



expressly to be paid by Lessor.
 (3) A security deposit has been paid to Lessor prior to occupancy and possession by Lessee(s) to guarantee the performance of the terms of this Lease by Lessee(s) it being expressly understood that this deposit will be returned to Lessee(s) within sixty (60) days after the Lease termination date, provided that no deposit refund is due to the Lessee(s) until Lessee(s) present proof of payment of final paid water bill through the last day of the lease

period. If applicable, the parties expressly agree that this provision shall take priority over the provisions of the Security Deposit Return Act as set forth in 765ILCS 710 et. seq. The Lessee(s) agree as a condition of a return of the security deposit to provide a self-addressed stamped envelope. The security deposit refund shall be decreased in the amount of any damage to the premises incurred during the term of the Lease excepting fair and reasonable wear and usage. The Lessee(s) will leave the premises neat and clean. The Lessee(s) shall be required to clean the Leased premises. Additional cleaning that must be done by the Lessor shall be charged to the Lessee(s) at the rate of \$30.00 per hour or part thereof. All cleaning charges shall be construed as damages and shall decrease the amount of security deposit returned to the Lessee(s). The Lessee(s) remain liable for any damages in excess of the security deposit. Default or breach of any terms of the Lease shall also be construed to be damages and shall result in forfeiture of the entire security deposit. It is expressly agreed between Lessee(s) and Lessor that all other remedies that Lessor may have by the terms of this agreement or under the law to recover damages against Lessee(s) for any breach or default in the terms of this Lease and that the damage items stated herein shall not be construed to in any way limit other damage claims. The security deposit shall not be used in lieu of any months rent payment. If deposit is used in lieu of rent Lessee(s) are liable for \$200.00 liquidated damages. Refund of any unused security deposit will be by check payable to all Lessee(s) jointly. Late payment of the security deposit is subject to late fees on the same basis as late rent payments as described in paragraph 10 of this lease.

LEASE AGREEMENT

ADDRESS: _____

LESSEES

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

LESSOR

1. _____

Utilities paid by Lessee (Check any/all necessary):

Electric Gas Water Cable Internet Phone Care Other

Lessee(s) initials: _____

Utilities paid by Lessor (Check any/all necessary):

Electric Gas Water Cable Internet Phone Care Other

Lessee(s) initials: _____

Start Date of Lease: _____

End Date of Lease: _____

Security Deposit: _____ Due Date (Security Deposit): _____

Rental Payment: _____ payable in twelve (12) equal installments with each installment due on or before the 1st day of each month by ACH Authorization (Automatic Withdrawal), cash, check, cashier's check, credit card or money order payable to EIP.

FIRST AND LAST INSTALLMENTS OF RENT ARE DUE UPON FIRST DATE OF LEASE TERM. LESSEE(S) and LESSOR HEREBY FURTHER AGREE AS FOLLOWS:

- (1) The premises shall be occupied and used by Lessee(s) for residence purposes only. Subletting will only be permitted with the consent of the Lessor. If Lessor agrees to sublet premises then Lessee(s) agrees to pay a \$200.00 per person subletting fee. This fee applies whether the premises are relet under a sublease or totally separate lease. No more than ___ person(s) may occupy the premises without the written consent of Lessor.
- (2) The Lessee(s) shall pay when due all charges incurred for utilities and services not

- (4) In the event of a default or breach by Lessee(s) in any of the terms of this Lease, Lessor may, at Lessor's option terminate this Lease upon ten (10) days written notice to Lessee(s) delivered to the premises, addressed to Lessee(s), notifying Lessee(s) of Lessee(s) default in the terms of this Lease, and ten (10) days after such notice is delivered to the premises, or any part thereof, either with or without process of law, to re-enter and repossess the same, and to distraint and take possession of any personal property located therein for security for any rent or damages that may be due, and after thirty (30) days after such repossession, therein for offsetting any and all damages to Lessor (or breach in the terms of this Lease by Lessee(s)). If Illinois law provides for a shorter notice period then such period shall apply.
- (5) In the event that the Leased premises shall be vacated during said term of Lease by Lessee(s), Lessor may take immediate possession thereof for the remainder of the term and in Lessor's discretion re-let the same and apply the proceeds on the amounts due from the Lessee(s), and Lessee(s) to remain liable for the unpaid balance of the rent not recovered by subletting after payment of reasonable expenses incurred in such subletting by Lessor (advertising expenses, utility bills, etc.).
- (6) In the event that the Leased premises shall be rendered untenable by fire or other casualty, which is the fault of Lessor, Lessor may at Lessor's option terminate this Lease or repair said premises within sixty (60) days and failing so to do, the terms of this Lease hereof shall cease and terminate at no further liability to Lessor or to Lessee(s). If damages to or destruction of premises is the fault of Lessee or a guest, invitee, licensee, or uninvited guest of Lessee this lease shall remain in full force and effect.
- (7) Lessee(s) shall not alter or reconstruct or make improvements on the premises without written consent of Lessor and shall not contract the repairs to the premises or its equipment and fixtures and furnishings without prior written consent of Lessor.
- (8) It is mutually agreed between the parties that this Lease is made subject to the terms of all mortgages now or hereinafter placed upon the Leased premises. The Lessee(s) agree to keep the property especially neat and clean and available for showing by the Lessor or his agent.
- (9) Time is of the essence of this agreement and the terms thereof. Lessor hereby grants a five (5) day grace period during which late charges do not apply. After the end of the fifth day, if rent has not been received by the Lessor, there will be a delinquent fee of \$50.00 added to the account. If the payment was not received by the end of the 15th day, there will be an additional \$50.00 fee charged to the account. This late charge provision, however, shall in no way restrict Lessor's option to declare a default and proceed as otherwise provided for herein. The maximum late charge for a single month is \$100.00. NO AGENT OR EMPLOYEE OF EASTERN ILLINOIS PROPERTIES HAS THE AUTHORITY TO WAIVE OR MODIFY THIS OR ANY OTHER PROVISION OF THIS LEASE. If Lessee(s) is/are delinquent in the payment of rent for more than 30 days or otherwise breached the terms of this lease, Lessor at Lessor's option may accelerate the payment of all sums due during the entire term of this lease and may demand immediate payment thereof. Acceleration by Lessor shall not affect the computation of late fees.

- (10) If a notice of late rent is sent to Lessee(s) and rent is not paid within 5 days of said notice a collection trip may be made and a \$50.00 collection fee will be added to the amount due.
- (11) In the event your account is past due, it may be turned over to a collection agency. In the event the account is not paid in full and this account is turned over to a collection agency and/or attorney, then you agree to be responsible for all reasonable fees necessary for the collection of the account including, but not limited to, collection agency fees of 50% of the balance due and costs and reasonable attorneys fees of 33% of the balance due.
- Lessee(s) initials: _____
- (12) The Lessee(s) agree to vacate the property before or upon the expiration date of the Lease. If the premises are not vacated by or before the expiration date, the Lessee(s) agree to pay double the agreed monthly rent for each month or partial month during which the premises are not vacated by Lessee(s).
- (13) Lessee(s) agree to maintain a minimum temperature of 55 degrees Fahrenheit at all times during the heating season in all parts of the premises. At no time will the gas and electric service be disconnected during the heating season.
- (14) A \$150.00 charge per key will be assessed for any keys lost or not returned to Lessor at vacation of the premises. This is based on the cost of replacing/re-keying the lock(s) and replacing the keys as well as the labor and time involved with replacing/re-keying the locks. Lessees agree to return all keys to the office of E.I.P. no later than the date and time of termination of the lease. Lessees agree to place keys in an envelope with tenants name and address and return to EIP office at 1010 Lincoln Avenue, Charleston, IL 61920.
- (15) Any personal property left in or on the Leased premises, will be disposed of or sold by the Lessor or his agent seven (7) days after vacation of the premises. Any proceeds realized from the disposal or sale of such abandoned property will go to the Lessor.
- (16) If the Lessee(s) do not want the furniture that is provided with the rental unit, EIP will remove the items at a fee of \$50 per individual item (i.e. dresser, bed frame, and mattress are all individual items). Additionally, there will be a monthly storage fee of \$15 per month that the furniture is being stowed. At the end of the lease, the furniture will be moved back into the unit at no additional fees.
- (17) Lessee(s) agree that the smoke detector was operating when occupancy occurred and that the Lessee(s) will replace the battery should it fail during the terms of the Lease.
- (18) Lessor and Lessee(s) agree that the rules and regulations relating to the use and occupancy of the premises by Lessee(s) that are included herein and by this reference incorporated herein are reasonable.
- (19) If Lessor is providing air conditioning, laundry, internet, or cable TV Lessor at Lessor's option may discontinue such service in the event rent becomes more than 30 days delinquent. The parties agree that the above services are not health or safety related.
- (20) Lessee(s) shall be jointly and severally liable for any and all obligations and liabilities created by this lease agreement. **THIS MEANS, AMONG OTHER THINGS, THAT EACH LESSEE(S) CAN BE HELD PERSONALLY LIABLE FOR DAMAGES CAUSED BY ANOTHER LESSEE(S). NO AGENT OR EMPLOYEE OF EASTERN ILLINOIS PROPERTIES HAS THE AUTHORITY TO WAIVE OR MODIFY THIS OR ANY OTHER PROVISION OF THIS LEASE.**
- (21) Lessee(s) agrees to pay a \$30.00 fee for any checks returned or not honored by the bank for any reason and provide the equivalent sum to Lessor in cash or money order.
- (22) Lessees agree to the schedule of repair costs which is incorporated and made a part of this lease.
- (23) Lessee(s) agree to Lessee(s) regulations which are attached.
- (24) Lessor has 21 days to cancel this lease based on results of checking credit references or other references. If Lessor cancels this lease then Lessor shall promptly refund any security deposit paid by Lessee to Lessor. Lessee(s) expressly grant permission to Lessor to check references with current or prior landlords, current or prior employers, or credit references.
- (25) Lessee(s) agree to report any water leakage or other water related problems as soon as they become aware of such problems. Lessee(s) shall be liable for any damage or additional damage caused by such delay in reporting. Lessee(s) agrees to be responsible for any increased water usage caused by any leaks, reported or unreported by Lessee(s).
- (26) Lessee(s) agree to maintain electric service on the premises during the entire term of the lease. Lessee(s) specifically agree to be liable for any damage to premises or contents caused or as a consequence of lack of electric power including but not limited to damage to refrigerator or flooding caused by failure of sump pump to operate due to lack of power.
- (27) Lessee(s) agrees to be liable for any and all damages caused by Lessee(s) pet(s). Such liability is not limited to the amount of any pet deposit collected. Lessee(s) further agrees to indemnify Lessor for any liability or defense costs associated with any injury or damage caused by Lessee(s)'s pet. Lessee(s) agrees to clean pet waste from indoor and outdoor area immediately. If Lessor or Lessor's employees or agents clean up pet waste Lessee agrees to pay \$30.00 per incident.
- (28) The parties agree that Lessor shall be liable for no more than \$25 for food spoilage caused by failure of refrigerator provided by Lessor.
- (29) The parties specifically agree that if Lessor evicts Lessee(s) for breach of lease or non-payment of rent Lessee(s) shall remain liable for obligation to pay rent or late fees as provided in this lease. Lessor has duty to make reasonable effort to re-let premises. The parties agree that once per week ads for five (5) weeks in the Daily Eastern News shall constitute reasonable and adequate effort on the part of Lessor to mitigate damages. This is due to the high cost of such advertising, the student nature of the property, and the seasonal rental market in Charleston. Lessee(s) agrees to be liable for costs of all advertising or other costs associated with re-letting premises. Lessor agrees to display a For Rent sign. If Lessee requests in writing landlord shall advertise to the extent requested by tenant provided that tenant tenders payment in advance for such advertising. The parties agree that ordinarily tenant will place such advertising due to the fact that students enjoy a substantial discount from DEN.
- (30) If Lessor is in process of purchasing premises at time this lease is entered into and closing of property does not occur, then this lease is null and void. Lessor shall be liable for refund of deposits paid by Lessee(s) but shall have no further liability to Lessee(s).
- (31) If premises include a garage the parties specifically agree that Lessor shall have exclusive right to use and possess garage.
- (32) If premises or Lessor's personal property is damaged by Lessee(s), guests of Lessee(s), invitees, licensees (including uninvited guests), trespassers, or other third parties (known or unknown) then Lessee(s) agrees to be liable for said damages.
- (33) If Lessee(s) damage premises or fail to clean premises and subsequent Lessee(s) is unable to move into property due to damage or lack of cleaning then Lessee(s) shall be liable to Lessor for any lost income or revenue.
- (34) This is the entire agreement between parties. No other representations have been made by either party. No other party is authorized to make any representation.
- (35) Lessee(s) understand that Lessor may engage in construction and or improvements either inside or outside of the property during the terms of the lease. Lessee(s) expressly agree that the Lessor may engage in such construction or improvements.
- (36) Lessor agrees to treat premises for household pests during the first two weeks of the term of the lease if reasonably necessary. After two weeks treatment for pests shall be the responsibility of the Lessee(s). The parties agree that the presence of household pests is not cause to cancel lease or reduce rent.
- (37) If Lessee(s) is responsible for trash and if Lessee(s) fails to provide proper disposal of trash then Lessor may arrange for disposal of trash or debris and Lessee(s) agrees to be liable for cost of removing trash or debris. If Lessee(s) fail to bring the trash out for removal or fail to place in containers in the proper manner, the parties agree that Lessee(s) shall be liable for cleanup by an EIP employee of \$30.00 per occurrence.
- (38) In the event carpeting on the premises needs to be cleaned during or after the term of the lease, Lessee(s) agrees to have Lessor arrange for professional cleaning. Lessee(s) specifically agrees not to clean carpeting themselves. This is due to the fact that carpet cleaners use "dirt attractants" and if not used in the proper manner and amount it can actually cause carpeting to become soiled more quickly in the future.
- (39) Upon signature of this lease by any or all of Lessee(s) or prospective lessees this lease becomes a binding contract regardless of whether other tenants or prospective tenants sign this lease and regardless of whether tenants or prospective tenants timely pay the security deposit or rent as provided for this lease. Any Lessee(s) or prospective Lessee(s) signing this lease are liable (and if more than one Lessee(s) jointly and severally liable) for all obligations created by this lease regardless of whether other proposed or prospective Lessee(s) actually agree to sign or do actually sign this lease. This is due to the fact that upon signing the lease Lessor will remove property from the rental market.
- (40) Only the lessees signed below shall occupy the premises, if lessees have a guest for more than two consecutive nights then Lessee(s) shall register guest. Lessee(s) and /or guest shall be charged and agree to be liable for an additional amount equal to the monthly rental amount divided by the number of Lessee(s) signed below and then pro-rated for the length of the stay for each guest. If Lessee(s) fail to register guest then Lessee(s) agree that guest shall vacate premises. In this case Lessee(s) agree to be liable for an additional amount equal to the monthly amount of the rent divided by the number of Lessee(s) multiplied by the number of months or part thereof which have elapsed since the beginning of the lease.
- (41) If Lessee(s) fail to transfer utility service into Lessee(s)'s name or transfers service from Lessee(s) name to Lessor's name during the term of this lease (either voluntarily or due to non-payment of utility bills or cancellation of service) then Lessee(s) agree to be liable for the utility bill in question plus a 50% administrative fee which fee will be not less than \$100 nor more than \$1000.00 per utility billing. If Lessee(s) charges additional services on utility service such as pay per view movies or upgrades in services then Lessee(s) agree to be liable for the additional charges on the utility bill plus 50% administrative fee which fee will be not less than \$100 or more than \$1000.00. Copying and/or burning of any copyrighted material is prohibited. If a copyright infringement notice pertaining to leased property is received by EIP from any agent, Lessee(s) will be charged a liquidated damages fee in the amount of \$100.00 and internet services will be suspended for an indefinite period of time. This offence is punishable by federal law.
- (42) For purposes of operating efficiency, Lessor reserves the right, upon five (5) days advance written notice to relocate Lessee(s) to another equivalent apartment unit if the premises are located in a multi unit building.
- (43) Lessee(s) agree that it is necessary for the resident to provide appropriate climate control, keep the unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the unit. Lessee(s) agree to clean and dust unit on a regular basis to

- remove visible moisture accumulation on windows, walls and on other surfaces as soon as reasonably possible. Lessee(s) agrees not to block or cover heating, ventilation, or air conditioning ducts in unit. Resident also agrees to immediately report to the Property Manager 1) any evidence of a water leak or excessive moisture in the unit as well as any storage room, garage or common area. 2) Any evidence of a mold or mildew that cannot be removed by simply applying a common household cleaner and wiping the area; 3) Any failure of malfunction of the heating, ventilation or air conditioning system in the unit and 4) Any inoperable windows and doors. Resident further agrees that Resident shall be responsible for damage to the unit and Resident's property as well as injury to resident and occupants resulting from Lessee(s)'s failure to comply with the terms of this paragraph. Any mold which is reported more than 14 days after the commencement of the lease shall be the sole responsibility of the Lessee(s). Presence of mold in the premises at any time shall in no way affect the validity of this lease or tenant's obligation to pay rent as agreed. Lessees agree to keep unit heated and air conditioned/dehumidified during the entire term of the lease.
- (44) If the Lessor is providing Internet hardware and/or Internet service then Lessee(s) agrees to keep proper antivirus programs/protection current. Any Internet problems caused by viruses, worms, Trojan horses, adware, spyware, malware, or other anomalies which originate from Lessee(s) usage of Internet or Lessee(s)'s computer will be responsibility of Lessee(s). Lessee(s) agree to pay a usual and customary charge for corrective services and/or internet repairs. Lessee(s) understand and agree that "gaming" uses tremendous bandwidth and any such activity by Lessee(s) will slow internet service for all
- Initials: 1.) _____ 2.) _____ 3.) _____ 4.) _____ 5.) _____ 6.) _____ 7.) _____ 8.) _____ residents. Lessee(s) therefore agree not to engage in "gaming" and waive any complaints or claims in connection with slow internet service.
- (45) If Lessee(s) or guest of Lessee(s), licensees, invitees, and or trespassers enters upon the roof of the premises the Lessee(s) agrees to liquidated damages of \$200.00 per person entering upon the roof. Provided however that if such incident causes more than \$200.00 actual damage to premises then Lessee(s) shall be liable for the amount of actual damage. Lessee(s) agree to refrain from entering upon the roof in any manner whatsoever. Lessee(s) agree and understand that entering upon or walking upon the roof poses a risk of serious bodily harm or death. Lessee(s) agree to warn any and all guests, licensees, invitees, and or trespassers, of the serious risks associated with entering upon the roof. Lessee(s) further agree to indemnify Lessor for any and all cost, attorney's fees, disbursements, expenses and liabilities arising out of or incurred by Lessor in connection with any action or defending or attempting to defend or dismiss any action for personal injury or property damage resulting from a violation of this clause
- (46) Invalidity of Provisions. The provisions of this agreement are intended to be interpreted and construed in a manner so as to make such provisions valid, binding, and enforceable. In the event that any provision of this agreement is determined by a court, arbitrator or tribunal to be partially or wholly invalid, illegal or unenforceable, then such provision shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding and enforceable, then such provision shall be deemed to be excised from this agreement and the validity, binding effect and enforceability of the remaining provisions of this agreement shall not be affected or impaired in any manner. If such invalid provision shall relate to occupancy level or familial status of lessees then such provision shall be modified by means of release of signatories to this lease in reverse chronological order in which such agreement was signed but only to the extent necessary to make such agreement valid and enforceable. Such remaining lessees shall be liable for rent payments by means of a calculation in which total rent under this lease is multiplied by a fraction in which the numerator shall consist of the remaining lessees and the denominator shall consist of the maximum number of occupants as set forth earlier in this lease.
- (47) All repair requests shall be made in writing and shall be submitted via Eastern Illinois Properties website (www.eiprops.com) by clicking on MAINTENANCE and filling out a "Maintenance Request Form" or by calling the office at 217-345-6210. Please leave a message after hours. Office hours are Monday through Friday, 9 am to 5 pm.
- (48) In the event that maintenance is called out to repair an issue or damage caused by Lessee(s), there will be charge in the amount of \$30 per hour with a minimum charge of one hour plus the cost of any and all parts and supplies. Parties agree to a minimum charge of \$30 per trip to deliver or remove furniture per Lessee(s) request.
- (49) Payment of rent is the responsibility of lessees and failure to obtain or delays in obtaining financial aid shall in no way affect tenant's obligation to pay rent or tenant's liability for late fees.
- (50) Landlord agrees to deliver premises to tenants in the same condition, less normal wear and tear, as on the date this lease is signed. Any improvements to the premises requested by tenants will require an upward adjustment in rent payments.
- (51) Late fees, keg charges, pet charges, roof charges, key charges, utility charges and any and all fees liquidated damages or charges are payable on demand if not paid upon demand then late fees of 1% per day shall accrue. This provision does not apply to late fees accrued for late rent.
- (52) If the leased premises have a fireplace Lessee(s) agree not to use fireplace. If Lessee(s) use fireplace in violation of this lease Lessee(s) agree to have fireplace and chimney inspected and cleaned by a professional chimney sweep both before and after such use. Lessee(s) further agree to be liable for any and all damage and/or personal injury caused directly or indirectly by use of the fireplace. Lessee(s) further agree to indemnify Lessor for any and all cost, attorney's fees, disbursements, expenses and liabilities arising out of or incurred by Lessor in connection with any action or defending or attempting to defend or dismiss any action for personal injury or property damage resulting from a violation of this clause
- (53) The Lessee(s) agrees to pay a charge of \$30.00 per occurrence for any lockout service.
- (54) Lessees agree and understand that all lessees are entitled to a copy of this lease which may include information such as social security number, driver's license number, and student ID number as well as a copy of the student ID and Driver's License. Lessees agree that Lessor may provide a copy of this lease to any of the lessees or their parents upon request. Lessees agree to indemnify and hold Lessor harmless from any liability, costs, or attorneys fees from any claim made in connection with providing this information.
- (55) Failure to attend Eastern Illinois University or Lake Land Community College for any reason including but not limited to failure to enroll, withdraw, expulsion, inability to gain admission or any other reason shall not terminate lessee's obligations under this lease.
- (56) You agree that any claim which you have against Eastern Illinois Properties shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. You agree that any claim you may have will be arbitrated on an individual basis and will not be resolved or arbitrated on a class basis or consolidated or joined with any other claim or controversy of any other party.
- (57) Lessee(s) agree that all sums paid pursuant to this lease by means of a credit card or debit card shall be subject to a convenience fee in an amount equal to the amount which Lessor must pay as processing, transaction, or other fees in connection with accepting payment by credit or debit card.
- (58) Lessor and Lessee(s) agree that upon move in Lessee(s) will inspect premises and promptly report any and all defects on the premises to Lessor by email to the following address: eipoffice@eiprops.com. The parties agree that any defects which are discovered shall be remedied by Lessor within 30 days or as soon as practical keeping in mind that Lessor utilizes the services of local contractors for maintenance and repair and that due to the seasonal nature of the Charleston student rental market some of Lessor's contractors may not be immediately available. The parties further agree that defects existing on the premises are not justification for paying rent late or withholding rent. Such late or withheld rent is subject the late fees described elsewhere in this contract.
- (59) Lessor and Lessee agree that Lessees will schedule move in at least 10 days prior to actual move in by Lessee(s). The parties agree that prior to move in and delivery of any key to any tenant all security deposits as well as 1st and last months rent shall be paid in full. The parties further agree and understand that Eastern Illinois Properties is open Monday through Friday, 9 am to 5 pm. Eastern Illinois Properties is closed on Saturday and Sunday.
- (60) Tenant agrees to refrain from smoking, burning candles, burning incense, or frying food unless a thermostatically controlled deep fryer is used. Tenant agrees not to leave the kitchen unattended while cooking. Tenant agrees that tenant is liable for any damage whether negligent or unintended caused by tenant.
- (61) Tenant agrees to maintain renters insurance to protect the interest of the landlord in the premises and personal property located therein.
- (62) Tenant agrees that landlord and landlord's insurance company have a right of subrogation against tenant in any action for the negligent damage to the premises or its contents.
- (63) Lessee agrees to indemnify Lessor for any and all cost, attorney's fees, disbursements, expenses and liabilities arising out of or incurred by Lessor in connection with any action or defending or attempting to defend or dismiss any action for personal injury or property damage resulting from a violation of this clause resulting from keeping or allowing any animal on the premises or any injury or damage caused by any animal on or off the premises.
- (64) If Lessor agrees to provide personal property including but not limited to mattresses, box springs, dressers, table & chairs, television, the Lessees are responsible if such personal property is lost, stolen, damaged or destroyed in any manner whatsoever. Lessees will be responsible to pay the replacement cost of such item including shipping charges and taxes.
- (65) The parties agree that any damage to any personal property of tenant(s) caused by fire, flood, leakage, sewer backup, freezing, or any other event or condition of the leased premises shall not be the responsibility of landlord. Tenant(s) further agrees to maintain renters insurance during the entire term of this lease.

LESSEE(S) REGULATIONS

Rent is due the FIRST DAY of each month or as specified in this Lease, by ACH Authorization form, or by online payment from our website. There will be a \$12.50 Administrative handling fee for cash, personal check, cashier's check, or money order payments. Credit card charges paid outside of the online website will result in a 2.75% additional fee. Make any and all payments payable to:

Eastern Illinois Properties
1010 Lincoln Avenue

- (66) The Lessee(s) are responsible to secure gas, electric, water, trash, utilities, cable, and telephone in their name immediately upon the commencement date of this lease and continue such service until the termination date of this lease.
 - (67) The Lessee(s) are expected to keep the premises clean and damage free. Lessor reserves the right to make periodic inspection of the premises.
 - (71) All motor vehicles shall be parked on the Lessee(s)'s driveway or parking area at all times. Lessee(s) shall instruct visitors to park their vehicles in their spaces or on the street. No vehicles will be permitted on the lawn.
 - (72) No sanitary napkins or other inappropriate materials are to be flushed down the toilet. Lessee(s) agrees to be responsible for any damages caused by such conduct. Such cost for the use of a sewer machine for cleaning a sewer clogged with such items will be a \$200.00 charge for the first hour and \$75.00 for each additional hour thereafter.
 - (73) Unless specifically authorized by Lessor Lessee(s) agrees not to allow any pet to enter, visit or reside on premise either inside or outside.
 - (74) If Lessee(s) is not specifically authorized to keep an animal on premises Lessee(s) is liable for \$200.00 liquidated damages per pet incident. Lessee(s) has three (3) days to remove animal. If not removed Lessee(s) shall be liable for \$200.00 liquidated damages for each three (3) days animal is not removed.
 - (75) If Lessee(s) is specifically authorized to keep a pet on the premises then Lessee(s) agrees that animal will not disturb other Lessee(s) through excessive noise or waste. If Lessor receives complaints from other Lessee(s)s, Lessor can request that animal be removed from premises. If animal is not removed then Lessee(s) shall be liable for liquidated damages of \$200.00 for each 3 days animal is not removed. If Lessee(s) is authorized to keep a pet on the premises then all Lessee(s)s agree to sign pet lease and pay additional rent. Lessee(s) agree to pay reasonable charges for cleanup of pet waste if not removed by Lessee(s). The following breeds (full or partial) are not allowed: Pit Bulls, Rottweiler, German Shepherds, Huskies, Malamutes, Doberman Pinschers, Chows, Presa Canario, Boxer, and Dalmatian.
 - (76) No beer kegs will be permitted on the premises. Lessee(s) is liable for \$200.00 liquidated damages per keg.
 - (77) No smoking will be permitted on the premises.
 - (78) No loud parties to the extent of disturbing neighbors will be permitted. If such occurs, it will be cause for immediate eviction. No Lessee(s) misbehavior will be tolerated. This is a cause for eviction.
- Initials: 1.) _____ 2.) _____ 3.) _____ 4.) _____ 5.) _____ 6.) _____ 7.) _____ 8.) _____
- Lessees agree that Lessees will not permit more than 10 guests (invited or uninvited) in or on the premises at any one time. If an Eastern Illinois Properties security officer visits the premises due to excessive noise, parties, complaints, fights(s), or any other disturbance or violation of this lease tenant agrees to pay \$100 security trip fee per occurrence.
- (79) No indoor furniture on porch or in yard for more than 24 hours.
 - (80) No paper, bottles, cans or other debris in yard at any time. If any agent of EIP is required to or to notify tenants to remove debris at anytime a \$20.00 per occurrence fee and/or \$20.00 per 5 gal bucket charge is applied.
 - (81) The premises shall be made available to Lessor and/or his agent for showing to re-let or sell. The Lessee(s) agree to keep the premises especially neat and clean during the time of showing.
 - (82) Any/All disputes will be held in Coles County via the Coles County Courthouse.

WITNESS our signatures and execution of this Lease Agreement entered into in this date.

Dated: _____

_____ Date

LESSOR

_____ Date

LESSEE(S)/LESSEE(S) Signature
Printed Name: _____

_____ Date

LESSEE(S)/LESSEE(S) Signature
Printed Name: _____

_____ Date

LESSEE(S)/LESSEE(S) Signature
Printed Name: _____

_____ Date

LESSEE(S)/LESSEE(S) Signature
Printed Name: _____

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LESSEE(S)/LESSEE(S) Signature
Printed Name: _____

_____ Date

LESSEE(S)/LESSEE(S) Signature
Printed Name: _____



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