

## Lease Contract Agreement

IT IS AGREED AS FOLLOWS:

LESSOR, J2M2 LLC, by Michael Markstahler as its managing partner, HEREBY LEASES TO LESSEE(S), **tenants name(s) here**, THE PREMISES KNOWN AND DESCRIBED AS:

Apartment numbered **201** at The Hickory, 513 N. Hickory, Champaign, IL 61820. The unit has the following appliances: dishwasher, washer, dryer, electric kitchen range, microwave/hood and refrigerator.

The specific terms of this lease are designed to more clearly lay out the duties, rights, and obligations of both the landlord and the tenant TO WHICH BOTH PARTIES AGREE TO BIND THEMSELVES BY SIGNING THIS LEASE.

This lease is a contract and neither party may change or abrogate it without the written consent of the other party.

This lease is a combination of both contract and property law. It is property law because it involves the rights to convey and occupy real estate. It is contract law because the lease is an agreement that defines each side's rights and responsibilities. A lease agreement is therefore a contract between landlord and tenant.

Like all such legally binding contracts, it's an exchange of promises. The most basic exchange is the tenant's promise to pay rent on time and in full in exchange for the landlord's promise to provide the premise in an implied warranty of habitability. Wherever the term lease is used following throughout it shall also mean contract. In the case of the lease, the tenant receives the right to exclusive possession of the property for the length specified subject to the agreed-upon limitations set out in the lease, and the tenant's legal obligation to return the property in good shape at the end of the lease in exchange for paying the full lease amount on time as specified.

Definition of terms –

1. Lease shall also be known as contract.
2. Landlord shall also be known as lessor. During the term of this lease Landlord may also mean staff or independent contractors. These would be limited to the purpose of showing the units for leasing purposes, inspections or for maintenance.
3. Tenant shall also be known as lessee.
4. Abandon and abandoned shall mean any one or more of the following and any one or more of the following shall be sufficient to meet the definition of abandon or abandoned:
  - a. Any utilities the tenant is responsible for have been turned off
  - b. Any doors are left unlocked for a time longer than forty-eight hours
  - c. If rent is late as defined below and the domicile is not occupied for a period of five days subsequent to the rent being late.
5. Holdover shall mean any amount of time the tenant holds possession of the rental property beyond the day and hour of the lease termination as specified in this lease. Holds possession shall mean having any property inside the rental property or within the legal boundaries of the property including outside areas.
6. Vacate shall mean that date stated in the lease as the end time. This is also known as 'Right of Occupancy ends' date.

7. Rent shall also be known as a periodic contractual payment as specified below.
8. Month shall mean any one of the twelve calendar months.
9. Day shall mean any of the days of the year and shall not be modified by holidays or weekend days. A day for purposes of on time payment shall mean midnight to midnight of any twenty-four hour period.
10. Security Deposit shall mean sum of money listed in this lease that the tenant shall give to the landlord specifically for the purpose of securing this lease. The landlord may apply money from the security deposit towards all short rents, utility payments, late payment fees costs listed in article 20 of this lease, and costs to bring the unit back to the same condition it was in when the tenant took possession. Among these costs can be turning utilities on to do work, trash hauling, repairs/replacement, making new keys or replacing locks if keys are not turned in, and cleaning. At the end of this lease landlord will return to the tenant any part of the security deposit not used as indicated by Illinois statute.  
If the total sum exceeds the amount of the Security Deposit, the tenant agrees to promptly pay the amount in excess. Promptly shall mean within fifteen calendar days of receiving notice of money due. Any security deposit that is to be returned will be returned as one check made out to the tenant designated to receive it. That tenant is **whoever it is**. It is this tenant's obligation to provide in writing a forwarding address or it will be mailed to the address shown on this lease. Any returned mailings shall be held for one year at the address provided for giving notices.
11. Normal decline in quality due to daily average residential use, sometimes referred to as wear and tear, for tenancies that last only twenty-four months, shall be specifically limited to and shall not be defined beyond – holes in walls under 1/16” of an inch for hanging of decorative items and light scuffs on painted surfaces. For longer tenancies, small dulling of stainless steel items, some matting of carpeting and loss of sheen to vinyl sheet good flooring in high traffic pattern areas shall be added to the above list. Other items may be added to this list by addendum signed and dated by both landlord and tenant.
12. A guest shall be a friend or relative who maintains a legal permanent address, other than the one of this domicile, where they routinely reside more than 330 days a year and where they are currently maintaining legal residence.
13. ‘Promptly’, when used in regards to maintenance services, shall mean that maintenance staff within 8 hours of the request shall be informed to respond to a service request. Further they will be instructed to respond within 24 hours of receiving the request at a minimum by scheduling a service call with the tenant. Appliance repairs may be longer.
14. ‘Late’, as it relates to rent shall mean 5 p.m. on the 5<sup>th</sup> of any month regardless of weekends or holidays.
15. The doctrine of implied warranty of habitability is a judicially created doctrine of merger. In essence, the implied warrant of habitability imposes a duty on the landlord to maintain the property in a habitable condition and free from latent defects.
16. ‘Smoking’ means the inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco or marijuana product. Further it shall also mean and include in the definition the burning of incense sticks, bundles, or cubes.
17. ‘Emergency’ shall only and exclusively mean and shall be limited to burst pipe(s) including water running from ceilings or walls, a furnace failing to operate between November 15<sup>th</sup> and April 1<sup>st</sup>, electrical outlets smoking or sparking, broken glass that needs boarding up, a sprinkler head that is discharging, or if a fire alarm is sounding inside of an apartment.
18. ‘Prior notice’ shall mean the calendar day prior to the calendar day of showing for leasing purposes or for maintenance.

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This lease becomes valid and its terms fully in force on the date of signing as indicated on the signature page. This is a **new/renewed** lease.

Right of Occupancy begins **August 1, 2017** at 1 p.m. local time in Champaign, Illinois.

Right of Occupancy ends 5 p.m. **July 30, 2018** local time in Champaign, Illinois.

It is agreed that the Lessee's total contractual obligation, not including any permitted charges, to be **whatever**. This contractual obligation may be increased by permitted changes.

It is further agreed that the tenant may pay this obligation in total, by half year, quarterly or monthly. If monthly, the total contractual obligation shall be divided by twelve to arrive at a standard monthly payment. If a payment is made other than monthly, all terms binding upon monthly payments shall also be binding upon half year or quarterly payments. No interest or discount shall be provided for any payment schedule.

Monthly payments shall be **whatever**.

The Due Date of the monthly payment is the first day of the month and is considered paid late after the 5<sup>th</sup> of the month.

Landlord (Lessor): J2M2, LLC ,Michael Markstahler managing partner

Tenant(s) (Lessee(s)): **whoever**

Amount of security placed upon deposit: **whatever**

**SPECIFIC TERMS** The specific terms of this lease are designed to more clearly lay out the duties and rights of both the landlord and the tenant.

1: The landlord will deliver the unit in good clean condition, and free of insect infestation or rodents on the beginning date of the Lease and Tenant will return the unit in the same condition. All carpeting, unless new, will be professionally steam cleaned prior to tenant occupancy. If the previous tenant had a dog or cat, then the carpet will be additionally raked for hair. A higher level of cleaning is required by and this lease is modified by a completed pet form.

Tenants are required to have the carpeting professionally steam-cleaned prior to their departure. Proof of this shall be a paid receipt dated **within 30 hours prior to the lease termination or other agreed upon departure time**. If a receipt is provided that is beyond 30 hours or the freshly cleaned carpeting has been walked on and looks dirty, the landlord is granted the right solely at his discretion to have the carpets again cleaned and then charge this against the security deposit

An inspection form shall be provided to the tenant. It is the tenant's obligation to fill this form out and return it to the landlord within five days of taking occupancy. If no form is turned in it shall be proof that the tenant found the unit in excellent condition. Proof that the form was turned in shall be the receipt of the form in the management office within five days of the tenant taking occupancy. This form is not a request for maintenance.

2: While occupying the unit the tenant shall immediately report any damage to the unit to the landlord. Damage means, but is not limited to, such things as dents or holes in the wall, stains in the carpet, gouges in the vinyl flooring, torn screen or broken windows, broken knobs on doors, loose towel bars, improper operation of appliances. Any damage to the property must be reported to the landlord within one day of it occurring. Failure to promptly report damage is good cause for eviction. Tenants are strictly barred from

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making any repairs themselves without prior written permission. Damages to wood floors from furniture or water damage from plants or pet bowls/boxes are the tenant's responsibility.

3: Smoking inside of the unit or in the common areas by anyone is prohibited. The term "smoking" shall mean inhaling, exhaling, breathing, chewing or carrying any lighted cigar, cigarette, or other tobacco or marijuana product or similar lighted product in any manner or in any form. Further it shall also mean the burning of incense in stick, cube or powder form is strictly prohibited.

It is the tenant's responsibility to pay the costs of the removal of smoke smell or stains on interior surfaces of the unit. These costs may be included under the definition of security deposit. However, these costs may far exceed the security deposit and may include stain blocking, odor seal, painting and duct cleaning in addition to other cleaning of window treatments or flooring.

4: The tenant shall promptly report all items that require maintenance to the landlord. Report means an e-mail or written note delivered to the office at 101 W. Vine Champaign, IL. **It shall never be considered as a report if given verbally in person or by telephone.**

In 1921 the Illinois Supreme Court set forth the obligations of a landlord in making repairs to the leased premises. *Gibbons v. Hoefeld*, 299 Ill. 455, 132 N.E. 423 (1921). In short, it is the obligation of a landlord to make the premises tenantable for the use for which it is leased. Once this obligation has been satisfied, the landlord has no further duty to make repairs during the term of the lease unless he or she is otherwise contractually obligated to do so. 132 N.E. at 427. The rule of law set forth in *Gibbons* is still applied by Illinois courts. *Forshey v. Johnston*, 132 Ill. App. 2d 1106, 271 N.E. 2d 81, 82-83 (4<sup>th</sup> Dist. 1971) (providing that ordinary, mere relationship of landlord and tenant creates no obligation on landlord to make repairs, absent express covenant or stipulation binding it to make repairs or to keep property in repair); *McDaniel v. Silvernail*, 37 Ill. App. 3d 884, 346 N.E. 2d 382, 386 (4<sup>th</sup> Dist. 1976) (stating that traditionally, landlord is not bound to make repairs unless it has expressly agreed to do so); *Baxter v. Illinois Police Federation*, 6 Ill. App. D 819, 80 N.E. 2d 832, 835, 20 Ill. Dec. 623 (1<sup>st</sup> Dist. 1978) (holding that absent covenant in lease obligating landlord to make repairs, landlord has no obligation to repair leased premises).

The landlord makes no explicit, implicit, by reference or inference responsibility to perform repairs with one exception. That exception is the changing of burnt out light bulbs that require a ladder. Tenants should never replace any light bulbs with a bulb different than the one currently in the fixture.

All other requests to the landlord by the tenant for maintenance shall be reviewed and responded to on a case by case basis. Both the tenant and the landlord agree that if the landlord does perform one or more repairs, it in no way establishes a legal obligation of the landlord to do other repairs.

If the tenant has caused the problem, the landlord may at his discretion delay repairs until the time the tenant is able and ready to pay for repairs. This in no way restricts or delays the landlord's right to proceed with eviction under other sections of this lease.

5: The unit shall be occupied only by the tenant(s) and any dependent person(s) directly related to the tenant and listed in this lease. Only guests may stay overnight. A guest shall never, without landlord permission, be provided a key to the unit.

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6: The tenant will pay any repairs required due to damage caused by the tenant at the time of repair. Failure to promptly pay for such repairs is good cause for eviction. Any plumbing repairs caused by articles flushed down the toilet or put down the drain will be paid for by the tenant at the time of repair. These articles include, but are not limited to paper towels, food products, feminine sanitary products, tampon applicators (even those that state they are flushable), and excessive toilet paper.

7: Except for what is already installed, upon occupancy tenant shall provide all electronic data/communication and entertainment devices at their expense. Tenants may not run new inside wiring without prior permission from the landlord. The tenant is responsible for both installation and removal of any such wiring; this includes satellite dishes. If left, the landlord may elect to remove such wiring as well as exterior satellite dishes, mounting brackets, and interfaces and repair any drilled holes. The tenant is responsible for paying any costs to the landlord for these removals. These costs may be included under the definition of security deposit.

8: An essential requirement of any lease is that the lease transfer exclusive possession of the demised premises to the tenant. The Illinois Supreme Court has stated that “(a) leasehold consists of the right to the use and possession of the demised premises for the full term of the lease.” *People ex rel. Korzen v. American Airlines, Inc.* 39 Ill. 2d 11, 233 N.E.2d 568, 572 (1967). As a result, assuming neither the landlord nor the tenant has breached the lease, a landlord, generally, should refrain from disturbing the tenant’s use and possession of the demised premises during the lease term. C. (7.4) Quiet Enjoyment A corollary to the rule that a lease grants to a tenant exclusive possession of the demised premises is the landlord’s covenant of quiet enjoyment. Illinois law implies a covenant of quiet enjoyment in all lease agreements. *Chapman v. Brokaw*, 225 Ill. App. 3d 662, 588 N.E. 2d 462, 467, 167 Ill. Dec. 821 (3<sup>rd</sup> Dist. 1992).

The landlord and his agents only have the right of free access at reasonable times for showing of the unit if it is listed as being for lease. In all cases the landlord shall by any single one or some combination of hanger tag on door, telephone or e-mail, provide prior notice to the tenant for a showing for lease.

Referencing clause 4 above, once a request for maintenance has been made, the tenant grants access to the unit at reasonable hours without required prior notice unless the tenant requests prior notice. A standard practice shall be followed by the maintenance personnel for entering of knocking three times prior to unlocking the door, then shall unlock and open the door only far enough to announce their presence, and finally entering and again announcing their presence prior to advancing into the unit.

Reasonable times shall mean Monday through Friday 8:30 a.m. – 6:00 p.m. and Saturdays 10:00 a.m. – 4 p.m., excluding nationally recognized holidays. All other times entry shall be pre-scheduled at least 24 hours in advance except in the case of emergencies. In all cases the tenant and the landlord agree to work together to both maintain exclusive possession while accommodating for normal business practices of showings and maintenance.

9: The tenant shall immediately report to the landlord any problems with the furnace or hot water heater. Failure to do so shall be good cause for immediate eviction.

10: In the event the unit is rendered untenantable due to fire or other accidents, the landlord may at his discretion terminate the lease, repair the unit within forty-five (45) days, or offer an equal substitute. If the landlord should elect to terminate the lease, any rents that may have already been paid for days

beyond the date of termination, if the damage is not the fault of the tenants, shall be rebated to the tenants. This shall be done on a per diem from the date of election (total annual obligation divided by 365). If the landlord makes the election to terminate, he must notify the lessees in writing. If the fire inspector of the city of Champaign determines that the cause of the fire is the responsibility of the tenant, then the tenant is obligated to continue to pay rent during the time the unit is under rehabilitation even if it is not habitable during this time. This shall not be the case if the landlord receives rent compensation from the insurance carrier. However, the tenant will be liable for paying any deductible if they are at fault.

11: All animals, whether pets of the tenants or the property of guests, are strictly banned from the property including the unit and common areas. This clause, upon approval, may be waived by written pet agreement. Lessee agrees not to keep pets in or about the leased premises without the advance written permission of the lessor. Lessee understands that the prohibition of pets also applies to pets of lessee's guests or visitors. If lessor finds a pet on the premises, lessee hereby agrees to pay a fine of \$1,000 dollars as liquidated damages, and an additional fine of \$125.00 dollars for each additional day the pet remains on the premises. This fine shall be applied in all cases, even those where the tenant is "keeping" the pet for a friend or the pet is just "visiting" with a guest or visitor of the lessee.

If the pet remains on the premises for a period of two days or more from the date it is first observed by lessor, then lessee's rights to possession shall terminate and lessee shall vacate the premises immediately and pay all sums due hereunder including rent and penalties for the balance of the term of this lease.

13: The tenant agrees to make no alterations, additions, or repairs to the premises without prior written consent of the landlord. No stick-on items should be applied to the walls or ceilings. Only picture hangers with nails may be used to hang items on walls.

14: 'Quiet Enjoyment' is a corollary to the rule that a lease grants to a tenant exclusive possession of the demised premises and is the landlord's covenant of quiet enjoyment. Illinois law implies a covenant of quiet enjoyment in all lease agreements. *Chapman v. Brokaw*, 225 Ill.App.3d 662, 588 N.E.2d 462, 467, 167 Ill.Dec 821 (d Dist. 1992).

The tenant or their guests shall not disturb others with loud noise in any form that they are voluntarily creating. This shall include, but is not limited to, amplified music or other sounds, televisions, musical instruments, and voices. Both tenant and landlord agree that noise related to the physical plant of the building itself shall not be considered a violation of 'quiet enjoyment'.

Voluntary noise generated by legal tenants or their guests must be kept at an acceptable level. An acceptable level shall mean that noise from the above listed source should not be heard through a common demising plane or through the apartment entry door. Noise above this level is considered too loud. Warnings shall be given by e mail or written notice or other communication. If the problem continues to generate complaints from other tenants after notice is given, then this is a violation of Illinois's Quiet Enjoyment. By this lease, after such notice if noise continues, then this shall be grounds for eviction as per Illinois tort law shown above.

15: The tenant shall arrange for the water and electricity to be placed in their name prior to taking possession and shall be responsible for all utility bills relating to the property during the entire length of this lease. The landlord shall pay for sanitary sewer fees. The landlord shall provide a dumpster on the ground floor for all the building tenants. The landlord shall contract with a licensed hauler to empty the dumpster regularly. Recycling totes are also available near the dumpsters which are also emptied once a week.



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16: The landlord shall be responsible for paying the billings related to and from the Urbana-Champaign Sanitary District, City of Champaign sewer fees, trash hauling, lawn mowing, insurance, and water shed drainage as well as periodic and incidental routine maintenance during the term of the lease. These shall be paid out of rents collected and if these prove insufficient out of other funds.

17: The landlord will provide one key per adult tenant at the beginning of the lease. All keys must be returned to the landlord at the termination of the lease. The tenant is responsible for the safekeeping of the same and will pay a fee of \$40.00 anytime the landlord or his agents are called to unlock tenant's door payable immediately. The tenant is strictly forbidden from lending their key to anyone not listed on this lease or from having copies of the keys made. ONLY THE LANDLORD MAY INSTALL LOCKS ON DOORS.

The landlord must have a key to all locks. Installation of a lock by lessee constitutes default under this lease. Please note the locks on the exterior doors of the building and each unit are expensive. The keying system is an expensive one. Only one company in the state of Illinois is licensed to install the system or make the keys. If a tenant loses a key, the tenant must pay its replacement cost immediately.

Entry keys and mailbox keys must be returned by tenant on or before the end day and time of the lease. Returning these items is a necessary but not a sufficient act to constitute vacation of the unit. Vacation shall be satisfied by the returning of all these items and the arrival of the end time and date of the lease or other arranged time.

18: The tenant will pay a late charge anytime the entire rent is not received by the landlord by the fifth day of each month, holidays and weekends included. Rent is deemed late is not paid in full by 5:00 p.m. on the fifth of each month. When late, a fifty dollar (\$50.00) late charge will be due immediately. After the 10<sup>th</sup> of the month, an additional \$5.00 per day shall be added until both the rent and all late fees are paid. This charge is specific to cover the additional management costs required. Any partial funds paid shall first be paid to cover late fees outlined above and once these are paid then and only then shall they go to the rent owed.

Rent for any partial month will be calculated by dividing 365 into the annual contract amount of the lease and then multiplying by the number of days in the partial month. Rent for any partial days will be charged at the full daily rate. Tenant's check or money order receipt shall be the proof of payment. Rent shall be paid through the mail or by hand delivery at the rent drop box in the front entry foyer or in the second floor north hallway. These drop boxes are checked daily. Mailed rent checks are to be mailed to J2M2 LLC ,P. O. Box 587, Champaign, IL 61824-0587. Mailed rents shall be deemed on time if in the post office box on or before the 5<sup>th</sup> of the month.

19: Lessee's liability is not limited to the amount of the security deposit. Lessee agrees that any balance of lessee's security deposit remaining due to lessee shall be returned to lessee's last known address within thirty (30) days after the termination of this lease. Returned shall mean the envelope it was mailed in has a post mark that is within the thirty day period. Lessee agrees that they are responsible for all damages to the property while the property is in their control when this damage is not covered by the landlord's insurance. By signing this contract the lessee affirms and agrees that they are obligated to pay all costs resulting from their or their guests' actions or inaction or negligence even when this is above the amount of the security deposit.

20: Tenant may be released from this Agreement prior to the end of the Agreement in one of two ways. The first is, if approved by the landlord, by paying to the landlord a seven hundred fifty dollar (\$750.00) fee upon notification of move out date and providing to the landlord an acceptable new tenant approved by the landlord. However, the tenant of this contract still remains liable for the rent, utilities, damages, cleaning costs, and reasonable attorney fees of this lease until released by the landlord in writing. The new tenant must sign a new lease for the remainder of the term.

If the tenant requests the landlord to search for a lessee replacement, then the requesting tenant shall be charged actual costs plus \$750.00 even if the landlord is unsuccessful in finding a new lessee. For this purpose, 'tenant' shall mean either current occupant or person who has executed a lease. Thus, if a choice is made to have the lease abrogated prior to occupancy of unit by the tenant, all the terms of this article apply in full force.

A second option is for the tenant to buy out the lease. A buy out shall mean the tenant paying four months of normal rent to the landlord, or if less than four months remain in the lease, paying the full amount of remaining rent due for the lease term. Upon making this payment and satisfying all other terms of this lease related to vacation, cleaning and returning keys, etc., the landlord shall provide the tenant in writing a lease termination agreement.

21: Any rent check returned by the bank due to insufficient funds will be charged a forty-five dollar (\$45.00) fee payable at the time the check is redeemed.

22: The obligation of tenant to pay rent as provided for in this lease during its full term, or any extension hereof, or any hold over tenancy, shall not be deemed to be waived, released or terminated by the service of any five (5) day notice, demand for possession, notice that the tenancy hereby created will be terminated on a specified date, the institution of any action for forcible entry and retainer or ejection or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of tenant's right to possession of the demised premises.

23: It is strictly agreed to by both the landlord and the tenant that without a new signed lease, no hold over and/or occupation either in person or by leaving of personal property or by failure to return keys of the unit shall be legal and is a violation of the lease. Therefore, it is agreed by both parties that it is just and proper that any such holdover be subject to a penalty by contract.

Any holdover by lessee beyond the day and hour of the stated termination of the lease shall result in the creation of a day to day fee. Any partial day holdover shall be deemed a full day. The penalty for each day shall be calculated by taking the annual rent divided by 365 and multiplying by four. Both parties agree that this increase is specifically intended as a penalty for holding over as a holdover causes scheduling problems and additional costs for the landlord. By holding over lessee(s) explicitly and implicitly agree that said act waives all rights to dispute this fee. Holdover fees shall be due upon billing. This immediate foregoing in no way should be construed as granting of extension to the lease. Its sole purpose is to establish amount of the penalty if, in violation of the lease, a tenants holds over beyond a lease ending date. It does not constitute in any way an agreement that the lessee has any legal right to stay beyond the last day and hour of the end of the lease.

The lessee also agrees that by holding over, they are responsible for and owe all costs, direct and indirect, related to their act of hold over. These expenses shall include but are not limited to the cost of



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professionally storing the incoming tenants' furniture and personal items and then delivering them to the unit at a later date, the costs of housing the incoming tenant in a quality hotel during the lessee's hold over and subsequent time required to prepare the unit for the incoming tenants, all costs incurred in changes to scheduling or increases to charges by service providers, and any lost rents. The lessee agrees that these costs are in addition to the day to day penalty of four times the daily rent amount.

24: The tenant shall provide sufficient heat at all times to prevent the freezing of water pipes on the premises. The tenant shall maintain water service, gas, and electricity in active service as of 5 p.m. on July 30th and throughout the entire period of the lease.

25: Lessee agrees to procure renter's insurance on personal property belonging to the lessee. Lessor is not liable for loss or damage to personal property belonging to lessee.

26. There shall be in the unit and provided by the landlord an electric kitchen range, a refrigerator, a microwave/hood, a dishwasher, a washer and a dryer. These are for the exclusive use of the tenants and shall not be used by others. Repairs to these appliances resulting from normal wear shall be the landlord's responsibility. Damage caused by the tenant shall be charged against the tenant.

Further, each unit has a permanent tenant handbook which is the responsibility of the tenant to keep in good condition. It is to be left permanently in the apartment. The cost of replacement in whole or in part as a result of loss or damage to of this handbook shall be the responsibility of the tenant. The charge to the security deposit shall be \$65.00.

27: Lessee is responsible for providing window treatments on any window where there is none. Further lessee is responsible for maintaining in good clean condition all window treatments installed by lessor.

28: Tenant shall inform the landlord in writing prior to bringing any firearms brought onto the premises. All firearms on the premises shall at all times be unloaded and locked away by the tenant and not visible. This last may be mitigated if a firearm is an antique, has had the firing mechanism removed or disabled then it may be displayed in public. Any firearms on display shall be rendered fully inoperable by the complete removal of the firing pin.

29: The rental application is made a part of this lease. Any falsification on this application is good cause for eviction.

30: The tenant agrees that the act of leaving any and all personal items upon vacating the unit shall cause all such property to be deemed abandoned and the ownership rights to that property are immediately and forever transferred to the lessor without need for any compensation. Further still, by leaving such items on the property upon vacation of the property, the tenant asserts that they have exclusive control and rights of ownership over said property and therefore have the exclusive right to transfer that ownership to the lessor. Further still, the lessee agrees to defend solely at their expense, the landlord if any subsequent ownership dispute arises from this transfer of ownership. Further still, the tenant grants the lessor the right to dispose of such property. The tenant agrees that any costs incurred by the landlord in this disposal of the property left are the tenants solely to pay.

31: Should the tenant abandon the unit during the term of this lease, the landlord has the right and option to take immediate possession thereof for the remainder of the term and at the landlord's discretion, remove all property, release the unit for such rent and under such terms as the landlord may see necessary and apply the proceeds to the balance of the rent due. By the act of abandoning the unit the tenant

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explicitly grants the landlord the right to dispose of any and all items left by the tenant. The tenant still remains liable for any unpaid balance of rent and for damages to the unit and for all hauling labor and landfill tipping fee charges and all reasonable fees required to collect money due. Lessee agrees to indemnify and hold harmless lessor from any and all liability, loss or damage the lessor may suffer as a result of claims, demands, costs or judgments against it arising from the removal and disposal of property.

32: If the tenant, anyone listed on the lease, or anyone the tenant or anyone listed on the lease has given permission to come onto the property is arrested while on the property or arrested off the property for illegal activity engaged in on the property or if illegal drugs or drug paraphernalia are discovered in the unit either by the landlord or any of his agents while performing activities granted in this lease then there shall be good cause for eviction.

33: Landlord reserves the right to exclude any individual from the said premises in the event that the landlord, in his sole discretion, determines that presence of said individual constitutes a threat to the residents and/or for the public good. In general, all individuals who have been convicted of the sale or possession of drugs, illegal firearms or stolen property, is listed on a sexual offender's list maintained by any of the fifty states and/or criminal damage to property or vandalism are excluded from the property. Any such individual shall be deemed trespassing on the property.

34. The bicycle rooms are located on the ground level. These rooms are locked and accessible only with tenant keys. Tenants at their own risk may store bicycles in these rooms. Lessor assumes no implied or direct liability for the security or condition of the tenant's bicycle. Tenant assumes all liability for the security and condition of any bicycle they store in the bicycle rooms.

35: The failure of the tenant to perform the foregoing covenants, or any one of them, shall constitute a breach of this lease and represents a good cause for eviction, and landlord may, under due process of law, evict tenant from said leased premises and may pursue any other remedy either at law or in equity.

36: In the event of default, lessee agrees to pay Court costs and attorney's fees incurred by lessor in enforcing the terms of this lease as well as in collecting damages, cleaning, and repair costs.

37. All tenants liable to the landlord for payment of rent or performance under the terms and conditions of this lease will be jointly and severally liable for the full amount of payment or performance under this lease.

38: On or about January 1, 2018, the tenants will be asked in writing about their intentions as to renewing the lease for another twelve months after the expiration of this current lease. The tenant will have until 5 p.m. on January 10, 2018 to confirm the tenant's intentions regarding the 2018-2019 lease year. If the tenant commits to renew, then the tenant will soon thereafter be presented with a new lease to sign. The signed lease must be returned on or before January 15, 2018. Failure to renew with a signed lease by January 15, 2018 will mean that the unit will be advertised as available August 1, 2018 and showings will be scheduled beginning January 16, 2018.

39: This Lease constitutes the entire Lease between the parties hereto and none of the parties shall be bound by any promises, representations or agreements except as are herein expressly set forth.

40: This is a confidential Agreement among the parties hereto and the agreement shall not be filed or recorded with any city, county, state or federal authority.

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41: Any words used herein shall be interpreted as singular or plural, and any pronouns used herein shall be interpreted as masculine, feminine or neuter, as the context requires.

42: All Exhibits attached hereto are made a part hereof by reference and are hereby incorporated in this lease as though fully rewritten at length

43: *Tenant's Certification. Tenants certify that they have read the entire contents of this lease and acknowledge receipt of a copy. It is expressly agreed that this is the only lease between tenant and landlord and no verbal agreement of any kind shall be binding on the parties here.*

44: *Both parties agree that the laws of Illinois, as well as any applicable federal statutes, shall govern all and any disputes related to this contract for leasing of a residential property. Further both parties agree that they waive their right to have the statutes of any other state to govern this contract or resulting legal action following from the use of any clause in this contract. Further both parties agree that all legal actions, other than those which might be in federal court, by either party related to this contract shall only and always be conducted in Illinois except to enforce rulings by an Illinois court. Both parties waive their right to conduct any and all legal actions related to this contract in any other state other than Illinois except for any action taken in a federal court or action required to enforce a ruling of an Illinois court. Both parties agree that all lawsuits instituted concerning this agreement shall be instituted in Champaign County, Illinois. Further both parties agree that they, except if appealing a ruling to a higher Illinois court or to enforce a ruling by a Champaign County Court shall not ever institute a lawsuit related to this contract in any other county in the United States of America. Further, both parties agree that good, valid, legal, sufficient service of any and all legal notices shall be delivery to the address listed on the signature page and that successful delivery of such notices shall be considered to be to post them on the door of the address listed on the signature page.*

45: *Integration Clause. The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, or otherwise. If any provisions of this lease or any part of a provision of this lease shall be invalid or unenforceable under applicable law, such provision or part of a provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease. This lease is and shall be deemed made and entered into in Champaign, Illinois upon the signing and dating by both parties.*

IN WITNESS WHEREOF:

LANDLORD \_\_\_\_\_ TENANT(S) \_\_\_\_\_  
For J2M2, LLC Michael Markstahler, managing partner  
Date \_\_\_\_\_

\_\_\_\_\_  
Signature(s) and date

Address for giving notices:  
101 W. Vine  
Champaign, IL 61820

The Hickory  
513 N. Hickory apartment 201  
Champaign, IL 61820

**Parking Rules for the offsite lot for Hickory tenants**  
**Exhibit one of the lease**

1. 'Surface lot' or 'lot' when used below shall always mean the lot to the west and behind the two story office building addressed as 605 N. Neil Champaign, IL. Its only open entrance is off of the east west alley that runs between Neil St. and Randolph St.
2. Vehicles without red mirror hanger tags parked in the surface lot are subject to being towed without notice.
3. ALL TENANTS are urged to exercise good safety practices when parking in the surface lot. Your vehicle should always be locked, windows should always be up, and nothing except floor mats should be visible through the windows on the dash, seats, console, or floor boards.
4. You are urged to make certain your personal insurance will cover any and all losses.
5. You park in the lot entirely at your own risk. J2M2 LLC, its owners, its employees and its sub-contractors assume no liability.
6. The tenant agrees that they shall defend, indemnify and hold J2M2 LLC, its owners, employees and sub-contractors harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the tenant parking in the surface lot behind 605 N. Neil, Champaign IL.
10. Mirror hanger tags shall be issued to tenants as follows:
  - a. One red tag per tenant who owns a vehicle
  - b. The tenant is responsible for the tag and shall be charged if it is lost \$3.00.
11. Tenants use the surface lot at their own risk. J2M2 LLC assumes no responsibility for any event that results from parking in either location. J2M2 LLC makes no implied or overt claim as to the security or safety of these lots.