



East Florida Ave. Condo's

B&C Home Repairs > 359-0892
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RENTAL CONTRACT

By and between trust # 01344-96, hereinafter referred to as OWNER and _____, hereinafter referred to as RESIDENT(S). Resident(s) in consideration of Owner permitting them to occupy the property set forth below hereby agree(s) to the following terms:

1. The residence is located at _____ E. Florida Ave., Urbana, IL 61802. The rental term commences at 9:00 a.m. on the _____ day of _____, 20____, and monthly thereafter until 12:00 p.m. on the 31st day of July, 20____, at which time this agreement is terminated.

2. The Property Management Agent for the above property is: Hughes Real Estate, Inc(HRE, Inc.). You may contact the agent from 8 a.m. until 5 p.m. weekdays when the office is open at (217) 359-0203 , by fax # 217-359-9114 or by e-mail at **florida@hughesre.com**. Any notices from the resident to the agent must be in writing and mailed by registered or certified mail to P.O. Box 3956, Champaign, Illinois 61826-3956.

3. To pay as rental for said dwelling the sum of \$_____ per month, due and payable monthly in advance on the first day of every month, made payable to: **East Florida Condos**. Neither ill health, loss of job, financial emergency or other excuse will be accepted for late payment. Any violations of any provision of this agreement by any of the Residents or any failure to pay rent upon the due date at the address of P.O. Box 3956, Champaign, IL 61826-3956, in cash or bonafide check or money order, shall result, at the option of the Agent, in the immediate termination of this agreement and eviction. The Agent may thereupon enter said premises and take and retain possession thereof and exclude Resident therefrom. (Place your property address and month for which rent is being paid on your check or money order.) Your initial payments must be in cash, money order or verifiable form of payment. Thereafter, you can pay by check unless any check is returned unpaid for any reason. Afterwards, rents can only be paid by money order or cash. Resident shall pay all collection fees incurred by owner or agent for the collection of unpaid amounts due under this contract. Resident authorizes the agent to inform local credit agencies of their good or bad credit performance with regard to rental payments. Failure to pay rent timely or attempted use of the security-damage deposit as the last month's rent will be reported to the Champaign County Credit Bureau. Any payment given will always be first applied to outstanding balances, late fees or other charges, with the balance of payment applied to the rent due.

4. To use the dwelling as living quarters for the residence of said named resident(s), being ___ adults and ___ children, or adult dependents named: _____ (F/M, age___); _____ (F/M, age___); _____ a (F/M, age___); _____ (F/M, age___); and to pay \$75.00 each month for each other person who shall occupy the premises in any capacity longer than 14 days. The Agent's written permission must be given prior to anyone else moving in. Failure to do so shall constitute a default under this Rental Contract.

5. To pay a damage deposit of \$_____, to secure the Resident's pledge of full compliance with the terms of this agreement. NOTE: THIS MAY NOT BE USED TO PAY RENT UNDER ANY CIRCUMSTANCES. Said deposit will be refunded upon vacating AT THE END OF THE LEASE TERM, IF THERE IS NO DAMAGE BEYOND ORDINARY WEAR AND DEPRECIATION, and all rent and other charges are paid in full and all provisions of the rental contract are complied with.

6. To pay costs and reasonable attorney's fees (including costs of appeal) incurred by the Owner or Agent in enforcing by legal action or otherwise any of the Owner's or Agent's rights under this agreement or under any law of this State. Any charges made necessary for collection of amounts due under this contract, including charges for subcontracting, witness charges, and other testimonial charges will be paid by resident. In the event the Agent/Owner is forced to obtain a judgement against the resident, said judgement shall bear interest at 18% (or the maximum allowed by law) until paid in full.

7. Resident agrees not to assign this Agreement, not to sublet any part of the property, nor to allow any other person to live therein other than as named in paragraph (4) above without first requesting permission from the Agent and paying the appropriate surcharge. Further, that covenants contained in this Rental Agreement, once breached, cannot afterward be performed; and that forcible entry and detainer proceedings may be commenced at once.

8. Resident agrees not to keep any dog, cat or other animal or pet (caged birds and tropical fish are excluded) unless it has been agreed in writing by Agent and attached hereto, and an additional NON-REFUNDABLE PET FEE of \$250 has been paid (included in #5 above deposit). Only *one* cat or *one* dog may be maintained on the premises. If the animal is a cat the rent will be increased by \$10.00 per month for the entire rental period. If you have a pet, it must be listed below and by listing said pet you agree to being fully liable for damages and injuries they might cause to both property and people. All pets on the property not registered under this contract will be presumed to be stray, and will be disposed of by the appropriate agency as prescribed by law, at the Agent's option. In the event a Resident harbors an undisclosed pet, they agree to pay a pet fee for the entire term of the agreement, regardless of when the pet was first introduced to the household. Resident specifically agrees not to maintain a pet which is attack-trained or vicious, with a history of biting people or other animals, or of property damage.

9. Resident agrees not to use any part of said dwelling for any unlawful or immoral purpose, not play musical instruments or radio, tape, records or television set loud enough to disturb neighbors, nor violate any regulations of the Board of Health, City or County ordinances. Resident agrees the covenants contained in this paragraph and in paragraphs 7,8,12 and 15 once breached can not afterward be performed, and that in case of breach, unlawful detainer proceedings may be commenced at once, by notification of the county sheriff. Failure of management/agent to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation.

Resident _____(Initials) Agent _____(Initials)

10. In accordance with Section 9-207 of the Illinois Code of Civil Procedure, after one month's rental period, this agreement may be terminated by mutual consent of the parties, or by either party giving written notice at least 30 days prior to the end of any monthly period; provided, however all parties agree that termination of this agreement prior to July 31st of any year regardless of cause will constitute a breach of the tenancy, and all Damage Deposits shall be forfeited in favor of the Owner as liquidated damages. Also, Resident shall give Agent 60 days written notice if Resident desires not to renew this contract at the end of the contract period. Should the tenant continue to occupy the premises after the effective date of termination, he will be considered as "holding over" and double rents will be charged.

11. The acceptance by Agent of partial payments of rent due shall not under any circumstances, constitute a waiver of any rights of Agent at law or under this Agreement, nor affect any notice of legal proceedings whether according to any statutory provisions or not, in unlawful detainer thereof.

12. In the absence of formal written notice of an intended absence with provision for timely rent payment, if the premises are left unoccupied for 15 days while rent is due and unpaid, the agent is authorized to take immediate possession thereof; placing the resident's property into storage at a site of the agent's choosing at resident's expense at a daily rental charge not to exceed \$15.00 per day. And the owner will have a lien on all personal property in an amount sufficient to repay him for all charges, losses and damages by him sustained because of the abandonment of the premises and personal property by the Resident. At Owner/Agent's option, the Owner/Agent may take possession of abandoned personal property as full liquidated damages, disposing of it as he wishes without recourse.

13. No additions or alterations to the premises shall be made without the consent of the Agent (**including satellite dishes, etc.**) and any improvements, additions, or alterations approved will become part of the property herein leased. **RESIDENT AGREES NOT TO CHANGE ANY LOCK OR ADD ANY LOCK TO SAID PREMISES WITHOUT THE WRITTEN PERMISSION OF AGENT.** The Agent will be given duplicated keys for all locks so installed prior to installation at Resident's expense or Resident will be responsible and will pay for any damage done or expense incurred by the Agent in gaining access to the property. Resident agrees to keep the premises locked when they are absent (to protect the property). Resident may not remodel or paint or structurally change, nor remove any fixtures therefrom without written permission from Agent/Owner.

14. Said dwelling and all of the furnishings and appliances therein are accepted as in good condition; otherwise, it will be conclusively presumed that said inventory is correct in all particulars, unless a written statement of any objections is delivered to the Agent within (3) days after taking possession (see attached check-list). Resident agrees that failure to file such a statement shall be proof that there were no defects of note in the property. Only after this record has been filled in and mailed to the above address within the above referenced 3-day limit will necessary action be initiated to make any needed repairs. **TIME IS OF THE ESSENCE IN RETURNING THIS FORM.** The inspection should include both the house as well as out-buildings, fences, landscaping, shrubs, etc. If there is any sign of termites this should be reported anytime it is noted. **NO ROUTINE MAINTENANCE WILL BE PERFORMED UNTIL THIS FORM IS RETURNED TO OUR OFFICE !**

15. Resident agrees not to permit any deterioration of the premises during the period of this agreement and that Resident will be responsible for any damage caused to the premises, including but not limited to woodwork, floors, walls, furnishing, fixtures, electrical, air conditioning, heating, mechanical systems, lawns, fences, utility sheds, and shrubbery. Resident acknowledges specific responsibility for replacing and /or cleaning filters on air conditioning and heating units. Any damages caused to units because of not changing and cleaning filters will be paid entirely by the resident. Resident specifically agrees that no tacks, nails or screws, (small "brad" type nails only) will be driven into the walls or woodwork, nor any painting done unless the premises can be returned to the original condition as of the date of this tenancy. And further that he/she is responsible for, and agrees to pay for, any damage done by rain, wind, or hail caused by leaving the windows open; overflow of water or stoppage of waste pipes, breakage of glass, damage to screens, frozen water pipes as a result of Resident turning the heating system down below 50 degrees. **RESIDENT ALSO AGREES THAT ANY VEHICLES FOUND PARKED ON UNPAVED OR UNROCKED AREAS MAY BE TOWED AWAY AT THE RESIDENT'S EXPENSE.** Resident promises not to abandon any motor vehicle nor leave any vehicle standing (parked without being driven for a period of two months) without written permission from Agent. Resident grants Agent permission to remove and dispose of any such vehicle at Resident's expense. No vehicle is to be brought onto the premises unless it is insured for public liability and property damage, operable, currently registered, free from any leaking fluid, and in compliance with governmental noise limitations.

16. Resident shall not remove owner's property from the demised premises.

17. In the event any provision of this contract shall be found to be invalid under Illinois Law, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception.

18. The Owner shall have the lien granted by law (Section 9-301 of the Illinois Code of Civil Procedure) upon all furniture and other property of Resident(s) for their rent, accommodations and services, and the Resident(s) hereby grant to Owner a lien upon all personal property brought into said premises. Agent may enforce said lien as provided by law or by entering said premises and taking possession thereof and the belongings contained therein for safekeeping at the expense of the Resident(s). Said lien may be enforced whenever rent is due and unpaid, and enforcement of the lien shall not operate to waive any other rights of the Owner in forcible entry or detainer or otherwise. If rent is still due and unpaid thirty (30) days after the enforcement of said lien, then the Agent may sell any or all personal property taken possession of as herein provided, and may apply any money's received against the unpaid rent, and against any storage charges and any other costs as designated in Paragraph (12) provided that any money's received in excess of the total amounts due are returned to the Resident(s).

19. No rights of hazardous waste storage are given by this contract, and the Owner shall not be liable for any loss of personal property by fire, breakage, theft, burglary, or otherwise from said premises or out buildings. Nor for any accidental damage to persons or property in or about the demised property resulting from electrical failure, water, rain, windstorm, or any act of god, or negligence of owner, or owner's agent, contractors, or employees, or by any other cause, what-so-ever. And the Resident hereby covenants and agrees to make no claim for any such damages or loss against Owner or Agent, but to purchase commercially available insurance, or to self-insure himself, family and guests by accepting full personal liability for such mishaps as may have been covered by commercially available insurance to offset risk of loss or damages. No "garage" sales are permitted without proof of adequate liability insurance protection. **OWNER DOES NOT MAINTAIN INSURANCE TO COVER LOSS OF PERSONAL PROPERTY.** Resident should obtain insurance to cover their own personal property. The Owner highly recommends that Resident maintain fire extinguishers in easily accessible locations (i.e. kitchen). Resident ASSUMES ALL LEGAL RESPONSIBILITY FOR THE ACTS AND CONDUCT OF ANY VISITORS! Under paragraph #28 of this agreement, resident agrees to report any hazardous condition to the Agent in writing as soon as they are discovered (to enable Agent to remedy at once).

Resident _____(Initials) Agent _____(Initials)

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20. Resident(s) will be responsible for payment of all Urbana/Champaign Sanitary Bills (BILLED EVERY 2 MONTHS), City of Urbana recycling tax, utilities, garbage, water and telephone, gas or other bills incurred during their residency. They specifically authorize Agent to deduct amounts of unpaid bills from their deposits in the event they remain unpaid after termination of this agreement.

21. This agreement is for the use of the physical structure and fixtures attached thereto. All appliances (not permanently affixed) including refrigerator, portable dishwasher and range, if applicable, are placed in the house for the use of Resident at the convenience of the Owner. Therefore, it is advised to take good care of the appliances, i.e. clean underneath and behind each appliance, etc. If appliances should fail due to normal "wear & tear" the owner shall have the appliance repaired or replaced as needed. **If appliances should fail due to tenant abuse or neglect, the Resident may have appliances repaired at his own expense, or the Agent will have them removed.** No adjustment will be made in the rent at that time. It is understood that the appliances included herein shall be maintained in proper operating condition by the Resident

22. Resident agrees to allow Agent access to the premises at reasonable times for the purpose of inspection, repair, exhibiting, or making needful improvements to said premises which the Agent may see fit to make. Agent also has the right to display "For Rent" or "For Sale" signs on the described premises (lack of Resident's cooperation is grounds for loss of security/damage deposit). However, every effort will be made to avoid interference with the Resident's quiet enjoyment of the premises WHILE THIS AGREEMENT IS BEING HONORED; and to specifically authorize un-announced access anytime rent is late or the contract terminated for purposes of serving legal notices, performing pest control, protecting owner's equipment, performing preventative maintenance or obtaining maintenance estimates.

23. All rights given to the Owner by this agreement shall be cumulative and in addition to any other laws which might exist or come into being. Any exercise, or failure to exercise, by the Owner of any right shall not act as a waiver of any other rights. No statement or promise of Owner or his Agent as to tenancy, repairs, alterations, or other terms and conditions shall be binding unless specified in writing and specifically endorsed herein. This contract represents the total agreement between both parties. No other terms and conditions shall have any effect unless endorsed in writing on this document.

24. Damage deposits, and any other deposits made by Residents will be released subject to the following provisions:

- (a) At least _____ months rental term has elapsed.
- (b) Formal written notice has been received per paragraph (10) above.
- (c) The entire dwelling including range, refrigerator, bathrooms, closets, cupboards, garage and outbuildings are CLEAN, and the refrigerator is defrosted. Carpeting to be SHAMPOOED, vacuumed and left clean and odorless. The tile floor areas shall be washed & cleaned. All rubbish to be removed from the premises and the yard mowed.
- (d) No damage or deterioration to the premises, building, or grounds is evident.
- (e) All unpaid charges have been paid including late charges, visitor charges, pet charges, delinquent rents, utilities, etc.
- (f) All keys are returned, including keys to any new locks installed while resident was in possession.
- (g) A forwarding address has been left with the Agent.

THE DAMAGE DEPOSIT WILL NOT BE USED BY TENANT TO PAY RENT DURING THE TENANCY (Agent may claim the damage deposit for past due rent).

Once all of these conditions have been met to the satisfaction of the Agent, and any costs of labor and material for cleaning and repairs have been deducted along with any other charges shown in 24(e) above, the remaining amount of the balance of deposits will be returned by check addressed jointly to all persons who sign this agreement.

25. There will be a \$35.00 charge on *all* NSF Checks, regardless of the reason.

26. A pre-payment discount (for rents paid at least six (6) months in advance) may be available to the Resident. Contact Agent for additional details.

27. This contract is terminated under the provisions of paragraph #10 on page 1 in the event of the filing of a petition for voluntary bankruptcy or other relief under the bankruptcy laws of Illinois or the United States by any resident signatory to this contract. If the resident shall become insolvent, or if bankruptcy proceedings shall be begun by or against the resident during the above tenancy, the Owner/Agent is hereby irrevocably authorized at his option to forthwith cancel this rental contract as a default. No receiver, Trustee or other judicial officer shall have any right, title or interest in or to the above described property by virtue of this contract or of the claims of the tenant or any third party claims.

28. All parties to this agreement warrant that any work or repairs performed by the Resident(s) will be undertaken only if he/she is competent and qualified to perform it, and the status of the person performing the work will be as an INDEPENDENT CONTRACTOR, totally responsible for all activities to assure they are done in a safe manner which will meet all the applicable statutes. They further warrant that they will be accountable for any mishaps or accidents resulting from such work, and that they will hold the Owner and Agent free from harm, litigation, or claims of any other person. Do not attempt to repair or replace anything that would in any way impair the value of the premises or be a hazard to anyone. Any improvements made by the resident shall become the property of the Owner at the conclusion of this agreement. **FOR MAINTENANCE NEEDS CALL BRAD FRAZIER AT 359-0892 OR FAX 359-0852 ANYTIME. YOU MAY ALSO VISIT OUR WEBSITE AT: www.hughesre.com TO SUBMIT MAINTENANCE REQUEST ON-LINE.**

29. Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Illinois. Additional information may be obtained from your County Health Unit. Frequent airing is recommend.

30. Residents may install water beds or water chairs on the ground floor only upon purchase of an insurance policy indemnifying the Owner and Agent against any damage caused by leakage, mildew, mold, collapse of structural members or loss of value to the premises.

31. Resident agrees to install and maintain a phone, and agrees to furnish to the Agent the phone number, and any changes, within thirty days after installation, if Resident wants a timely response to maintenance requests.

32. Resident acknowledges receipt of the "lead base paint" pamphlet attached to and made a part of this rental contract.

Resident _____(Initials) Agent _____(Initials)

READ THIS CAREFULLY, By signing this document you warrant that you understand all the terms and conditions under which the agent has agreed to rent you the premises. Resident understands that the Agent is relying on the statements made on the attached "Rental Application" and made a part hereof by reference, as an inducement to enter into this rental contract. Should resident have falsified any information contained on the Rental Application, Agent shall have the right, at any time hereafter, to declare this contract null and void and to terminate this contract hereunder in a accordance with paragraph 10 of this contract.

The individual signing this rental contract as Resident stipulates and warrants that all questions have been answered, that all provisions are thoroughly understood as to the obligations in every respect or suffer the full financial and legal consequences of their action or lack of action required herunder and finally, that he/she has the legal right to bind all occupants and to sign for them in committing yourself and them to this rental contract. If there is more than one Resident, they shall be jointly and severally liable hereunder. Further, the Resident warrants that he understands that this contract is subject to a favorable credit report from credit reporting agencies selected by the Agent to check the resident out, and that resident specifically authorizes the agent to inform him/her as to their performance under this contract and to make inquiries as to their credit history.

ACCEPTED THIS _____ DAY OF _____, 20____, at Champaign, IL. 61821

Agent for Owner

RESIDENT

RESIDENT

IMPORTANT TELEPHONE #'S TO REMEMBER

B&C Home Repairs > 359-0892

American Water > 352-1420

Insight Cable > 384-2500

Ameritech > 1/800-244-4444