

APARTMENT LEASE AGREEMENT

This Apartment Lease Agreement ("Lease") is made and effective this ___ day of _____, 201_ by and between **Aguas Properties LLC.** ("Landlord") and _____ ("Tenant," whether one or more). This Lease creates joint and several liabilities in the case of multiple Tenants.

1. **PREMISES.**

Landlord hereby rents to Tenant and Tenant accepts in its present condition the Apartment located at: _____
Champaign, IL 61822 (the "Apartment").

2. **TERM AND RENEWAL.** The term of this Lease shall start on **Month Day, 201_**, and end on **Month Day 1, 201_ at 11:59 AM** (the "Initial Term") **unless sooner terminated as provided herein.** In the event that Landlord is unable to provide the Apartment on the exact start date, then Landlord shall provide the Apartment as soon as possible, and Tenant's obligation to pay rent shall abate during such period. Tenant shall not be entitled to any other remedy for any delay in providing the Apartment. Upon the expiration of the Initial Term (or any Renewal Term) this Lease shall automatically renew for an additional one (1) year term (each a "Renewal Term"), unless Tenant notifies Landlord in writing at least sixty (60) days prior to the expiration of the then current Term that Tenant intends to terminate the Lease. At least ninety (90) days prior to the expiration of any Term, Landlord may provide Tenant with a written notice setting forth the amount of rent for the upcoming Renewal Term. In the event Landlord does not timely provide such notice, the rent for the upcoming Renewal Term shall remain the same as the previous Term.

3. **RENT.**

Tenant agrees to pay, without demand, to Landlord as rent for the Apartment the total sum of **\$Gross Rent payable** in monthly rent installments of \$_____.00 per month in advance on the first day of each calendar month, at **1905 Glenn Park Dr., Champaign IL, 61821**, or at such other place as Landlord may designate. Landlord may impose a late payment charge of **\$25.00 if the rent is not received by the due date and \$10.00 per day for any amount that is more than five (5) days late.** Rent will be prorated if the term does not start on the first day of the month or for any other partial month of the term. The total rent amount as stated in this paragraph shall be exclusive of any additional damages, fees, costs or penalties and shall not operate to limit any amount Landlord is entitled to recover should it become necessary to seek legal remedies to enforce the terms or conditions of this Lease. Tenant shall incur a surcharge of \$35.00 for any check refused payment by Tenant's bank for insufficient funds. This provision applies to checks made payable to Landlord for any purpose including rent payment, damage deposit, late fees, etc. All returned checks must be cleared immediately with cashier's check or money order only and include the return check fee of \$35.00.

4. **DAMAGE DEPOSIT.**

Tenant agrees to reimburse the Landlord for any damage to the Apartment resulting from Tenant's occupancy of the Apartment. Landlord acknowledges receipt of a damage deposit of \$_____.00 from Tenant, to be refunded to Tenant within 30 days of the date that the Tenant vacates the Apartment, after deducting any amounts due to Landlord which, in the sole discretion of Landlord, are necessary to compensate Landlord, in whole or in part, on account of rents, unpaid utilities, damage to the Apartment or furnishings, or any other loss or expense to Landlord under the terms of this Lease. Landlord shall have the sole discretion for designating the order of payment of the Tenant's liabilities under this Lease from the said deposit's funds.

If Landlord retains any portion of the deposit for compensation for property damage, Landlord shall provide Tenant with an itemized statement of the charges, including the estimated or actual cost for

repairing or replacing each item on that statement, within 30 days of the date that the Tenant vacated the Apartment. Normal wear and tear is expected and exempted from such damages.

Tenant agrees with Landlord that, at the expiration of the term of this Lease, Tenant shall clean the Apartment and all of its furnishings, including, but not limited to, draperies, blinds, appliances, walls, doors, and windows. If Tenant should fail to adequately clean the Apartment and all of its furnishings, Tenant agrees to reimburse Landlord for the reasonable costs of such cleaning.

5. **QUIET ENJOYMENT.**

Landlord agrees that if Tenant timely pays the rent and performs the other obligations in this Lease, Landlord will not interfere with Tenant's peaceful use and enjoyment of the Apartment. Tenant will not interfere with the peaceful use and quiet enjoyment of any other tenant with his/her own unit.

6. **USE OF PREMISES.**

A. The Apartment shall be used and occupied by Tenant exclusively as a private single-family residence. Neither the Apartment nor any part of the Apartment or yard shall be used at any time during the term of this Lease for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence.

B. Tenant shall comply with all the health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities and homes associations, if any, with respect to the Apartment, whether civil or criminal.

7. **NUMBER OF OCCUPANTS.**

Tenant agrees that the Apartment shall be occupied by no more than persons without the prior written consent of Landlord. . Each and every Occupant of the Apartment shall sign this Lease and shall be jointly and severally liable for payment of rent and the performance of any and all obligations of this Lease.

8. **CONDITION OF PREMISES.**

A. Tenant agrees that Tenant has examined the Apartment, and at the time of signing this Lease, the Apartment is in good order, good repair, safe, clean, and tenantable condition.

B. Tenant acknowledges that all appliances located within the Apartment are the property of Landlord and further acknowledges that they are, at the time of this Lease, in good order and in normal working condition.

C. Landlord and Tenant agree that a copy of the "Joint Inspection," the original of which is maintained by Landlord and a copy provided to Tenant, attached hereto reflects the condition of the Apartment at the commencement of Tenant's occupancy.

9. **ASSIGNMENT AND SUBLETTING.**

A. Tenant shall not assign this Lease, or sublet or grant any concession or license to use the Apartment or any part of the Apartment without Landlord's prior written consent. In the event the Landlord consents to an assignment or subletting, such assignment or subletting shall not release Tenant from the obligations under this Lease.

B. Any assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and, at Landlord's option, terminate this Lease.

10. **ALTERATIONS AND IMPROVEMENTS.**

A. Tenant shall make no alterations to the Apartment.

11. **DAMAGE TO PREMISES.**

If the Apartment, or any part of the Apartment, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act, or that of Tenant's family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Apartment is uninhabitable. If Landlord shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

12. **DANGEROUS MATERIALS.**

Tenant shall not keep or have on or around the Apartment any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on or around the Apartment or that might be considered hazardous.

13. **UTILITIES.**

Tenant shall be responsible for arranging and paying for all utility services required on the Apartment. Tenant shall not default on any obligation to a utility provider for utility services at the Apartment and any utilities unpaid at the termination of this lease shall be solely Tenant's responsibility.

14. **MAINTENANCE AND REPAIR.**

A. Damage to items that have resulted from Tenant's misuse, waste, or neglect, or that of the Tenant's family, agent, or visitor Tenant will be repaired or replaced, at Tenant's sole expense. Tenant shall keep and maintain the Apartment and appurtenances in good and sanitary condition and repair during the term of this Lease. In particular, Tenant shall keep the fixtures in the Apartment in good order and repair and keep the furnace clean.

B. Tenant agrees that no signs shall be placed or painting done on or about the Apartment by Tenant without the prior written consent of Landlord.

C. Tenant agrees to promptly notify Landlord in the event of any damage, defect or destruction of the Apartment, or the failure of any of Landlord's appliances or mechanical systems, and except for repairs or replacements that are the obligation of Tenant pursuant to Subsection A above, Landlord shall use its best efforts to repair or replace such damaged or defective area, appliance or mechanical system.

15. **ANIMALS.**

Tenant shall keep no domestic or other animals in or about the Apartment without the prior written consent of Landlord.

16. **RIGHT OF INSPECTION.**

Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the Apartment for the purpose of inspecting the Apartment and/or making any repairs to the Apartment or other item as required under this Lease.

17. **DISPLAY OF SIGNS.**

During the last sixty (60) days of this Lease, Landlord or Landlord's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the Apartment and enter to show the Apartment to prospective purchasers or tenants.

18. **HOLDOVER BY TENANT.**

Should Tenant remain in possession of the Apartment with the consent of Landlord after the expiration of the Term of this Lease, a new tenancy from month to month shall be created which shall be subject to all the terms and conditions of this Lease, but shall be terminable on thirty (30) days' notice by either party or longer if required by law. If Tenant holds over without Landlord's consent, Landlord is entitled to double rent, pro-rated per each day of the holdover, lasting until Tenant leaves the Apartment.

19. **SURRENDER OF PREMISES.**

At the expiration of the Lease, Tenant shall quit and surrender the Apartment in as good a condition as it was at the commencement of this Lease, reasonable wear and tear and damages by the elements excepted.

20. **FORFEITURE OF DAMAGE DEPOSIT - DEFAULT**.

It is understood and agreed that Tenant shall not attempt to apply or deduct any portion of any damage deposit from the last or any month's rent or use or apply any such damage deposit at any time in lieu of payment of rent. If Tenant fails to comply, such damage deposit shall be forfeited and Landlord may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purposes of this paragraph, it shall be conclusively presumed that a Tenant leaving the Apartment while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that Tenant shall perform the obligations of the Lease and shall be forfeited by the Tenant should Tenant breach any of the terms and conditions of this Lease. In the event of default, by Tenant, of any obligation in this Lease which is not cured by Tenant within fifteen (15) days notice from Landlord, then in addition to forfeiture of the Damage Deposit, Landlord may pursue any other remedy available at law, equity or otherwise.

21. **ABANDONMENT**.

If at any time during the term of this Lease, Tenant abandons the Apartment or any of Tenant's personal property in or about the Apartment, Landlord shall have the following rights: Landlord may, at Landlord's option, enter the Apartment by any means without liability to Tenant for damages and may re-let the Apartment, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting; Also, at Landlord's option, Landlord may hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. Landlord may also dispose of any of Tenant's abandoned personal property as Landlord deems appropriate, without liability to Tenant. Landlord is entitled to presume that Tenant has abandoned the Apartment if Tenant removes substantially all of Tenant's furnishings from the Apartment, if the Apartment is unoccupied for a period of two (2) consecutive weeks, or if it would otherwise be reasonable for Landlord to presume under the circumstances that the Tenant has abandoned the Apartment.

22. **SECURITY**.

Tenant acknowledges that Landlord does not provide a security alarm system or any security for the Apartment or for Tenant and that any such alarm system or security service, if provided, is not represented or warranted to be complete in all respects or to protect Tenant from harm. Tenant hereby releases Landlord from any loss, suit, claim, charge, damage or injury resulting from lack of security or failure of security.

23. **HOLD HARMLESS AND INDEMNIFICATION**. Tenant shall hold harmless and indemnify Landlord and Landlord's agents from and against any and all liability for injuries to Tenant, Tenant's guests or invitees and damage to the property of Tenant, Tenant's guests or invitees from whatever cause arising out of the use or occupancy of said Apartment by Tenant, Tenant's guests or invitees.

24. **KEYS**. In the event that Tenant damages or loses a key or damages a lock, Tenant will be assessed the cost of replacement of such key or lock. In the event that Tenant shall become locked out of the Apartment, Tenant shall pay Landlord a ten dollar (\$10.00) key duplication fee. Tenant shall not obtain duplicate keys without Landlord's prior written consent.

25. **NO WAIVER**. The acceptance of rent after it falls due, or after knowledge of any breach of this Lease thereof by Tenant, or the giving of any notice or making any demand, whether according to any statutory provision or not, or any other act or waiver shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given to Landlord, or as an election not to proceed under the provisions of this Lease.

26. **RULES.** Tenant shall keep and observe such reasonable written rules and regulations as may be required by Landlord or his agents which may be necessary for the proper and orderly care of the said Apartment.

27. **CONTINUING OBLIGATIONS.** Recovery of the Apartment by Landlord shall not relieve Tenant of any obligations hereunder, and Landlord may let the Apartment to others upon such terms and conditions as Landlord deems proper, and recover from Tenant a sum due hereunder, less any consideration received from others for the use of the Apartment, for the remaining term hereof, after paying expenses.

28. **REMEDIES CUMMULATIVE.** The rights and remedies of the Landlord under this Lease are cumulative, and the use of one or more thereof shall not exclude or waive the right to the use of any other remedy.

29. **GENDER.** The words "Landlord" and "Tenant" used herein shall include the plural thereof and the necessary changes required to make the provisions hereof apply to corporations or men or women shall be construed as if made.

30. **HEADINGS.** The titles to the paragraphs of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease.

31. **ATTORNEYS FEES.** In the event that Landlord hires an attorney in relation to a breach of this Lease, in addition to all the sums that may be due, Tenant shall pay a reasonable sum for the Landlord's attorney fees and court costs. Landlord and Tenant hereby stipulate that any attorney fees or any other costs incurred by Landlord in enforcing or complying with the terms of this Lease shall be deemed additional rent.

32. **SEVERABILITY.**
If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

33. **INSURANCE.**
Tenant acknowledges that Landlord will not provide insurance coverage for Tenant's property, nor shall Landlord be responsible for any loss of Tenant's property, whether by theft, fire, acts of God, or otherwise.

34. **BINDING EFFECT.**
The covenants and conditions contained in the Lease shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties.

35. **GOVERNING LAW.**
It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

36. **ENTIRE AGREEMENT.**
This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only by a writing signed by both Landlord and Tenant.

37. **NOTICES.**

Any notice required or otherwise given pursuant to this Lease shall be in writing; hand delivered, mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the Apartment and if to Landlord, at the address for payment of rent.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed this Day of Month, **201**__.

Tenant

Landlord

Tenant

Agent