

# PineCrest Apartments Lease

(Valid upon application approval)

Date Signed	Lease Begins (10:00 a.m.)	Lease Ends (12:00 Noon)	Base Rent	Addendum Rent Pet / Pet Deposit	Security Deposit

**Landlord** (Lesser) PineCrest Apartments, LLC.

**Property Location** \_\_\_\_\_, Normal, IL 61761

**Tenant** (Lessee) \_\_\_\_\_

It is agreed as follows:

All Tenants are Jointly and Severally liable to the Landlord for payment and performance of all 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 PineCrest Apartments by check, money order, or cash and shall be considered paid on the date actually received at the PineCrest Office, 515 Greenbriar Drive, Normal, IL, 61761. Any rent payments lost in the mail will be treated as if unpaid until received by landlord. \$ \_\_\_\_\_ is due on \_\_\_\_\_ for the first month rent and \$ \_\_\_\_\_ is due on the first day of each month thereafter through the last day of the month of the lease. The full rent amount must be paid by the 5<sup>th</sup> of each month or a \$25.00 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 Non-Sufficient Funds will be charged a \$25.00 fee. In the event that a tenant provides a check returned as NSF, rent should be paid to the Landlords in the form of a money order, bank check, or cash for the following three months. This late charge provision, however, shall in no way restrict Landlords option to declare 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 \_\_\_\_\_ key(s) for the unit. They are to be returned on or before the last day of this lease. Tenant is liable to Landlord for the cost of re-keying 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 units. After business hour lockouts, Tenants must provide **identification and \$25.00 CASH** at the time of service.

## UTILITIES

Unless otherwise agreed in writing, if the unit is individually metered, payment to the utility company or authorized metering agency of the applicable charges for gas, electricity, or water consumed by the Tenant in the following unit including, if applicable, energy used for heating, ventilation, air conditioning, hot water, etc. shall be Tenants sole responsibility. For electric service contact Corn belt Electric at 309-662-5330. Owner shall furnish the following utilities: WATER, SEWER, and TRASH REMOVAL. Resident shall pay for all other utilities. In the studio apartments owner shall furnish the following utilities: GAS, WATER, ELECTRIC, SEWER, and TRASH REMOVAL. All utilities shall be used for ordinary household purposes only

## SECURITY DEPOSIT

The security deposit will be returned to the Tenant in accordance with the Illinois State Law after the Tenant surrenders the property back to the Landlord. Tenant shall return said property and contents thereof in the same condition as when the property was delivered to the Tenant, reasonable wear and tear expected. 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 that Landlord shall have the right to co-mingle the security deposit with other funds of the Tenant, or in the alternative, 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.

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 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 authorizes 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 to which said payment shall be made.

### **TERMINATION**

Tenant agrees to give a 30-day written notice of vacating or sign a new lease 30 days prior to the expiration of this lease. 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 the termination of the lease, that Tenant shall pay a 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 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 Landlord's 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 terms 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 un-tenantable, Landlord may, at Landlord's option, terminate this lease or repair said property within ninety (90) days. 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.

All Tenants personal property of any kind or description shall be kept in said leased property at Tenant's sole risk. Tenant agrees that Landlord, or its agents, shall not be liable for any damage to the person or property of the Tenants or anyone else occupying or visiting said premises, regardless of the source or cause of such damage or casualty. If a waterbed is set up inside the said property renter's insurance with waterbed coverage must be purchased for the duration of this lease.

Tenant agrees to call Landlord or his agents at (309) 452-7332 for the purpose of reporting any repairs during regular business hours. If an emergency repair is needed after the office is closed you may page maintenance at 1-309-589-4121. 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 the Landlord, nor a basis for an abatement of rent, nor a cause for termination of the lease.

Tenant agrees to make no alternations, additions, or repairs, to the interior or exterior premises without prior 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 the said property, unless otherwise agreed or unless Landlord requests their removal, shall become Landlord's property and remain in the said property at termination of the lease without compensation to Tenant. The foregoing withstanding, neither Landlord nor Landlord's insurance carrier shall be liable to Tenant for the replacement of such alteration on addition in the event 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 reasonable times for, but not limited to: inspections, maintenance, pest control, or the showing of property. In the event of an actual emergency, Landlord may enter said property at any time without notice. At any time after a single notice, Landlord may show property as often as necessary.

## **TENANTS 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 leased property or to permit the use thereof. In such a manner as to make void or increase the rate of insurance thereon, and to comply with all ordinances, laws, and, where applicable, 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):

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If landlord finds that any person not listed on the lease is occupying the said property, a written warning will be issued assessing a \$25.00 per day fine payable to PineCrest Apartments 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 your guest(s) they may be barred and/or arrested for criminal trespassing. If a resident breaks the rules and regulations, it is grounds for termination of tenancy.

## **RULES & REGULATIONS**

The rules and regulations contained herein, including The Resident's Handbook of Policies and Useful Information, shall be a part of this lease. Tenant covenants and agrees to keep and observe these rules and regulations. Tenant also covenants and agrees to keep and observe such further reasonable rules and regulations as may later be promulgated by Lessor or Lessor's agent for the necessary proper and ordinary care of the building. Tenant agrees to abide by PineCrest Apartment rules.

Do not allow anything to be hung or displayed on the outside of the windows or walls of any building. No sign, awning, canopy, shutter, radio or television antenna, or other attachment shall be affixed to or placed upon the exterior walls of any common area.

Do not allow any trash to be left outside of said property; this would include any "inside furniture," boxes, toys, bagged trash or trash containers, spare tires, excessive cigarette butts, pop cans, etc. All trash must be properly bagged, tied, and placed in the dumpster. Balconies and patios are not to be used for storage of anything other than grills, patio furniture, or bicycles. Any trash left outside will result in a written warning and a fine of \$5.00 per day until the violation is remedied. Tenant must maintain and keep the property and the contents of said property in a clean, safe, sanitary condition. Failure to do so, resulting in a need for pest control in said unit and or an adjoining property, will be charged to the Tenant.

Balconies are to be kept neat and clean at all times. Snow should not be allowed to accumulate during the winter months. Excessive snow on the balconies would be too heavy and may cause damage.

Parents, we want children to be safe and happy while residing here. Please see that they do not play in hallways, on the stairs, or in the driveways and parking lots.

Tenant covenants to perform the following obligations during the term hereof: (a) to maintain the apartment and appurtenances in a clean, sanitary, and safe condition; (b) not place in the apartment or building any furniture, plants, animals, or any other things which harbor insects, rodents, or other pests; (c) keep out of the apartment and building materials which cause a fire hazard and comply with reasonable requirements of Lessor's fire insurance carrier.

Do not park any boat, camper, trailer, and unlicensed, inoperable, or unused vehicles on the PineCrest property. A warning sticker will be used to warn the Tenant of a violation of this rule and if the violation is not remedied within 48 hours the vehicle will be towed off the property by a towing service at the Tenant's expense.

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Do not park any vehicle on any of the grass, in the fire lanes, or blocking any driveway. Tenant shall not use PineCrest property for ANY repair of any vehicle. A violation of these parking rules will result in immediate towing off the property by a towing service at your expense. Motorcycles, mopeds, and bicycles are not to be parked on the sidewalks or grass, motorcycles and mopeds are to be parked in a parking spot and bicycles must be stored either inside the home or in the bicycle racks.

Do not destroy or damage the exterior or interior of said property or common areas of PineCrest. Tenant agrees to immediately reimburse Landlord for the costs of any damage done to the common area of PineCrest or any part of said property. Tenants are responsible for damage done to any part of PineCrest as well. Failure or refusal to do so by Tenant will constitute a breach of this lease.

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 a complaint is made a written warning will be issued to the noisy Tenants, assessing a \$25.00 fine payable to PineCrest. If a second complaint is made a second written warning will be issued and a \$50.00 fine is payable to PineCrest. If a third complaint is made a third written warning is issued and a \$100.00 fine is payable to PineCrest. A fourth complaint will result in immediate eviction. Landlord and Tenant hereby agree that Tenant may entertain guests, but Tenant specifically guarantees that such guests will not visit enough to consider them regular occupants of said leased property. If Tenants conduct or the conduct of the Tenant's guest disrupts other occupants or Landlord or Landlord agents, or creates a nuisance, such conduct shall be a breach of the Lease agreement and Landlord may terminate this lease upon giving a 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 with policies and procedures currently in effect or as amended by the Landlord.

Do not bring or keep any pet on said property without management approval. Having a pet on the PineCrest property without management approval will result in a written warning assessing a \$25.00 per day fine payable to PineCrest until the violation is remedied.

Replace all interior and exterior light bulbs (except fluorescent kitchen bulbs) and all smoke alarm batteries on said property 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 55 degrees minimum, and unhook the exterior faucet after each use to prevent any pipes in said property from freezing and bursting.

Properly operate all appliances, electrical, gas, and plumbing fixtures. Only toilet paper should be thrown in the toilet, 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, and shower curtains 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 because the cold temperature outside will damage the unit.

#### **RIGHTS AND REMEDIES OF LESSOR**

(1) All rights and remedies given to Tenant or to Lessor shall be distinct, separate, and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically limited or waived in the Lease; (2) no waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of any similar or different breach or default; (3) the payment or acceptance of money after it falls due after knowledge of any breach of this Lease by Lessor or Tenant, or after termination in any way of the Term or of Tenant's rights of possession hereunder, or after the service of any notice, or after the commencement of any suit, or after the commencement of any suit, or after final judgment for possession of the apartment shall not reinstate, continue, or extend the Term of the Lease nor affect any such notice, demand, or suit, or any right hereunder not expressly waived; (4) no express waiver shall affect any breach other than the breach specified in the express waiver and that only for the term and to the extent herein stated.

Tenant's obligation to pay rent during the Term of any extension thereof or any holdover tenancy shall not be waived, released, or terminated by the service of any five-day notice, demand for possession, notice or termination on tenancy, institution or any action of forcible detainer ejection or for any judgment for possession, or any other act or acts resulting in termination of Tenant's right of possession. Past due rent shall bear interest at the rate of 1.5% per month.

If Tenant defaults in the payments of any single installment of rent or in the payment of any other sum required to be paid under this Lease or under the terms of any other agreement between Tenant and Lessor and such default is not cured within five (5) days of written notice; or defaults in the performance of any other covenant or written notice to Tenant from Lessor (unless the default involves a hazardous condition which shall be cured forthwith); Lessor may treat such event as a breach of this Lease and Lessor may terminate Tenant's right of possession and may repossess the Apartment in accordance with "Termination and Return of Possession" hereof without further demand or notice of any kind to Tenant and without such

entry and possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligation to pay rent hereunder for the full term. Upon and after such entry into possession without termination of the Lease, Lessor may, but not need to re-let the Apartment as Tenant's agent and may, but need not, make repairs, alterations, and additions in or to the Apartment and redecorate. Tenant shall on demand pay to Lessor damages and all Lessors' expenses of re-letting. If the consideration collected by Lessor from any such re-letting for Tenant's account is not sufficient to pay the amount provided in the Lease to be paid monthly by Tenant together with all such expenses. Tenant shall pay to Lessor, as damages, the amount of each monthly deficiency. Tenant agrees that Lessor may from time to time file suit to recover any such sums falling due under the terms of this paragraph and that no suit or recovery of any portion due the Lessor hereunder shall be a defense to any subsequent action brought for any amount not therefore reduced to judgment in favor of Lessor except that the Lessor shall not be permitted more than one recovery in the aggregate amount so due.

Tenant shall pay Lessor all Lessor's costs, expenses, and attorney's fees in and about the enforcement of the covenants and agreements of this Lease.

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 payment when due, Tenant shall be responsible for collection cost, 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. This Lease can be changed in writing only when signed by both Tenant and Landlord.

Landlord \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

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