

LEASE - Form U

THIS LEASE is made between PLATINUM GROUP PROPERTIES, LLC, hereinafter called LESSOR, and Tenant(s):
_____ hereinafter called LESSEE. BZ Management acts as managing agent.

Term Beginning - 12:00 noon on: _____ Term Ending - 12:00 noon on: _____

Total Rent: _____ Monthly Payments: _____ Security Deposit: _____

The Lessor, for and in consideration of the covenants and agreements herein stated, to be kept and performed by the Lessee,

hereby leases to the Lessee the premises known as _____, Apt. _____, Urbana, IL 61801.

Heat _____ Water _____ Sewer _____ Garbage _____ Electric _____ Gas _____ Parking _____ Furnished _____

LEASE AGREEMENTS AND COVENANTS

1. **RENT.** Lessee shall pay to Lessor's agent, BZ Management, the monthly rent set forth above on or before the 1st day of the month, in advance. Rent payments shall be mailed to BZ Management, P.O. Box 3455, Champaign, IL 61826-3455, or to such other address as Lessor may later designate in writing. The time of each and every payment of rent is of the essence of this lease. The Lessee agrees to pay a late rent fee of 5% of the unpaid balance for rent not paid by the 5th of the month. Lessee will be charged \$25.00 for checks returned for any reason, in addition to any other charges incurred by Lessor in connection with the returned check. Lessor reserves the right to require that payment of rent be made in cash, money order or cashier's check. The acceptance by management of partial payments of rent due shall not under any circumstances constitute a waiver of the Lessor nor affect any notice or legal proceedings in unlawful detainer therefore given or commenced. Lessee shall pay the full amount of Total Rent as set forth in this lease, without regard to the number of days said unit is actually occupied by Lessee. Lessee authorizes Lessor to inform local credit agencies of Lessee's credit performance regarding payment of rent. Failure to pay rent or use of security deposit as last month's rent may be reported to the local credit agency and become part of Lessee's credit history. If the lease term begins on any day other than the 1st day of the month, Lessee shall still pay a full months' rent upon moving in, said rent to be applied to the partial first month and partial last month of the lease.

2. **SECURITY DEPOSIT:** Lessee agrees to pay a security deposit to Lessor which, if necessary, will be forfeited and applied to the costs of repairing damages incurred by Lessee, or to cleaning charges, rent due, or attorney's fees and expenses incurred by Lessor in enforcing the terms of this lease. It is expressly agreed and understood that the security deposit is neither an advance payment of rent herein reserved nor any part or installment thereof, nor is it a measure or limitation of Lessor's damage in the event of a breach of this lease. **Lessee may not use security deposit as last months' rent, unless Lessor, at Lessor's discretion, grants written permission to do so.** Any portion of said deposit not forfeited and applied to the items named above shall be returned to Lessee in accordance with Illinois law, but in no event shall Lessee be entitled to the return of said deposit prior to the expiration of this lease. At the Lessor's discretion, a deposit refund check may be mailed to Lessee's last known address, or to such updated address as may later be given in writing by Lessee. Once Lessee knows his/her new address, Lessee shall send a self-addressed, stamped envelope to Lessor's post office box noted above. Said self-addressed envelope may then be used to refund Lessee's deposit, provided the envelope was timely received by Lessor. If a lease involves multiple tenants, a single refund check may be processed, payable jointly to all tenants who paid security deposits to Lessor, and Lessee shall provide the name and address of a single party to whom the deposit refund check is to be mailed. All such tenants must endorse the refund check in order for it to be negotiable. Lessee(s) agrees to the terms herein: _____

3. **CONDITION OF PREMISES:** It is stipulated that Lessee has examined the premises, including basic furniture, furnishings and equipment, if any, and that at the time of this lease, they are in good order and repair, and in a safe, clean, habitable condition. If Lessee takes possession of the leased premises prior to the stated commencement date, Lessor shall have no obligation to clean the premises and contents and Lessee agrees to deliver said furniture, furnishings and equipment in as good condition and repair at the termination of this lease, together with the keys to the premises. A charge for changing locks and administrative time may be imposed on Lessee if keys are not turned in by the expiration date and time of this lease.

4. **RESIDENTIAL USE:** Lessee agrees that the premises shall not be occupied or used by more than _____ adult(s). Landlord reserves the right to control the number of people in occupancy. All adults residing in the apartment are considered tenants, their names must be on the lease, and completed applications must be on file for each adult. Lessee is responsible for the behavior of all family members and guests. Lessor requires Lessee and their guests to conduct themselves so as not to disturb the neighbors or endanger the safety of others. Lessee is required to comply with all state laws and local ordinances and shall refrain from violating any criminal laws. The possession or use of illegal drugs (including arrest constituting *prima facie* evidence of violation) on the premises shall be deemed to be a default in the Lease and entitle the Lessor to immediate possession of the premises. At Lessor's sole discretion, Lessor retains the right to bar individuals from the premises.

5. **REPAIRS, INSPECTION, AND EXHIBITING:** The Lessee agrees to allow the Lessor or Lessor's agent at a reasonable hour to enter the said premises for the purpose of inspecting the same, for making repairs that they may deem necessary or desirable, or for showing the premises. Lessor agrees to respect the Lessee's right to privacy. Lessor may show premises with no advance notice within 60 days prior to expiration of lease.

6. **ASSIGNMENTS AND SUBLETTING:** Lessee covenants that (s)he will not sublet the premises or any part thereof, nor assign this lease without the written consent of the Lessor in each case. The fee for subletting is actual costs incurred.

7. **TERMINATION.** Lessee shall not have the right to terminate this lease except by written consent of the Lessor.

8. **TEMPERATURE SETTING:** Lessee agrees to keep the temperature (thermostat setting) at 60° F. or greater at all times.

9. **MAINTENANCE:** Lessee agrees to call Lessor or his agents for the purpose of reporting repair or maintenance problems. Lessor agrees to maintain the premises in accordance with all applicable building and maintenance codes and further agrees to perform promptly all needed repairs to the premises, appliances, and furnishings, at Lessor's sole expense, except for damage resulting from Lessee's negligence. Because of the large number of miscellaneous items typically called to Lessor's attention when tenants first take possession of premises, Lessee should allow a reasonable time for minor problems to be rectified. Major problems will be rectified at the earliest possible time.

10. **DUE CARE OF LESSEE:** Lessee will take reasonable and necessary precautions against freezing of the water pipes, and shall not permit refuse to be placed in the premises' drainage or waste pipes which may cause stoppage in the pipes. If any damage or expense is occasioned by such acts, Lessee shall pay for necessary repairs.

11. **UTILITIES:** Utilities that are included in rent or paid by Lessor are indicated in the boxes appearing above. Otherwise, Lessee shall pay all separately metered electric, gas, and water charges for the leased premises as billed by the utility companies from the term beginning of this lease until the term ending date of this lease, which includes utilities billed within the lease effective dates for said unit.

12. **LIMITATION OF LIABILITY:** Lessor shall not be liable for any damage or injury occasioned by or from electric wiring, plumbing, water, ice, snow, rain, gas or sewerage or any other damages or injury howsoever caused, nor shall Lessor be responsible for any accident to the Lessee or any occupant of the premises, resulting from any cause whatsoever, and the Lessee agrees that (s)he will not hold Lessor liable in any way, whether such accident occurs on the premises, or in any part of said building, unless caused by Lessor's negligence.

13. **ABANDONMENT AND DISPOSITION OF PROPERTY.** Lessee shall be deemed to have abandoned the premises by being absent with visible intent not to return and with rent unpaid. Upon the occurrence of such abandonment, the rent for the entire term shall become at once due and payable and Lessor shall also have the right and option to re-enter said premises, and act as Lessee's agent to take possession thereof, to remove and dispose of any and all property therefrom, and to re-let the premises. Such entry and re-letting shall not discharge Lessee from liability for rent herein reserved, nor from any other obligation under the terms of this lease.

14. **MOVE-OUT:** Lessee shall owe rent for the full term of the lease even if Lessee chooses to move out early.

15. **HOLDING OVER:** Without the prior written approval of the Lessor, Lessee shall not retain possession of the premises beyond the last day of the lease term. If Lessee fails to vacate the premises at the expiration of the lease term, Lessee shall pay double the existing rent for unlawful holding over. Lessee may also be liable for all other damages sustained by Lessor resulting from unlawful holding over by Lessee.

16. **FAILURE TO PERFORM COVENANTS:** The failure of Lessee to perform any of the covenants and conditions set forth in this lease shall constitute a breach of this contract, and the further occupancy by Lessee of said premises after such breach shall be deemed and taken as a forcible entry and detainer of such premises by Lessee, and Lessor may, under due process of law, evict and dispossess Lessee from and of said premises, and may pursue any other remedy either by law or in equity. The termination of Lessee's possession of said premises shall not terminate Lessee's liability for rent which becomes due after the possession is terminated.

17. **PETS AND ANIMALS:** Lessee agrees that no animal or pet shall be kept or allowed to stay in or on the premises without written permission of the Lessor, which shall be at the sole discretion of the Lessor. This includes "visiting" pets. Failure of the Lessee to comply with this clause shall constitute a breach of this contract, or at the discretion of the Lessor, the Lessee shall pay a \$250 fine for the violation of having a pet on the premises without Lessor's written permission. Payment of the \$250 fine shall not entitle Lessee to continue to keep pet(s). The pet(s) must be removed immediately.

18. **ADDITIONAL RULES, REGULATIONS AND AGREEMENTS:** (A) **PROHIBITED ACTS OR CONDITIONS:** (1) Boats, travel trailers, motor homes, abandoned and nonlicensed vehicles are not permitted in the parking area except by written permission of Lessor. (2) Athletic activity which will damage the lawn is prohibited. (3) Bicycles, motorcycles, or mopeds are not permitted in the apartments, the hallways, laundry rooms, or on the sidewalks. (4) Washing, oil changing, or major repair of automobiles is not permitted in the parking area. (5) Waterbeds are not permitted. (B) **NOISE OR MUSIC:** The Lessee shall not make or permit any disturbing noises in the dwelling by himself, guests, or visitors, nor do or permit anything by such persons that will interfere with the rights, comforts, or conveniences of other Lessees. No Lessee shall play upon or permit to be played any musical instruments or operate or permit to be operated a stereo, radio, or television set in the leased premises between the hours of 11:00 p.m. and the following 9:00 a.m., if doing so disturbs or annoys other occupants of the building or neighborhood. (C) **ALTERATIONS:** Lessee shall not make alterations, such as painting or wallpapering the walls, nor reconstruct the improvements on the premises without prior written consent of Lessor, nor shall Lessee contract for repairs to the premises or its equipment, fixtures or furnishings without prior written consent of Lessor, except in the case of emergency and in such case Lessee shall give Lessor immediate notice hereof. At the discretion of the Lessor, the Lessor may deem the Lessee in default and terminate his tenancy, or shall fine Lessee the sum of \$50.00 per occurrence, for violation of any of the above rules, in addition to the cost for correction. (D) **GARBAGE DISPOSAL:** If the unit is equipped with a garbage disposal, Lessee agrees that the garbage disposal is in proper working condition at move-in. If there is any damage to the garbage disposal from improper use (obstruction is caused by bones, plastic, spoons, or any other non-food item), Lessee shall pay \$25 directly to the service technician in order to complete the repair.

19. **LOSS BY FIRE:** In case the premises shall be rendered uninhabitable by fire or other casualty, Lessor may at his option terminate this lease, or repair the premises within 30 days. Upon destruction of the premises by fire, the term hereby created shall cease. In case of fire damage, return of the security deposit shall be at Lessor's discretion.

20. **LOCKOUTS:** If Lessee gets locked out of the leased premises during posted office hours (10:00 a.m. - 5:00 p.m. Monday through Friday), contact Lessor's office. Within a reasonable time after being notified of a lockout situation by the Lessee, a representative of the Lessor will arrange to meet the Lessee or an agent of the Lessee at the subject premises. The charge for a lockout are actual costs incurred and must be paid in cash to the staff member in order to have the door opened.

21. **RECYCLING TAX:** Lessee shall pay a portion of the actual cost of the City of Urbana recycling tax, to be determined by dividing the actual amount billed by the number of units in each building. Lessor will bill Lessee, once per lease term, and Lessee will be charged a late fee of \$5 if not paid by the date indicated on the notice.

22. **RENTAL REGISTRATION FEE:** Lessee shall pay a portion of the actual cost of the City of Urbana rental registration fee, to be determined by dividing the actual amount billed by the number of units in each building. Lessor will bill Lessee, once per lease term after the initial year of the program, and Lessee shall pay the registration fee within 30 days of the notice.

23. **PAYMENT OF COSTS:** Lessee and Lessor mutually agree that in any action brought by one against the other to enforce any right or seek any remedy for a breach of the terms of this lease, the non-breaching party shall be reimbursed for and recover reasonable attorney fees incurred in enforcing the terms of this lease.

24. **PARKING AGREEMENT:** Lessee agrees to abide by the following rules: (A) Lessee parks at his own risk, and Lessor will not be responsible for any damages incurred to Lessee's vehicle. (B) Be considerate of the space you occupy, so as to leave maximum space for others coming in and out. (C) Do not attempt to park trucks or extra large vehicles. (D) Vehicle must remain in operable condition and have a valid registration sticker, otherwise Lessor shall have the right to tow the vehicle at Lessee's expense.

25. **LAUNDRY AGREEMENT:** If laundry facilities are provided at Lessee's premises, it is agreed that Lessor will not be responsible for loss of or damage to Lessee's personal possessions while using the laundry equipment or left in the laundry facilities.

26. **RENTER'S INSURANCE:** Since Lessor is NOT responsible for loss of Lessee's personal property resulting from burglary, fire, tornado, or any cause other than Lessor's negligence, Lessor highly recommends that Lessee purchase renter's insurance.

27. **SMOKE DETECTOR ACKNOWLEDGMENT:** Lessor and Lessee(s) hereby acknowledge and agree that as of the date Lessee receives the keys to the premises, Lessor and Lessee may sign an addendum to this lease, which acknowledges that smoke detectors are properly installed, tested and found to be in good working order within Lessee's rented premises. Lessee and Lessor are equally responsible to make sure that said acknowledgment is signed at move-in. Lessee(s) has read this paragraph and agrees to the terms herein: _____

28. **WRITTEN AGREEMENT:** Lessee herein states and agrees that no representations, promises or other inducements have been made by the Lessor or by Lessor's agents other than the terms and conditions as set forth in writing in this agreement, and that the terms of this lease shall be binding upon Lessee's heirs, representative and assigns, and that the term "Lessee" when used herein shall also be construed to mean "Lessees" when more than one individual executes this lease agreement, and that each Lessee executing this lease agreement shall be individually, and jointly and severally liable and responsible for full performance of all the terms of this lease.

29. **SEVERABILITY CLAUSE:** In the event that any part of this Lease is deemed by a court of competent jurisdiction to be void, invalid or unenforceable, then such provision shall, as to that jurisdiction, be severed from this Lease and the remaining provisions will continue in full force.

30. **ADDITIONAL AGREEMENTS AND COVENANTS,** if any. All additional agreements must be in writing: Initials: _____

Lessee

Lessor's Agent
BZ Management
P.O. Box 3455
Champaign, IL 61826-3455
phone (217) 352-4104 or (217) 344-1306
maintenance (217) 344-1306

Lessee

Dated : _____