



Hunsinger Enterprises, Inc.

2004 N. Linview Ave., Urbana, IL 61801

hunsingerapts@gmail.com

217-337-1565, Fax 217-337-4479

www.hunsingerapts.com

LEASE AGREEMENT

APARTMENT ADDRESS _____

SECURITY DEPOSIT AMOUNT \$ _____

GROSS RENT FOR TERM \$ _____

PARKING TOTAL \$0.00 FOR 0 SPACE(S) - _____

UTILITY ALLOWANCE TOTAL \$ _____

TOTAL OCCUPANTS _____

THIS INDENTURE, made the _____ day of _____, 20__ BETWEEN
Hunsinger Enterprises, Inc. as Lessor and _____

jointly and severally as Lessees.

WITNESSETH:

That the Lessor hereby leases to said Lessees the premises and personal property for residential use only, from _____ to _____ the terms and conditions hereinafter set forth, and covenants to perform the same as follows:

1. Rental Payment. The said Lessees shall pay to the said Lessor as rent for the demised premises, for said term, the sum of \$_____ payable in accordance with the payment schedule shown in attachment "A" until the total rent due hereunder is paid in full and delivered to 2004 N. Linview Ave., Urbana, IL 61801, being rent payable in advance. This is a 12 payment lease with the total sum of the lease being divided into 12 equal installments. All invoices are due and payable with the next month's rent, unless otherwise noted, and payments received shall be credited first toward outstanding invoices and then toward outstanding rent.

2. Utilities and Services. Lessees shall be responsible for and pay all utilities and services furnished to the demised premises, as indicated in the attached Payment Schedule "A" hereto.

Initial _____

Lessor is not liable for utility interruptions unless caused by non-payment of a utility bill owed by Lessor of which Lessor had actual notice. If Lessor is furnishing electric, gas, and water for the unit and the total of these bills is in excess of \$_____ for the term of the lease, which is an average of \$_____ per month, the excess charges will be billed to Lessee and will be deducted from the security deposit.

Not Applicable _____ **or Initial** _____

3. Common or Shared Utilities. Lessees shall pay for any common or shared utilities or services, according to their proportionate interest in the demised premises as set out in Exhibit "A". A utility allowance, in the case of common or shared utilities or services, shall be calculated based on the prior twelve (12) months average utilities and service charges, and shall be paid by Lessees each month in the same manner as the rent payment. At the end of the lease term, if actual utility costs for the lease term exceed the utility allowance amounts paid, the deficiency shall be deducted from the security deposit refund. Furthermore, if during the term of the lease the cumulative actual utility expenses become 25% higher than the amount Lessee has paid to date, Lessor shall bill Lessee for the amount of deficiency. Any surplus in the amount paid shall be refunded to Lessee with the security deposit refund. Lessee may view the utility bills at Lessor's office.

Not Applicable_____ **or Initial** _____

4. Late Charges. Time is of the essence of this agreement and the terms hereof. Rent is due on the first day of the month. Lessor allows a five (5) day grace period for receipt of rent. After the fifth day of the month, a delinquency charge of 5% of the monthly rental payment will be assessed each month until rent is on a current basis. This late charge provision, however, shall in no way restrict Lessor's option to declare a default and proceed as otherwise provided for herein. There will be a \$50.00 service fee on checks returned from the bank for any reason.

5. Security and Cleaning Deposit. Lessees agree, upon execution hereof, to deposit the sum of \$_____ with the Lessor, which such sum shall be held by the Lessor for the purpose of applying the same to the costs of repairing any damages to the premises or the fixtures thereof, or the cleaning or repair of any of same caused by the use of said premises by the Lessees during the term of this lease. Lessees agree to relinquish said premises in clean condition; to make no alterations or additions to same; to commit no waste thereon; to obey all laws and ordinances relating to the use of said premises. Lessees do further agree to pay any additional sums required for the repair or cleaning of said premises or fixtures thereof after the termination of their lease of same, and shall be entitled to a refund on any unused portion of said deposit. No part of said deposit shall be applicable to payments of rent reserved hereunder and said sum shall only be refundable upon termination of lease and ascertainment of costs of repair and cleaning, if any, chargeable to Lessees. Lessor will within thirty (30) days of the date of termination of the lease, provide an itemized statement of the damage caused to the premises and the estimated or actual cost of repairing or replacing each item on that statement. Any refund due hereunder shall be mailed as one check to Lessees within forty-five (45) days of termination to an address provided by Lessee.

6. Carpet Cleaning. Lessor agrees that carpets have been professionally cleaned before Lessees take possession. Lessees agree to have the carpet professionally cleaned immediately prior to return of possession to Lessor. Upon return of possession Lessees 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 same being charged to Lessees.

7. Assignment. Lessees shall not assign this lease, or any portion thereof, nor sublet the premises, or any part thereof without the prior written consent of Lessor, which shall not be unreasonably withheld. No such assignment or sublet shall relieve or release Lessee of the obligations hereunder, except by specific agreement of Lessor in writing. Lessee will be assessed a \$50.00 fee for this transaction.

Initial_____

8. Occupants. Lessee agrees that only the person/persons listed on the lease are to reside in the demised premises and shall not exceed the number listed on page one hereof. Additional occupants may be permitted

with prior written consent of Lessor, and only upon execution of an addendum hereto, under which they expressly agree to become bound by all terms and conditions of this agreement. Monthly rent shall be increased by \$75.00 for each additional occupant.

9. Abandonment. Lessee agrees that in case the demised premises shall be vacated or abandoned during the term hereof, as evidenced by Lessee's absence from the demised premises and with rent unpaid, Lessor may take immediate possession of the premises for the remainder of the term and at the Lessor's discretion, re-let the same, and apply the proceeds upon this lease. However, the Lessee shall remain liable for the unpaid balance of the rent due hereunder. In addition, Lessee agrees that the amount of the security deposit shall constitute liquidated damages to the Lessor due to early termination and re-letting of the premises.

10. Keys. The demised premises are provided with a deadbolt lock in normal working condition at the commencement of the lease term. Any damage to locks due to Lessee's negligence shall be the Lessee's responsibility.

It is the policy of the Lessor to limit access to the premises to Lessee and his or her authorized guests. One set of keys (apartment and building entry key) shall be provided for each adult occupant without charge. If Lessee fails to return all original keys issued by Lessor at the end of said lease term or has lost keys during the lease term, Lessor shall have the right to rekey the corresponding lock(s) and a charge of \$50 per lock shall be charged against Lessee's damage deposit.

If for any reason Lessee is locked out of their apartment and the Lessor or an agent of the Lessor is required for Lessee to gain access, Lessor will bill Lessee \$25.00 for lockouts during normal business hours and \$95.00 for lockouts after hours.

Initial _____

11. Casualty. 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 so to do, or upon the destruction of said premises by fire or other casualty, the term of this lease hereof shall cease and terminate at no further liability to Lessor or to Lessee.

12. No Alteration. Lessee shall not alter or reconstruct the improvements on the premises without prior written consent of Lessor. Lessee shall not contract for repairs to the premises or its equipment and fixtures and furnishings without prior written consent of Lessor except in the case of emergency and in such case Lessee shall give Lessor immediate notice thereof.

13. Subject to Mortgages. If mortgagor has rights, it is mutually agreed between the parties that this lease is made subject to the terms of all mortgages now or hereunder placed upon the leased premises.

14. Holding Over; Condition of Premises. Lessees agree to surrender and deliver possession of premises to the Lessor upon termination of the term herein created or upon forfeiture of this lease as hereafter provided. In the event that the Lessees withhold possession of said premises after the termination date of said lease, then in such event they do agree they shall pay a charge for "holding over" of such possession on a per diem basis at double the rate of rent charged hereunder, for which amount, and any unpaid rent hereunder, the Lessor shall have the right to "Distrain", as provided by statute. Lessees further agree during occupancy of said demised premises to maintain and keep the same and the contents in good condition and repair as the same shall be upon taking possession thereof, natural wear, damage by fire (except as caused by Lessees negligence), or other inevitable accident excepted.

Lessees agree to allow the Lessor or agent of Lessor access to the premises during reasonable hours in accordance with Urbana Landlord/Tenant Ordinance for the purpose of examining or exhibiting the same or making needful repairs or alterations on said premises, which Lessor may see fit to make.

Lessor may also affix "FOR RENT" signs in such places as the Lessor shall determine.

15. Furniture. Furnished units shall include but not limited to the following personal property:
- (a) Efficiency apartments: 1 dinette set, 1 bed, 1 dresser, 1 desk and chair
 - (b) All other units: 1 couch, 1 chair, 1 coffee table, 1 dinette set or stools for breakfast bar.
Each bedroom shall have 1 bed per person, 1 dresser or closet organizer and 1 desk and desk chair
 - (c) Stove and refrigerator
 - (d) Blinds on all windows excluding porches

Lessee shall not move indoor furniture to any exterior areas.

16. Property Maintenance. The Lessor agrees to perform all needed repairs to the premises, appliances and furnishings (if so furnished) at the Lessor's expense, except damage resulting from Lessee's negligence, and except for maintenance to clogged drains and jammed or clogged garbage disposals. Lessor warrants that all drains are clear as of the commencement of the lease term. Lessee will pay all costs associated with clogged drain or clogged garbage disposal calls made by Hunsinger Enterprises, Inc. or an independent drain cleaning service resulting from Lessee's negligence.

No grills are allowed at the leased premises with wood balconies.

All light fixtures in the said premises are furnished with working light bulbs at the beginning of lease. Lessee agrees to replace the burned out bulbs during the term of the lease.

The Lessor may charge Lessee for any and all damages to the apartment if such damages have been caused by acts of negligence on the part of the Lessee or their acquaintances. Damages resulting from Lessee negligence's will be charged to the Lessee on the following month's rental statement and is due and payable with the rent. If for any reason the damage charges are not paid in full during the course of the lease the outstanding charges will be deducted from the deposit.

For any part of the security deposit withheld, the Lessor will furnish to the Lessee an itemized statement of all damages and the cost of repairing the damage. It is the Lessee's responsibility to notify the Lessor of needed repairs. Repairs reported should be stated clearly, including the Lessee's name, date, address, and phone number.

17. Painting. Lessee may paint the walls in the unit or accept the responsibility for currently painted walls, but Lessee will be responsible for repainting prior to the final day of the lease if the new tenants do not accept the responsibility for returning the walls to the original Hunsinger wall color. Our office will have the exact color code and supplier available.

Initial _____

18. CO/Smoke Detector. Lessor provides CO/smoke detectors for the demised premises in normal operating condition at the commencement of the lease term. Lessee agrees to test the CO/smoke detectors on the premises periodically and immediately notify Lessor in writing if said CO/smoke detectors are ever found not functioning properly. Lessee agrees not to tamper with the CO/smoke detectors, nor to deactivate the

detectors or remove the batteries therein. Testing and reporting non-operating detectors shall be Lessee's liability. Lessee agrees not to store or place any items on or near heating units or hot water heaters.

19. Freeze Damage. Lessee shall be responsible for all damages caused to the demised premises for failure to regulate the thermostat and maintain sufficient heat in the demised premises unless Lessee doesn't have access to the thermostat. Lessee agrees to keep the temperature within the premises at a minimum of 60 degrees from November 1st through March 31st during the lease term to ensure that frozen pipes do not occur.

Initial_____

20. Conduct. If the Lessee's conduct or the conduct of the Lessee's guests disturbs other occupants of the building, or the Lessor, or agents of the Lessor, such conduct shall be a breach of the lease agreement and Lessor may terminate this lease upon given written notice to Lessee. The Lessee agrees that complaints which result in the police issuing three tickets during the lease term shall be constructive evidence of a violation of this paragraph and shall be a valid basis for termination of this lease.

Lessee agrees not to do or permit any unsafe, illegal, or hazardous act, engage in any unsafe, illegal, or hazardous conduct or store upon or bring into the demised premises any unsafe, hazardous, or illegal substance or do any other act which would increase the fire insurance costs or violate the fire insurance policies of Lessor.

21. Parking. All leased parking will be assigned. The parking spaces may be sublet with written permission from the Lessor. The Lessor assumes no liability for damage occurring from any cause to owner's vehicle. Driving or parking cars or motorcycles on any portion of the lawns or sidewalks is prohibited. The tenant agrees to pay for any damage caused by such an act and to remove the vehicle immediately. Absolutely no maintenance work to vehicles shall be allowed in the parking spaces provided to tenant.

22. Animals. Animals are prohibited and Lessee agrees not to allow or keep animals in or about the leased premises. Lessee understands that the prohibition of animals also applies to animals belonging to Lessee's guests and visitors. If Lessor finds an animal on premises, Lessee hereby agrees to pay a fine of \$200.00 and remove the animal from the premises within 7 days. If Lessor finds an animal on premises 7 days or more after the original violation, this will be deemed a 2nd violation. Lessee agrees to pay a fine of \$300 for the 2nd and each subsequent violation. These fines shall apply in all cases, even those where tenant is "keeping" the animal for a friend or the animal is just "visiting" with a guest or visitor of the Lessee. If the animal remains on the premises for a period of 7 days or more from the date of a 2nd violation, then Lessee's right to possession shall terminate and Lessee shall vacate the premises immediately and pay all sums due hereunder, including rent and penalties for the balance of the term of this lease.

Initial_____

23. Representations: Joint and Several Liability. Lessee herein states and agrees that no representations, promises or other inducements have been made to them 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 construed to mean "Lessees" 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 terms hereof.

24. Attorney's 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.

