

Colony Apartments Lease (Valid upon application approval)

DATE SIGNED	5:00 P.M. LEASE BEGINS	12:00 NOON LEASE ENDS	BASE RENT	ADDENDUM RENT			SECURITY/PET/POOL DEPOSIT
				PET		OTHER	

LANDLORD : **COLONY APARTMENTS** PROPERTY ADDRESS: _____

Champaign, IL 61820

TENANT (S): _____

It is agreed as follows:

All Tenants are Jointly and Severally liable to Landlord for payment and performance of all of the terms of this lease and the entire property. Each individual Tenant assumes responsibility for payment of the entire amount of rent. Roommates must work out their own private arrangements for sharing financial responsibilities.

RENT: Tenant agrees that the monthly rent payment shall be made in one payment for the entire unit. The rent is payable to **CA (Colony Apartments)** by check, money order, or cash and rent shall be considered paid on the date actually received at:

**Colony Property Management
701 Devonshire,
Champaign, IL 61820**

Any rent payments lost in the mail will be treated as if unpaid until received by Landlord. \$ _____ is due on _____ for the first month's rent and \$ _____ is due on the first day of each month thereafter through the last month of the lease. The full rent must be paid by the end of the 5th business day of each month or a \$10.00 late fee will be added to the balance due, and \$2.00 per day will be added for each full day that the rent remains unpaid. Any rent check returned by the bank for **any** reason will be charged a \$25.00 fee. In the event that a Tenant provides a check returned NSF, rent should be paid to the Landlord in the form of money order, bank check or cash for the following three (3) months. This late charge provision, however, shall in no way restrict Landlords option to declare a default and proceed as otherwise provided for herein or by law, or waive Landlords right to claim any and all fees and damages provided by law.

KEYS: Tenant agrees that they have received _____ keys for the unit that is to be returned on or before the last day of this lease. Tenant is liable to Landlord for the cost of rekeying the lock for security purposes, if even one key is lost or not returned. If a key is lost, contact the office for assistance. Under no circumstances should tenant change locks or install additional locks. If unauthorized door locks are installed, Landlord has the right to remove the same immediately and bill Tenant for costs of removal. No one, but the tenants listed above, will be given keys to said unit. After business hour lockouts, Tenants must provide **identification and \$25.00 CASH** at the time of service. _____

UTILITIES: Tenants shall be responsible for payment of all utility bills related to said property from the beginning of the lease as stated above through the end of the lease period. Tenant may not shut off utilities for any reason during the lease period. If Tenant fails to do so or should Tenant fail to pay any utility bills that are as a result of said non payment billed to Landlord, Tenant shall be liable for any and all said charges and in addition shall also be liable to Tenant for a fee in the amount of \$25.00 for each month or part thereof that this occurs as reimbursement for Landlord's time and expense incurred. For Gas and Electric call **Illinois Power at (800) 755-5000**, for water call **Illinois-American Water Co at 352-1420** (in the condominiums, water and sewer are paid), for phone installation call **Ameritech at (800) 244-4444**. Landlord will furnish the lawn maintenance, snow removal, trash removal and sanitary sewer (within ordinary charges).

SECURITY DEPOSIT: The Security deposit will be returned to the Tenant in accordance with the Illinois State Law after the property is surrendered back to the Landlord by the Tenant. Tenant shall return said property and contents thereof in the same condition as when the property was delivered to tenant, reasonable wear and tear excepted. The security deposit shall not be applied for payment of rent except at the landlord's option. The Security Deposit shall be decreased in the amount of any fees, unpaid balance or utilities, or costs for damages to said property and its contents. Tenants liability is not limited to the amount of the Security Deposit. Landlord and Tenant agree and understand the Landlord shall have the right to co-mingle the Security Deposit with other funds of the Tenant, or in the alternative, and at the option of the Landlord, to place the Security Deposit in a separate interest bearing account with the interest to accrue to the Landlord. Landlord and Tenant agree that the Security Deposit shall not in any way restrict the Landlord from using any and all remedies it may have by the terms of this agreement or under applicable law to recover damages against the

tenant for breach or default of the terms of this lease. Tenant has paid the security deposit to guarantee satisfactory performance of each and every item in this lease. If at any time during the term of this lease, the tenant defaults in the performance of any of the items of this lease the deposit will be forfeited. Upon termination of this Lease, full payment of all amounts due, and performance of all Tenant's covenants and agreements the security deposit or any portion thereof remaining unapplied shall be returned to the Tenant within 30 days of the date that the Landlord has actual knowledge that Tenant has vacated the premises.

The parties agree that Landlord is authorized to issue one check payable to all Tenants in payment of any unapplied security deposit funds and mail said check as is directed in writing by any one of the Tenants designated in this Lease. The Tenants so designating the place, to which the security deposit refund check is to be mailed, shall be deemed to be the agent of all Tenants under this Lease. In the absence of a written designation by Tenants as to the address to which unapplied security deposit funds are to be returned or in the event the Tenant receives conflicting directions from the Tenants, Tenant hereby authorize Landlord to mail any security deposit refund check payable to all Tenants and addressed to the property that is the subject matter of this lease agreement. In the event that Tenant desire that said refund check be made payable differently and be sent to a different address, Landlord shall have no designating the name or names to which a payment shall be made and the address to which said payment shall be mailed.

TERMINATION: Tenant agrees to surrender possession of the property to Landlord upon termination of this lease. Tenant agrees that in the event that Tenant fails to vacate the property, by **NOON** on the indicated lease end day, that Tenant shall pay a late check out charge of \$75.00. Tenant agrees that in the event Tenant fails to vacate said property upon termination of this lease, that Tenant shall pay as liquidated damages for the entire time that possession is withheld, the greater of a sum equal to three times the amount of rent herein reserved, prorated per day or fraction of a day, of such withholding, or Landlord's actual damages if same are ascertainable. Landlord may take legal action to evict.

Should the tenant abandon the leased property 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 Landlords discretion, remove any and all property for such rent and under such terms as the landlord may see necessary and apply the proceeds to the balance of rent due. The Tenant shall remain liable for any unpaid balance of rent and for damages to the property and any other obligations under the term of this lease. In addition, should leased property be abandoned during said term, Tenants security deposit shall be forfeited.

MAINTENANCE: In the case of damage by fire or other casualty rendering the property untenable, landlord may at landlord's option, terminate this lease or repair said property within ninety (90) days. Tenant acknowledges that any damage caused by tenant failure is tenant's responsibility. Failure to repair will terminate this lease without any further liabilities to Tenant. There shall be no abatement of the stipulated rent or any part thereof, so long as the Tenant shall retain possession of the property or any part thereof. Tenant acknowledges that Tenant will be liable for any and all repair and resultant damage that Tenant has caused.

All Tenants personal property of any kind or description shall be kept in said leased property at Tenants sole risk. Tenant agrees that Landlord, or its agents, shall not be liable for any damage to the person or property of Tenants or anyone else occupying or visiting said premises, regardless of the source or cause of such damage or casualty.

Renters Insurance is strongly recommended, and if a waterbed is set up inside the said property, renters insurance with waterbed coverage must be purchased for the duration of this lease.

Tenant agrees to call Landlord or his agents at **352-3410** for the purpose of reporting any repairs needed during regular business hours. If an **emergency** repair is needed after the office is closed you may page maintenance at **261-9415**. Landlord agrees to take care of repair or maintenance requests within a reasonable time, however it is understood and agreed that buildings are physical structures subject to aging, wear and tear, abuse, inherent defects, and numerous forces causing disrepair or breakdown beyond Landlord's reasonable control, and that components and skilled workmen are not always immediately available. Landlord's failure or inability to make repairs or provide services in any of the just described circumstances shall in no event form the basis of a claim or setoff for damages against Landlord, nor a basis for an abatement of rent, nor a cause for termination of the lease.

The Tenant agrees to make no alterations, additions, or repairs, to the interior or exterior premises without prior written consent of the Landlord. All cabinets, window coverings, plumbing fixtures, electrical fixtures, refrigerators, stoves, dishwashers, and garbage disposal are part of the premises and are leased along with the premises. All alterations and additions, including security devices, whether temporary or permanent in character in or upon said property, unless otherwise agreed or unless Landlord requests there removal, shall become Landlord's property and remain in the said property at termination of the lease without compensation to Tenant. Neither Landlord nor Landlord's insurance carrier shall be liable to Tenant for the replacement of such alteration or addition in theft of casualty or loss. If Landlord shall permit or demand removal, Tenant shall return the said property to like condition as existed prior to the installation of such alteration or addition.

SUBLETTING: Tenant shall not offer the lease or any portion thereof, nor sublet said property or any part thereof without the express written consent of the Landlord. Should Landlord consent to such an assignment or sublease, Tenant shall not be released from liability hereunder without the written consent of the Landlord and shall be liable to Landlord for a sublet fee.

ACCESS: The Landlord and his agents have the right of free access at any time for, but not limited to: inspections, maintenance, pest control, or the showing of the property. In the event of an actual emergency, landlord may enter said property at any time without notice. At any time after a single general notice, Landlord may show property as often as necessary.

TENANT USE: Both Landlord and Tenant hereby expressly agree that the Leased property is for residential use and enjoyment of those who have signed the lease. Tenant agrees not to use said property or to permit the use thereof in such a manner that would not comply with all ordinances, laws and, where applicable, Condominium and Homeowners Association rules and Regulations now or hereafter in effect and to save Landlord from any and all charges for damages for non-observance thereof. This property is not to be occupied by anyone other than those listed below (name, age, relationship):

If Landlord finds that any person not listed on this lease is occupying the said property, a written warning will be issued assessing a \$25.00 per day fine payable to **CA** until the violation is remedied. Management has the right to bar individuals from the property. You must inform your guest(s) of all rules and regulations. If rules and regulations are broken by you guest(s) they may be barred and/or arrested for criminal trespassing. If the rules and regulation are broken by a resident, it is grounds for termination of tenancy.

RULES AND REGULATIONS: Tenant agrees to abide by the both the Colony Property Management rules and the Colony West Homeowners Association rules:

Tenant **MUST** attend a Colony West orientation with in 60 days of moving in. Failure to do so will result in a \$50 fine to the tenant.

Do not allow anything to be hung or displayed on the outside of the windows or walls of any building. No sign, awning, or canopy, shutter, radio or television antenna, or other attachment shall be affixed to or placed upon the exterior walls or roof or any common area. Do not damage the exterior or common areas of Colony West. Tenant agrees to immediately reimburse Landlord for the costs of any damage done to the exterior or common areas of Colony West or any part of the said property. Failure or refusal to do so by Tenant will constitute a breach of this lease.

Do not allow any trash to be left outside of said property, this would included any "inside furniture," boxes, toys, bagged trash or trash containers, spare tires, etc. All trash must be properly bagged, tied, and placed in dumpster. Balconies and patios are not to be used for storage. Tenant must maintain and keep the property and the contents of the said property in a clean, safe and sanitary condition. Failure to do so, resulting in a need for pest control in said unit and or any adjoining property, will be charged to the Tenant. Balconies are to be kept neat and clean at all times and snow should not be allowed to accumulate during the winter months. Excessive snow on the balconies would be too heavy and may cause damage. Units that have enclosed yards are responsible for maintaining this area in a manner that is consistent with the common areas of Colony West; whether by lawn mowing, weed eating, or pet waste.

Do not park any boat, camper, trailer, unlicensed, inoperable or unused vehicles on the property. Do not park any vehicle in a guest spot for more than three days without movement. Do not park any vehicle on any of the grass or sidewalks, in the fire lanes, in front of fire hydrants, mailboxes, or dumpsters, or blocking any driveway Tenant shall not use property for ANY repair or washing of any vehicle. Do not back into any parking spot. A warning will not be given, if a tenant is in violation of any of these rules the vehicle will be towed off the property by *Reynold's Towing Service* at Tenant's expense. Each tenant has at least one assigned parking spot and may call Reynold's Towing (337-0913) to remove any vehicle that is parked in their assigned spot. Motorcycles, mopeds and bicycles are not to be parked on the sidewalks or grass, hallways or stairwells, Motorcycles and mopeds are to be parked in a parking spot and bicycles must be stored either inside the home, storage shed, or in racks provided outside. Tenant shall notify guests of parking policies and ensure guests' compliance with same.

Do not do anything that will violate any law or increase the rate of insurance on the building. Such as storing any flammable fluids, fuels, explosives or overloading the electrical systems in the said property. Kerosene heaters and hot plates are strictly prohibited. Replace all interior and exterior lightbulbs (except fluorescent bulbs and common hallways) and all smoke alarm batteries when needed. A fire extinguisher is not provided or maintained for you, but it is recommended for your safety while in the said property. Maintain the temperature of the home at 60 degrees minimum,

and unhook the exterior faucet after each use to prevent any pipes from freezing and bursting. Tenant acknowledges that Tenant will be liable for any and all plumbing repair and resultant damage caused by freezing water pipes as a result of failure to comply with this provision.

Tenant agrees that no sign shall be put up or painted on the building, in halls, stairways, entrance or in the grass without Landlord written consent.

Do not do anything to disturb your neighbors. Respectful consideration of other residents is expected at all times. Tenant is responsible for the conduct and noise level of guest as well. Noise should not be heard outside of any car or home. If you have a noise complaint, you should contact Colony West (359-3405) to handle the situation. Colony West will issue a written warning to the noisy tenants and let us know of the situation. If a second complaint is made a second written warning will be issued and a \$50.00 fine is payable to CA if a third complaint is made a third written warning is issued and \$100.00 is payable to CA. A fourth complaint will result in another \$100.00 fine and immediate eviction. Landlord and Tenant hereby agree that Tenant may entertain guests, but Tenant specifically guarantees that such guests will not visit often enough to consider them regular occupants of said leased property. If Tenants conduct or the conduct of the Tenant's guests disrupts other occupants or Landlord or Landlords agents, or creates a nuisance, such conduct shall be a breach of the Lease agreement and Landlord may terminate this lease upon giving written notice to Tenant. Landlord may pursue all other remedies granted to him under this lease. That in addition to the foregoing, Tenant agrees to comply policies and procedures currently in effect or as amended by the landlord. Washers and dryers, vacuums, and other noisy appliances are not to be used in the condominiums after 10:30 p.m.

Do not bring or keep any pet on said property without management approval. Having a pet on the property without management approval will result in a written warning assessing a \$25.00 per day fine payable to CA until the violation is remedied. Tenant understands that the prohibition of pets also applies to pets of Tenant's guests or visitors.

Properly operate all appliances, electrical, gas and plumbing fixtures. Only toilet paper should be thrown in the toilets, only soft food should be put down the garbage disposal, garbage disposal should be run with only cold water, refrigerators should be defrosted as necessary, shower curtain should be kept inside shower walls to prevent water from getting onto the floor and leaking through the ceiling, air conditioners should not be turned on in the winter months, the cold temperature outside will damage the unit, lint should be cleaned out of both the washer & dryer.

Pool key deposit in the amount indicated at the top of the lease ensures that the pool key will be returned to colony Property Management when you move from Colony West. Failure to return the key will result in an \$110.00/key charge also Colony West Homeowners Association has a \$3.00 tag fee. The Colony West Pool is available for you and up to two guests per visit. A resident of Colony West must accompany any guest. You must have your pool key with you while you are using the pool, without a key you can be asked to leave the pool. No one under 17 years of age is allowed in the pool area, except when accompanied by an adult. The pool does not have a lifeguard, therefore the pool is swim-at-your-own-risk, and no one is allowed to swim alone. Tennis Courts are available for you and your guest as well. Damage to any of these areas or extra expenses caused by a resident or guest will be charged to the resident.

Parents, we want children to be safe and happy while residing here. Please see that they do not play in hallways, on stairs, or in the driveways and parking lots. It is recommended that children be supervised by an adult when using the play area and basketball court at Colony West.

Failure of the Tenant to perform the foregoing covenants, or any one of them, shall constitute a breach of this lease, and Landlord may, under due process of law, evict Tenant from said leased property and may pursue any other remedy either at law or in equity. In the event tenant fails to make all payments when due, tenant shall be responsible for collection costs, including but not limited to: attorney fees, court costs, and collection costs ranging from 35% - 50% of the balance due, in the enforcement of terms, covenants, and provisions of this lease.

We have made no promises except those in this lease.

Landlord _____ Date _____
By Colony Property Management, Agent

Tenant _____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____