



THIS INDENTURE, made between CPM MANAGEMENT, LLC hereinafter called LESSOR, and

hereinafter called LESSEE. For and in consideration of the covenants and agreements herein stated to be kept and performed by Lessee, Lessor does hereby lease to Lessee, for residential purposes only, the premises known as

Table with columns: Date of Lease, Length of Lease, Term Beginning, Monthly Payments, Term Ending, Total Lease Rent, and a list of furniture/appliances (Sofa, Lamps, Double Bed, Desk/Chair, Washer/Dryer, etc.) with checkboxes.

Occupancy of the premises is expressly limited to only those individuals identified as "LESSEE" herein and to "LESSEE'S" minor children). Guests of the LESSEE are permitted on the premises provided that such Guests do not in any way violate the "PROHIBITED ACTS OR CONDITIONS", the "NOISE OR MUSIC" or any other provisions of this Lease...

TRANSFERS: Notwithstanding anything to the contrary herein contained, in the event that any LESSEE hereunder enters into a new Lease with the LESSOR (with possession to commence at or after the termination of this Lease), each and every Lessee hereunder agrees that any amount of the security deposit that would be refunded at the termination of this Lease may be transferred on a pro-rata basis to the new Lease.

LESSEE hereby transfers that LESSEE's pro-rata portion of the security deposit on the existing lease of _____ for application toward the security deposit required under this lease and agrees to pay the remaining balance of said security deposit on or before _____.

Default in the existing lease of the LESSEE referred to above shall also be deemed and constitute a default hereunder thereby entitling LESSOR to exercise any of the rights set forth in Paragraph 13 or any other provision hereof.

INITIAL PAYMENTS:

ADDITIONAL AGREEMENTS AND COVENANTS:

Witness the hands and seals of the parties hereto the day and year first above written.

Lessees _____
Lessor _____
By duly authorized agent

DESIGNEE FOR SECURITY DEPOSIT: Each and every person who has executed this Lease as a Lessee hereby appoints and designates _____ as his/her/their agent and authorizes the Lessor to provide notice to and to communicate with, and to mail any communication (or refund of security deposit hereunder) by regular U.S. mail to, said designated agent at the following address: _____ The Lessor may, at its option, make any refund of security deposit payable either to the above named designated agent only or jointly to the named Lessee(s). If no address is listed above, the Lessor may send any communication or refund to the address of the leased premises.

Two Page Lease LEASE AGREEMENTS AND COVENANTS Two Page Lease

1. RENT: The Lessee shall pay to Lessor at 303 E. Green St. Champaign, IL 61820 (or such other address as Lessor may designate in writing) the "Monthly Payment" amount (i.e., 1 month's rent installment) set forth above on or before the 1st day of each month in advance, with the first such payment being due and payable on or before the first day of the term of this Lease...

2. UTILITIES: The Lessee shall pay for and have connected water, gas, heat, electricity, telephone service, and all other services supplied to said premises excluding garbage collection. Lessee agrees to pay \$ _____ (for the entire lease term) payable on the beginning date of this agreement, to cover the Urbana-Champaign Sanitary District Sewer bill based on water consumption...

3. SECURITY AND CLEANING DEPOSIT. Lessee agrees to pay the sum of \$ _____ for security and cleaning deposit, to be held by Lessor during the term of this lease to secure payment of rent and other monies owed by Lessee pursuant to this agreement. Said deposit shall be refunded providing: In the event Lessee fails to return all keys to Lessor upon vacating the premises, Lessor may change lock, at Lessee's expense. Lessee agrees to surrender the premises in good, clean condition, ordinary wear and tear expected...

4. APPLICATION OF PAYMENT: Unless applicable law provides otherwise, all payments received by Lessor shall be applied in the following order: first, to establish the security deposit amount herein set forth; second, to payment of the amount herein set forth for the Urbana-Champaign Sanitary District fee; third, to any late charge(s) due; and last to rent.

5. **CARPET CLEANING:** As a negotiated part of this lease, Lessee agrees to have the carpet professionally cleaned immediately prior to return of possession to Lessor. Upon return of possession Lessee shall provide Lessor with written receipts confirming such cleaning. Failure to provide such confirmation shall constitute Lessee's authorization for Lessor to have the premises professionally cleaned with the actual cost of the same being charged to Lessee.

6. **MAINTENANCE OF PREMISES.** A. Within 72 hours of the time Lessee is first given access to the premises, Lessee agrees to inspect the premises and furnish to Lessor a list of all deficiencies to the premises, furnishings and fixtures. Failure of lessee to timely provide such list shall be deemed that the premises are in good condition. During the lease term, Lessee agrees to maintain the premises in a clean, neat and healthy condition, and at the end of the term surrender the premises to Lessor in the same condition. B. Lessee agrees not to make any changes in keys, locks, phone jack locations, nor to make alterations or contracts for repairs or redecoration of any kind to the premises, furnishings or fixtures, without Lessor's prior written permission. C. Lessee shall maintain a minimum temperature of 60 degrees F and otherwise take reasonable steps to keep water pipes from freezing. D. Lessee shall not allow obstructions such as garbage, sanitary napkins or other foreign matter to enter the drains or waste pipes on the premises. Repairs to such pipes, and any damages resulting from such obstructions shall be at Lessee's expense. E. Lessee shall be responsible for unplugging toilets, unjamming disposal, replacing light bulbs, replacing smoke and carbon monoxide detectors batteries & operation, and the replacement & cost of broken windows. However, Lessor will replace broken window pending Lessee provides Lessor with a written police report within 48 hours of incident that confirms forced entry or vandalism by third parties. In the event Lessee fails to meet Lessee's responsibility to unplug toilets, unjam disposal, to replace light bulbs, and smoke detector batteries and operation, Lessee shall pay Lessor \$20.00 during maintenance office hours and \$40.00 after maintenance office hours as agreed cost for each failure. F. Lessee agrees to weekly test the smoke and carbon monoxide detectors and promptly advise Lessor of any problems. G. Lessee agrees that if at any time keys are lost, stolen, or misplaced, Lessee will be instructed to contact Lessor's designated locksmith to have locks changed at Lessee's expense. H. **LOCKOUT:** Lessee agrees to call Locksmith Services Company at 359-5168 (24 hour service) if locked out. Lessee is responsible for lockout charges and for presenting proper identification. I. If Lessee requests furniture changes, there will be a \$80.00 charge per load. J. **MOVE IN:** The parties recognize that due to the leasing market in the area, a significant number of rental units turn over within a short period of time, straining resources used for maintenance and repair. The rent amount reflects the Lessee's agreement that, to the extent allowed by law, where non-life threatening repairs are requested by Lessee upon delivery of possession, Lessor shall have approximately 30 days within to make such repairs. Lessee agrees to keep premises (including all furnished appliances and furniture) in good order and repair during the entire term of the Lease. If at any time the Lessee shall fail to keep the premises in good order and repair or if at any time there be damage by fire or other cause(s) due to or resulting from the fault or negligence of the Lessee or Lessee's agents, employees, or guests, Lessor may do and perform all repairs (or replace any damaged property) which Lessor may deem necessary and add the cost or expense of such repairs (or replacements) to rent due hereunder. Lessee agrees that Lessee will pay Lessor in full the entire cost or expense of such repairs (or replacements) within 15 days following notification from the Lessor of the amount of the cost or expense thereof. Lessee agrees and acknowledges that any amount due for such repairs (or replacements) shall be and constitute additional rent that is in addition to the rent otherwise provided for in this Lease.

7. **CONDITIONS OF PREMISES:** Lessor covenants that the premises are fit for human habitation, and further agrees to use reasonable effort to maintain the premises and its appliances, furnishings, and fixtures, so as to substantially comply with all applicable municipal housing, building, electrical, sanitary and life safety codes. Lessee agrees to report all repair and maintenance problems promptly, in writing, to Lessor, and Lessor agrees to make all necessary repairs within a reasonable time: Restoration of heat in winter within 12 hours; water heater within 48 hours, refrigerator and stove within 72 hours.

8. **DAMAGE TO LESSEE'S PROPERTY:** To the extent allowable by law, Lessor shall be liable only for damage or injury to Lessee, or his/her guests, if such damage or injury is occasioned by willful conduct of the Lessor. Lessee shall be responsible for insuring against Lessee's liability to other tenants or persons for injuries to persons or property resulting from Lessee's use of said premises. Lessee shall indemnify Lessor for any uninsured loss occasioned by Lessee/ Guest and/or Lessee's agent.

9. **ASSIGNMENT AND SUB-LEASING:** Lessee covenants that he/she will not sub-let said premises or any part thereof nor assign this lease nor add or substitute any other persons without prior written consent of the Lessor. LESSEE ACKNOWLEDGES AND AGREES THAT, IN THE EVENT THE PREMISES SHALL BE SUBLET, LESSEE SHALL REMAIN LIABLE FOR ALL OBLIGATIONS AND DUTIES UNDER THIS AGREEMENT UNTIL THE SAME SHALL HAVE BEEN TERMINATED. A \$25.00 administration fee will be made for each time the premises are sublet, which the parties agree reflect the actual cost of processing.

10. **ACCESS TO PREMISES, REPAIRS.** Lessee agrees to allow Lessor or Lessor's agent to enter the premises: (a) without prior notice in case of an EMERGENCY or by mutual consent; (b) without prior notice to perform repairs within a period of 14 days after Lessee requests repairs; and (c) on reasonable notice to Lessee(s). Except in case of an EMERGENCY, all such entries shall be made only at reasonable times or at such times as the parties mutually agree upon. Lessor may, at its option, notify Lessee in writing of any damage or repairs which need to be addressed and may also give the Lessee a specific period of time in such written notice to correct the same (by repair or replacement, as the case may be). If the Lessee fails to correct such conditions within such reasonable time as the Lessor has set forth in the written notice, then the Lessor may correct the same and bill the Lessee for the cost or expense thereof and the Lessee agrees to pay, as additional rent hereunder, the amount so billed on or before the due date of the next installment of rent due under this Lease. The Lessee shall be responsible for all loss, damage or cost of repairs or service caused by the action of (or failure to take action by) the Lessee, any member of Lessee's family, any guest or agent of Lessee.

11. **LOSS BY FIRE OR OTHER CASUALTY:** a) In case the premises shall be rendered untenable by fire or other casualty, Lessor may at his option terminate this lease, or repair the premises within 30 days, and failing so to do, or upon the destruction of the premises by fire, this agreement shall terminate. Lessor further agrees to furnish Lessee with an estimated date of repair within 14 days of the time of the casualty. b) LESSEE AGREES THAT LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSS OF LESSEE'S PERSONAL PROPERTY REGARDLESS OF THE SOURCE OR CAUSE OF SUCH DAMAGE OR CASUALTY.

12. **MOVE OUT RESPONSIBILITIES:** Lessee acknowledges that the negotiated rent reflects that timely vacating the premises is of the utmost importance and failure to do so can cause extensive damage to Lessor. Lessee stipulates that any possessions left in the premises after termination of the lease shall be considered abandoned and Lessor is directed and authorized to dispose of them with cost of disposal to be paid by Lessee to Lessor. In the event of holdover, Lessee shall pay Lessor a daily holdover charge of \$100.00 per bedroom per day.

13. **VIOLATION OF LEASE BY LESSEE:** The failure by Lessee to perform any obligation under this agreement shall constitute a default. In the event of default, Lessor may, at Lessor's election, terminate this lease. Failure by Lessor to exercise the right of termination or any other right of enforcement shall not constitute a waiver of Lessor's ability to do so. Upon termination, of this lease, Lessee agrees to immediately surrender possession to Lessor; However, Lessee shall not be released from any obligations to make payment of existing or future rent, damages due or to become due. In the event that the Lessor obtains possession of the premises, Lessor shall take such action as is reasonably necessary to relet the premises and otherwise to mitigate damages. The parties agree that the administrative advertising and other related costs of reletting the premise shall be fixed in the amount of \$150 per Lessee to be charged to Lessee, in addition to any other sums provided for under this paragraph. In the event that either party is in default under this agreement, the successful party shall be entitled to recover reasonable attorney's fees and costs from the defaulting party. In the event of collection, Lessor shall additionally be entitled to recovery of any fees paid for the cost of collection. Including but not limited to collection agency fees, as permitted by law, and Lessees stipulate and agree that the costs of collection can range from 33% to 50% of the amount placed in collection which the Lessee agrees to be a reasonable amount for such costs of collection.

In addition, any sum due at the termination of the lease shall bear interest at the rate of 12% per annum. In the event that more than one Lessee executes the within lease as Lessee, then each Lessee hereby expressly authorizes each other Lessee to be his/her agent for purposes of the receipt of service of process. Each lessee acknowledges that a summons served upon one Lessee shall constitute service of process upon all Lessees under this lease. It is also agreed that any remedy provided under this lease shall not preclude either party from utilizing any other remedy provided by law. In the event Lessee abandons the property, Lessor shall be entitled without notice to take immediate possession of the premises and relet the premises and otherwise to mitigate damages. Lessee stipulates that in addition to any definition at law, abandonment as defined by this lease shall, at Lessor's election, include any point in time where Lessee is at least one month behind in the payment of the rent and electrical, gas, or water utilities have been terminated. In such event, rent received shall be applied towards the balance due under the lease with the Lessee remaining liable for unpaid balance and any damages caused to the premise by Lessee and Lessee's family, guests, and agents.

14. **PETS AND ANIMALS:** Lessee agrees no animal or pet will be kept or allowed in or on these premises, unless Lessor, at its sole discretion, expressly grants written permission in the form of a pet addendum to the lease. Should Lessor discover or otherwise be advised of any unauthorized dog or cat or any other animal or pet in Lessee's apartment, Lessee shall remove said animal or pet within 24 hours of written notice from Lessor to Lessee effective upon personal service upon Lessee of an occupant or upon posting of notice on the front door premises. In the event that Lessee fails to remove said pet or animal as provided herein, Lessor, at its sole discretion, may elect to either terminate the lease or allow the pet or animal with notification of an increase in monthly rental by 10% commencing the first day of the lease. In the event of termination, Lessee agrees to pay a \$150.00 per Lessee reletting fee provided for in paragraph 13 in addition to reimbursing Lessor for rent for the balance of the lease term, less rent received by Lessor by any reletting. Said increase in rental shall be effective for the balance of the lease term provided under this lease regardless of subsequent removal of the pet/animal. The parties acknowledge and stipulate that the increase in monthly rental reflects negotiated compensation to Lessor for the rental value of occupancy of the premises with a pet.

15. **PARKED AND/OR INOPERABLE VEHICLE:** Lessee agrees to not park nor allow any guest, visitor, employer or purveyor of goods to park any vehicle on the lawn or sidewalks at any time. Lessee agrees to park only one car per parking space. Lessee agrees to reimburse Lessor the actual cost for damage done to lawn, sidewalk, yard, or other property by said vehicle and shall move said vehicle immediately upon oral and/or written notice of same. Lessee agrees that no vehicle shall be kept in said premises unless in operating condition, with no flat tires, and properly licensed, and failing to do so, after 72 hours, Lessee grants Lessor permission to have such vehicle towed and removed at Lessee's expense. FOR PARKING SPACES, SEE ATTACHED ADDENDUM.

16. IF THERE SHALL BE MORE THAN ONE LESSEE, EACH OF THEM SHALL BE JOINTLY AND SEVERALLY LIABLE HEREUNDER.

17. FOR BUILDING WITH POOL AND/OR GYM FACILITIES, SEE ATTACHED ADDENDUM.

18. LESSOR, OR LESSOR'S AGENT HAS MADE NO PROMISES EXCEPT THOSE CONTAINED IN THIS LEASE AND THE TERMS OF THIS LEASE CANNOT BE CHANGED EXCEPT IN WRITING, SIGNED BY BOTH LESSOR AND LESSEE.

19. **PROHIBITED ACTS OR CONDITIONS:** Each and every one of the following acts or items are prohibited: Boats, travel trailers, motor homes, abandoned and non-licensed vehicles on premises; Athletic activity which will damage the lawn; Bicycles, motorcycles or mopeds in the hallways, laundry rooms, or on the sidewalks; Maintenance or repair of automobiles on premises; Waterbeds on premises; Participation in causing, either intentionally or by gross negligence, damage to the rental premises or to the building and grounds of which it is a part, or in the commission of any theft, burglary or robbery or any act of bodily harm or threat of bodily harm to anyone, or any use, sale or storage of illegal drugs on the property of which the premises is a part (arrest therefor, or the filing of any charges for any such act, shall constitute prima facie evidence of violation of this provision and shall constitute a basis for termination of this Lease); Consumption of alcohol in hallways or the grounds or other common space; Storage or use of indoor furniture on balcony or patio area; Grills and beer kegs are not permitted on premises (either inside or outside) under any circumstance. Lessee shall be responsible for any damages incurred as a result of violation of any of the above provisions. Further, the parties agree that each occurrence of any of the prohibited acts or conditions shall result in an additional fine or charge of \$150.00 for each day that such violation occurs. Lessor shall have the right to bar individuals from the property at its sole election. Lessee will not permit anything to be thrown out of the windows, or down or onto the courts or light shafts in the building, nor cause nor permit vandalism to occur to or on the leasehold premises. In addition to constituting a default under the Lease (for which Lessor may take action under ¶13 of the Lease), Lessee will pay Lessor in full an amount equal to twice the entire cost or expense of repairing (or replacing) any resultant damage within 15 days following notification from the Lessor of the amount of the cost or expense thereof.

20. **NOISE OR MUSIC:** Lessee shall not make or permit any audible noises outside Lessee's leased space nor do or permit anything that will interfere with the rights, comforts or conveniences of other lessees. The parties stipulate and agree that complaints which result in the calling of police to the premises at least 3 times in any one year period shall be constructive evidence of a violation of this paragraph and shall be a valid basis for termination of this lease.

21. **RETURNED CHECKS:** Lessee agrees to pay a \$35.00 service charge as the agreed cost of processing for any check returned to Lessor by Lessee's bank, and to make restitution by cashier's check or money order.

22. **GARBAGE REMOVAL.** Lessee(s) agree that all common space or common areas be kept free from all waste or refuse and that Lessee(s) will not dispose of waste or refuse except to deposit the same in such garbage dumpsters as are provided by the Lessor. The Lessee shall be responsible for all waste or refuse in the common space or common area caused by the action of (or failure to take action by) the Lessee, any member of Lessee's family, any guest or agent of Lessee and agrees to promptly pay, upon request by Lessor, a garbage removal charge of \$25.00 per each 13-gallon size bag of such waste or refuse removed from the common space or common area.

23. **EXTERMINATION:** Lessor has a program of regular pest control and Lessee shall grant Lessor access as scheduled for treatment.

24. **SEVERABILITY OF PROVISIONS:** If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

25. **INSURANCE:** The real property of the owner, not the Lessee's, is insured.

26. LESSEE(S) HAS INSPECTED THE PREMISES AND IS FAMILIAR WITH ITS FUNCTIONS AND FACILITIES.