wear and tear; and e) any other amount to which LESSOR is entitled pursuant to the terms of this Agreement or under the laws of the State of Illinois. LESSEE shall not be entitled to any refund amount if any of the following has occurred during LESSEE'S occupancy: a) payment of any rent payment more than five (5) days after the date upon which it is due; b) any smoking by anyone inside the unit; c) failing to comply with the requirements of Move Out Notice, Semester Inspection and/or Move-Out Inspection, as required by Paragraphs 26 and 28 below; d) other improper checkout procedure and/or failure to checkout; and/or e) tampering with or removal of fire alarms or other emergency equipment or systems, or any other violation within this lease agreement. **THE REFUNDABLE SERVICE FEE/DEPOSIT DOES NOT RELIEVE LESSEE FROM THE DUTY OR OBLIGATION TO PAY FOR ANY NECESSARY REPAIRS OR REPLACEMENT OF ANY DAMAGE CAUSED TO THE UNIT, COMMON AREAS, FURNITURE, EQUIPMENT, OR ANY OTHER DAMAGES CAUSED BY LESSEE AND/OR ANY OF LESSEE'S INVITEES OR GUESTS.**

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5. RENT (OPTIONS AND PENALTIES LISTED).

The total rent under the terms of this Lease shall be \$3,750.00. Said amount shall be due and payable in full upon move in, and shall not be discounted or pro-rated should LESSEE abandon or move from the premises prior to the termination date hereof. The options for payment of the full amount are as follows:

- A. LESSEE agrees to pay \$3,650.00 total rent in a single payment at the time of move in. LESSEE shall receive a \$100.00 discount from the total rent for making payment under this option.
- B. LESSEE agrees to pay \$3,700.00 in 2 payments of \$1850.00 due by the first day of classes of each semester _____INT. LESSEE shall receive a \$50.00 discount from the total rent for making payment under this option.
- C. LESSEE agrees to pay \$3,750.00 in 10 payments due on the first of each month _____INT.
- D. LESSEE agrees to pay \$1875.00 on the day that Grant money and/or Student Loans are disbursed by LTC. In order to qualify for this payment option, Student must provide a certified copy of the Pell Grant Release Form from LTC Admission. Failure to provide said form shall be cause to reject LESSEE from this option. Additionally, by providing such form, LESSEE guarantees that LESSEE will properly complete and file all required forms seeking financial assistance, and LESSEE hereby allows LESSOR to make inquiries to LTC regarding the status of submission of such forms. Failure to properly complete such forms, or to file such forms by the submission deadline will be considered a breach of this Lease Contract, and will be cause for immediate eviction of LESSEE from the property. Eviction for LESSEE's failure to abide by the terms of this Paragraph D shall not be considered a termination of this Lease Contract, and shall not serve to reduce the amount owed by LESSEE to LESSOR under the terms of this Lease Contract. 2nd Semester lease will be determined by 1st semester payment being paid in full. Student agrees to show proof of Grant and/or Student Loan within the first month after the start of the semester. At the request of LESSOR, LESSEE shall execute a Promissory Note, along with a Guarantor, to guarantee payment under this Paragraph D. _____INT.
- E. A late charge of 10% plus \$2.00 per day will be charged for payments not received in office of the AGENT 5 days after due date. Failure to pay within 5 days of the due date shall be considered a breach of this Lease Contract, and all further payments will be accelerated and become immediately due and owing.
- F. LESSEE will pay a fee of 10% of check amount for all returned checks, plus initial and daily late charges until AGENT receives acceptable payment.
- G. If LESSEE fails to pay rent on time, LESSEE will be in default and all remedies under state law and under this Lease Contract will be authorized. Using monthly payment option no more than one month in default will be allowed. At start of second month the LESSEE will be considered in default and removal of person and belongings from property will take place. May's payment is due on April 1st.
- H. Withdrawal or dismissal from Lincoln Trail College shall not terminate the obligation of LESSEE hereunder and LESSEE shall be liable for the aforesaid rent unless said space is leased for a like sum to another resident by AGENT.
- I. CREDIT CARD PAYMENTS. Credit Card Payments for rent are accepted through LTC and can be processed through LTC at no additional charge. Credit Card Payments made pursuant to Paragraphs A or B above shall also qualify for the discounts thereunder.

6. KEYS

LESSEE will be provided with (1) apartment key, (1) bedroom key and (1) shared mailbox key.

7. UTILITIES

LESSOR shall provide the following utilities: Electric, Internet, Trash removal, Portable Water and Sanitary Sewage wastewater handling. **Internet is provided but not guaranteed in case of outage, etc.**

LESSEE is responsible for any excess overage of any utility bills due to negligence or willful misconduct.

Total Utility Cap per Lessee: \$35.00 per lessee

Utility Conservation Caps: In order to promote responsible use of and conservation of utilities, lessor has placed caps on lessor's obligation to pay for certain utilities as listed above per lessee within each unit. If lessee's pro rata share of actual charges for utilities in the unit exceeds the monthly utility cap for the lessee as referenced above, lessee shall be responsible for paying such excess amount.

Utilities and Expenses: Any charges in excess of the utility caps may be billed on a monthly or quarterly basis, at the lessor's sole discretion as additional rent to the lessee.

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8. INSURANCE

- a. LESSOR's insurance does not cover the loss of or damage to LESSEE's personal property. LESSEE is strongly recommended to acquire their own rental or liability insurance
- b. LESSOR shall not be liable for any loss or damage to LESSEE's personal property caused by fire, theft, actions or omissions of other LESSEE or OCCUPANTS, failure to maintain plumbing, water, gas, steam or other pipes or toilets on the premises.
- c. 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.

Special Provisions and "What-if" Clauses

9. SPECIAL PROVISIONS

The following or attached special provisions and any addenda or written rules furnished to LESSEE at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

10. UNLAWFUL MOVE-OUT; RELETTING CHARGE

LESSEE will be liable for a re-letting fee of \$100.00 if LESSEE:

- (1) Fail to move-in, or fail to give written move-out notice as required in paragraph 27
- (2) Move out without paying rent in full for the entire Lease Contract term.
- (3) Move out at LESSOR's demand due to LESSEE's default.
- (4) Are judicially evicted.

The re-letting charge is not a cancellation fee and does not release LESSEE from LESSEE's obligations under this Lease Contract.

Not a Release. The re-letting charge is not a cancellation fee or a buyout fee. It is a liquidated amount covering only part of LESSOR's damages; that is LESSOR's time, effort and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain – particularly those related to make ready, inconvenience, paperwork, advertising, showing apartment, overhead, marketing costs, etc. LESSEE agrees that the re-letting charge is a reasonable estimate of such damages and that the charge is due whether or not LESSOR's re-letting attempts succeed. The re-letting charge does not release LESSEE from continued liability for: future or past-due rent; charges for cleaning, repairing, unreturned keys or other sums due.

11. DAMAGES AND REIMBURSEMENT

LESSEE must promptly pay or reimburse LESSOR for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the apartment community due to: a violation of the Lease Contract or rules; improper use; negligence; other conduct by LESSEE or LESSEE's invitees, guests or occupants; or any other cause not due to LESSOR's negligence or fault. LESSEE will indemnify and hold LESSOR harmless from all liability arising from the conduct of LESSEE, LESSEE's invitees, guests, or occupants. Unless the damage or wastewater stoppage is due to LESSOR's negligence, LESSOR is not liable for--and LESSEE must pay for--repairs, replacements and damage to the following if occurring during the Lease Contract term: (1) damage to doors, windows or screens; (2) damage from windows or doors left open; (3) damage from wastewater stoppages caused by improper objects in lines serving your apartment. LESSOR may require payment at any time, including advance payment of repairs for which you are liable.

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12. PROPERTY LEFT IN APARTMENT

- a. LESSOR or law officers may remove or store all property remaining in the apartment or in common areas (including any vehicles LESSEE or any occupant or guest owns or uses) if LESSEE is judicially evicted or if LESSEE surrenders or abandons the apartment.
- b. LESSOR may, but has no duty to, store property removed after judicial eviction, surrender or abandonment of the apartment by LESSEE.
- c. LESSOR may throw away or give to a charitable organization all items of personal property that are: (1) left in the apartment after surrender or abandonment; or (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.

13. LEASE CONTRACT CHANGES

No Lease Contract changes are allowed before the initial Lease Contract term expires, except for changes allowed by any special provisions in paragraph 10, by written addendum or amendment signed by LESSEE and LESSOR, or by reasonable changes of apartment rules allowed under paragraph 16.

14. DISCLOSURE RIGHTS

If someone requests information on LESSEE or LESSEE's rental history for law-enforcement, governmental or business purposes, LESSOR may provide it. At LESSOR's request, any utility provider may furnish LESSOR information about pending or actual connections or disconnections of utility service to LESSEE's apartment.

While You're Living in the Apartment

15. COMMUNITY POLICIES OR RULES

- a. LESSEE and all LESSEE's guests must comply with any written apartment rules and community policies, including instructions for care of LESSOR's property.
- b. LESSOR's rules are considered part of this Lease Contract.
- c. LESSOR may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.
- d. **Quiet Hours.** Reduced noise level times are as follows: Sunday - Thursday 10:30 pm - 8:00 am, and Friday - Saturday 12:30 am - 8:00 am. First violation of this rule on the part of LESSEE or LESSEE's guest is a verbal warning. Second violation of this rule on the part of LESSEE or LESSEE's guest is a written warning. Third violation of this rule by LESSEE or LESSEE's guest could result in non-renewal of lease and/or loss of deposit, and/or immediate eviction at the discretion of the LESSOR.
- e. **Room Changes.** Requests for room changes are not automatic and must be approved by Housing. Moving without permission will result in your return to the original room and loss of deposit.
- f. **Room Furniture.** Furniture is to stay in the room it is in, unless approved by Housing.
- g. **Littering.** In order to promote a safe healthy living environment, littering is prohibited. Any student caught littering will result in the following sanctions: First violation of littering on the part of LESSEE or LESSEE's guest is a \$35.00 fine and written warning. Second violation of littering on the part of LESSEE or LESSEE's guest is a \$75.00 and written warning. Third violation or littering on the part of LESSEE or LESSEE's guest will result in loss of deposit and eviction.
- h. **Trash.** A dumpster is located outside each residence. LESSEE and LESSEE's guest CANNOT leave trash from the room outside the door of your room or in the hallway. Trash must be taken to the dumpster. Violation of this on behalf of LESSEE or LESSEE's guest will result in a written warning and \$25.00 each offense.
- i. **Vehicle Registration.** All LESSEES with vehicles are required to complete a vehicle registration form. The vehicle permit must be displayed at all times while your vehicle is on Statesmen Rentals, LLC grounds.
- j. No drug paraphernalia is permitted on Statesmen Rentals grounds. If violated, this is cause for immediate eviction.
- k. LESSEE by signing this agreement acknowledges that LESSEE has read, understands, and agrees to the terms of the Community Policies or Rules and will abide by same including payment of any fines assessed and forfeiture of deposit.

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16. LIMITATIONS OF CONDUCT

- a. Passageways may be used only for entry and exit.
- b. Any storage rooms, laundry rooms and similar areas must be used with care in accordance with apartment rules and posted signs.
- c. LESSEE and LESSEE's guest may not anywhere in the apartment community: use candles or use kerosene lamps or heaters without prior written approval, cook outside; or solicit business or contributions.
- d. LESSEE may not use tobacco products in or within 15 feet of the building.
- e. LESSOR may exclude from the apartment community guests or others who, in LESSOR's judgment, have been violating the law, violating this Lease Contract, or disturbing other residents, neighbors, visitors, or owner representatives. LESSOR may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident of the community.
- f. LESSEE will notify LESSOR within 15 days if LESSEE or any occupants are convicted of a felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. LESSEE also agrees to notify LESSOR within 15 days if LESSEE or any other occupants register as a sex offender in any state. Informing LESSOR of criminal convictions or sex offender registry does not waive and rights LESSOR has against the LESSEE.

17. PROHIBITED CONDUCT

- a. LESSEE and occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner, disturbing or threatening the rights, comfort, health, safety or convenience of others (including LESSOR's agents and employees) in or near the apartment community; disrupting LESSOR's business operations; manufacturing, delivering or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence, possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets with gas appliances, tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or using windows for entry or exit.
- b. The LESSOR recognizes the importance of a housing environment that is free of substance abuse. The housing environment includes residents, employees, and other persons visiting the Statesmen Rentals, LLC. Housing property. Substance abuse is defined as the unauthorized possession, sale, transfer, purchase or use of alcohol, unlawful narcotics, cannabis, or any other controlled substance. Substance abuse within the housing community is prohibited.

18. ENTRY

- a. The LESSEE agrees that at reasonable times prior to the termination of this Lease Contract, the LESSOR or its AGENT may enter the premises for the purpose of inspection, cleaning, remodeling, repairs, to show premise to prospective new tenants or to facilitate services or notices herein. Repairs by LESSOR shall be made within a reasonable time.
- b. Lockout: a \$25 service charge will be assessed to LESSEE if LESSOR is required to open leasehold premises at the request of LESSEE or governmental authorities.

19. PARKING

- A. LESSOR may regulate the time, manner, and place of parking all cars, trucks, motorcycles and bicycles. Motorcycles or motorized bikes may not be parked inside an apartment, on sidewalks or in handicapped spaces.
- B. LESSOR may have unauthorized or illegally parked vehicles towed according to state law at the owner's expense at any time if it:
 - (1) Has a flat tire or is otherwise inoperable
 - (2) Is on jacks, blocks or has wheels missing
 - (3) Takes up more than one parking space
 - (4) Belongs to a resident who has surrendered or abandoned the apartment
 - (5) Is in a handicap space without legally required handicap insignia
 - (6) Blocks another vehicle from exiting
 - (7) Is on the grass or sidewalk, or
 - (8) Blocks garbage trucks from access to dumpster

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20. RESIDENT SAFETY AND LOSS

- a. LESSEE and all occupants and guests must exercise due care for LESSEE's own and others' safety and security, especially in the use of smoke and other detection devices, door and window locks and other safety and security devices. LESSEE agrees to make every effort to follow the Security Guidelines found on page 5. Window screens are not for security or keeping people from falling out.
- b. **Detection Devices.** LESSOR will furnish smoke or other detection devices and LESSOR will test and provide working batteries when LESSEE first takes possession. After that, LESSEE must pay for and replace batteries as needed. LESSOR may replace dead or missing batteries at LESSEE's expense, without prior notice to LESSEE. *If LESSEE damages or disables the smoke detector or removes a battery without replacing it with a working battery, LESSEE may be liable to LESSOR under 425 ILCS 60/ of the ILCS for \$100 plus actual damages and attorney's fees.*
- c. **Loss.** LESSOR is not responsible to any resident, guest or occupant for personal injury or damage, loss of personal property, or business or personal income from any cause, including, but not limited to fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, pipe leaks, theft, negligent or intentional acts of residents, occupants or guests, or vandalism unless otherwise required by law. If property is rendered unlivable due to fire or other causes, LESSOR shall not be obligated to provide housing for LESSEE. In such event, LESSOR shall return any un-accrued rent.
- d. **Crime or Emergency.** Dial 911 or call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. LESSEE should then contact LESSOR. **In the event the Robinson Township Fire Department is called** to the rental unit for a "non-emergency," the tenant shall pay to landlord within seven days a fee in the amount of \$100.00 to reimburse landlord for the fee imposed by the Robinson Township Fire Department. Tenant acknowledges that it is the policy of landlord, if the tenant receives three written warnings from the landlord for violation of the provisions of the lease, landlord will exercise its right to evict tenant and tenant shall be sent an eviction notice.

21. CONDITION OF THE PREMISES AND ALTERATIONS

- A. LESSEE accepts the apartment, fixtures and furniture as is except for conditions materially affecting the health or safety of ordinary persons. LESSOR disclaims all implied warranties.
- B. LESSEE must use customary diligence in maintaining the apartment and not damaging or littering the common areas. LESSEE may not do any repairs, painting, carpeting, electrical changes, or otherwise alter the property. No holes, sticky tack, tape or stickers are allowed inside or outside the apartment. No water furniture is allowed.
- C. LESSEE agrees not to alter, damage, or remove LESSOR property. Upon move in, LESSOR will supply light bulbs for fixtures, including interior and exterior fixtures. After that, LESSEE will replace them at LESSEE's expense with bulbs of the same type and wattage.
- D. Statesmen Rentals, LLC. is committed to the principles of fair housing. In accordance with fair housing laws, LESSOR will make reasonable accommodations to our rules, policies, practices or services, and/or will allow reasonable modifications under such laws to give persons with disabilities access to and use of this apartment community.

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22. ANIMALS

- A. No animals (including Mammals, reptiles, birds, fish, rodents, amphibians, arachnids and insects) are allowed, even temporarily, anywhere in the apartment or apartment community. LESSEE must not feed stray or wild animals.
- B. If LESSEE or any guest or occupant violates animal restrictions (with or without LESSEE knowledge), LESSEE will be subject to loss of deposit, charges, damages, evictions and/or other remedies provided in this lease contract. If an animal has been in the apartment at any time during the term of your occupancy (with or without LESSEE consent) LESSEE will be charged for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience and overhead (except for attorney's fees and litigation) in enforcing animal restrictions and rules
- C. LESSOR may remove an unauthorized animal. LESSOR may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, LESSOR will not be liable for loss, harm, sickness or death of the animal. LESSEE must pay for the animal's reasonable care and kenneling charges.
- D. If LESSEE violates the animal restrictions, LESSEE will pay an initial charge of \$100.00 per animal and a daily charge of \$10.00 per animal from the date the animal was brought into the apartment until it is finally removed. LESSOR also has all other remedies for such a violation.

23. NOTICES

Any legal notice or demand may be served by tendering it to any person seventeen 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; or by posting it upon the door or leased premises if no authorized person under the lease is in possession of the unit.

24. ATTORNEY FEES & COLLECTION

If LESSEE violates any covenant, term or condition of this Lease Contract and the LESSOR employs an attorney or collection agency to pursue and violation or breach of this lease contract, the LESSEE and Guarantor shall be liable for all court and legal costs incurred by the LESSOR. LESSEE and Guarantor agrees to pay either minimum attorney's fees of \$600.00 plus \$175.00 per hour for legal fees in excess of 3 hours, or forty percent (40%) of collection fees, whichever amount is greater. The aforesaid fees shall be due whether or not litigation is commenced by LESSOR. LESSEE and Guarantor agree that the said attorney fees and collection fees are reasonable. The LESSEE and Guarantor agree to allow LESSOR to pursue all legal claims and suits in the Circuit Court of Crawford County, IL 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 Guarantor, if LESSEE's outstanding balance to LESSOR is past due over thirty (30) days.

Security Guidelines for Residents

25. SECURITY GUIDELINES

The LESSOR cares about the resident's safety and that of other occupants and guests. *No security item is a failsafe. The best security measures are the ones LESSEE performs as a matter of common sense and habit.*

Inform all occupants in the apartment about these guidelines. LESSOR recommends that all residents and occupants use common sense and follow crime prevention tips, such as those listed below:

- In case of emergency, call 911. Always report emergencies to authorities first and then contact the management.
- Know your neighbors. Watching out for each other is one of the best defenses of crime.
- Make sure doors and window latches are properly secured at all times.
- Use the deadbolt in your apartment when you are at home.
- Don't put your name or address on your key ring or hide extra keys in obvious places. If you lose a key or have concerns about key safety, we will rekey your locks at your expense.
- Immediately report in writing (dated and signed) to LESSOR any needed repairs of security devices.
- Don't give entry keys to anyone.

There are many other crime prevention tips readily available from police departments and others.

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When Moving Out

26. MOVE OUT NOTICE

Before moving out, LESSEE must give LESSOR representative at least 24 hours advance written notice. LESSEE move out notice will not release LESSEE from liability for the full term of the lease contract. LESSEE will still be liable for the entire lease contract term if LESSEE moves out early. LESSEE has 24 hours after last final exam to vacate premises unless other arrangements have been made with LESSOR and confirmed in writing.

27. CLEANING

- A. LESSEE agrees to thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, countertops, cabinetry and floors.
- B. LESSEE agrees to remove all trash from the apartment weekly. LESSEE agrees to place all trash in the provided dumpster.
- C. If LESSEE does not clean adequately, LESSEE will be liable for a minimum of \$100.00 for reasonable cleaning charges, including charges for cleaning carpets, blinds, furniture, walls, etc. that are soiled beyond normal wear and tear (that is wear or soiling that occurs without negligence, carelessness, accident or abuse).
- D. LESSEE agrees to follow monthly cleaning instructions. LESSEE will be given 24 hours to complete the cleaning of any areas of concern, if LESSEE does not clean adequately, LESSEE will be liable for a minimum of \$100.00 cleaning charges.
- E. LESSEE agrees to follow semester cleaning instructions. LESSEE will be given 24 hours to complete the cleaning of any areas of concern, if LESSEE does not clean adequately, LESSEE will be liable for a minimum of \$100.00 cleaning charges.
- F. LESSEE agrees to follow move-out cleaning instructions. LESSEE will be given 24 hours to complete the cleaning of any areas of concern, if LESSEE does not clean adequately, LESSEE will be liable for a minimum of \$100.00 cleaning charges.

28. SEMESTER INSPECTION and MOVE-OUT INSPECTION

- A. At the end of the First Semester, following LESSEE's final exams, LESSEE must meet with one of LESSOR's representatives for a Semester Inspection.
- B. At the time of the Semester Inspection, the premises, including the common areas and LESSEE's assigned bedroom or living area must be clean and in order, including, but not limited to, having all furniture in an orderly fashion and in the room in which it belongs.
- C. At the end of the Second Semester, LESSEE must meet with one of LESSOR's representatives for a move-out inspection.
- D. At the time of the Move-Out Inspection, the premises, including the common areas and LESSEE's assigned bedroom or living area must be clean and in order, including, but not limited to, having all furniture in an orderly fashion and in the room in which it belongs.
- E. At the time of the Move-Out Inspection, LESSOR's representative will inspect for any damages to the premises, and if any damages are found, LESSEE will be notified as to such damages and shall have the opportunity to dispute such damages at that time in writing. Failure to dispute any damages found during the Move-Out Inspection shall be considered an admission to such damages.
- F. Failure to complete BOTH the Semester Inspection and Move-Out Inspection shall be cause for forfeiture of LESSEE's Inspection Deposit as described in Paragraph 4 above.

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29. OTHER CHARGES

- A. LESSEE will be liable for the following charges, if applicable: unpaid rent, unpaid utility overages, unreimbursed service charges, repairs or damages caused by negligence, carelessness, accident, or abuse including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing detection device batteries at any time; utilities for repairs or cleaning; trips to open the apartment when LESSEE or occupant is missing a key under paragraph 19; unreturned keys; missing or burned out light bulbs; packing, removing and storing property removed or stored under paragraph 13; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; animal related charges under paragraph 23; government fees or fines against us for violation (by LESSEE, LESSEE occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late payment and returned-check charges; a charge for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceedings against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under the lease contract.
- B. LESSEE is liable to LESSOR for: charges for replacing all keys and/or cylinders referenced in paragraph 6 if LESSEE fails to return them on or before your actual move-out date; re-letting fees if you have violated paragraph 11.

30. SURRENDER OR ABANDONMENT

- A. LESSEE has surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys listed in paragraph 5 have been turned in where rent is paid—whichever date occurs first.
- B. LESSEE has abandoned the apartment when all of the following have occurred: (1) everybody appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) LESSEE has been in default of non-payment of rent for 5 consecutive days; and (4) LESSEE has not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned.
- C. Surrender, abandonment, or judicial eviction ends LESSEE's right of possession and entry upon the property for all purposes and gives LESSOR the immediate right to: clean up, make repairs in, and re-let the apartment; and remove property left in the apartment.

Signatures, Originals and Attachments

31. ORIGINALS AND ATTACHMENTS

The items checked below are attached to this lease contract and are binding even if not initialed or signed.

- ☐ Repair or Service Request Form
- ☐ Other _____
- ☐ Other _____

32. BED BUG ADDENDUM

Our goal is to maintain a high quality living environment for our residents. It is important that we work together to prevent the infestation of bed bugs. While the presence of bedbugs is not always related to cleanliness or housekeeping, good housekeeping will help control the problem. This addendum contains important information for you and sets forth responsibilities for both landlord and tenant.

Prior infestation – LESSEE agrees that we are not aware of any current infestation or presence of bedbugs in the apartment. If there was a prior infestation, it has been treated.

Infestation during tenancy – LESSEE must report any pest infestation and/or problems with the leases premises as soon as it is noticed. This includes but is not limited to bedbugs, roaches, ants, carpenter ants, mice or rats. **If bedbugs are discovered LESSEE agrees to vacate premises for 24 hours in order for proper treatment to occur.**

LESSEE agrees that they are not aware of any bedbug infestation or presence in any of your furniture, clothing, or personal property and possession and have fully disclosed to the Landlord of any previous bedbug infestation which you may have experienced.

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Duty to report – LESSEE must report any signs of bedbugs immediately and in writing. Do not wait. Even a few bedbugs can rapidly multiply to create major infestation. When an infestation is caught early, treatment is often much quicker and less disruptive.

LESSEE Cooperation – LESSEE and guest of LESSEE agree to cooperate with the LESSOR in all efforts and course of actions required to erase and control any pest/bedbug infestation. LESSEE's full cooperation shall include but is not limited to; immediately reporting any pest infestation including that of bedbugs to the LESSOR, and permitting any entry to complete any inspections, pre-treatment and treatment to eliminate any pests and or bedbugs. LESSEE understands that evacuating the leased premises during and after treatment for a specified time frame may be necessary. LESSEE will follow all directions and perform any critical actions to comply with all the post treatment requirements to keep the leased premises pest free and minimize any re-infestations.

If during the term of your tenancy bed bugs appear in the leased premises and a pest control professional determines that the bedbugs originated in your unit, LESSEE acknowledges and agrees that all necessary treatments for your apartment and other units that may be affected as a result, as well as any additional costs, expenses and losses will be at the LESSEE's expense.

Indemnification – Under no circumstances shall the LESSOR and or agents of the LESSOR be held responsible for any of the LESSEE's losses, damages or expenses including special, consequential or punitive arising out of a bed bug infestation, inspection or treatment. Additionally, LESSEE agrees to indemnify and hold harmless the LESSOR, its agents and employees from any actions, claims, losses, damages, and expenses, including, but not limited to attorney's fees that the LESSOR may incur as a result of a bedbug infestation, inspection or treatment. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the LESSOR.

Failure to promptly report bedbugs, failure to comply with treatment instructions, or any other violations of any other provisions of this Addendum shall be a violation of the Residential lease agreement. Said violations and breach constitutes grounds for eviction, and/or termination of occupancy, and/or subjects LESSEE to all other damages, costs, legal fees and expenses as stated in your lease and/or this Addendum.

33. GENERAL PROPERTY RULES

Again, our goal is to maintain a high quality living environment for our residents. In order to do so, some general rules must be enforced and followed by all to ensure the comfort and safety of all LESSEES.

LESSEE and guests of LESSEE agree to no smoking or burning of anything inside dorms including, candles, and incense.

LESSEE and guests of LESSEE agree to no vehicles on grass at any time except moving in or out day with required permission.

LESSEE and guests of LESSEE agree to no burning or placing of trash in burn pit. No fire allowed on premises.

LESSEE and guests of LESSEE agree to remove all trash from the apartment weekly and to place all trash in dumpster. Trash is not to be left behind the dumpster or left outside of rooms.

LESSEE agrees to no switching of rooms without housing manager notification.

LESSEE agrees to no changing of locks.

LESSEE agrees to not use nails and/or tacks to hang items on the walls.

LESSEE agrees to not use dartboards of any kind.

LESSEE agrees to not install curtain brackets.

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LESSEE and Guarantor are legally bound by this document.

Please read it carefully.

LESSEE and Guarantor are entitled to receive a copy of this lease contract after it is fully signed.

Keep it in a safe place.

LESSEE and Guarantor hereby acknowledge that he/she has read this lease agreement. LESSEE and Guarantor understand that the rules and regulations may be amended from time to time and are for the purpose of protecting the premises and providing for the safety and well-being of all occupants of the premises and affirms that LESSEE will in all respects comply with the terms and provisions of this lease contract.

LESSEE and Guarantor acknowledge that this lease contract is a legal document and is intended to be enforceable against LESSEE and Guarantor in accordance with its terms and conditions. LESSEE and Guarantor should seek competent legal advice if any portion of this lease contract or related documents is not clear or otherwise understood by LESSEE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

LESSEE'S (STUDENT) SIGNATURE: _____ DATE: _____

LESSEE'S PRINTED NAME: _____

LESSEE'S PERMANENT ADDRESS: _____

LESSEE'S PERMANENT PHONE: _____

LESSEE'S E-MAIL ADDRESS: _____

GUARANTOR'S (PARENT) SIGNATURE: _____ DATE: _____

GUARANTOR'S PRINTED NAME: _____

GUARANTOR'S PERMANENT ADDRESS: _____

GUARANTOR'S PERMANENT PHONE: _____

GUARANTOR'S E-MAIL ADDRESS: _____

LESSOR'S SIGNATURE: _____ DATE: _____

LESSEE Initials: _____