

# AGREEMENT OF LEASE

**Lessor:** \_\_\_\_\_

**Date :** \_\_\_\_\_

**Lessee:** \_\_\_\_\_

<b>Premises Leased:</b>	<b>Total Rent :</b>
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<b>Deposit</b>	<b>Base Rent</b>	<b>UCSD</b>	<b>Recycling</b>	<b>Parking</b>	<b>Total Installment:</b>
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**Total Yearly Payment:** \_\_\_\_\_

**Payment Due:** \_\_\_\_\_

**Total Each Installment Payment:** \_\_\_\_\_

**Occupancy Begins:** \_\_\_\_\_

**Payment to be made payable to:**

**Occupancy Ends:** \_\_\_\_\_

**LESSOR AND LESSEE AGREE TO THE FOLLOWING:**

**1. RENT:** Lessee agrees to pay to Lessor, in advance, without demand, at \_\_\_\_\_, as rent for the demised premises, the total sum of \_\_\_\_\_. Lessee may elect to pay said rent in 12 equal installments of \_\_\_\_\_ in advance, with the first installment due upon signing this lease, and subsequent installments due on the first day of each month, beginning \_\_\_\_\_ and the final installment being due on \_\_\_\_\_. The term of occupancy shall be \_\_\_\_\_ days commencing \_\_\_\_\_ and terminating \_\_\_\_\_ at \_\_\_\_\_. Payment(s) may be made via cash, personal check, money order, or cashier's check only.

Monies received by Lessor from Lessee shall be applied in the following manner: First, to any utility payments due; Second, to any outstanding repair or cleaning bills; Third, to any damage deposit amounts due; Fourth to any late fees or service charges due; Fifth, to any past due rent amounts; Sixth, to current rent installment payments due; Seventh, to any other monies due.

All parties to this lease hereby grant prior consent for any Lessee to add one or more parking spaces(s) at any time after the initial signing of this lease. Additional rent payments and deposits for said parking to be made a part of this lease upon that Lessee(s) placing his/her initials and date hereon.

It is agreed by the parties hereto that the time of each and all such payments is the essence of this agreement. To cover Lessor's added costs for late payments, there shall be an increase of 5% assessed on the unpaid balance of each installment if not paid on or before the 1st day of the month in which that installment falls due. Furthermore, in addition to the 5% penalty mentioned above, an additional \$3.00 per day service charge shall be assessed by Lessor for every day after the 1st day that the installment remains unpaid. Where it is customary for multiple Lessees to divide the total installment amongst themselves and submit multiple individual payments to Lessor, a separate \$3.00 per day service charge shall be applied to each individual Lessee whose installment share remains delinquent. In the event that one Lessee, among several, elects to pay one or more installment shares in advance, the 5% penalty and \$3.00 per day service charge shall still apply to any other Lessees whose installment shares are delinquent. Installment payments are payable only during business hours of Lessor. Mailed payments shall be considered paid when received at Lessor's address herein provided. In the event that any amount due is not paid in good funds, Lessee shall pay Lessor a \$25.00 NSF fee in addition to any other assessments or service charges that may accrue before said amount is paid in good funds. Upon such occasion, Lessor shall have the right to demand all subsequent payments be made with cash, cashiers check, or money order.

The acceptance of rent after it falls due, or after knowledge of any breach hereof by Lessee, or the giving of any notice or making of any demand, whether according to any statutory provision or not, or any other act or waiver shall not be construed as a waiver of Lessor's right to act without notice or demand or of any other rights hereby given to Lessor, or as an election not to proceed under the provisions of this Lease.

**2. DAMAGE DEPOSIT:** Upon, or prior to, possession of premises, Lessee shall deposit with Lessor the sum of \_\_\_\_\_ as and for Damage Deposit for faithful performance by Lessee of each and every covenant, term, and condition of this Lease. A Deposit Return Statement, accounting for said sum, shall be sent to the last known address of Lessee post-marked within 30 days after the occupancy end date specified herein. The balance of said accounting shall be sent to Lessee within the statutory time limit provided that Lessee has fully, completely, and faithfully performed all of the provisions, terms, and covenants of this lease. In the event that Lessee shall deem to dispute said accounting, Lessee agrees to do so in writing and mailed via USPS, no later than 60 days after the termination date of this lease. It is further agreed that in such matter Lessee represents him/herself only and that Lessor is obligated to communicate solely with Lessee or Lessee's attorney and any claims made by Lessee after said 60 days shall be null and void. The Damage Deposit shall not be deemed or construed by Lessee as any of the rent or installment payments, though it may applied by Lessor to any shortage thereof at time of lease termination. Lessee's liability is not limited to the amount of the Damage Deposit.

Lessee agrees that the Damage Deposit will be applied against any damages to said leased demised premises, and to any damage to or loss of the appliances, furnishings, and fixtures of Lessor noted at Lease termination, excepting damages due to normal wear and tear, acts of God, or destruction by fire not caused by Lessee's negligence. Upon written notice to Lessee, Lessor may terminate this lease due to Lessee's damage to said leased demised premises. Lessee further agrees that the Damage Deposit will also be applied against any costs of cleaning, repairs, and maintenance incurred by Lessor due to Lessee's possession and occupancy of said leased demised premises. Said costs of cleaning, repairs or maintenance include, but are not limited to vacuuming, professional carpet cleaning, cleaning of bathrooms and bedrooms, scrubbing and waxing of floors, cleaning of oven/range, closets and cabinets, cleaning of windows, blinds, glass, and mirrors, defrosting and cleaning of refrigerators, re-establishment of utilities to facilitate such cleaning and repairs, painting and repair of any damaged or blemished wall or ceiling surface, and also exterminating and deodorizing expenses caused by uncleanness or pets. Lessee agrees that Lessor may deduct from Lessee's Damage Deposit Ten dollars (\$10.00) for each key not returned by Lessee to Lessor at the termination of this lease and \$50.00 (minimum) for labor to re-key each lock(s) to said demised premises in the event that all original keys are not returned. Lessee further agrees that any unpaid utility bills (gas, oil, electricity, water, sewer, sewer tax, trash, recycling, etc.) or any excess UCSD sewer use and usage fees as defined in clause 15 of this lease, or unpaid late fees, service charges, or NSF check fees will be deducted from Lessee's Damage Deposit. In the event that Lessee or his guest(s) damage said leased demised premises or the appurtenances thereof prior to the termination of

this lease, Lessee agrees to immediately reimburse Lessor for the costs thereof. Failure or refusal to do so by Lessee shall constitute a breach of this lease.

**3. APPLICATION:** The application for this Lease and all representations and promises contained therein are hereby made a part of this lease. Lessee warrants that the information given by Lessee in the application is true. If such information is false, Lessor may at his option terminate this lease by giving Lessee not less than five (5) days prior written notice. This shall not limit any other remedies available to Lessor.

**4. QUIET ENJOYMENT:** Lessor covenants that upon paying the rents and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term, provided further that Lessee shall not use the demised premises, or any part thereof, for any purpose that will disturb the inhabitants of other portions of the building and shall not permit radios, television, stereos or musical instruments or other noise producing equipment or voices on the demised premises to disturb the neighborhood or other occupants of the building containing said demised premises at any time. If any complaint results in a visit to the premises by the police or Lessor to settle the disturbance, there shall be added to the rent immediately due and payable a Noise Violation Fee of \$150.00 for each and every occurrence, payment of which shall not limit any other remedies available to Lessor.

**5. PROHIBITED ACTS:** It is agreed that Lessee will take reasonable and necessary precautions against freezing of the water pipes especially during holidays (i.e. keep the thermostat at 60 F or above), and that Lessee will permit no hair, thread, string, rags, sanitary products, rubbish of any description, fruit parings, grease, or banana skins to enter the drainage or waste pipes of said demised premises, and will pay all damage or expense occasioned by such neglect. Lessee agrees that there shall be no smoking on the demised premises whatsoever, and there shall be no use of gas/charcoal grills on balconies and porches. Said demised premises are furnished with smoke or CO detectors and fire extinguishing equipment which Lessee agrees to keep readily accessible and maintain in good working order at all times and to be held responsible in the event of any damages to said premises or persons, or property due to negligence in such matters. It is further agreed that Lessee shall neither engage in, nor permit any unlawful acts to be committed on the demised premises, nor use the premises for any purpose that will increase the insurance rate thereon. Lessee agrees to neither install any locks or security devices nor alter or attempt to bypass or defeat any present locks or security devices on, about, or within the demised premises. Lessee agrees to refrain from excessive use of small appliances and to obtain written permission from Lessor before operating or installing any window air conditioners or portable electric space heaters.

**6. USE OF PREMISES:** The demised premises shall be used and occupied by Lessee exclusively as a private residence, and no portion thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of demised premises, and the sidewalks and common areas connected thereto during the term of this lease.

**7. NUMBER OF OCCUPANTS:** Lessee agrees that the demised premises shall be occupied by no one other than the signatories hereto or those indicated as Lessees hereon.

**8. CONDITION OF PREMISES:** Lessee stipulates that he/she has examined the demised premises, including the grounds and all buildings and improvements, and that they are at the time of this lease, in good order and repair, and in a safe, clean, and tenable condition, and that no representations have been made as to the condition or repair thereof by the Lessor prior to or at the execution of this lease that are not herein contained or endorsed hereon, and that he/she will keep said demised premises in good repair and will replace all broken glass and screens with material of the same size and quality as that broken when such breakage shall have occurred as a result of Lessee's or guest's accident, abuse, or neglect, and will not allow anything to be hung out of the windows or from railings or walkways of said demised premises, and will at all times keep said premises and appurtenances, including all balconies, sidewalks, stairs and hallways leading to said premises in a clean, neat, and sanitary condition. Upon the termination of this lease in any way, lessee will yield up the demised premises to Lessor in a clean and sanitary condition. Lessee expressly agrees to pay all charges for cleaning, repairs and maintenance which Lessor may deem necessary to restore the demised premises to its original condition as at the time of possession, after termination of Lessee's occupancy.

**9. LIMITATION OF LIABILITY:** Lessor is not an insurer of Lessee's person or possessions. Lessee agrees that all of Lessee's personal property on the demised premises or elsewhere in or about the building shall be at the risk of Lessee only, and that Lessee will carry such insurance as Lessee deems necessary therefore. Except as provide by Illinois statute, Lessor shall not be liable for any damage occasioned by failure to keep the demised premises in repair, and shall not be liable for damage to Lessee's personal property occasioned by fire or any other calamity or for any damage occasioned by failure to keep said demised premises in repair or occasioned by or from the failure of plumbing, water, gas, oil, steam, or other pipes, or sewerage, or the bursting, leaking or running of any tank, water closet, or waste pipe in, above, on or about said building or demised premises, or for any damage occasioned by water, snow or ice being upon or coming through the roof or otherwise, nor shall Lessor be liable for any damage arising from the acts or neglects of other tenants or occupants of the same building or of any owners or occupants of adjacent property, or for any failure of water supply or any utilities, or any appliances, nor for any damage occasioned by electric wiring or other lighting or heating apparatus. Lessee covenants and agrees to make no claim against Lessor for any such damage, inconvenience, or loss of time.

**10. COMMON AREAS:** It is agreed that the common areas of the demised premises and grounds on which is located the demised premises including store rooms, laundry rooms, hallways, walkways, stairways, lawn and all other areas to be used in common by all occupants of the apartment building/house are provided gratuitously by Lessor, and that their use is not appurtenant to the demised premises hereto leased, and that Lessee hereby expressly agrees that if the same shall be utilized by Lessee, his/her family, servants, agents, employees, or visitors, such use will be at his, or their own risk, and that the Lessor shall in no event be or become liable thereby for any loss or damage to persons or property in these or any other portions of said building and grounds, even though such loss or damage shall be caused by the negligence of Lessor, or of his agent, servants or employees.

**11. WASTE:** At no time shall Lessee allow or commit any waste in or about the demised premises and grounds, nor the building of which they are a part, nor any furnishings therein, and shall at all times keep the said demised premises together with the fixtures and furnishings therein and appurtenances in a neat, clean, sanitary and uncluttered condition, and in good repair and free of vermin and rodents, all at his/her own expense, particularly so as not to materially interfere with the Lessor's actions to exhibit said premises for rent or sale, and shall yield the same back to the Lessor upon termination of this lease, in the same condition, except as repaired or altered by Lessor, as of the date of the execution hereof, loss by fire or reasonable wear and tear excepted.

**12. ALTERATIONS AND IMPROVEMENTS:** Lessee shall make no alterations to the demised premises or construct any building or make other improvements on the grounds of the demised premises without the prior written consent of Lessor. All alterations, changes and improvements built, constructed, or placed on the demised premises by Lessee, or his agent, with the exception of movable personal property without damage to the demised premises, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

**13. DAMAGE TO PREMISES:** If the leased premises shall be rendered or deemed uninhabitable by fire, flood, earthquake, or any act of nature, or by riot or civil unrest, or by war declared, or otherwise, or by act of terrorisms or sabotage, or by exercise of civil or military authority, Lessor may elect to provide comparable alternate housing at the current rental price, or terminate this lease agreement, with no further obligation upon Lessor, retaining all payments, deposits, charges, and fees applicable up to such time.

**14. DANGEROUS MATERIALS:** Lessee shall not keep or have on the leased demised premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the demised premises or that might be considered hazardous by any reasonable insurance company.

**15. UTILITIES:** Lessee agrees to promptly pay, in addition to the items specified above all bills assessed, taxed, levied, or charged for oil, gas, electricity, water, city sewer maintenance fees, Urbana-Champaign Sanitary District (UCSD) waste water treatment, recycling, telephone, internet, etc. for said demised premises directly to the provider(s) of said utilities, or in accordance with any utility agreement stipulated between Lessee and Lessor. \* It is agreed that the amount included in each rent installment for UCSD is an estimate based on average use and in the event that Lessee's actual use exceeds this estimate, Lessee shall reimburse Lessor for such excess upon demand.

**16. MAINTENANCE AND REPAIRS:** Lessee will, at his/her sole expense, keep and maintain the demised premises and appurtenances, and fixtures and furnishings, in good and sanitary condition and repair during the term of this lease and shall keep the walks in front of Lessee's unit free from

dirt, snow, and debris, and shall at his sole expense, make all required repairs to the demised premises, fixtures, and furnishings whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect, or that of his/her family, employee, agent, or visitor. Lessee shall neither damage nor litter the lawn, yard, or plantings but shall maintain the same in good and slightly condition at all times within the specifications of municipal ordinances. Lessee agrees to replace all burned out light bulbs during the term of this lease and at the expiration or sooner termination of this lease. Lessee agrees that no signs shall be placed or painting done upon or about the demised premises by Lessee or at his direction without prior written consent of Lessor. Lessee further agrees that professional carpet cleaning shall be scheduled by Lessor upon termination of this lease, to be paid for out of the balance of the Damage Deposit.

**17. ANIMALS:** Lessee shall keep or permit no domestic or other animals, birds, fish, reptiles, or other pets of any kind on or about the demised premises without the prior written consent of Lessor. Such consent shall be revocable by Lessor, or his agent, at any time, without cause. Upon written consent of Lessor that Lessee may have a pet, or pets, Lessee agrees to pay to Lessor an additional occupancy fee of \$250.00 for each pet; \_\_\_\_\_. Said amount shall not be refundable, nor shall it be applied to any pet-related repairs or cleaning. Lessee shall be responsible for the full cost of repairs and/or cleaning occasioned by the presence or actions of said pet(s). In no event shall any pet be permitted in any grass, garden plot, lawn or common areas unless carried or leashed. Upon discovery of any unauthorized animal, Lessee hereby agrees to pay to Lessor twice the standard pet fee, permit the immediate removal of the animal(s) by any means elected by Lessor, face imminent eviction without contest and pay to Lessor all rents due for the remainder of this lease.

**18. RIGHT OF INSPECTION:** By mutual consent of Lessor and Lessee: a.) Lessor shall have free access to the demised premises hereby leased for the purpose of examining or exhibiting the same, or to make needful repairs to, or alteration of said demised premises, which Lessor may see fit to make, and for the purpose of showing said demised premises to any persons, potential tenants or purchasers; b.) Lessor shall provide prior day's notice before entry where required by statute, except in cases of emergency, or when Lessee has requested service; c.) Lessee shall maintain functioning local telephone service or email address by which Lessor may satisfy statutory notice requirements; d.) Lessor may at his discretion decline to return phone calls to long-distance numbers and/or withhold notice of impending entry, inspection, maintenance, or showings from tenants who fail to provide a functioning local telephone number, or email address.

**19. DISPLAY OF SIGNS:** During the entire term of this lease, Lessor or his agent, shall have the privilege of displaying the usual "For Rent" or "Vacancy" signs, or the like, on the demised premises and of showing the property to prospective purchasers or tenants. Lessee shall display no signs whatsoever.

**20. SUBORDINATION OF LEASE:** This Lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

**21. HOLDOVER BY LESSEE:** At the termination of this lease, by lapse of time or otherwise, Lessee shall yield up immediate possession to Lessor and deliver all keys and security devices to Lessor, and failing to do so, shall pay as liquidated damages for the whole time such possession is withheld, a sum equal to triple the amount of the rent herein reserved, prorated and averaged per day of such withholding, yet in no cases shall said amount be less than \$100.00.

**22. SURRENDER OF PREMISES:** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof by the elements excepted, and in accordance with any addendums, Early Move-in Agreements, rules and instructions issued by Lessor as to the methods of surrender, vacant of any and all of Lessee's possessions. Lessee agrees to perform with Lessor, or his agent, a brief inspection of the demised premises so vacated at the precise time of lease termination for the purpose of establishing damage repairs, painting, and/or cleaning necessitated by Lessee's occupancy, and shall at that time surrender all keys and security devices and provide Lessor with forwarding addresses to facilitate return of the Damage Deposit Statement, and in the event that Lessee fails or refuses to be present or prepared for such inspection Lessee hereby expressly agrees to relinquish any right to contest any and all findings stated therein.

**23. DEFAULT:** If any default is made in the payment of rent, or any portion thereof, at the times herein before specified, or if any default is made in the performance of or compliance with any other term or condition hereof, this lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the demised premises and remove all persons therefrom upon due process of law. In the event of any default hereunder by Lessee, there shall be immediately due and payable all remaining rents, fees, and charges scheduled under Clause 1 of this lease and there shall be added to the amount immediately due hereunder all of Lessor's costs of collection including court costs and attorney's fees incurred in enforcing the terms of this lease, as well as damages. Likewise, Lessee may recover attorney's fees and court costs incurred to enforce this rental agreement should such a judgment be rendered by a court of law.

**24. ABANDONMENT:** If, at any time during the term of this lease, Lessee abandons the demised premises or any part thereof, Lessor may at his option, enter the demised premises by any means without being liable for any prosecution thereof, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may at his discretion, as agent of Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then un-expired term, and may receive and collect all rent payable by virtue of such re-letting, and at Lessor's option hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the un-expired term if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the demised premises by Lessee, then Lessor may consider any of Lessee's personal property remaining on the demised premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so. Lessee's failure to notify Lessor in writing prior to Lessee's absence from the premises with unpaid rent during the term of this lease for any period exceeding one week shall constitute abandonment. Disconnection of water, sewer, and/or power to the demised premises, for any reason, shall be considered prima facie evidence of abandonment by Lessee.

**25. ASSIGNMENT OR SUBLEASE:** Lessee shall not assign this lease, sublet said demised premises, transfer or dispose of said premises or any part thereof or any interest therein or agree to do so unless Lessor first consent to such assignment, sublease, transfer, or other disposition of said demised premises in writing, which such consent shall not be unreasonably withheld. Lessee expressly agrees to pay in advance of consent an administrative fee of \$100.00 to Lessor for performing the details attendant to such a transaction. It is agreed that the aforementioned fee is not a penalty, and shall not be refundable under any circumstances. Any unapproved attempted assignment, sublease, transfer, disposition or agreement to achieve any of the aforementioned matters shall be void and of no effect with respect to Lessor. In such event and at the election of Lessor, if such consent is not so obtained, Lessor may by election evidenced by written notice mailed to Lessee at the address of said demised premises, declare this agreement at an end and the rights and interests of Lessee hereunder forfeited. In the case of such forfeiture, Lessee agrees to surrender up immediate possession of said demised premises to Lessor. Lessor may assign this lease at any time without notice to Lessee. The rights and remedies of the Lessor 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.

**26. STORAGE:** Lessee shall not park any motor vehicles on the driveway or on any other place on or about said demised premises without the express written consent of Lessor. Lessee shall not store or park, either temporarily or permanently, any motor homes, house trailers, trailer, boats, or other similar vehicles anywhere on or about the demised premises.

**27. USE OF GOODS AND CHATTELS:** Lessee agrees that he/she will carefully and economically use the following listed goods and chattels:

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Lessee further agrees that he/she will not transfer the use or possession of such goods and chattels, or any part of the same, to any person or persons whomsoever, without the written consent of Lessor; that Lessee will not remove or allow any of such goods and chattels to be removed from the demised premises to any other place, removal from danger by fire or flood excepted, without the written consent of Lessor; that Lessee will not encumber or allow any liens to be attached to such goods and chattels; that Lessee will at no time expose such goods and chattels to the outdoor elements; and that Lessee will at the expiration or sooner termination of this lease surrender the goods and chattels detailed above to Lessor or his agent in as good state and condition as when the same were received, ordinary wear alone excepted, and subject to the provisions of this lease.

**28. RULES AND REGULATIONS:** Lessee agrees to fully comply with all rules and regulations, including reasonable amendments thereto which do not contradict the clear intent of the provisions of this Lease, which may be adopted by Lessor during the term of this lease and acknowledges receipt of a copy of the most recent set of those rules and regulations. Any failure by Lessee to comply therewith shall constitute a default hereunder.

**29. TERMINOLOGY:** The words "Lessor" and "Lessee" 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. BINDING EFFECT:** The covenants and conditions herein contained shall apply to and bind the heirs, estates, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

**31. DELAY IN DELIVERY OF POSSESSION:** In the event that possession cannot be delivered to Lessee upon commencement of the lease term, through no fault of Lessor or his agent, there shall be no liability on Lessor or his agent, but the rental herein provided shall abate until possession is given.

**32. COMMUNICATION EQUIPMENT:** Lessee shall be completely responsible for any services involving telephone, cable TV, satellite, digital and wireless data, internet, Ethernet, and all related equipment, devices, and wiring to and within the demised premises, and shall pay all associated charges for installation, alteration, maintenance and repair, usage fees, monthly bills, and long-distance charges. Lessees shall indemnify and hold harmless Lessor from any liability in connection with such equipment and its usage. Lessee shall obtain Lessor's written permission for any additions or alterations to existing equipment or wiring as well as installation of new equipment upon or within the demised premises, including satellite dishes, and shall immediately pay to Lessor all costs for removal of unauthorized equipment.

**33. KEYS:** Lessees agree there shall be no duplication of any keys utilized in connection with the demised premises nor shall lessee permit any keys, security devices, or access codes to be transferred to any person(s) not a party to this lease. In the event that Lessor is requested to admit Lessee to the premises, Lessee shall pay to Lessor or his agent, at the time of service, a Lockout Fee of \$25.00 during the hours of 9:00 am to 5:00 pm, Monday through Friday, excluding holidays, and \$50.00 during other hours. Such admittance is at the sole discretion of Lessor.

**34. VACATION PERIODS :** If the Lessee plans to be absent from the premises for a period exceeding 24 hours, lessee agrees to set the thermostat no lower than 60 degrees Fahrenheit during cold weather. In the event that any pipes become frozen due to lack of sufficient heat in the demised premises, or any other damages occur due to the lack of heat, Lessee shall be held fully responsible for the cost of all damages and related repairs. Lessee shall notify Lessor, in writing, prior to lessee's absence for any period exceeding one week.

**35. SEVERABILITY:** If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease or any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

**36. CITY OF URBANA, ILLINOIS, LANDLORD-TENANT & ZONING ORDINANCES:** If applicable, Lessee acknowledges receipt of a copy of Urbana Ordinance No. 9394-58 dated January 18, 1994 and entitled "An Ordinance Amending Chapter 12.5 of the Code of Ordinances, City of Urbana, Illinois, regulating Landlord-Tenant relationships." Pursuant to Urbana Zoning Ordinance, Section II-3; as evidenced by the signatures affixed hereto, it is agreed that no more than on household and three additional unrelated persons may legally occupy this rental unit.

**37. MISCELLANEOUS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor for a private dwelling the apartment/house designated above as "demised premises" together with the appurtenances thereof for the above term.

**IN WITNESS WHEREOF, the parties have executed this lease at Champaign, Illinois the day and year first above written.**

**LESSOR:** \_\_\_\_\_ **LESSOR'S ADDRESS AND PHONE NUMBER:** \_\_\_\_\_

By: \_\_\_\_\_  
Lessor's Agent

**LESSEE:** **SIGNATURE** \_\_\_\_\_ **PERMANENT HOME ADDRESS: (Including ZIP Code)** \_\_\_\_\_

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Rev: 3/09

Initials: \_\_\_\_\_