Lease Agreement 313 Stanage

Green Street Realty, an Agent for Landlord, *Prime Housing LLC,* "Landlord", and

_____

_____

"Tenant(s)", agree to the following:

1. **Property:** Landlord agrees to lease to Tenant improvements located at:
313 Stanage, Champaign IL 61820

2. **Term of Lease:** This is a **12-payment lease** beginning on _____ and terminating at 12:00pm Noon on _____.

1st Payment in Lease Due _____ of **$** _____
Last Payment in Lease Due _____ of **$** _____
Total Payments during term of lease = **$** _____
Specials or promotions _____

3. **Rent:** Tenant agrees to pay to Landlord:

Base Rent = **$**_____ per installment with all payments due on the **first** of each month.

Security Deposit = $_____ **- Due at signing** If not paying today I understand it must be paid by _____

4. **Utilities:** **Landlord** shall pay for n/a
Tenant shall pay **trash, lawncare, electric, gas and water – tenant to be billed back for sewer**

Tenant is required to provide Landlord with proof that tenant paid utilities are in name at move in. Keys will not be issued without proof. Utilities must remain in Tenant name through entire term of lease. Any Tenant responsible utilities that Landlord incurs will immediately be billed back to Tenant and to be reimbursed by Tenant to Landlord on demand. _____**Initials**

5. **Liquidated Damages:** It is agreed by the parties that the amount of damage caused to Landlord by late payment of rent, by checks returned to Landlord without payment, and by holding-over after termination of this lease, cannot easily be determined and it is agreed that Tenant, or anyone holding under Tenant lease, will pay to Landlord the following amounts as liquidated damages and not as penalties.

(a) **Late Payments**: If you live in Urbana a late charge of 5% of the balance will be applied to all rent that is not received by 5pm on the 5th of each month. If you live outside of Urbana a $5 per day late charge will be applied to all rent that is not received **by 5pm on the 5th day of each month**.

(b) **Returned Checks**: **$50.00** for each check returned to Landlord without payment.

6. **Payments:** All payments under this agreement shall be made to: (can pay online through your tenant portal – welcome email sent after signing, in person or mail in). If you pay online you can pay with credit card or check, in person you can pay with check or money order only.

Green Street Realty
510 S Neil St.
Champaign, IL 61820

7. **Condition of Premises:** Tenant will examine the property and its furnishings upon move in and complete a move in condition report. Tenant expressly agrees to pay charges for all cleaning which Landlord may deem necessary to restore premises to rentable condition after the termination of Tenant' occupancy. Tenant is responsible for cleaning the apartment at the end of the lease. Tenant will be charged a fee of **$40** for carpet cleaning per carpeted room at the end of the lease. Should unit not be cleaned to the level desired by Landlord, the cost for cleaning/hauling will be deducted for the tenant's security deposit as per damage fee addendum provided in the move in packet. For all expenses not included on the sheet landlord will perform the work and bill accordingly.

Landlord Inspections - Landlord may inspect the property at any time to check for general maintenance issues and document condition of the premises. If Landlord finds that Tenant has damaged the property beyond normal wear and tear, Landlord will make the repairs and charge tenant accordingly. Significant damage could result in lease termination.

8. **Repairs:** Tenant shall be financially responsible for all repairs necessitated during the term of this Lease as a result of Tenant' negligence. **This includes backed up plumbing lines that are a result of tenant negligence, such as putting grease down sink drains or overfilling toilets with toilet tissue or other objects, frozen pipes due to heat being turned off. The Tenant is required to keep the Heat on in the winter months, including any holiday breaks at no less than 60 degrees**. If the Landlord finds that the tenant has turned off heat during the winter months and this has resulted in damage to the building, the Tenant will be full responsible for the repairs. Tenant is responsible for unclogging toilets. Tenant shall not make any repairs or improvements (this includes painting) to the home or apartment but shall notify Landlord who shall arrange for such repairs and then bill Tenant for the reasonable expense incurred thereby. Tenant shall immediately pay to Landlord the reasonable cost of any such repair.

9. **Deposit:** Tenant have deposited with Landlord the sum of **$_____** to be held by the Landlord as security for payment of the rent reserved herein, the cost of repairing any damages to the premises and the furnishings therein which may have occurred during the term of the lease. The refund of any unused portion of said deposit shall be returned within 30 days to one of the tenants on the lease at an address that the tenant provides. **Tenant may not use any portion of the security deposit as payment towards last month of rent**. Should tenant not provide landlord with return address, landlord will return security deposit statement and any funds due to the tenant to the last known address, as outlined in the Illinois Security Deposit Act.

10. **Damage to Tenant's Property:** Landlord shall not be liable for any damage to Tenant's property except for that due to the willful neglect of Landlord. Tenant shall be responsible for the insuring of all personal property.

11. **Destruction of Premises:** If the property is destroyed by fire, the elements, or any other cause, to such an extent that it cannot be repaired within 21 days, then this lease shall terminate on the date of such destruction and all rent shall abate as of the date of such destruction.

If the leased property is damaged by fire, the elements or any other cause so as to be capable of being repaired within 21 days from the date of damage, the Landlord shall have the option to repair the damages and during the time that repairs are being made the Landlord shall remit to the Tenant a just and fair portion of the rent according to the nature of the damage sustained and according to the extent that the Tenant are deprived of the use of the premises.

12. **Landlord's Right of Entry:** Landlord shall be allowed access to the premises, at any reasonable hour for the purpose of examining or exhibiting of same, and for making such repairs or alterations either as Landlord may deem necessary or appropriate or as Tenant may request. Tenants are not allowed to interfere with showings as this is a direct violation of your lease. In the City of Urbana Landlord will give tenants 24 hours notice. While not required in Champaign, Landlord will make reasonable effort to give tenant advance notice and may provide this notice through

phone, email, verbal or posting notice. In cases of emergency repairs or due to complaints, Landlord may have to enter the premises with no formal notice.

13. **Use of Premises:** The premises shall be used by Tenant for residential purposes only and shall be occupied for such use by no more than ___ adults that are on the written lease. Anyone that is residing at the home that is not on the written lease will subject tenant to immediate termination of lease. Landlord also has the right to ban or bar anyone from the premises by use of a No Trespassing Order that will be enforced by the appropriate law enforcement agency. Tenant' lease applies to improvements only except that Tenant shall have reasonable access across the real property. Landlord has right to use and improve all unimproved land provided however that Landlord may not restrict Tenant' access to the leased premises.

14. **Pets:** No pets are allowed on premises without written consent of the owner. Landlord charges a $250 non-refundable pet deposit for tenants approved for pets. There will be a **$250** fine for any pets that are on the premises **without** landlord permission, even on the first offense. This includes pets that are just "visiting" or being temporarily cared for by Tenant. If granted permission a separate pet lease must be executed and all pets must be caged when tenant is not home. _____ **Initials**

Sublet: Tenant agrees not to sublet said apartment OR ANY PART THEREOF without written consent from Green Street. A **$150 subleasing fee** is required prior to approving or preparing the sublease documentation.

15. **Notices:** All notices and demands authorized or required to be given to Tenant may be served upon Tenant in person or by mail addressed to them at the address of the property. There will be a **$15** processing fee charged to the Tenant any time Landlord has to serve tenant with 5-day or 10-day notices. _____ **Initials**

16. **Hold-Over:** A hold over beyond the expiration of the term specified herein shall not operate as an extension of this lease, nor as a renewal of it. Holdover fee of $100 per day will be applied

17. **Attorney Fees:** In the event of default under this agreement, the defaulting party shall pay all reasonable costs, attorney's fees and expenses paid or incurred by the non-defaulting party in enforcing the agreements of this lease.

18. **Default:** If Tenant fails to pay in full any installment of the rent herein reserved within the first 5 days of the month when the installment is due, or if Tenant violate any of the conditions or agreements of this lease, then Tenant shall be in default under this lease. In such event, Landlord shall have the right and option to re-enter and repossess the leased premises and to terminate this lease.

19. **Waiver:** No failure of Landlord to enforce any term of this lease shall be deemed a waiver, and acceptance of a partial payment of rent shall not be deemed a waiver of Landlord's right to the full amount of the rent. Nothing in this lease shall be construed as a waiver of any rights of Landlord under the statute of the State of Illinois pertaining to Forcible Entry and Detainer or Landlord and Tenant.

20. **Abandonment of Premises:** If the property becomes vacant during the term of this lease, and if at the time of the vacancy Tenant are in default in the payment of any installment of rent, then the rent for the entire term shall become at once due and payable and Landlord may proceed to collect rent for said entire premises, with or without process of law, to take possession thereof, to remove any and all property there from and store as required by law, to lease the premises as agent of Tenant, and to apply the proceeds received from such letting toward the payment of Tenant' rent under this lease; such re-entry and re-letting shall not discharge Tenant from liability for rent, nor from any other obligation under the terms of this lease.

21. **Disposition of Property:** Any and all property which may be removed from the premises by Landlord pursuant to the authority of this lease, or of law, to which Tenant are or may be entitled, may be handled, removed and stored by Landlord at Tenant' risk, cost, and expense, provided, however, that Landlord shall use reasonable care and caution to prevent any damage or loss in removing and storing such property. Tenant shall pay to Landlord, upon demand, any and all such reasonable expenses incurred in such removal and all reasonable storage charges against such property so

long as the property shall be in Landlord's possession or under Landlord's control.

Any personal property remaining in the premises after the expiration of the term of this lease or any such property which is not retaken from storage by Tenant within **30** days after Landlord's repossession of the premises shall be conclusively deemed to have been forever abandoned by Tenant and may be sold and otherwise disposed of by Landlord.

22. **Tenant's Conduct:** Neither the Tenant nor their guests shall engage in any activity which interferes with the quiet enjoyment of other Neighbors. Tenant agrees to keep the property clean, quiet and orderly. In the event that Tenant has a pet, Tenant agrees to take all steps necessary, including the removal of the animal, to preserve the cleanliness, tranquility, peace and quiet of the neighborhood. Failure by Tenant to abide by these terms, following written notice by Landlord, shall be grounds for termination of this lease.

Lessee, any members of the Lessee's household, guest or other persons under the Lessee's control, shall not engage in acts of violence or threats of violence.

Drug activity and other legal matters. If tenant **or guest** is engaging in illegal activities in the home, including sale or use of drugs on the premises, Landlord has the right to terminate the lease immediately. This includes criminal charges against the tenant or guest that the landlord may discover through police reports or court record searches.

Additional Rules and Regulations:

A. Sitting on the front stoop, or in the parking lot, playing of music, TV's, or loud noise of any kind inside or outside of unit loud enough to disturb other tenants shall not be permitted at any time.
B. Repairing or washing vehicles, and any other kind of activity in parking lot area, is not permitted. Cars parked in other than assigned spaces will be towed at your expense..
C. Discarding trash of any kind in or around the building is not permitted, including storing trash bags outside hallways or porches. A fine of up to $25 per bag may be charged to tenant for removal.
D. Tenants shall ensure that visitors shall conform to all the conditions of this lease and tenants shall be responsible for the actions of their guests and for any damage, or violations of same, by their visitors.
E. Criminal activity or repeated police calls are cause for lease termination.
F. No smoking in the unit or building. If we find evidence of smoking lessee will receive a warning on first occurrence. A $150 fine per occurrence and possible lease termination could occur on following occasions
G. No grills allowed in apartment complexes, please get approval first in single family homes
H. Nothing but toilet paper may be flushed down the toilet. The cost of toilet repair for other items found in toilet will be billed to the tenant.
I. Nothing but food should be put in the garbage disposal. Tenant will be charged for any repairs needed due to non-food items being run thru disposal.
J. If you have permission to have a pet, you must clean up after your pet and keep your pet on a leash at all times on the property.
K. Security lights are in strategic spots around apartment complexes. If you notice any lights out, please let us know as soon as possible.
L. Pictures and posters may be hung from the walls by nails only. Double-faced tape or adhesive hangers may not be used. When the apartment is vacated lessee will be charged for any repair necessary to return the walls to their original condition.
M. No painting allowed
N. Do not store bikes or belongings in breezeways
O. No flammable materials are allowed in the property
P. No Firearms allowed
Q. Lessor has the right to fine Lessee for excessive noise that results in a police call.
R. Lessee must keep heat set to at least 60 degrees in winter months

23. **Terms:** The terms of this lease agreement shall be binding upon the respective parties regardless of gender or

plural terms.

24. **Keys:** Each tenant occupying the unit will receive one (1) key for the unit. Only one (1) mailbox key will be issued for the unit. If tenant loses a key during the term of the lease, tenant will be billed for the cost of changing the lock and providing new keys. A fee of $**100.00** will be assessed to the tenant for lock changes. Tenant will be charged **$35.00** if the office needs to be called to open the door for a tenant or guest that is locked out of their home during regular business hours and **$45.00** for afterhours lock outs.

25. **Housekeeping:** Tenant is solely responsible for maintaining a safe clean environment in the home. Trash shall only be stored in appropriate containers as per city codes. If landlord finds tenant is storing trash in the unit or any part of the yard, landlord has the right to terminate the lease. Any city fines that are charged to landlord for any tenant or guests poor housekeeping practices will be charged to the tenant. Failure to pay these fines will result in termination of lease.

If Landlord receives a written Notice of Violation from the City for housing code violations that are the Tenants' responsibility, the following schedule of fines will be charged to the tenant for each offense. Typical notices include parking in the yard, unlicensed vehicles on the premises, trash outside of a container or no trash service when required.

1st Offense – Tenant is fined a fee of **$25**, plus costs of landlord to remedy this issue.

2nd Offense - Tenant is fined a fee of $**50**, plus costs of landlord to remedy this issue.

3rd Offense - Tenant is fined a fee of **$100**, plus costs of landlord to remedy this issue. After 3rd Offense, Landlord has the right to begin the termination process. _____ **Initials**

26. **Maintenance Requests:** Tenant is required to contact Landlord anytime there is a maintenance request. Tenants' failure to inform Landlord when there is a maintenance issue with the property can result in termination of a lease and could be responsible for any damage that was not reported in a timely manner. Tenants must make all maintenance requests to the Green Street Realty Office at **217-356-8750 or through their online tenant portal**. **Any maintenance issues that are not reported to our main office phone number or through our maintenance email address will not be processed.** _____ **Initials**

27. **This unit is not furnished**

Dated this _____ day of _____, _____.

LANDLORD OR REPRESENTATIVE: _____

TENANT: _____

_____

_____

_____

Landlord Contact Information:
Green Street Realty
510 S Neil St
Champaign, IL 61820
leasing@greenstrealty.com

Other Important Phone Numbers
Ameren – 800-755-5000 (Gas/Electric Service)
Illinois Water – 217-352-1420 (Water)
Comcast - 217-373-7877 (Cable/Internet Service)

Damage Fee Schedule

Address _____ Unit # _____ Security Deposit _____

Cleaning

	$50	Refrigerator
	$50	Stove Top/Oven
	$25	Drip Pans
	$15	Blinds
	$15	Kitchen Cabinets
	$20	Ceramic Flooring (Per Room)
	$60	Bathroom Cleaning
	$40	Carpets (Mandatory Per Lease – Per Room)
	$30	Vacuum (Entire Unit)
	$9	Window Cleaning (Per Window)
	$18	Fireplace
	$20	Wood Floor (Per Room)

General Repairs

	$14	Stove/Oven Knobs
	$90	Ceramic Tile
	$14	Kitchen/Bath Knobs
	$35	Mirror
	$75	Medicine Cabinet
	$22	Towel Bar
	$125	Tub/Shower Tiles
	$135	Porcelain
	$45	Thermostat
	$195	Hauling – Furniture/Junk/Belongings

Doors

	$65	Forced Door Damage
	$55	Hole in Door
	$100	Replace Door (inside)
	$125	Replace Door (outside)
	$125	Replace Sliding Glass Door
	$35	Replace Screen Door

Miscellaneous

	$100	Hold Over Fee (Per Day)
	$40	Labor (Per Hour)
	$150-500	Smoke Damage Repair (Cigarette & Other)
		1)
		2)
		3)

Walls

	$35	Cover Crayon/Marker/Scuffs
	$55	Repair Hole in Wall
	$45	Repaint Wall (Per Wall)
	$40	Touch Up Paint (Per Wall)

Beyond Normal Wear & Tear

Windows & Treatments

	$150	Replace Window Pane
	$55	Replace Venetian/Mini Blind
	$6	Replace Vertical Blind Slat
	$18	Replace Window Screen

Locks

	$12	Replace Key
	$100	Replace Door Lock
	$100	Replace Deadbolt

Plumbing

	$65	Kitchen Faucet
	$65	Bathroom Faucet
	$30	Shower Head
	$16	Toilet Tank Lid
	$16	Toilet Seat
	$65	Garbage Disposal
	$95	Sewer Lines

Electrical

	$7	Light Bulb
	$14	Light Fixture Globe/Cover
	$55	Light Fixture
	$18	Outlet/Switch/Cover Plate

Pest

	$200	Exterminate for Cockroaches
	$200	Exterminate for Fleas
	$450	Exterminate for Bed Bugs

Furniture

	$450	Couch
	$390	Love Seat
	$240	Mattress
	$140	Coffee Table Set

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Agent _____ Date _____

All service and repairs are completed by Green Street Realty maintenance & repair staff. This document is a receipt of all services and repairs performed by Green Street Realty maintenance & repair staff. Fees for any other damages not listed above will be billed accordingly.