



• 1600 Toronto Road Springfield, Illinois 62712 • Phone 217-529-2900 • Fax 217-529-2925

### RESIDENTIAL LEASE AGREEMENT ("Lease")

|                          |                                     |                                |                  |              |                              |               |
|--------------------------|-------------------------------------|--------------------------------|------------------|--------------|------------------------------|---------------|
| Date of Lease (MM/DD/YY) | Term of Lease                       |                                | Security Deposit | Monthly Rent | Prorated Rent <sup>1</sup> : | Keys (Number) |
|                          | Beginning (MM/DD/YY) ("Start Date") | Ending (MM/DD/YY) ("End Date") |                  |              |                              |               |

RENT CONCESSION GRANTED NO  -OR- YES  ("Rent Concession")

Terms of Rent Concession: **N/A**

Lessee Name(s): (Individually or together, "Lessee")

Complex: ("Apartment Community")

Leased Premises Building Address: ("Building") Apartment Number ("Leased Premises"):

|   |                            |
|---|----------------------------|
| Legal Occupants Name(s)<br>(Include ALL Occupants Including Lessee) | 1.<br>2.<br>3.<br>4.<br>5. |
|---|----------------------------|

|   |                  |              |                 |  |
|---|------------------|--------------|-----------------|--|
| The following are furnished with the Leased Premises ("Furnishings"): | Item             | Quantity     | Lessee Initials |  |
|   | Stove            | One (1)      |                 |  |
|   | Refrigerator     | One (1)      |                 |  |
|   | Microwave Oven   | One (1)      |                 |  |
|   | Dishwasher       | One (1)      |                 |  |
|   | Garbage Disposal | One (1)      |                 |  |
|   | Washer/Dryer     | One (1) Each |                 |  |
|   | Window Coverings | Multiple     |                 |  |
|   | Other:           |              |                 |  |

#### 1. APPLICATION FOR LEASED PREMISES:

All application(s) (Individually, together or collectively, "Application") for this Lease and all information, representations and promises therein provided and/or otherwise made by Lessee or any occupant are incorporated into and made a part of this Lease by reference. Lessee certifies that all information and representations provided by Lessee in the Application is true and correct and Lessee agrees that in the event that any of the information and/or representations provided by Lessee (or occupant) in the Application are discovered to be untrue or incorrect at any time, this shall constitute a material breach of this Lease and shall constitute grounds for termination. This Lease supersedes any previous agreements between the parties and between the Lessee and any other party for the lease of the Leased Premises.

#### 2. POSSESSION:

**A.** Before Lessee may take initial possession of the Leased Premises (and before Lessor is required to give Lessee the keys or other access to the Leased Premises to Lessee), the Lessee must first pay to Lessor all monies due and owing to Lessor at the commencement of this Lease (including but not limited to initial rent, prorated or otherwise, and if applicable, security deposit) and Lessee must otherwise be in compliance with any other pre-possession terms of this Lease (including but not limited to providing Lessor written proof that the Lessee has established all applicable and required accounts for all utility service for the Leased Premises as prescribed herein). In the event that Lessee does not comply with the provisions of this Section within fifteen (15) days of the Start Date of this Lease (or any other agreed date of possession), this Lease shall automatically terminate and Lessor shall return all prepaid rent/security. Notwithstanding the foregoing, however, the Lessor may deduct all damages from such prepaid rent/security before return of any balance.

**B.** This Lease shall automatically terminate if Lessor fails to deliver possession to the Lessee within fifteen (15) days of the Start Date of this Lease (or any other agreed date of possession) for any reason not due to the fault of the Lessee or beyond the control of the Lessor. If the Lease is terminated pursuant to this Section the Lessor shall refund all prepaid/rent and security, less any monetary or other damages incurred by Lessor, which Lessee agrees shall be Lessee's only remedy.

**C.** The Lessee hereby declares that Lessee has inspected the Leased Premises, the Building, the Apartment Community and all related areas and grounds and that the Lessee is satisfied with the physical condition thereof. The Lessee agrees that no representations, warranties (expressed or implied) or covenants with respect to the condition, maintenance or improvements of the Leased Premises, Building, or Apartment Community have been made to Lessee except those contained in this Lease or in any writing signed by Lessor. Notwithstanding the foregoing, the Lessee acknowledges that Lessee has inspected the Leased Premises and Building prior to taking possession of the Leased Premises and has found no evidence of mold and other conditions that pose a hazard or a risk to the Lessee's health or safety or property. The Lessee agrees that Lessor has no obligation or duty to Lessee or Lessee's occupants, guests, invitees or visitors to protect against exposure to mold. The Lessee acknowledges that mold and mildew is present almost everywhere in indoor and outdoor environments. (NYCDOH, January, 2002), that mold growth requires moisture, appropriate temperature and PH level and a nutrient source to grow and that controlling indoor moisture is the best way to prevent mold growth. Lessee shall be solely responsible to take reasonable measures to control the growth of mold within the Leased Premises during the term of this Lease, including but not limited to the controlling indoor moisture levels and maintaining sanitary housekeeping measures. Therefore, notwithstanding anything contained in the Lease to the contrary, Lessee agrees to use Lessee's best efforts to prevent any dangerous, unhealthy, or unsanitary conditions in the Leased Premises, such as excessive moisture, that could create an environment conducive to mold growth. In the event such conditions develop, Lessee agrees to remedy such conditions. Lessor is not responsible for the consequences of any Lessee conduct that leads to or exacerbates mold growth. Lessee shall indemnify

<sup>1</sup> In the event rent installments are to be paid on a monthly basis and rent is initially due during a partial month, the amount of the rent installment payment for that initial partial month shall be prorated to the first (1<sup>st</sup>) day of the next full month following said partial month.

Lessee Initial(s): \_\_\_\_\_ 1

and hold Lessor harmless from any such conduct of Lessee. In addition, the Lessee shall have the duty to periodically inspect the Leased Premises for any evidence of water intrusion, leaks, or mold conditions. The Lessee shall in writing immediately report any water intrusions, leaks, mold and other conditions that pose a hazard to the property or a risk to the Lessee's health or safety within 24 hours of discovery of any such evidence, regardless of what may have caused such problem. Failure to make a prompt written report of any such potential mold problem has prescribed in this Section constitutes a breach of this Lease and an unconditional waiver and release of any and all claims for any relief, including any alleged damages, whether accrued, contingent, inchoate or otherwise, suspected or unsuspected, raised affirmatively or by way of defense or offset, related to, occurring or arising from or out of the unreported conditions. Lessee waives right to jury trial for any dispute against Lessor relating to this Lease or the Leased Premises and in any event, Lessee agrees that Lessor's liability shall be limited to the amount of any applicable insurance maintained by Lessor if any.

D. The Lessee acknowledges that there are one or more smoke detectors in the Leased Premises which are in good working condition and that may be combined with or a part of one or more carbon monoxide alarms. Lessee has verified this by testing the smoke detector(s) and Lessee acknowledges that it is Lessee's responsibility to maintain the smoke detector(s) and its (their) batteries. The Lessee agrees to test the smoke detector(s) on a regular basis and if at any time the smoke detector(s) is (are) found to be defective, the Lessee must notify the Lessor in writing within one (1) day of the date Lessee notices or otherwise discovers the defect or other problem. If at any time the smoke detector(s) is (are) found by the Lessor, to have a dead battery, have no battery, or any applicable governmental entity or maintenance crew of Lessor finds the smoke detectors to be defective, removed or tampered with, the Lessee will be charged a minimum of one hundred dollars (\$100.00) in addition to termination of the Lease in Lessor's sole discretion. Lessee acknowledges that there may, if applicable, be one or more carbon monoxide alarms ("CO Alarm(s)") within the Leased Premises. Lessee acknowledges that if there are, that such CO Alarm(s) are in an operating condition (including batteries in operating condition) on the date Lessee took possession of the Leased Premises. The Lessee is under a legal duty to test the CO Alarm(s) and review the testing and maintenance information at the time Lessee takes possession of the Leased Premises and Lessee must immediately notify Lessor in writing if the CO Alarm(s) is (are) not in operating condition and/or the written information regarding CO Alarm(s) testing and maintenance for some reason is not at the Leased Premises. Any CO Alarm(s) may be combined with smoke detecting devices and may be battery powered, plug-in with battery back-up, or wired into the structure's AC power line with secondary battery back-up. At all times during this Lease, including any extension or renewal thereof, it is the Lessee's responsibility to test and to provide general maintenance for any CO Alarm(s) and to notify Lessor in writing of any deficiencies in any CO Alarm(s) that Lessee cannot correct (Note: "general maintenance" includes (but is not limited to) replacement of any required batteries in the CO Alarm(s)). In the event Lessee provides Lessor with written notice of any deficiencies in the CO Alarm(s) that Lessee cannot correct, Lessee agrees to immediately provide Lessor with access to the Leased Premises to correct any such deficiencies. The Lessee acknowledges that the Lessee's duties set forth herein are important and any violations of the foregoing duties shall be considered a material violation of the Lease. In addition, Illinois law provides that failure to maintain in operating condition any carbon monoxide alarm as required by law is a Class B misdemeanor and that tampering with, removing, destroying, disconnecting, or removing the batteries from any installed carbon monoxide alarm, except in the course of inspection, maintenance, or replacement of the alarm, is a Class A misdemeanor in the case of a first conviction and a Class 4 felony in the case of a second or subsequent conviction.

**E. Lessee must give a written 30-day notice prior to vacating. Rent will be prorated if notice extends past the termination date on this lease.**

3. **RENT:** The Lessee shall pay Lessor (or Lessor's designated agent) as rent for the Leased Premises, the sum stated above in the box designated "Monthly Rent" on Page One (1) of this Lease until expiration or termination of this Lease, including any extensions or renewals thereof. All rents are due and payable in advance, on or before the first (1<sup>st</sup>) of each month. Monthly bills are not generated by Lessor and none are sent to Lessee. Rent for each month is to be payable to the order of "Apartment Mart of Springfield, Inc." and is to be mailed or otherwise delivered to the Lessor at 1600 Toronto Road, Springfield, Illinois 62712 or other address as Lessor may designate in writing. Rent payments received after the fifth (5<sup>th</sup>) and before/at the tenth (10<sup>th</sup>) of the month must include a late fee of twenty-five dollars (\$25.00), between the eleventh (11<sup>th</sup>) and the twentieth (20<sup>th</sup>) the assessed late fee is \$50.00, between the twenty-first (21<sup>st</sup>) and the thirtieth (30<sup>th</sup>) the late fee is \$75.00, and after the thirtieth (30<sup>th</sup>) the late fee is \$100.00 which shall be due and payable by Lessee as additional rent. Lessor may refuse to accept cash for rent payments in Lessor's sole discretion. All payments made by Lessee shall be first applied to past due rent, NSF fees, late fees, and damages before being applied to any current rent obligation. The issuance of any check by Lessee that is returned by Lessee's bank as not honored for payment for any reason shall incur an additional charge of Thirty Five and No/100 Dollars (\$35.00) or the actual charge incurred by Lessor as a result of such dishonor, whichever is greater. All past due rent, fees and charges created by such dishonored check shall be immediately due and payable in certified funds (e.g., cashier check or money order) as additional rent. In the event of any dishonored check of Lessee, future checks from Lessee may not be accepted as payment for future rent, in Lessor's sole discretion. In the event that the Lessee shall violate the obligation to pay rent in a timely manner as set forth in this Lease, three (3) or more times in any twelve (12) month period (whether said violations were cured or not) then such conduct shall be a material violation of the terms of this Lease and the Lease may be terminated by the Lessor with 10 days' written notice. Lessee's covenant to pay rent is and shall be independent of each and every other covenant of this Lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action. It is further agreed that the amount of rent paid by Lessee is for the occupancy of the Leased Premises and is in no way to be construed as payment for the use of any other facilities owned or operated by Lessor except as may be expressly stated in this Lease, all without abatement of any rent as required of Lessee. Lessor reserves the right to charge a reasonable use fee and to regulate, restrict, terminate, eliminate or modify any recreational facility, all without any abatement of the rent stated herein. In the event that Lessor has granted Lessee a Rent Concession, in the event that the Lease is terminated during the period the Rent Concession is effective due to the fault of the Lessee or the Lessee is otherwise in violation of the Lease, then the Lessor may, in addition to any other remedies of Lessor under this Lease or applicable law, declare the Rent Concession terminated and in such event, the Lessor may demand from Lessee immediate, lump-sum repayment the amount of rent concession given as of the date of termination which shall be immediately payable by Lessee as additional rent.

**4. SECURITY DEPOSIT:**

A. If applicable, the Lessee is to deposit with Lessor the Security Deposit in the amount set forth on Page One (1) of this Lease as security for the performance of each and every covenant and agreement to be performed by Lessee under the Lease. Failure to make such deposit is a ground for termination of this Lease regardless of whether Lessee has taken possession of the Leased Premises.

B. Lessor shall have the right, but not the obligation, to apply the Security Deposit in whole or in part as payment of such amounts as are reasonably necessary to remedy Lessee's arrearage in past due rent and/or for damage or any other failure of Lessee's performance of the covenants or agreements contained in this Lease, at Lessor's option, in Lessor's sole discretion. Lessor's right to possession of the Leased Premises for Lessee's non-payment of rent shall not be abated by reason Lessor is holding any security deposit from Lessee. The Lessee's liability shall not be limited to the amount of the Security Deposit if such liability exceeds the amount of the Security Deposit. When the Lease expires or terminates for any reason, and after full payment of all amounts due and owing are paid by the Lessee, including performance of all Lessee's covenants and agreements (including return of the Leased Premises to the Lessor as outlined in this Lease), the Security Deposit or any portion thereof remaining unapplied shall be returned to Lessee, at Lessor's sole discretion as provided by law. In the event of any sale, lease, or other transfer of the Leased Premises, Lessor may transfer or assign said Security Deposit to Lessor's grantee, lessee, or assignee. Grantee, lessee or assignee, in writing, will undertake and assume all of Lessor's obligations hereunder, and Lessee agrees to look to such grantee, lessee or assignee solely for the return of the Security Deposit.

5. **UTILITIES:** Lessor shall only furnish trash removal and (if applicable) internet service. Unless otherwise agreed in writing by Lessor, payment of all utilities used by the Lessee while Lessee has possession of the Leased Premises is the sole responsibility of the Lessee (e.g., electric, gas, telephone, cable, etc.). Lessee must furnish written proof satisfactory to Lessor that the Lessee has established all accounts for all utility service for the Leased Premises before the Lessee may take possession of the Leased Premises. In the event that no such written proof is received by Lessor within fifteen (15) days of the Start Date of this Lease or other agreed date of possession, this Lease shall automatically terminate and Lessor shall return all prepaid rent/security. Notwithstanding the foregoing, however, the Lessor may deduct all damages from such prepaid rent/security before return of any balance. Notwithstanding the foregoing, the Lessee at a minimum must obtain electric service and (if applicable) gas service before taking possession of the Leased Premises and Lessee must maintain such electric and/or gas service (or any other utility required for the maintaining the habitability of the Leased Premises) throughout the entire term of this Lease or any renewal or extension thereof.

**6. INTERNET (IF SUPPLIED BY LESSOR):**

Lessee Initial(s): \_\_\_\_\_

A. General Provisions. In the event the Lessor provides internet access ("Access") from the Leased Premises, the provisions of this Section shall govern such Access. Any Access is a gratuitous amenity that may be altered, modified or terminated by Lessor at any time without any compensation or reduction in rent. All Access is provided to Lessee on an "as-is with all faults" basis and without warranties of any kind. Lessor assumes no liability or responsibility to Lessee (or any other party) arising from the Lessor's (and/or the Network Manager's) providing of Access including, but not limited to any claims for damages (whether actual, consequential, economic or otherwise) from the following, even if advised of the possibility of such damages: 1) the receipt or use of any internet content gained from Access; 2) any connection loss or failure of any Access (at any time, for any length of time) whatsoever that results from loss of use, data or profits, business interruption or any other commercial or non-commercial damages or loss; 3) unauthorized third-party access and/or damage (including from theft or destruction) to Lessee's hardware and/or software (including information), whether by intrusion (e.g., 'hacking'), virus, other malware or code or any software or hardware malfunction; 4) any loss of confidential information or invasion of privacy. Any violation or abuse of the provisions of this Section may result in: 1) Lessee being banned from further Access without notice and without any compensation or reduction in rent; 2) Lessor filing any action against Lessee for legal damages, indemnification and/or injunctive relief; and/or 3) Lessor's termination of this Lease. The connection for Access is provided by a third-party network manager, ConnectivityU, Inc. (the "Network Manager") in conjunction with a local internet service provider. Access is at all times subject to any bandwidth or other limitations that Lessor (or the Network Manager) may impose and Lessor reserves the right, but is in no way obligated, to implement technical mechanisms to prevent or curtail any activities prohibited under this Section. All Access shall automatically terminate upon termination of this Lease.

B. Tenant-Supplied Components. In order to connect to and use the Internet Connection, Lessee must provide and maintain all computer, equipment, cables, software, and other necessary components as may be identified by Lessor or the Network Manager ("Tenant-Supplied Components"). Should either Lessor and/or the Network Manager determine that any Tenant-Supplied Component impairs Access or poses a hazard thereto, the Lessee shall, at Lessee's expense, immediately remove or correct the impairment or hazard.

C. Access Connection Issues. In the event of any Access connection issues the Lessee shall do the following: 1) First, the Lessee must attempt all connection troubleshooting procedures set forth in the instructions provided to Lessee at time of Lessee's sign-up to Access; and 2) Second, in the event that the connection troubleshooting procedures are not successful, the Lessee must call the Network Manager at (888) 288-3247.

D. Permitted Users. Lessee may permit Access to other legal occupants under this Lease for household, non-commercial purposes and the Lessee may not resell, rent, lease, loan, sublicense, assign, transfer, or otherwise provide Access to any third party. In particular, the Lessee may not implement (or permit the implementation of) chat rooms, bulletin boards, internet relay chat (IRC), web sites, list-servers, online discussion forums, shell accounts, server services such as uploading large video or audio files, or any other activities via the Access that permits Access to users not the Lessor or any legal occupants under this Lease.

E. Use. Lessee acknowledges that Access may allow access to third-party communications, text, information, software, photos, video, graphics, sound, music, and/or other materials ("Third Party Content") that may be protected by various laws, including but not limited to privacy, publicity, copyright, trademark, trade secret, and other proprietary rights laws. Lessee assumes sole responsibility for ensuring that any material (including Third Party Content) that Lessee posts or sends via Access ("Lessee's Content") does not violate any law or the rights of any person; is not defamatory; does not violate any law, including any law relating to pornographic, indecent, or obscene materials; does not contain any virus or any other similar harmful or malicious, program, code, or data; does not threaten, harass, abuse, or otherwise unlawfully offend; and does not otherwise expose Lessor to civil or criminal liability or to disrepute. Lessee grants Lessor a non-exclusive, worldwide, perpetual, royalty-free license to reproduce, adapt, distribute, perform, display, and otherwise use Lessee's Content as necessary to provide Access. Neither Lessor nor the Network Manager assumes any responsibility for Lessee's Content or for any loss or damage related thereto. Practices commonly known as "spamming" are prohibited during use of Access. Such practices include, but are not limited to: sending an unsolicited mass e-mailing to over twenty-five (25) e-mail users; any activities that fall under the definition of "spamming" or related offenses under any applicable law; or any unsolicited e-mail communications that cause the recipient's server to fail or significantly slow down because of the volume or size of the communications being transmitted. The Lessee is solely responsible for compliance with all applicable laws, whether in the U.S. or elsewhere at all times in using the Access, including but not limited to criminal laws pertaining to access and/or download of unlawful content (e.g., child pornography). Lessee agrees to defend, indemnify and hold Lessor harmless from any claims, damages, and expenses (including reasonable attorneys fees and costs) arising out of or related to breach of Section or violation of any law, regulation, or third party's rights via Access. This indemnification obligation shall survive the termination of Access.

F. No Guarantee of Privacy. Communications and other transmissions passing through the internet from Access are not secure, and Lessor does not guarantee the security or privacy of any of browsing conduct, content, or communications. Lessor has the right, but not a duty to Lessee or any third party, to monitor and disclose any conduct, content, or communications via the Access to the extent necessary to protect Access, identify or resolve connection issues, protect the rights or property of Lessor, or as otherwise as permitted or required by law.

#### **7. LESSEE'S USE OF LEASED PREMISES:**

A. The Leased Premises will be occupied only by the Lessee and those listed in this Lease, unless the Lessor gives written permission to allow others to also occupy the Leased Premises. Occupancy, possession or use by others other than listed in this Lease or without the written permission of the Lessor may result in the Lessee receiving an eviction notice pursuant to the Forcible Entry and Detainer Statute.

B. A person will be deemed as "occupying" the Leased Premises with the Lessee if the person stays at the Leased Premises for three (3) or more consecutive days -or- stays a seven (7) days combined in any 12 month period.

C. Lessor does not undertake the duty to provide (and has no such duty to provide) security services for the protection of Lessee's person or property in the Leased Premises, Building or Apartment Community. The Lessee must look solely to the public police for such protection. The Leased Premises has a lock, which Lessor does not warrant in any way. In the event any locks are broken, Lessee shall be responsible for the cost of replacement of the locks. Lessee shall be given keys to the Leased Premises in the number set forth on Page One (1) of this Lease. All keys must be returned to Lessor upon vacation of the Leased Premises. If Lessee fails to return all of the keys to Lessor upon vacating the Leased Premises, Lessor shall have the right to change all locks to the Leased Premises and deduct from any security deposit all costs for parts and labor incurred in the replacement of locks and also the cost of the original locks and keys. No additional locks, re-keying of existing locks or door fasteners shall be permitted. In the event of a lost or misplaced key by the Lessee, Lessee shall pay Lessor a \$75.00 fee for opening a locked door and providing Lessee with a new set of keys, which shall be due and payable as additional rent at the time such services are rendered to Lessee. In the event of a lost or misplaced garage door opener by the Lessee, Lessee shall pay Lessor a \$75.00 fee for opening a garage door which shall be due and payable as additional rent at the time such services are rendered to Lessee.

#### **8. RULES FOR USING, ENJOYING AND/OR POSSESSING THE LEASED PREMISES:**

A. The rules and regulations contained in this Lease are a part of this Lease, and a violation of any of the rules contained in this Lease will result in eviction procedures pursuant to this Lease.

B. Lessee agrees to follow and observe these rules, as well as any future reasonable rules by Lessor for the necessary, proper and orderly care of the Leased Premises. All rules changes will be provided in writing by the Lessor.

C. The Rules:

1) The Lessee shall maintain the Leased Premises in a clean, sanitary and safe condition and may not at anytime allow the Leased Premises or Building to become uninhabitable as determined by any applicable governmental agency.

2) The Lessee shall dispose all debris, garbage and other waste in a clean and sanitary manner from the Leased Premises. Trash removal supplied by Lessor under Section 5 of this Lease covers only normal trash removal and does not include bulk items such as mattresses, sofas and other furniture. Lessee must contact the Lessor to discard large bulk items. Lessor or its

Lessee Initial(s): \_\_\_\_\_

contractor will remove such bulk items at a cost of \$15.00 per item. Lessee must place bulk items approved by Lessor for disposal by the designated dumpster. Any of unapproved items of Lessee will be assessed a \$25.00 per item fee plus any applicable labor charges for moving and/or disposal.

- 3) The Lessee shall properly use and operate all Furnishings, including but not limited to appliances, electrical, gas and plumbing fixtures.
- 4) The Lessee shall not place in the Leased Premises or Building any furniture, plants, animals, or any other things which harbor insects, rodents, or other pests. Lessor will not be providing any pest control for the Premises at Lessor's sole discretion and in no event shall Lessor be liable for any damages caused by pests to the Premises.
- 5) The Lessee shall keep out of the Leased Premises, Building and Apartment Community any materials which would cause or could cause a fire hazard or safety hazard and Lessee shall also comply with reasonable requirements of Lessor's fire insurance carrier.
- 6) The Lessee shall not destroy, deface, damage, impair, nor remove any part of the Leased Premises, Building or Apartment Community or anything associated with them (including, but not limited to, the Furnishings) or otherwise cause waste to be done to them. Lessee is the custodian of the Leased Premises during the term of this Lease or any extension or renewal thereof and shall be strictly liable for all physical damage to the Leased Premises, whether committed by Lessee, occupant, guest, invitee or stranger, including but not limited to damages resulting from fire, break-in or waste. Lessee shall at all times be under a continual duty to report any damage to the Leased Premises to Lessor immediately. On termination of this Lease, Lessee shall return the Leased Premises to Lessor in a condition substantially to the condition the Leased Premises was in at the time Lessee first took possession, with only reasonable wear and tear excepted. Lessee must thoroughly clean the apartment before move-out, including, but not limited to, such items as kitchen appliances (including stove, oven and refrigerator); bathroom toilet, tub and sink; closets; balconies; and vacuum and mop all floors. A "move out procedures" will be provided to Lessee upon receiving notification of move out from Lessee. Lessee must remove all garbage and debris from the Leased Premises and discard it in the designated dumpster. Failure to move all garbage to the dumpster will result in a fee charged against Lessee's account for garbage removal. Lessee must remove all belongings from the Leased Premises and any items or other personal property remaining in the Leased Premises after keys have been turned in will be removed by the maintenance staff and discarded. There will be a fee assessed against Lessee's account should this service be required. Lessee must leave the Lessor's property management office a forwarding address for necessary correspondence. Lessee must notify Lessor of any defects or damages in the Leased Premises within three (3) days after Lessee takes possession thereof, or Lessee will be held responsible for any and all damages in said Leased Premises upon move out. Any repair or maintenance which is not considered normal wear and tear but is instead created by the Lessee will be charged to the Lessee based on parts cost and an hourly labor charge. Current labor charge is \$35.00 per hour.
- 7) The Lessee shall prevent any person in the Leased Premises with Lessee's permission from violating any of the Rules set forth in this paragraph or from violating any other portion of this Lease. The lessee, lessee's occupants, guests and invites may not loiter in any portion of the Building or the Apartment Community, including but not limited to, driveways, stairs, laundry rooms, hallways, parking lots, and in front of the buildings, if any. For purposes of this Paragraph, "loiter" means standing, sitting idly or remaining in any one place with no apparent purpose, whether or not the person is in a vehicle.
- 8) The Lessee shall not allow, keep or otherwise have any animals in the Leased Premises, Building or Apartment Community without written consent of Lessor at any time, for any length of time, not even to visit. Such written permission, if any, shall be a revocable license may be immediately revoked by Lessor with written notice to the Lessee, sent by certified mail, return-receipt requested and by regular mail. All approved 'service animals' must be registered with the Lessor.
- 9) The Lessee shall not exhibit, inscribe, paint, affix or expose anything on or at any window or on any part of the outside of the Leased Premises without the prior written consent of the Lessor. Lessee shall not under any circumstances use sheets, blankets or bed coverings as window fixtures.
- 10) The Lessee shall not install, erect or otherwise attach any awnings or other projections, including but not limited to air conditioners, television or radio antennas, wiring or satellite dishes of any kind on any part of the outside of the Leased Premises without the prior written consent of the Lessor.
- 11) The Lessee shall not enter or use other structures, residential units or facilities located in the Building or Apartment Community without the Lessor's written permission.
- 12) The Lessee shall not make, cause or allow any noise, music, other sounds, disturbances or any other conduct at any time so as to disturb or annoy anyone in the Building, Apartment Community or neighborhood in the quiet enjoyment of their leased premises, Building, Apartment Community or neighborhood, or, as to disturb Lessor in the management of the Leased Premises.
- 13) The Lessee shall use water closets (toilets), basins, other such plumbing fixtures, and stairs only for those purposes that they were designed for and no garbage or other improper articles shall be thrown into or onto them. The Lessee shall pay for any damage resulting from the misuse of such facilities and fixtures.
- 14) The Lessee shall not have or otherwise cause any water furniture (including waterbeds and aquariums) to be brought in or used in the Leased Premises without the written permission of the Lessor. No swimming pools of any kind, including inflatable, "wading" or "kiddies" pools are allowed at any time other than those pool facilities that may be supplied by the Lessor. Lessee understands any pool areas (and/or fitness centers) have posted rules, (the terms of which are incorporated into this Lease Agreement by reference) and compliance with the rules is a requirement to access each. Any violation or abuse of the rules may result in Lessee being banned from access to these areas without compensation or reduction in rent as provided for in this Lease.
- 15) The Lessee shall not perform, cause or allow any illegal drug or alcohol use in or on the Leased Premises, Building or Apartment Community. No legal alcohol use shall be allowed in the common areas or anywhere else in the Building or Apartment Community other than within the Leased Premises.
- 16) The Lessee, Lessee's family members, guests or invitees shall not engage in any conduct that shall be or that shall put the Leased Premises, Building or Apartment Community in violation of any City, County, State or Federal law, statute, regulation or ordinance including but not limited to those pertaining to health, safety and criminal conduct.
- 17) Lessor has the right to bar individuals from the property (i.e., Leased Premises, Building and/or Apartment Community). Lessee must inform Lessee's guest(s) of all the Lease's rules and regulations. If the rules and regulations are broken by Lessee's guests, they may be barred and/or arrested for criminal trespassing. If the rules and regulations are broken by Lessee it is grounds for termination of tenancy. If any previously barred individual is seen or is otherwise observed to have returned to the Leased Premises the Lessor may terminate this Lease in Lessor's sole discretion.
- 18) Notwithstanding any other provision of this Lease, Lessee, any members of Lessee's household or a guest or other person under Lessee's control shall not engage in any criminal activity, including, but not limited to drug-related criminal activity on or near said Leased Premises, Building or Apartment Community. Lessee, any members of the Lessee's household, or a guest or other person under Lessee's control shall not engage in any act intended to facilitate criminal activity, and will not permit the Leased Premises, Building or Apartment Community to be used for, or to facilitate criminal activity (including but not limited to drug-related criminal activity) on or near said Leased Premises, Building or Apartment Community, regardless of whether the individual engaging in such activity is a member of the household, guest or invitee or any person accompanying such member of the household, guest or invitee. Lessee, any members of Lessee's household or a guest or other person under Lessee's control shall not engage in any illegal activity, including but not limited to prostitution, threatening or intimidation or coercion, assault, unlawful discharge of firearms on or near the Leased Premises, Building or Apartment Community, or commit any breach of the Lease that otherwise jeopardizes the health, safety, and welfare of the Lessor, Lessor's employees, agents, or any lessees, occupants and guests of the Building or Apartment Community; or involving imminent or actual serious property damage to the Leased Premises, the Building or Apartment Community. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C 802]) or as defined in the Controlled Substance and Cannabis Nuisance Act, 740 ILCS 40/1, et.seq., or as defined in any other applicable federal, state or local law). Accordingly if the Lessee or other occupant uses the Leased Premises, Building or Apartment Community for the purpose of unlawful possessing, serving, storing, manufacturing, cultivating, delivering, using, selling or giving away controlled substances or permit them to be used for any

Lessee Initial(s): \_\_\_\_\_

such purposes the Lease is voidable at Lessor's option with five (5) days written notice, and it is expressly understood that all provisions of 740 ILCS 40/1, et seq., are applicable to this Lease. If the Lessee or any other occupant(s) of the Leased Premises are charged during the term of this Lease with having committed an offense in or on the Leased Premises, Building or Apartment Community constituting a Class X felony under the laws of the State of Illinois, upon a judicial finding of probable cause at a preliminary hearing or indictment by a grand jury, the Lease, at Lessor's sole discretion, shall become void upon Lessor notifying the Lessee or occupant by posting a written notice at the Leased Premises to the Lessee and occupant(s) to vacate the Leased Premises on or before a date 5 days after the giving of the notice and the Lessor thereafter has the same remedy to recover possession of the Leased Premises as against the Lessee if Lessee holds over after the expiration of his or her term. If the Lessee or occupant(s) of the Leased Premises, on one or more occasions uses, or permits the use of the Leased Premises, Building or Apartment Community for the commission of any act that would constitute a Felony or a Class A Misdemeanor under the laws of the State of Illinois, this Lease, in the sole discretion of the Lessor, shall become void upon Lessor notifying the Lessee or occupant(s) by serving a written notice upon Lessee or occupant(s) to vacate the Leased Premises on or before a date five (5) days after the giving of the notice and the Lessor thereafter has the same remedy to recover possession of the Leased Premises as against the Lessee if Lessee holds over after the expiration of the Lessee's lease term.

**19)** The Lessee, any member of the Lessee's household, or a guest or other person under the Lessee's control shall not engage in acts of violence or threats of violence, including, but not limited to, threats or threatening conduct made to or made against any member of Lessor's management staff (including such threats to any contractors, vendors or agents of Lessor) and/or any unlawful discharge of firearms on or near the Leased Premises. Lessee shall not use, or permit the use of the Leased Premises, Building or Apartment Community, or any parts thereof, for any unlawful, disorderly, or objectionable purposes, nor commit, or permit the commission of any breach of the peace or any nuisance thereon.

**20)** All vehicles owned or used by the Lessee that will be parked in the Apartment Community shall have valid license plates, registration and shall not be an "inoperable motor vehicle" as defined by either local municipal ordinance or the Illinois Municipal Code. There shall be no vehicles (including motorcycles, trucks, trailers, boats or other watercraft, semi-tractor trailers, motor homes or other similar recreational vehicles or farm implements) other than automobiles operated or kept on the Leased Premises by Lessee, Lessee's agents, or guests, without the written consent of Lessor. Parking spaces are allocated based upon the number of authorized occupants in the Leased Premises in Lessor's discretion. In parking lots controlled by permits, only the registered vehicles of the Lessee are permitted about the property at any time and must display a valid non-expired parking permit. No repairing or maintenance of any motor vehicle is permitted in the Apartment Community at any time. The washing of any motor vehicle is not permitted except as otherwise authorized in writing by Lessor. Lessee's agents and guests may not park any motor vehicle on Lessor's property for more than twenty-four (24) hours unless the motor vehicle is first registered with Lessor. Any unauthorized, abandoned, inoperable any motor vehicle or any motor vehicle not having current license plates or any motor vehicle that is otherwise in violation of the terms of this Section and/or the other provisions Lease may be towed from the Building and/or the Apartment Community at owner's risk and expense without notice. The use or storage of Lessee's or any other person's vehicle, whether or not parked or being driven in or about the Building's and/or Apartment Community's parking area (and if applicable, garages) shall at all times be at the sole risk of Lessee, and Lessor assumes no liability for any motor vehicle or damages caused by or to such motor vehicle. Should any employee of Lessor assist Lessee or take part in the parking, moving or handling of Lessee's or any other person's motor vehicle or other property entrusted or placed in the hands or custody of any such employees for any reason whatsoever, such employee in doing any of the foregoing shall be the agent of Lessee and not of Lessor, and Lessor shall not be liable to Lessee or to any other person for the acts, negligence or omission of such employee in connection therewith. If Lessee has leased a garage space, or uses parking spaces in the Building and/or Apartment Community, then Lessee agrees that Lessor shall not be responsible for any damage to vehicles parked in said garage or spaces including, but not limited to damage caused by other motor vehicles, water leaks, vandals or any other cause. Lessor shall further not be responsible for thefts of motor vehicles, or personal property located in said spaces.

**21)** Lessee shall at all times during the term of this Lease shall ensure that all children or any others under a legal disability shall be fully and properly supervised at all times at the Leased Premises by an adult over the age of 18 years not under any legal disability.

**22)** Violation of the above provisions or any other term of the Lease or any addendum or set of rules shall be a material violation of this Lease and good cause for termination of tenancy. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the Lease. It is understood and agreed that a single violation shall be good cause for termination of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

**9. ALTERATIONS AND FIXTURES:** Lessee shall make no alterations or additions of any kind to the Leased Premises, Building or Apartment Community, unless the Lessor has given its written permission. If written permission is granted, then the alteration can only be made to the extent, conditions and specifications given in the written permission and the alteration cannot exceed the scope of the permission. Any such addition shall be considered a "fixture" as defined by law, and shall become Lessor's property unless the Lessor grants permission to remove the fixture or requests that the fixture be removed. If Lessor gives his permission to the Lessee to remove the fixture or if the Lessor requests the Lessee to remove the fixture, the Lessee shall put that part of the Leased Premises into like condition as existed prior to the installation of such fixture at Lessee's sole cost and expense. In any case, the Lessor shall not be responsible to the Lessee for any loss for any fixture for any reason, including destruction of the Leased Premises, Building or Apartment Community. Lessor may in its discretion replace, but shall not be liable for replacing any light bulbs, furnace filters or smoke detector batteries within the Leased Premises at any time during the term of this Lease or any extension thereof. Lessor shall not be liable for any labor or materials furnished or to be furnished to the Lessee upon credit and Lessee shall not allow any mechanics or other lien for any such labor or materials to attach to or affect the Leased Premises, Building or Apartment Community. Should any mechanics lien be filed against the Leased Premises, Building or Apartment Community, based upon any act or interest of the Lessee or of anyone claiming through the Lessee, or if any security agreement shall have been filed for or affecting materials, machinery, or fixtures used in the construction, repair, or operation thereof or annexed thereto by the Lessee, this shall constitute as a material default on the part of Lessee and Lessor may, upon ten (10) days notice of default, proceed to terminate this Lease. Lessee shall immediately take such action by bonding, deposit, waiver, or payment as will remove the lien or the security agreement and if the Lessee has not removed the lien within ten (10) days after notice from the Lessor, the Lessor may, at its option and in addition to Lessor's right to terminate this Lease, pay the amount of such mechanics lien or security agreement or discharge the same by deposit, and the amount so paid or deposited, with interest thereon at nine percent (9%) per annum, shall be deemed additional payments due under this Lease, and shall be payable forthwith and proceed with Lessor's termination of the Lease and re-entry onto the Property. Any labor or materials furnished to the Lessee upon for improvement to the Leased Premises, Building or Apartment Community without the written approval of Lessor as set forth in this Section, shall have be deemed to have been furnished to the Leased Premises, Building or Apartment Community without Lessor knowledge or consent for purposes of foreclosure action on a mechanics or other such lien.

**10. ACCESS:** Lessor reserves the right to make reasonable inspection of the Leased Premises, pursuant to the provisions in this Section. Lessor reserves the right to enter the Leased Premises to make necessary repairs or improvements, supply necessary or agreed services, or exhibit the Leased Premises to prospective or actual purchasers or Lessee, or as is otherwise necessary in the normal and safe operation of the Leased Premises. Lessor shall attempt to supply notice of entering the Leased Premises and the specific purpose for such entering, including general inspection and showing to prospective lessees, at least one-half (1/2) hour before entering the Leased Premises, emergencies excepted. Lessor retains the right to keep and use copies of any keys necessary for access to the Leased Premises, and Lessor may give said keys to workmen or others who are involved in the normal and safe operation of the Leased Premises.

**11. ASSIGNMENT, SUBLETTING, AND RELETTING:**

**A.** Lessee shall not assign this Lease, or sublet or re-let the Leased Premises, without the Lessor's written permission, in Lessor's sole discretion. Lessor may at any time for any reason reject any prospective new Lessee offered by Lessee or by others with or without cause, in Lessor's sole discretion.

**B.** Lessee agrees that Lessor may at any time and as often as desired assign or re-assign all of its rights as Lessor under this Lease.

**12. EMINENT DOMAIN (CONDEMNATION):** If the whole or any substantial part of the Leased Premises, Building or Apartment Community is taken or condemned by any competent government authority with jurisdiction over thereof, for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Leased Premises, Building or Apartment Community, the term of this Lease shall at the option of the Lessor or the condemning authority be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose and Lessor shall be entitled to receive the entire award without apportionment with Lessee. Rent shall be apportioned as of the date of Lessee's vacating as the result of said termination.

Lessee Initial(s): \_\_\_\_\_

**13. DEFAULT:**

A. Termination. Lessor may seek a judicial order to enter the Leased Premises and re-take possession of same from Lessee, and do such things as may be permitted by law or as set out herein with no liability to Lessee for any loss or damages resulting in any way from such action by Lessor if at any time the Lessee:

- 1) Fails to pay rent in full within five (5) days after service of the appropriate statutory notice; or
- 2) Violates any other covenant made by Lessee in this Lease and then fails to quit possession of the Leased Premises within ten (10) days after service of the appropriate statutory notice; or
- 3) Fails to quit possession of the Leased Premises within the time given under any other appropriate statutory (such as a written 30-day notice).

Notwithstanding such termination of the Lease and re-entry of possession by Lessor, the liability of Lessee for all rents provided for under the remaining term of the Lease shall not be relinquished or extinguished for the balance of the term of this Lease and are hereby specifically reserved by the Lessor; Lessee shall pay an amount of money equal to the total rent which but for termination would have become payable during the remainder of the term, less the amount of rent, if any, which Lessor may receive during such period from others to whom the Leased Premises may be rented on such terms and conditions and such rents as Lessor, in its sole discretion, shall deem proper, plus, the reasonable costs Lessor has incurred to re-rent the Leased Premises along with any other sums due Lessor resulting from Lessee's use and possession of the Leased Premises (e.g., physical damages, unpaid utilities, etc.). It is further agreed, by the parties hereto, that after the service of notice, the commencement of a suit, or after final judgment for possession of the Leased Premises, Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, said judgment or any right of Lessor to possession of the Leased Premises.

B. Improper Vacating. If Lessee shall abandon or vacate the Leased Premises without proper notice to Lessor, the same may be re-let by Lessor for such rent and upon such terms as Lessor shall deem proper pursuant to 735 ILCS 5/9-213.1. If a sufficient sum shall not thus be realized, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency pursuant to the damages formula in the event of evictions set forth in the preceding paragraph above. Lessee agrees that so long as Lessor does not seize furnishings or possessions of Lessee for the purpose of rent payments, Lessor may remove any and all property from the Leased Premises in the event of breach by Lessee pursuant to the provisions set forth in this Paragraph. These possessions may be handled, removed, stored or disposed of by Lessor at the sole risk and expense of Lessee. Lessor shall in no event be responsible for the preservation or safekeeping hereof. Lessee shall pay to Lessor, upon demand; any and all expenses incurred with such removal and all storage charges against such property so long as the same shall be in Lessor's possession or under Lessor's control. If any property shall remain on the Leased Premises or in the possession of Lessor and shall not be retaken by Lessee within ten (10) days, said property shall conclusively be deemed to have been forever abandoned by Lessee.

C. Expiration. Lessee agrees that in the event Lessee fails to vacate the Leased Premises upon the natural expiration of this Lease, Lessee's continued occupancy shall be for a month-to-month term or shall terminate pursuant to 735 ILCS 5/9-213, in Lessor's sole discretion; in the event that Lease shall continue on a month-to-month term all other terms of the Lease shall remain in full force and effect, and the rent amount will be enforced as current market rent plus \$50.00 per month.

D. Other Legal Remedies. The rights and remedies of Lessor under this Lease are cumulative. The exercise or use of any one shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall Lessor's exercise or use of any right or remedy waive any other right or remedy. Each and every Lessee signing this Lease shall be jointly and severally liable for all rental payments, damages and other obligations imposed hereunder. It is further agreed that in the event that one or more of the Lessees signing this Lease vacates the Leased Premises before the expiration of the term then running, the vacating Lessee as well as the remaining Lessee or Lessees signing this Lease shall all be responsible for the balance of all rental payments, damages and other obligations imposed hereunder. Any security deposit made by any Lessee at the initiation of the original term of this Lease shall remain as security for the balance of the term currently running and any renewal terms in the future.

E. No Waiver: No waiver of any breach of any covenant, term or condition of this Lease by Lessee shall be construed as, or constitute, a waiver of any other or subsequent breach of the same or any other covenant, term or condition.

**14. COSTS OF ENFORCING LEASE AGREEMENT:** Lessee shall be liable for all of the Lessor's costs, expenses and attorney's fees in and about the enforcement of the covenants and agreements of this Lease, including costs for private service of process and collection fees and costs.

**15. LESSEE DEATH/LEASED PREMISES DESTRUCTION, ETC.:** Upon the death of all the persons who are lessees under this Lease, or, upon the complete destruction or substantial portion thereof of the Leased Premises, the Lease shall be immediately and automatically terminated as of the date of death of the last person who is a Lessee, or, the date of the complete destruction of the Leased Premises or substantial portion thereof. If the Leased Premises herein is made un-tenantable by virtue of fire or any other casualty, the Lessor may in Lessor's discretion (but shall not be obligated to) provide Lessee with an alternative premises or living quarters.

**16. LESSEE'S INSURANCE AND RISK OF LOSS REGARDING LESSEE'S PERSONAL POSSESSIONS:** Lessor is not an insurer of Lessee's person, or other personal property. It is the Lessee's sole responsibility to procure renter's and Leased Premises liability insurance at Lessee's sole cost and expense and the Lessor is not responsible for the loss of any of Lessee's person or personal property occasioning from any event relating to the Leased Premises, Building or Apartment Community unless the event was caused by the willful or grossly negligent conduct of the Lessor and Lessor shall not be liable to any other person for any personal injury or property damage occasioning from any event relating to the Leased Premises, Building or Apartment Community unless such injury was the result of the negligent or willful conduct of the Lessor. Lessee agrees that all of Lessee's person and property in or on the Leased Premises, Building or Apartment Community (including Lessee's guests, invitees and other third parties) shall be at the risk of Lessee only.

**17. FINAL AGREEMENT OF THE PARTIES AND MODIFICATION OF THAT AGREEMENT:**

- A. The terms and conditions contained above contained in this Lease shall herein be conclusively deemed the complete agreement between the Lessee and the Lessor.
- B. NO MODIFICATIONS OF THIS LEASE AGREEMENT or any of its terms, conditions or promises shall be binding upon the parties UNLESS MADE IN WRITING AND SIGNED by the party sought to be bound.

**18. LEAD WARNING STATEMENT**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

a). Was this Leased Premises built before 1978: NO  or YES  if yes, complete the following.

b). Lessor's Disclosure (check all that apply):

- 1.  Known presence of lead-based paint and/or lead-based paint hazards are present in the Leased Premises (explain):
- 2.  Lessor has provided the Lessee with the following list of documents pertaining to lead-based paint and/or lead-based paint hazards in the Leased Premises:
- 3.  Lessor has no documents pertaining to lead-based paint and/or lead-based paint hazards in the Leased Premises.
- 4.  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the Leased Premises.

Lessee Initial(s): \_\_\_\_\_

**19. SIGNATURES**

**LESSEE: I/WE ACKNOWLEDGE THAT I/WE HAVE REVIEWED THIS LEASE AGREEMENT, AGREE TO BE BOUND BY ITS TERMS AND HAVE RECEIVED A COPY OF SAME:**

|                    |                    |
|--------------------|--------------------|
| <b>Lessee</b>      | <b>Lessee</b>      |
| X: _____           | X: _____           |
| (Lessee signature) | (Lessee signature) |
| <b>Lessee</b>      | <b>Lessee</b>      |
| X: _____           | X: _____           |
| (Lessee signature) | (Lessee signature) |

**LESSOR: APARTMENT MART OF SPRINGFIELD, INC.**

BY: \_\_\_\_\_  
**Lessor's Duly Authorized Agent** (signature)

**20. PERSONAL GUARANTY (Cosigner Agreement)**

The undersigned Guarantor(s), for an on behalf of Lessee under the Lease Agreement with Lessor for the Leased Premises, contracts and agrees as follows: As an inducement for Lessor to enter into the Lease Agreement with Lessee for lease of the Leased Premises and in consideration thereof, the undersigned Guarantor(s) hereby agree(s) to be personally and individually responsible for all of Lessee's monetary and other obligations (including but not limited to rent payments, late charges, NSF fees, utilities, damages and indemnification from any civil or criminal liability) resulting from Lessee that are incurred by the Lessor or that are otherwise attributable to and resulting from the Lease entered into by and between Lessee and Lessor. Guarantor(s) also understand(s) that this agreement is a guaranty for payment of all of the Lessee's monetary obligations for the Leased Premises and does not create any landlord/tenant or lessor/lessee relationship between Guarantor(s) and Lessor for the Leased Premises and does not create any tenancy or right to possession of the Leased Premises for or in favor of Guarantor(s).

The Guarantor(s) and Lessor also agree that it is the parties' intent that this Personal Guarantee of Payment is a continuing, absolute and unconditional guaranty that will be and remain effective during the existence of the legal obligations of Lessee to Lessor under the Lease Agreement, whether said obligation is monetary or otherwise, and will extend with any extension, renewal or modification of the original Lease Agreement regarding the Leased Premises, the execution of any new lease between Lessor and Lessee, with or without the knowledge and consent of Guarantor(s) of said execution.

**GUARANTOR(S): I/WE ACKNOWLEDGE THAT I/WE HAVE REVIEWED THIS PERSONAL GUARANTY, AGREE TO BE BOUND BY ITS TERMS AND HAVE RECEIVED A COPY OF SAME:**

Guarantor(s): **N/A**

|                       |                       |
|-----------------------|-----------------------|
| X: _____              | X: _____              |
| Guarantor (signature) | Guarantor (signature) |



• 1600 Toronto Road Springfield, Illinois 62712 • Phone 217-529-2900 • Fax 217-529-2925

### PET ADDENDUM ("Pet Addendum")

|  |  |  |
|--|--|--|
| Date of Pet Addendum (MM/DD/YY)                          |  |  |
| Lessee Name(s): (Individually or collectively, "Lessee") |  |  |
| Complex: ("Apartment Community")                         |  |  |
| Leased Premises Building Address: ("Building")           |  | Apartment or Leased Premises Number: ("Leased Premises") |

This Pet Addendum amends Paragraph 8(C)(8) of the lease signed between the Lessor and Lessee for the Leased Premises ("Lease"), said Paragraph 8(C)(8) stating as follows:

*The Lessee shall not allow, keep or otherwise have animals in the Leased Premises, Building or Apartment Community without written consent of Lessor at any time, for any length of time, not even to visit. Such written permission, if any, shall be a revocable license may be immediately revoked by Lessor with written notice to the Lessee, sent by certified mail, return-receipt requested and by regular mail.*

In consideration of Lessor's written permission as set forth herein and in consideration of Lessee's covenants as set forth herein, the parties hereby amend the Lease as follows:

**1. GRANT OF LICENSE.** The Lessor shall allow an exception to Paragraph 8(C)(8) of the Lease by allowing Lessee to keep the following animal(s) (Individually or Collectively, "Pet") at the Leased Premises:

| Animal No. | Type: | Breed: | Name: | Color: | Age (Years): | Weight (Lbs.): |
|------------|-------|--------|-------|--------|--------------|----------------|
| No. 1      |       |        |       |        |              |                |
| No. 2      |       |        |       |        |              |                |

**2. CONDITIONS OF LICENSE.** The Lessee agrees to the following conditions regarding the Pet (**check all that apply**):

- A. Lessee shall pay a non-refundable Pet payment of **\$100.00** which is due to Lessor before the Pet is allowed into or on the Leased Premises, Building or Apartment Community;
- AND/OR
- B. Lessee shall pay as additional rent in the amount of **\$15.00** and such rent shall be due the same time as the original rent as set forth in the Lease;
- C. The Pet shall, at all times, remain inside the Leased Premises and/or Apartment Community (i.e., the Pet shall not allowed to be kept outside of the Leased Premises and/or Apartment Community at any time);
- D. That the Lessee, upon either the expiration or termination of the Lease, upon the Pet being removed from the Leased Premises, Apartment Community and Building, or upon the abandonment of the Leased Premises by the Lessee, that the Lessee shall restore the grounds of the Leased Premises (i.e., yard) and/or the interior of the Leased Premises in as good a condition as it was prior to the Pet being allowed onto it, to the satisfaction of the Lessor. The Lessor may utilize a yard or landscaping company as verification of Lessee's compliance with this subparagraph; and,
- E. The Lessee shall insure that the Pet does not cause any violation of any public health and safety code or any other local, state and federal ordinances, rules, regulations, statutes, or codes as required of Lessee in Paragraph 7(C)(16) (including but not limited to having all required inoculations and licenses) of the Lease and that the Pet shall not at any time, for any length of time, become a threat to human beings, other animals or property (real or personal) while on the Leased Premises, Apartment Community or Building.
- F. Pets must be properly supervised and controlled at all times. Must be kept on a short leash while in common areas or on the grounds. Barking will not be tolerated if it is considered to be a nuisance to other tenants. Proper disposal of cat litter (properly bagged) will be done on a frequent basis. Odors arising from cat litter will not be tolerated.
- G. Lessee warrants that the Pet is housebroken. Lessor warrants that the Pet has no history of causing physical harm to persons or property such as: biting, scratching, chewing etc., and further warrants that the Pet has no vicious history or tendencies
- H. Lessee warrants that the pet(s) in this agreement will not exceed 30 lbs. at any given time during the lease. If the pet(s) exceed 30 lbs. than the Lessor can revoke this Pet Addendum at any time resulting in either the removal of the pet from the premises or the termination of the lease.

**3. REVOCATION OF LICENSE.** The Lessee understands and agrees that this Pet Addendum constitutes the Lessor's written permission to allow the Lessee to have and maintain a pet into and on the Leased Premises and that such permission as set forth in this Pet Addendum is a revocable license in favor of Lessor (i.e., Lessor's permission may be revoked by Lessor at Lessor's sole discretion) that is revocable with mere written notice to Lessee. In the event of such revocation, if any, the Lessee agrees to remove the Pet from the Leased Premises, Apartment Community and Building and acknowledges that any further habitation by the Pet at the Premises, Apartment Community or Building will be a material violation of the Lease.

**4. LESSEE INDEMNIFICATION.** The Lessee shall defend, indemnify and hold harmless the Lessor for any and all liability, demands, claims and causes of action arising from the Pet being kept in and on the Premises, Apartment Community and Building including, but not limited to, health/safety code violations and personal injuries resulting from the Pet, including, but not limited to, attacks and attorneys' fees. Such defense, indemnification and holding harmless by Lessee shall not be limited to any applicable insurance maintained by Lessee.

**5. ACKNOWLEDGMENT OF LICENSE.** Lessee understands that Lessor's grant of permission permitting Lessee to keep the Pet at the Leased Premises, Apartment Community and Building is a revocable license that is revocable at the will of the Lessor and that any waiver of Lessee's obligation in one instance shall not operate as a waiver of any provisions of the terms and conditions of this Pet Addendum.

Lessee Initial(s): \_\_\_\_\_

**6. CONFLICTS.** The terms of this Pet Addendum are to supplement and amend the Lease but in the event of any conflict between the terms of the Lease and this Pet Addendum, the terms of this Pet Addendum shall control.

**7. SIGNATURES**

**LESSEE: I/WE ACKNOWLEDGE THAT I/WE HAVE REVIEWED THIS LEASE AGREEMENT, AGREED TO BE BOUND BY ITS TERMS AND HAVE RECEIVED A COPY OF SAME:**

**Lessee**

X: \_\_\_\_\_  
(Lessee signature)

---

**LESSOR: APARTMENT MART OF SPRINGFIELD, INC.**

BY: \_\_\_\_\_  
**Lessor's Duly Authorized Agent** (signature)

Lessee Initial(s): \_\_\_\_\_



• 1600 Toronto Road Springfield, Illinois 62712 • Phone 217-529-2900 • Fax 217-529-2925

**RELEASE OF CONFIDENTIAL INFORMATION POLICY**

FROM: Apartment Mart of Springfield, Inc.

TO:

DATE:

RE: Release of Information Policy

We thank you for your consideration to use us to serve your residential housing needs. In keeping with our strong commitment of service to our residents, we ask that you please note the following policy that it has enacted to help ensure the privacy of your file information with us:

As a courtesy to its former or current residents, we will send information regarding a resident's tenancy with us to any new or potentially new lessor the resident has applied to for residency, provided that the resident has provided us with a signed, dated and otherwise fully completed Authorization and Request to Release Confidential Information form, a personalized copy of which is attached to this Policy. Forms may be picked up from us at no charge during normal business hours.

The form must be signed by all persons applying with the new or potentially new lessor if these persons are on record as having been a tenant of record of us for the lease in which the information is requested. Until such time as all required signatures are present, we, as well as our employees, representatives and agents, are not required to send any information. The residents by signing this policy agree that we shall not be liable for any such refusal or omission.

We, in our sole discretion, may request reasonable copy or mailing fees to send the information to the new or potentially new Lessor, as circumstances warrant. In addition, the resident agrees that, as sending this information is a courtesy to the resident that the resident holds harmless us and our employees, representatives and agents from any error or omission regarding information provided by them to the new or potentially new Lessor.

**ACKNOWLEDGMENT**

**I/We on the date set forth herein, hereby acknowledge that I/we have had the opportunity to read the foregoing Policy, that I/we understand, agree with and shall abide by said Policy and that we have received a copy of same from Apartment Mart of Springfield, Inc.**

**Lessee**

**Lessee**

X: \_\_\_\_\_  
(Lessee signature)

X: \_\_\_\_\_  
(Lessee signature)

**Lessee**

**Lessee**

X: \_\_\_\_\_  
(Lessee signature)

X: \_\_\_\_\_  
(Lessee signature)



• 1600 Toronto Road Springfield, Illinois 62712 • Phone 217-529-2900 • Fax 217-529-2925

### GARAGE LEASE ("Garage Lease")

|  |                                     |   |                           |               |                  |
|--|-------------------------------------|---|---------------------------|---------------|------------------|
| Date of Garage Lease (MM/DD/YY)                          | Term of Garage Lease <sup>2</sup>   | Security Deposit                            | Monthly Rent              | Keys (Number) | Openers (Number) |
|  | Beginning (MM/DD/YY) ("Start Date") | Ending (MM/DD/YY) ("End Date") <sup>3</sup> | \$                        | \$            |                  |
| Lessee Name(s): (Individually or collectively, "Lessee") |                                     |   |                           |               |                  |
| Complex: ("Apartment Community")                         |                                     |   |                           |               |                  |
| Complex Address: ("Real Estate"):                        |                                     |   |                           |               |                  |
| Residential Apartment/Unit Number: ("Leased Premises")   |                                     |   | Garage Number: ("Garage") |               |                  |

**1. APARTMENT MART OF SPRINGFIELD, INC. RESIDENTIAL LEASE:**

Lessee has a residential lease ("Residential Lease") with Apartment Mart of Springfield, Inc. for the Leased Premises within the Apartment Community on the Real Estate. It is a material provision of this Garage Lease that the Lessee maintains the validity of the Residential Lease or any other agreement with the Lessor for any other residential unit in the Apartment Community at all times during the Term of Garage Lease or any renewal or extension of it. The term of the Residential Lease shall control the Term of the Garage Lease, and expiration and/or termination of the Garage Lease shall be on the same date and/or at the same time as that of the Residential Lease, notwithstanding any other Start Date or End Date set forth in this Garage Lease. Upon the expiration of the Residential Lease on the End Date or on the end of any renewal or extension of the Residential Lease, the Garage Lease shall, at Lessor's sole discretion, immediately expire without any further notice or demand to Lessee and in such instance the Lessee shall be bound to immediately quit possession of the Garage and return possession of it to Lessor. Any material violation of the Residential Lease by the Lessee shall also be deemed a material violation of this Garage Lease and Lessor may, at Lessor's discretion, include an action for termination of the Garage Lease in any eviction suit pertaining to the Residential Lease. In the event of any termination of the Residential Lease the Garage Lease shall, at Lessor's sole discretion, immediately terminate, and in such instances the Lessee shall be bound to immediately quit possession of the Garage and return possession of it to Lessor. For any material violation of the provisions of this Garage Lease, the Lessor in its sole discretion may terminate the Residential Lease but may in its sole discretion move to only terminate this Garage Lease in which case the Residential Lease shall remain in full force and effect. In the event of any direct conflict between the provisions of this Garage Lease and the Residential Lease, the terms of the Residential Lease shall control.

**2. DESCRIPTION AND LOCATION OF GARAGE**

The Garage is a detached, 'one-car' garage located within the Apartment Community. The Garage is located with other similar garages on a part of the real estate that is designed and used for the purpose of renting or leasing such individual garages for storage space to occupants who are to have access to such for the purpose of storing and removing motor vehicles and other personal property and such area shall be considered a "self-storage facility" and this Garage Lease is a "rental agreement" for purposes of 770 ILCS 95/1, et. seq. The Lessee acknowledges and accepts that the Garage may be located in a part of the Real Estate not near, adjacent to other otherwise convenient to the Leased Premises, Building or a handicapped parking area.

**3. RENT, SECURITY DEPOSIT AND UTILITIES**

**A.** Rent due under this Garage Lease is separate from and in addition to any rent due under the Residential Lease. Lessee shall pay Lessor (or Lessor's designated agent) as rent for the Garage, the sum stated above in the box designated "Monthly Rent" above until expiration or termination of this Garage Lease, including any extensions or renewals thereof. All rents are due and payable in advance, on or before the first (1<sup>st</sup>) of each month. Monthly bills are not generated by Lessor and none are sent to Lessee. Rent for each month is to be payable to the order of "Apartment Mart of Springfield, Inc." and is to be mailed or otherwise delivered to the Lessor at 1600 Toronto Road, Springfield, Illinois 62712. Rent payments received after the third (3<sup>rd</sup>) of the month must include a late fee of fifty dollars (\$50.00) which shall be due and payable by Lessee as addition rent. Lessor may refuse to accept cash for rent payments in Lessor's discretion. All payments made by Lessee shall be first applied to past due rent, NSF fees, late fees, and damages and thereafter are applied to current rent. The issuance of any check by Lessee that is returned by Lessee's bank as not honored for payment for any reason shall incur an additional charge of twenty-five Dollars (\$35.00) or the charge incurred by Lessor as a result of such dishonor, whichever is greater. All past due rent, fees and charges created by such dishonored check shall be immediately due and payable in certified funds (e.g., cashier check or money order). In the event of any dishonored check of Lessee, upon election of Lessor, future checks from Lessee may not be accepted as payment for future rent. In the event that the Lessee shall violate the obligation to pay rent in a timely manner as set forth in this Garage Lease, three (3) or more times in any twelve month period, whether said violations were cured or not, then such conduct shall be a material violation of the terms of this Garage Lease and the Garage Lease may be terminated by the Lessor with 10 days' written notice. Lessee's covenant to pay rent is and shall be independent of each and every other covenant of this Garage Lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action. It is further agreed that the amount of rent paid by Lessee is for the occupancy of the Garage and is in no way to be construed as payment for the use of the Leased Premises or any other facilities owned or operated by Lessor except as may be expressly stated in this Garage Lease. In the event that Lessor has granted Lessee a Rent Concession, in the event that the Garage Lease is terminated during the period the Rent Concession is effective due to the fault of the Lessee or the Lessee is otherwise in violation of the Garage Lease, then the Lessor may, in addition to any other remedies of Lessor under this Garage Lease or applicable law, declare the Rent Concession terminated and in such event, the Lessor may demand from Lessee immediate, lump-sum repayment the amount of rent concession given as of the date of termination which shall be immediately payable by Lessee as additional rent.

**B.** Security Deposit due from Lessee for deposit with Lessor is separate from and in addition to any security deposit due under the Residential Lease. Lessee shall pay to Lessor the Security Deposit in the amount set forth in the box designated "Security Deposit" above before Lessee shall have a right to possession of the Garage. Said deposit shall be held by Lessor as security for the performance of each and every covenant and agreement to be performed by Lessee under the Garage Lease. Lessor has the right, but not the obligation, to apply the deposit in whole or in part as payment of such amounts as are reasonably necessary to remedy Lessee's arrearage in past due rent or for damage or other failure of Lessee's performance of the covenants or agreements contained in this Garage Lease. Lessee's liability is not limited to the amount of the deposit if such liability exceeds the amount of the deposit. In the event of any sale, Garage Lease, or other transfer of the Real Estate, Lessor may transfer or assign said Security Deposit to Lessor's grantee, lessee, or assignee. Grantee, lessee or assignee, in writing, will undertake and assume all of Lessor's obligations hereunder, and Lessee agrees to look to such grantee, lessee or assignee solely for the return of the Security Deposit.

<sup>2</sup> If the Garage Lease term is to be month-to-month, insert "Month" in both spaces.

<sup>3</sup> Or on date of termination or expiration of the Residential Lease, whichever occurs first (i.e., the term of this Garage Lease automatically expires and/or terminates on the date the Residential Lease expires and/or terminates).

Lessee Initial(s): \_\_\_\_\_

C. Unless otherwise agreed in writing, payment of all utilities used by the Lessee while Lessee has possession of the Garage is the sole responsibility of the Lessee. Lessee must furnish written proof satisfactory to Lessor that the Lessee has established all accounts for all utility service to the Garage before Lessee may take possession of it or have access to it. In the event that no such written proof is received by Lessor within fifteen (15) days of the Start Date of this Garage Lease or other agreed date of possession, this Garage Lease shall automatically terminate and Lessor shall return all prepaid rent/security. Notwithstanding the foregoing, however, the Lessor may deduct all damages from such prepaid rent/security before return of any balance. Lessee must also maintain such utilities throughout the entire term of this Garage Lease or any renewal or extension thereof.

#### 4. PRE-POSSESSION PROVISIONS AND INITIAL ACCESS:

A. Before Lessee may take initial possession of the Garage (and before Lessor is required to give Lessee the keys, garage-door openers or any other access to the Garage to Lessee), the Lessee must first pay to Lessor all monies due and owing to Lessor at the commencement of this Garage Lease (including but not limited to initial rent, prorated or otherwise, and security deposit), must not be in default of the Residential Lease and must otherwise be in compliance with any other pre-possession terms of this Garage Lease as determined by the Lessor (e.g., providing motor vehicle license information, etc.). This Garage Lease shall automatically terminate if Lessor fails to deliver possession to the Lessee within fifteen (15) days of the Start Date of this Garage Lease. If the Garage Lease is terminated pursuant to this Paragraph the Lessor shall refund all prepaid/rent and security paid on the Garage Lease which Lessee agrees shall be Lessee's only remedy.

B. Lessee hereby declares that prior to Lessee's execution of this Garage Lease that Lessee was shown and Lessee inspected the exterior and interior areas of Garage and all related areas and grounds of the Apartment Community and Real Estate and is fully satisfied with the physical condition thereof. Lessee agrees that no representations, warranties (expressed or implied) or covenants with respect to the condition, maintenance or improvements of the Garage or any related areas and grounds of the Apartment Community and Real Estate have been made to Lessee except those contained in this Garage Lease or in any writing signed by Lessor. Notwithstanding the foregoing, Lessee acknowledges that Lessee in Lessee's inspection of the exterior and interior of the Garage, that Lessee found no evidence of mold and other environmental (e.g., biological), industrial (e.g., chemical) or any other physical condition that posed or could have posed a danger of damage to any motor vehicles and/or any personal property kept within the Garage, and/or that posed or could have posed a risk to the Lessee's health or safety. Lessee agrees that Lessor has no obligation or duty to Lessee or Lessee's occupants, guests, invitees or visitors to protect against exposure to mold or any other environmental, industrial or similar or related physical conditions, whether to themselves or to any of their personal property kept within the Garage.

C. Lessee shall be given keys and/or garage door openers to the Garage in the number set forth on the first (1<sup>st</sup>) page of this Garage Lease. All keys and garage door openers must be returned to Lessor upon vacation of the Garage. If Lessee fails to return all of the keys and/or openers to Lessor upon vacation of the Garage, Lessor shall have the right to change all locks to and acquire new openers for said Garage and deduct from Lessee's security deposit all costs for parts and labor incurred in the replacement of locks and purchase of the garage door openers. No additional locks, re-keying of existing locks or door fasteners shall be permitted. In the event of a lost or misplaced key by the Lessee, Lessee shall pay Lessor a \$75.00 fee for opening a locked door and providing Lessee with a new set of keys, which shall be due and payable at the time such services are rendered to Lessee. In the event of a lost or misplaced garage door opener by the Lessee, Lessee shall pay Lessor a \$75.00 fee for opening a garage door which shall be due and payable at the time such services are rendered to Lessee. By taking the keys to the Garage, Lessee also authorizes Lessor's access to the Garage to make necessary repairs, inspection or improvements, supply necessary or agreed services, or exhibit the Garage to prospective or actual purchasers or lessees, or do anything else that is otherwise necessary in the normal and safe operation of the Garage, Apartment Community and Real Estate or to verify abandonment of the Garage or for the purpose of inventory and sale pursuant to the Illinois Self-Service Storage Facility Act and Lessee releases Lessor from any and all claims, demands, actions and causes of action arising out of the loss of or damage to Lessee's property arising from Lessor's exercise of this Section.

#### 5. POSSESSION AND USE

A. The Garage shall be used only as non-residential storage for motor vehicles and/or personal property. If at any time during the lease period or any extension(s) or renewal(s) thereof, the Lessee voluntarily ceases to use the Garage for anything other than for the non-residential storage for motor vehicles and/or personal property, the Lessor shall then have the right to immediately terminate this Garage Lease at its sole discretion.

B. The Garage is a part of the Apartment Community on the Real Estate and this Garage Lease does not extend to any other garages, structures or any other part of the Apartment Community or Real Estate other than the Garage and any driveway area or other such common area ("Driveway") leading to the Garage. This Garage Lease does not confer upon Lessee an exclusive right to possession of any such Driveway area but only a temporary easement thereon for purposes of ingress and egress to the Garage.

C. Lessee agrees to the following provisions on use and possession of the Garage, as well as any future reasonable rules by Lessor for the necessary, proper and orderly care of the Garage, Apartment Community or Real Estate: 1) Lessee shall maintain the Garage in a clean, sanitary and safe condition, using it only for the non-residential use set forth in Section 5(A); 2) Lessee may not use the Garage as habitation for any persons or animals or for the keeping of plants or any other living thing; 3) Lessee's use of the Garage (and the associated areas of the Apartment Community and Real Estate) may not be in violation of (and may not put the Garage or any part of the Apartment Community or Real Estate in violation of) any local, municipal, county, state, federal or any other applicable governmental ordinance, rule, regulation or law; 4) Lessee cannot place into it anything which does or may harbor insects, rodents, or other pests or that may attract them; 5) Lessee shall keep out of the Garage materials which would cause or could cause an unreasonable fire or safety hazard and comply with reasonable requirements of Lessor's fire insurance carrier (including but not limited to any gasoline other than that in the gasoline tank of any motor vehicle); 6) Lessee may not store anything in the Garage, at the Apartment Community or on the Real Estate that is of a perishable nature or that is biodegradable without the written consent of the Lessor; 7) Lessee may not at any time bring into the Apartment Community, onto Real Estate or store within the Garage any substance or material that is prohibited by any local, municipal, county, state, federal or any other applicable governmental ordinance, rule, regulation or law; 8) Lessee may not at any time bring into the Apartment Community, onto Real Estate or store within the Garage any substance or material any substance defined as a "hazardous" material by any local, municipal, county, state, federal or any other applicable government ordinance, rule, regulation or law; 10) Lessee may not at any time bring into the Apartment Community, onto Real Estate or store within the Garage any substance or material that is or that could become a biohazard (e.g., medical or industrial waste); 11) Lessee may not destroy, deface, damage, impair, nor remove any part of the Garage or anything associated with the Garage or otherwise cause waste to be done to the Garage, and Lessee is the custodian of the Garage during the term of this Lease or any extension or renewal thereof and shall be strictly liable for all physical damage to the Garage, whether committed by Lessee, occupant, guest, invitee or stranger, including but not limited to damages resulting from fire, break-in or waste. 12) Lessee shall at all times be under a continual duty to immediately report any damage or other need for repair to the Garage to Lessor; 13) Upon expiration and/or termination of this Garage Lease, Lessee shall return the Garage to Lessor in a condition substantially to the condition the Garage was in at the time Lessee first took possession, with only reasonable wear and tear excepted; 14) Lessee shall not make any alterations, changes, additions or improvements to the Garage without Lessor's written consent and Lessee shall not install any signs, make any decoration or paint the exterior of the Garage without Lessor's written permission; 15) Lessee shall not allow any mechanic's or other lien to attach to the Garage; 16) Lessee shall park any motor vehicles either inside the Garage, in a designated outdoor parking space in the Apartment Community, in any other area designated by the Lessor for such parking from time-to-time, or somewhere off the Real Estate and shall not park motor vehicles immediately outside the Garage and/or in no way obstruct any Driveway area or other common area with such motor vehicles; 17) All motor vehicles to be stored in the Garage must fit completely within it so that the garage door fully closes; 18) Lessee may store personal property either inside the Garage, in the Leased Premises or somewhere off the Real Estate and shall not store any personal property immediately outside the Garage and/or in no way obstruct any Driveway area or other common area with such personal property.

#### 6. LEASE TERMINATION/EXPIRATION

A. The Lessor may terminate this Garage Lease in the event of Lessee's default in any of Lessee's obligations under it and "default" shall mean any of the following: 1) Lessee refuses or otherwise fails to pay rent when due and/or any other monetary charge after five (5) days written notice; 2) Lessee violates any other term of this Garage Lease and refuses or otherwise fails to vacate the Garage upon ten (10) days notice to do so; 3) On the End Date of the Garage Lease (or end of any renewal or extension thereof) the Lessee refuses or fails to peaceably surrender the Garage in good order, condition and repair, broom-clean, fire and other unavoidable casualty and reasonable wear and tear excepted; 4) Lessee fails to quit possession of the Garage within the time given under any other appropriate statutory (such as a 30-day notice); 5) Lessee voluntarily files bankruptcy or has filed against Lessee an involuntary bankruptcy or other creditor's action; or, 6) Lessee is in default of the Residential Lease. In the event of such default, the Lessor may seek a judicial order to enter the Garage and remove and/or dispose of any

Lessee Initial(s): \_\_\_\_\_

motor vehicles therein pursuant to the provisions of the Forcible Entry and Detainer Act, the Self-Service Storage Facility Act, either Labor or Storage Lien Act or any other remedy, and otherwise do such things as may be permitted by law or as set out herein and Lessor shall have no liability to Lessee for any loss or damages resulting in any way from such action by Lessor. Notwithstanding such termination of the Garage Lease and re-entry of possession by Lessor, the liability of Lessee for all rents provided for under the remaining term of this Garage Lease shall not be relinquished or extinguished for the balance of the term of this Garage Lease and are hereby specifically reserved; Lessee shall pay an amount of money equal to the total rent which but for termination would have become payable during the remainder of the term, less the amount of rent, if any, which Lessor may receive during such period from others to whom the Garage may be rented on such terms and conditions and such rents as Lessor, in its sole discretion, shall deem proper, plus the reasonable costs Lessor has incurred to re-rent the Garage. In addition, Lessee will be liable for Lessor's court costs, service of process costs and reasonable attorneys' fees in any suit or action instituted by Lessor to enforce the provisions of this Garage Lease, or the collection of the rents due Lessor hereunder.

B. Subject to the term of the Residential Lease as provided elsewhere in this Garage Lease, the term of this Garage Lease shall begin on the Start Date and shall terminate on the End date unless terminated earlier by agreement of the parties or as is otherwise provided for. Lessee agrees that in the event Lessee fails to vacate the Garage upon the natural expiration of the Garage Lease Term, Lessee's continued occupancy, in Lessor's sole discretion, shall be for a month-to-month term or shall terminate pursuant to 735 ILCS 5/9-213 and in the event that Garage Lease shall continue on a month-to-month term all other terms of the Garage Lease shall remain in full force and effect.

**6. INDEMNIFICATION/EXCULPATION**

A. Lessee will indemnify Lessor and save Lessor harmless from and against any and all claims, actions, damages, liability and expense in connection with all demands, claims, causes of action, decrees, or judgments (including for any court costs and attorneys' fees) for any loss of life, the suffering of personal injury, or property damage arising from or out of Lessee's occupancy and use of the Garage, the Apartment Community, the Real Estate or any other part of Lessor's property, occasioned wholly or in part by any negligent or intentional act or omission of the Lessee, including the acts or omissions of anyone associated with, representing or acting in concert with Lessee. Lessee shall also indemnify Lessor for any cost, expenses or fines or penalties imposed against the Lessor arising out of Lessee's storage of toxic or other hazardous materials in violation of this Garage Lease or local, state or federal ordinance, law or regulation. Lessee's indemnity of the Lessor shall not be limited to the proceeds of any insurance owned by Lessee, in whole or in part, but shall be all inclusive so that Lessor shall be completely held harmless from the results of any Lessee's negligent, illegal or intentional acts.

B. Lessee acknowledges that: 1) Lessor is not an insurer of Lessee's person or possessions; 2) that Lessee has retained all custody and control over any property stored pursuant to this Garage Lease and that this agreement does not create any bailor-bailee relationship; 3) that Lessor is not engaged in the warehouse business, including for purposes of Article 7 of the UCC; 4) that Lessor is only leasing Lessee the rental unit(s) set forth in this Garage Lease and that the Lessor is not engaged in the storing any of Lessee's property. Lessee further acknowledges that it is the Lessee's responsibility to procure renters, general liability, automobile or other appropriate insurance to protect Lessee's person and property. Lessee acknowledges that the Lessor is not responsible for loss of property (the loss to any of Lessee's person or property) occasioning from any event relating to the Garage, including theft, unless the event was caused by the willful malicious conduct of the Lessor and that Lessee agrees that all of Lessee's person and property in the Garage or elsewhere on the Real Estate shall be at Lessee's sole risk and expense and Lessee release Lease Garage Leases Lessor from any and all claims, demands, actions and causes of action arising out of the loss of or damage to Lessee's property stored pursuant to this Garage Lease.

**7. MISCELLANEOUS**

A. This Garage Lease and any exhibits or addendums constitute the full and complete agreement between the parties and each party represents to the other that there are no other terms, obligations, covenants, representations, warranties or conditions other than as contained herein. Said Garage Lease is binding upon the parties hereto, their heirs, executors, administrators, and personal representatives.

B. Any notice, demand or request to be given under this Garage Lease shall be sent by registered or certified mail, return receipt requested, postage fully prepaid, to Lessor at 1600 Toronto Road, Springfield, Illinois 62712 and to Lessee at the Leased Premises. Service shall be deemed on date of mailing. Notice by certified or regular mail under this Section shall be accomplished if the mailing party receives a return receipt from the addressee or if the certified or regular mailing is returned "unclaimed" or "refused".

C. The waiver by Lessor of a breach of any provision of this Garage Lease by Lessee shall not operate or be construed as a waiver by Lessor of any subsequent breach by the Lessee.

D. No amendments or variations of the terms and conditions of this Garage Lease shall be valid unless the same is in writing and signed by all of the parties hereto. This Agreement supersedes all previous agreements for the Garage, if any, whether oral or written, between the parties hereto, and may be supplemented, amended or modified only in writing executed by the parties hereto.

E. This Garage Lease shall be governed and interpreted in accordance with the laws of the State of Illinois and any provision of this Garage Lease prohibited by the laws of the State of Illinois or found to be invalid or unenforceable by any court of competent jurisdiction shall be ineffective to the extent of such prohibition or invalidation without invalidating the remaining provisions of this Garage Lease. The parties acknowledge and agree that this Contract creating the rights and obligations of the parties was negotiated and signed in Sangamon County, Illinois and that all payments due Lessor under this Garage Lease are due and payable to Lessor in Sangamon County, Illinois.

**8. SIGNATURES**

**LESSEE: I/WE ACKNOWLEDGE THAT I/WE HAVE REVIEWED THIS GARAGE LEASE, AGREE TO BE BOUND BY ITS TERMS AND HAVE RECEIVED A COPY OF SAME:**

**Lessee**  
X: \_\_\_\_\_  
(Lessee signature)

**Lessee**  
X: \_\_\_\_\_  
(Lessee signature)

**LESSOR: APARTMENT MART OF SPRINGFIELD, INC. MANAGEMENT**

BY: \_\_\_\_\_  
**Lessor's Duly Authorized Agent** (signature)

Lessee Initial(s): \_\_\_\_\_



• 1600 Toronto Road Springfield, Illinois 62712 • Phone 217-529-2900 • Fax 217-529-2925

**AUTHORIZATION AND REQUEST TO RELEASE CONFIDENTIAL INFORMATION**

TO: Apartment Mart of Springfield, Inc.

RE: **[Name(s) of resident, former resident or approved applicant] (Type or clearly print)**

I/We hereby authorize and direct Apartment Mart of Springfield, Inc., their employees, representatives and agents, to furnish to:

**[Name of party to be provided information (e.g., new landlord, potential landlord) (Please type or clearly print)**

**[Mailing Address, State, ZIP Code of party to be provided information] (Please type or clearly print)**

( \_\_\_\_\_ )  
**[Telephone Number] (Please type or clearly print)**

( \_\_\_\_\_ )  
**[Facsimile Number] (Please type or clearly print)**

any and all confidential or other kind of information concerning my/our tenancy with Apartment Mart of Springfield, Inc., including, but not limited to, my/our rent payment history, lease information, eviction information, if any or any other information requested by the above named Lessor that I/we is(are) applying to for rental.

Pursuant to this authorization and request to release information to my/our potential new lessor, I/we hereby waive any and all claims, rights or causes of action against Apartment Mart of Springfield, Inc. (and its employees, representatives and agents) for their release of the information. We further understand that Apartment Mart of Springfield, Inc. (and its employees, representatives and agents) are under no obligation to send this information until all persons named above have dated and signed this Authorization or in the event Apartment Mart of Springfield, Inc. in its sole discretion reasonably determines that the release of such information may endanger the life or safety of me or any other resident, former resident or approved applicant or that such request for release may be vexatious or harassing.

**THIS DOCUMENT MUST BE SIGNED BY ALL RESIDENTS, FORMER RESIDENTS OR APPROVED APPLICANTS BEFORE APARTMENT MART OF SPRINGFIELD, INC. MAY BE REQUIRED TO RELEASE ANY PERSONAL INFORMATION TO ANY NEW OR POTENTIALLY NEW LANDLORD OR ANY THIRD PARTY.**

Signatures:

**Lessee**

**Lessee**

X: \_\_\_\_\_  
(Lessee signature)

X: \_\_\_\_\_  
(Lessee signature)

**Lessee**

**Lessee**

X: \_\_\_\_\_  
(Lessee signature)

X: \_\_\_\_\_  
(Lessee signature)

|  |               |
|--|---------------|
| For Apartment Mart of Springfield, Inc. Use Only:              |               |
| Date Received: _____   | Initial _____ |
| Information Given: _____<br>(Please type or clearly print)     | _____         |
| Information Not Given: _____<br>(Please type or clearly print) | _____         |
| Reason for Information Not Given:                              |               |

Lessee Initial(s): \_\_\_\_\_

