

LEASE AGREEMENT

Tenant(s) _____

Owner(s) Moisson Property Management, LLC

Term of Lease: _____

Address: _____, Champaign, IL 61820 Apt.# _____

Rent \$ _____ per month + \$ _____ Technology Fee

1. **Rent is due by the first business day of the month.** Rent is payable at **901 S. Neil Street, Suite A, Champaign, IL 61820.** Tenant(s) will pay a late fee of Thirty-five dollars (\$35.00) in addition to their rent each month their full monthly payment is not received by the **Owner(s)** before 5 p.m. on the fifth business day of the month. If the rent or other charges, or any part thereof, remain unpaid for 10 days, an additional charge of \$10.00 shall become immediately due and payable for each day after the first business day of the month that the balance remains unpaid. **Tenant(s)** further agrees to pay **Owner(s)** a handling charge of Thirty dollars (\$30.00) for each check returned by the bank for any reason including, and not limited to, insufficient funds. Further, if any rent payment is returned by the bank for any reason whatsoever, **Tenant(s)** are also required to pay the \$35 late fee.

2. Prior to occupancy, **Tenant(s)** agrees to pay a Damage Deposit of \$ _____. It is expressly agreed and understood that the deposit is neither an advance payment of the rent nor any part or installment thereof, nor is it a measure or limitation of the **Owner(s)(s')** damage in the event of a breach of this Lease Agreement. Should a breach or default on the part of the **Tenant(s)** occur, **Owner(s)** shall have the right to use and apply the said deposit in the manner provided and permitted by law. Deposit is fully refundable if Lease Agreement is fulfilled and property is left in satisfactory condition. Specifically:
 - a. Prior to **Tenant's(s')** occupancy of the property, the premises will be inspected by the **Owner(s)** and the **Tenant(s)** and a written description of the condition of the property at that time will be signed by both **Owner(s)** and **Tenant(s)**.
 - b. While the **Tenant(s)** occupy the property, the leased premises are kept clean and in good repair. Damage done during occupancy, excluding ordinary wear, can, at the sole discretion of the **Owner(s)**, be remedied before the end of the lease term. Such remediation will be paid for by the **Tenant(s)**. "Ordinary wear" is herein defined as damage that can reasonably be expected over the life of the leased premises or other property including, and not limited to, the common areas, when the leased premises or other property is used properly, for their intended use. Ordinary wear specifically excludes carelessness, indifference, deliberate acts of damage or destruction, as well as damage by fire, water or other casualty, and is not limited to these exclusions. If the Damage Deposit is reduced by such repair or replacement, said Damage Deposit will be restored to the full amount by the **Tenant(s)** within seven business days.
 - c. During the final four days of occupancy, the premises will be inspected.
 - d. **Tenant(s)** agrees to clean the leased property prior to departure as well as pay for any damages caused to the leased property which were not previously recorded, excepting damages due to ordinary wear. A statement itemizing the cost of any repairs shall be furnished by the **Owner(s)** to the **Tenant(s)** including the names, addresses, and fees of persons doing repair or cleaning, or if such work is done by the **Owner(s)**, the cost of materials and reasonable compensation for **Owner(s)(s')** labor. **Owner(s)(s')** labor rate is \$50/hour.

3. **Tenant(s)** and **Owner(s)** agrees that in the event of default or breach of any conditions, clauses, or covenants herein the defaulting party will pay for any reasonable attorney's fees or other costs which may be incurred in enforcing the terms of this Agreement. **Tenant(s)** agree to pay all reasonable costs **Owner(s)** incur to collect this debt. This includes, unless prohibited by law, all reasonable attorney's fees, filing fees, court costs, collection agency costs, service fees, and other related collection costs or contingencies. **Tenant(s)** understand that if any unpaid balance is turned over to **Owner(s)** collection agency that a fee ranging from 35%-50% will be added to the total balance due.

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4. **Tenant(s)** forfeits Damage Deposit if **Tenant(s)** terminates the lease before the end of the term of the lease. Such termination shall not discharge **Tenant(s)** from liability for rent herein reserved, nor from any other obligations under this Lease Agreement.
5. The Rental Application submitted by the **Tenant(s)** is hereby considered an addendum to this Lease Agreement, and if any material facts in the Rental Application are untrue or if the premises are occupied by anyone other than **Tenant(s)** as stated in the Rental Application, **Owner(s)** shall have the right to terminate this Lease Agreement. Such termination shall not discharge **Tenant(s)** from liability for rent herein reserved, nor from any other obligations under this Lease Agreement.
6. **Tenant(s)** shall use leased property as a residence. Occupancy is limited to _____ . Subletting is prohibited. Any change in occupancy of the property requires the written approval of the **Owner(s)**, excepting children born hereafter. \$10 additional monthly charges, payable with the monthly rent, for any approved additional person. Any unauthorized change in use or occupancy shall result in termination of the lease and forfeiture of the deposit. Such termination shall not discharge **Tenant(s)** from liability for rent herein reserved, nor from any other obligations under this Lease Agreement.
7. No dog(s) are allowed but up to two cat(s) are allowed. If a **Tenant(s)** chooses to have one or two cats in the apartment, a Pet Agreement addendum must be signed and agrees to \$10 additional amount each month paid with the rent. In the event **Tenant(s)** has an unauthorized animal in the apartment, **Owner(s)** may call the local humane society to take possession of the animal.
8. Both **Owner(s)** and **Tenant(s)** are required to give one hundred twenty **days notice** prior to the end of the term of the lease if either **Owner(s)** or **Tenant(s)** does not intend to renew the lease. Failure to do so by **Tenant(s)** may, at the **Owner(s)'s** option, result in an automatic annual renewal of this Agreement.
9. **Tenant(s)** pays electricity and gas. Reasonable water and sewer charges will be paid by the **Owner(s)**. One standard 2-yard trash receptacle will be paid by the **Owner(s)**. Any other utilities like cable television or satellite subscriptions or telephone are at the option and sole responsibility of the **Tenant(s)**. Written permission is required for any satellite dishes. [NOTE: Varies by building.]
10. **Tenant(s)** agrees to park only in space _____. The charge for parking is included in the rent. No guest parking is provided. [NOTE: Varies by building.]
11. In the event that the **Owner(s)** provides broadband services to **Tenant(s)** and **Tenant(s)** receives such services in the apartment, **Tenant(s)** agrees that:
 - a. **Tenant(s)** will adhere to any and all rules and regulations promulgated by **Owner(s)** or the broadband service provider with respect to the use of such services to the extent allowed by law; **Owner(s)** reserves the right to restrict monthly bandwidth use, which may mean tenant is required to provide their own broadband services.
 - b. **Tenant's(s')** use of such broadband services will not interfere with or disturb or threaten the rights, comforts or conveniences of other persons in the apartment community and will otherwise not be used in a manner that constitutes a violation of this Lease; and
 - c. **Tenant(s)** assumes all responsibility and risk with respect to the use of such broadband services. **Owner(s)** is not responsible for any damage or loss, nor for the strength of the broadband or other cable signals.
 - d. **Tenant(s)** agrees to pay \$50 Technology Fee. [NOTE: Varies by building.]
13. **Owner(s)** may provide coin-operated laundry facilities at their discretion. **Owner(s)** may choose to discontinue providing laundry facilities at their discretion. Laundry room is for **Tenant(s)** use only. **Tenant(s)** agrees to use the laundry room at their own risk. **Owner(s)** is not responsible for fire, theft, or damage to personal articles in the laundry room. Items placed in machines must be removed immediately upon completion of the cycle. Laundry facilities may be used ONLY between 8:30am and 10:30pm. **Tenant(s)** agrees to clean up after himself/herself. **Tenant(s)** agrees to not leave or store personal items in the laundry room, including but not limited to laundry soap, bicycles, boxes, and clothing. **Owner(s)** may use security cameras in the laundry room at their discretion.
14. **Tenant(s)** will conduct himself/herself and require other persons affiliated with the **Tenant(s)** in any way, on the premises with or without his/her consent, whether known by the **Tenant(s)** or not, to conduct themselves in a

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manner consistent with neighboring Tenant's enjoyment of their premises. Any disruptive, illegal, or publicly offensive behavior or behavior that endangers health and safety by the **Tenant(s)** or by other persons affiliated with the **Tenant(s)** in any way including, and not limited to, illegal drug use, shall result in termination of the lease and the forfeiture of the Damage Deposit. Having the authorities called two or more times to your unit during the term of the lease shall result in termination of the lease and the forfeiture of the Damage Deposit. Such termination shall not discharge **Tenant(s)** from liability for rent herein reserved, nor from any other obligations under this Lease Agreement.

15. It is expressly understood and agreed that, unless liable under law, **Owner(s)** will not be liable for any damage or injury to any person or persons which may occur on the premises for the duration of this agreement; nor will the **Owner(s)** be liable for any personal property which is stolen or damaged due to flooding, leaks, fire, malfunction of equipment, structural problems, or for any reason whatever. All persons and personal property anywhere in or on the property will be at the sole risk and responsibility of the **Tenant(s)**. To the fullest extent allowed by applicable law, **Owner(s)** expressly disclaims any and all warranties, whether express or implied relating to the apartment or any furniture, furnishings, equipment or appliances, if any, in the unit including, and not limited to, warranties of fitness for a particular purpose, merchantability, habitability or suitability. **Owner(s)** does not disclaim the implied covenant of quiet enjoyment.
16. **Tenant(s)** shall use in a reasonable manner all electrical, plumbing, sanitary, heating, air conditioning, and other fixtures, facilities and appliances in the premises. **Tenant(s)** shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises (including fixtures, facilities, and appliances) or permit any person to do so. **Tenant(s)** shall not use or keep on the premises torchiere lamps that use any kind of halogen bulb(s). Sanitary napkins shall not be disposed of in the plumbing system. Water, bodily waste and toilet paper are the only items that may be disposed of in the plumbing system. **Tenant(s)** shall be responsible to repair at his/her expense any damage caused by his/her failure to comply with these requirements.
17. **Tenant(s)** acknowledges that the apartment is located in a State which has a climate conducive to the growth of mold and mildew. It is, therefore, necessary to provide proper ventilation and dehumidification to the apartment to minimize the growth of mold and mildew. The only effective method to properly condition the air is to operate the heating and/or air conditioning ventilation system at all times throughout the year, even during those times when outside temperatures are moderate. Please understand that **Owner(s)** is not responsible for any injury, illness, harm or damage to the apartment or any person or property caused by or arising from, in whole or in part, mold or mildew.
18. **Tenant(s)** will give **Owner(s)** prompt notice of any known defect, breakage, malfunction or damage to or in the structure, equipment, or fixtures in or on the property. This however does not obligate, and is not to be understood, interpreted, construed, or in any way to imply that **Owner(s)** is obligated or expected to repair or correct such defect, breakage, malfunction, or damage.
19. Except as otherwise noted herein, **Owner(s)** will maintain the property in good repair and tenantable condition and will be responsible for all repairs not due to the fault or negligence of the **Tenant(s)** during the continuance of this Lease Agreement.
20. Upon reasonable notice to **Tenant(s)** and at reasonable times, **Owner(s)** may enter the premises in order to
 - a. inspect the property;
 - b. make necessary or agreed repairs, alterations, or improvements;
 - c. supply necessary or agreed services;
 - d. exhibit the property to prospective or actual purchasers or tenants, appraisers, mortgagees, or
 - e. make the premises available to workmen or contractors. In the event of an emergency **Owner(s)** or their agent may enter the dwelling without prior notice or consent of the **Tenant(s)**.
21. If the property shall be partially damaged by fire or other cause without the fault and neglect by **Tenant(s)** the damage shall be repaired by and at the expense of the **Owner(s)** and the rent, according to the extent that the property is rendered untenable, shall be suspended until such repairs are completed. If the property is damaged by fire or other cause to such extent that the **Owner(s)** shall decide not to restore the property to the former condition or **Owner(s)** shall decide to demolish said property, then and in either of such events, **Owner(s)** shall have the option to terminate this Lease by written notice to **Tenant(s)**, and the term of this Lease shall terminate on the day such notice is given with the balance of the rent due hereunder adjusted to the date of such termination.

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22. Five or more days absence by **Tenant(s)** from the leased premises with rent being unpaid, and/or removal of a substantial portion of **Tenant(s)** personal property, which gives **Owner(s)** reason to believe **Tenant(s)** has vacated or abandoned the premises with no apparent intent to return, shall be deemed abandonment by the **Tenant(s)**. Upon the occurrence of such abandonment, the rent for the entire term shall become at once due and payable and **Owner(s)** shall also have the right and option to re-enter said premises, and act as **Tenant(s)** agent to take possession thereof, to remove and dispose of any and all property there from, to apply the proceeds so received toward the payment of **Tenant(s)** rent under this lease, and to re-let the premises. Such entry and re-letting shall not discharge **Tenant(s)** from liability for rent herein reserved, nor from any other obligation under the terms of this lease. Any and all property removed from the premises by **Owner(s)** hereunder shall be handled, removed and stored by **Owner(s)** at **Tenant(s)** risk, cost and expense; provided, however, the **Owner(s)** shall use reasonable care to prevent any damage or loss to property. All such property not claimed by **Tenant(s)** within fourteen (14) days shall be disposed of by **Owner(s)**, and **Owner(s)** is hereby relieved of all liability for doing so. **Owner(s)** shall have the lien granted by law upon all furniture and other property of **Tenant(s)** for their rent, accommodations and services, and the **Tenant(s)** hereby grants to the **Owner(s)** a lien upon all personal property brought into said premises, and **Owner(s)** may enforce said lien as provided by law, or by entering said premises and either taking possession thereof and the belongings contained therein. Said lien may be enforced whenever rent is due and unpaid. Enforcement of the lien shall not operate to waive any other rights of the **Owner(s)** in unlawful detainer or otherwise.
23. **Tenant(s)** will not stay in possession of the premises after the term ending of the lease without the prior approval of the Owner(s). If written permission is not granted by the Owner(s), **Tenant(s)** understands that he/she is trespassing, and agrees to pay a \$100.00 penalty for each day of such occupancy. If **Tenant(s)** desires to vacate before the end of the lease term, **Tenant(s)** will be held liable for the rest of the term and responsible for all expenses in seeking another tenant. In the event a **Tenant(s)** vacates the property prior to the end of the lease, **Tenant(s)** agrees to give Owner(s) written notice of **Tenant(s)** early move-out. It is agreed by and between the parties that in the event no written notice is given by **Tenant(s)** to Owner(s), the termination date set forth in the lease shall be used to determine the date **Tenant(s)** vacated said property.
24. No waiver or oversight of any breach of any covenants, conditions, or agreements herein contained or compromise or settlement relating to such a breach shall operate as a waiver of the covenant, condition or agreement itself, or any subsequent breach thereof.
25. At all times during occupancy of the property, **Tenant(s)** agrees to maintain a telephone in working order, the number of which is listed in the Champaign-Urbana telephone directory, or through dialing directory assistance, or provided to the **Owner(s)**.
26. If **Tenant(s)** loses an apartment door key or mail box key, lost key charge is ten dollars. (\$10) This assumes the **Owner(s)** is available to replace the key. If the **Owner(s)** are not available and the **Tenant(s)** needs to call a locksmith (Dave & Harry Locksmith, 217-352-5034), the **Tenant(s)** is solely responsible for all incurred costs. **Tenant(s)** agree to not change or add any locks without **Owner(s)** permission.
27. When this agreement is signed by more than one Tenant, each signee is jointly and severally liable. This means each **Tenant** that signs this agreement is fully responsible for abiding by the terms and conditions set forth herein.
28. All individual provisions, paragraphs, sentences, clauses, sections and words in this lease shall be severable and if any one or more such provision, section, paragraph, sentence, clause or word is determined by any court, administrative body, or tribunal, having proper jurisdiction, to be in any way unenforceable, or be in any way violative of or in conflict with any law of any applicable jurisdiction such determination shall have no effect whatsoever on any of the remaining paragraphs, provisions, clauses, sections, sentences, or words of this lease.
29. No alterations, additions, omissions or improvements may be made on or to the premises without the prior written consent of the **Owner(s)**. In the event such written consent is given, **Tenant(s)** hereby agrees that the quality of any and all work will be done to the satisfaction of **Owner(s)**. When work is done satisfactorily, written notice will be provided by **Owner(s)** to **Tenant(s)**. Any alterations, additions or improvements will become the property of the **Owner(s)** when the **Tenant(s)** departs, unless the premises can be restored to its original condition.
30. Tenant(s) will not attach, affix, or exhibit or permit to be attached, affixed or exhibited except by Owner(s)

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31. Additional Rules and Regulations

- a. **Tenant(s)** agrees to move in and remove their property from the premises from 6:00 am to 11:00pm only.
- b. Smoking by Tenant(s) or their Guest(s) is strictly prohibited anywhere on the property, including inside the building, apartments, hallways, stairways, laundry room, and outside parking lot and any other areas outside the building. Two or more written violation notices directed toward Tenant(s) shall result in termination of the lease and forfeiture of the Damage Deposit. This includes any kind of smoking, legal and illegal.
- c. No personal property or belongings of the **Tenant's(s')** shall be stored outside of the Leased premises without the prior permission of the **Owner(s)**.
- d. **Tenant(s)** agrees to keep electricity and/or gas turned on and paid current in the said apartment and to keep the temperature at 60 degrees Fahrenheit or higher at all times.
- e. No business requiring visits by customers may be run out of leased property. No daycare facilities may be run out of leased property.
- f. **Tenant(s)** agrees not to cause or permit any alterations or do any decorating without the prior written consent of the **Owner(s)**.
- g. **Tenant(s)** agrees not to hang or allow laundry on balconies or on or from windows and not to allow balconies, hallways or stairways to be used for storage.
- h. **Tenant(s)** agrees not to cause or permit any loud, boisterous noises that would be objectionable to other persons or the **Owner(s)**. All radios, televisions, stereos, etc., shall be kept at a minimum noise level at all times, especially between the hours of 10pm and 9am.
- i. Charcoal cooking is not to be done on balconies or under overhang of building, porch, balcony or patio.
- j. Tenant(s) agrees not to permit nor allow any rubbish or waste material to accumulate in or about the premises.

31. MISCELLANEOUS

- a. This contract has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect. Venue for any action shall be proper in the county in which the apartment is located.
- b. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Agreement, the text shall control.
- c. Any and all Addenda attached or associated with this Lease Agreement shall be considered to be part of and included in this Lease Agreement. This Lease Agreement, as well as any and all Addenda, contains all the terms agreed upon by the parties with respect to the subject matter of this Lease Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written.
- d. This Lease Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

AGREED DATE _____

Owner(s)/Manager(s) _____
Moisson Property Management, LLC

Tenant(s) _____

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**Moisson Property Management
Disposal System at 311 S. Prairie, Champaign**

The disposal system at 311 South Prairie, Champaign, is different from that of a typical home. In a typical home, gravity causes the waste to flow through pipes into the city's sewer system with no assistance. In this building, waste from the building goes into a pit, and is then pumped up and out through pipes into the city's sewer system. The pump is like a garbage disposal in that blades chew up the waste before it is pumped forcefully up and through a 90 degree angle and into the city's sewer system.

When items are flushed that should not be, these items get tangled in the pump blades and cause the motors to freeze. With the pumps not working, the pit fills up until it starts backing up into apartments. This requires us to turn off the water to the entire building until the pit can be pumped out and the pumps replaced. Depending on the day and time of day that happens, it may be overnight or longer before the pumps can be replaced.

You may ONLY flush bodily waste and toilet paper.

Please do not flush:

- ** condoms
- ** paper towels
- ** string mop heads (yes, we found one in there)
- ** feminine hygiene products
- ** "flushable" wipes

Thank you for your assistance. Hopefully by following these guidelines we'll be able to keep the problem from reoccurring, forcing a water turnoff.

Tenant

Date _____

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