

Lease Contract Agreement

urbane choices, inc.

defining luxury in the urban renaissance

A lease agreement is a combination of both contract and property law. It's property law because it involves the rights to convey and occupy real estate. It's contract law because the lease is an agreement that defines each side's rights and responsibilities. A lease agreement is therefore a contract between landlord and tenant. Like all contracts, it is an exchange of promises. The most basic exchange is the tenant's promise to pay rent in exchange for the landlord's promise to provide the premise. Wherever lease is used following through out, it shall also mean contract. In the case of this lease, the tenant has the right to exclusive possession of the property for one year subject to the agreed-upon limitations set out in the lease, and the general legal obligation to return the property in good shape at the end of the lease agreement in exchange for paying the full lease amount on time as specified.

LESSOR HEREBY LEASES TO LESSEE(S) THE PREMISES KNOWN AND DESCRIBED AS: Uptown On Columbia addressed as _____ Champaign, IL 61820 and its indoor parking space in the Uptown. LEASE becomes valid the date of signing. THIS IS A NEW TENANCY. OCCUPANCY BEGINS August 1, 20___. OCCUPANCY ENDS at noon July 31st, 20___. MONTHLY RENT is \$_____.00. DATE DUE first day of each month and is considered paid late after the 5th of the month. Total contractual obligation of this contract without any fees is \$_____. This contractual obligation amount is to be divided into twelve monthly payments as indicated below. This lease is four pages in length.

Landlord (Lessor) : Urbane Choices, Inc.
Tenants (Lessee) :
Your regular monthly rent is : \$.00
Your damage deposit is: : \$.00

IT IS AGREED AS FOLLOWS:

Definitions-

Landlord may also be known as the lessor. The landlord is that individual(s) who has legal control over the property and the right to lease the property. The name(s) is listed above.

Tenant may also be known as the lessee. The tenant is that individual(s) who has filled out a rental application and signed this lease. Their name(s) is listed above.

Tenant Listee is that individual(s) listed by the tenant on the rental application. The privileges of the tenant listee are specifically limited to those outlined in Article 5 of this lease.

Please read carefully!

SPECIFIC TERMS The specific terms of this lease are designed to more clearly lay out the duties and rights of both the landlord and the tenant.

1: The landlord will deliver the unit in good clean condition, and free of insect Infestation or rodents on the beginning date of the Lease and Tenants will return the condo in the same condition. Tenants have examined the unit, know the condition thereof, and acknowledge receipt of the same in good condition and repair.

2: While occupying the unit the tenants shall immediately report any damage to the unit to the landlord. Damage means, but is not limited to, such things as dents or holes in the wall, stains in the carpet, gouges in the vinyl flooring, torn screens or broken windows, broken knobs on doors, loose towel bars. Any damage to the property must be reported to the landlord within one day of it occurring. Failure to promptly report damage is good cause for eviction.

3: The tenants shall promptly report all items that require maintenance to the landlord. It is the landlord's responsibility to respond promptly to the problem. He shall make the repairs or provide the tenant with a timetable as to when the repairs shall be made. If the tenants have caused the problem, the landlord may at his discretion delay repairs until the time when the tenants are able and ready to pay for the repairs. This in no way restricts or delays the landlord's right to proceed with eviction under other sections of this lease.

4: During the length of this lease the tenants shall be responsible for insect and rodent control inside their unit.
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5: The unit shall be occupied only by the tenants and person(s) listed by the tenants on the application for rental. The purpose for listing the immediate foregoing individuals is to specifically name those who may stay in the unit longer than two nights per month. No one except those listed above shall stay in the unit over night more than two nights per month without prior permission. Further, the total of all over night stays of all visitors in any one-month shall not exceed two nights.

6: The tenants will pay any repairs required due to damage caused by the tenants at the time of repair. Failure to promptly pay for such repairs is good cause for eviction. The landlord will make maintenance repairs as soon as reasonably possible. Any plumbing repairs caused by any articles flushed down the toilet or put down the drain will be paid for at the time of repair by the tenants. These articles include, but are not limited to, paper towels, food products, feminine sanitary products, tampon applicators (even those that state they are flushable), and excessive toilet paper.

7: Tenants may not run new inside wiring for telephones or data without prior permission from the landlord.

8: The landlord and his agents have the right of free access at reasonable times for inspections, maintenance, pest control, or the showing of the unit. If upon notification that is time to renew the lease the tenants are either not ready to renew or affirm that they are not going to renew, the landlord then has the right to show the unit at reasonable hours with a prior notice of two hours to the tenants before the showing.

9: The tenants shall immediately report to the landlord any problems with the furnace or hot water heater. Failure to do so shall be good cause for immediate eviction.

10: In the event the unit is rendered untenable due to fire or other accidents, the landlord may at his discretion terminate the lease, repair the unit within ninety (90) days, or offer an equal substitute. If the landlord should elect to terminate the lease any rents that may have been already paid for days beyond the date of termination, if the damage is not the fault of the tenants, shall be rebated to the tenants. This shall be done on a per diem from the date of election. If the landlord makes the election to terminate he must notify the lessees in writing.

11: The tenants shall observe such reasonable rules as required by the landlord which he deems necessary for properly and orderly care of the unit including the garage. Any such rules, that may from time to time be established, shall be dated and given to the tenants in writing. These rules shall become part of this lease and are covered by the language of this lease.

12: No items shall be left in the front foyer other than a door mat.

13: All animals, whether pets of the tenants or the property of guests are strictly banned from the property. Lessee agrees not to keep pets in or about the leased premises without the advance written permission of the lessor. Lessee understands that the prohibition of pets also applies to pets of lessee's guests or visitors. If lessor finds a pet on the premises, lessee hereby agrees to pay a fine of \$100.00 dollars as liquidated damages, and an additional fine of \$25.00 dollars for each additional day the pet remains on the premises. This fine shall be applied in all cases, even those where tenant is "keeping" the pet for a friend or the pet is just "visiting" with a guest or visitor of lessee. If the pet remains on the premises for a period of two days or more from the date it is first observed by lessor, then lessee's rights 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

14: No inoperative or unlicensed vehicles may be parked on the property. The landlord has the right after four days to serve written notice to remove the same.

16: The tenants agree to make no alterations, additions, or repairs to the premises without prior written consent of the landlord. No stick-on items should be applied to the walls or ceilings. Only picture hangers with nails may be used to hang items on walls.

17: The tenants will pay a late charge anytime the entire rent is not received by the landlord by the fifth day of each month, holidays and weekends included. On the sixth day of the month, a one hundred fifty dollar (\$150.00) late charge will be due immediately. This charge is specifically to cover the additional management costs required. Rent for any partial month will be due prorated by day. Rent for any partial days will be charged at the full daily rate.

18: Lessee's liability is not limited to the amount of the security deposit. Any balance of lessee's security deposit remaining due to lessee shall be returned to lessee's last known address within thirty (30) days after the termination of this lease. Lessee agrees that they are responsible for all damages to the property while the property is in their control when this damage is not covered by the landlord's insurance.

19: Tenants may be released from this Agreement, if approved by the landlord, by paying to the landlord a one-thousand dollar (\$1,000.00) fee upon notification of move out date and providing to the landlord an acceptable new tenant approved by the landlord; however the tenants of this contract still remains liable for the rent, utilities, damages, cleaning costs, and reasonable attorney fees of this lease until released in writing. The new tenant must sign a new lease for the remainder of the term. If the tenants request Urbane Choices, Inc. to search for a new sub-lessee then the \$1,000.00 is in addition to actual costs of this effort. Even if Urbane Choices, Inc. is unsuccessful in finding a sub-lessee the tenants are responsible for these actual costs.

20: Any rent check returned by the bank due to insufficient funds will be charged a twenty-five dollar (\$25.00) fee payable at the time the check is redeemed.

21: All tenants liable to the landlord for payment of rent or performance under the terms and conditions of this lease will be jointly and severally liable for the full amount of payment or performance under this lease.

22: The obligation of tenants to pay rent as provided for in this lease during its full term, or any extension hereof, or any hold over tenancy, shall not be deemed to be waived, released or terminated by the service of any five (5) day notice, demand for possession, notice that the tenancy hereby created will be terminated on a specified date, the institution of any action for forcible entry and retainer or ejection or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of tenant's right to possession of the demised premises.

23: Any holdover by lessee shall result in the creation of a month to month tenancy with double rent per month calculated on a per diem basis payable as per provided for in this lease. This immediate foregoing in no way should be construed as granting of extension to the lease. Its sole purpose is to establish price if, in violation of the lease, a tenant holds over a lease ending date.

24: The tenants shall provide sufficient heat at all times to prevent the freezing of water pipes on the premises. The tenant shall never turn the thermostat below 65 degrees. The tenants shall maintain water, gas and electric service during the full term of the lease period. Tenants must transfer all utilities into their name prior to occupancy. Trash pickup is included in the lease. A two yard dumpster is provided for the entire project. No items are to be left outside or beside the dumpster.

25: The landlord shall be responsible for paying the billings related to and from the Urbana-Champaign Sanitary District, City of Champaign sewer fees, trash hauling, lawn mowing and insurance on the rental property as well as periodic and incidental routine maintenance and as needed repairs to the property. These shall be paid first out of rents collected and if these prove insufficient out of other funds. The property taxes due and related specifically to this property which is known by its permanent index number of **42-20-12-279-030** shall be the responsibility of the tenant. The landlord shall pay these taxes from rents paid by the tenant as their amount is included within the total lease amount. The act of the landlord of paying the property taxes shall mean that the funds for the taxes came from the rents paid by the tenant. The tenant by paying the rent fully accepts, understands and agrees that it their responsibility to pay the full funds to cover the property taxes.

26: Lessee should procure renter's insurance on personal property belonging to the lessee. Lessor is not liable for loss or damage to personal property belonging to lessee.

27: There shall be in the unit and provided by the landlord is a side by side washer/dryer, range, dishwasher and refrigerator. These are for the exclusive use of the tenants and shall not be used by others. Repairs to these appliances resulting from normal wear shall be the landlord's responsibility. Damage caused by the tenants shall be charged against the tenants.

28: Lessee may not add window treatments on any windows where there are none without the prior approval of Urbane Choices, Inc..

29: The rental application is made a part of this lease. Any falsification on this application is good cause for eviction.

30: Any property left by the tenants upon vacating the unit shall be deemed abandoned and may be disposed of by the landlord. The tenants agree that any costs incurred by the landlord in this disposal are theirs to pay.

31: Should the tenants abandon the unit during the term of this lease the landlord has the right and option to take immediate possession thereof for the remainder of the term and at the landlord's discretion, remove and all property, release the unit for such rent and under such terms as the landlord may see necessary and apply the proceeds to the

balance of rent due. The tenants still remain liable for any unpaid balance of rent and for damages to the unit and for all hauling labor and landfill tipping fee charges and all reasonable fees required to collect money due.

32: The failure of the tenants to perform the foregoing covenants, or any one of them, shall constitute a breach of this lease and represents a good cause for eviction, and landlord may, under due process of law, evict tenants from said leased premises and may pursue any other remedy either at law or in equity.

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tenant initials _____

33: In the event of default, lessee agrees to pay Court costs and attorney's fees incurred by lessor in enforcing the terms of this lease as well as in collecting damages, cleaning, and repair costs.

34: Tenant shall use furniture coasters with either a padded or smooth flat bottom under the legs of all furniture. Strictly forbidden for use are pianos, pool tables and any furniture over 250 pounds in weight without prior approval in writing from Urbane Choices, Inc.

35: The tenants shall have one garage space in the garage building. No items may be stored in the garage. The overhead garage door shall never be left open.

36: Tenant's Certification. *Tenants certify that they have read the entire contents of this lease. It is expressly agreed that this is the only lease between tenant and landlord and no verbal agreements of any kind shall be binding on the parties here.*

37: Integration Clause. *The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute or otherwise. If any provisions of this lease or any part of a provision of this lease shall be invalid or unenforceable under applicable law, such provision or part of a provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease. This lease is and shall be deemed made and entered into in Champaign, Illinois upon the signing and dating by both parties.*

IN WITNESS WHEREOF:

LANDLORD _____
Michael Markstahler for Urbane Choices, Inc.

TENANT(s) _____
Dustin M. Sickinger and Melinda C. McCormick