

SECTION 1

THIS LEASE AGREEMENT (“Lease”) is made between YOUNG AMERICA REALTY, INC, an Illinois corporation, as owner or agent for owner (“Lessor”), and Residents (as hereinafter defined).

1) Lessee, collectively referred to hereinafter as “Residents” and, individually, “Resident”

1. _____ 2. _____
3. _____ 4. _____

2) Premises:

at _____

3) Date of Lease:

4) Commencement Date:

5) Expiration Date:

_____ by noon.

6) Annual Base Rent:

_____ paid in _____ payments of _____ due monthly
beginning on _____ and ending _____

7) Utility Tracking:

Advanced by Lessor Utility Tracking Fee: **\$49.00**

(E = Electric, W = Water, G = Gas, STV = Satellite Television, I = Internet. Residents shall be assessed a fee of \$3 per month per Resident for municipal-mandated recycling services. Residents agree to pay Lessor a Utility Tracking Fee per resident, due at the time of the Resident’s first monthly payment. See Section 2(IV) for details.)

8) Furniture & Services:

_____ (total value; already included as part of rent)

9) Parking Spaces:

_____ spaces for the unit, in a stickered, numbered, or driveway fashion

10) Administrative Fee:

_____ (for each Resident, non-refundable)

11) Security Deposit:

_____ (for each Resident)

12) Special Features & Provisions (if any):

Initials:

____ ____
____ ____

Lessor Find.

It is agreed by Lessor and Residents that Lessor reserves the right to assign ____ other lessees to the Premises, at Lessor’s sole discretion; provided that all Residents must give written consent prior to any male and female coed living arrangement within the Premises. Efforts by Lessor to identify additional lessees shall not waive Residents’ joint and several liability for all rental payments and any other obligations hereunder.

Initials:

____ ____
____ ____

Notice of No Agency.

Thank you for giving Young America the opportunity to show you one or more units for possible rental. Young America has previously entered into an agreement with the property owner to provide certain property management and real estate brokerage services to the property owner. Young America and your Leasing Agent are not acting as your agent but as the agent of the property owner.

FOR OFFICE
USE ONLY

New _____ Renew _____ Ind. Base/Mo. _____ Ind. Util/mo _____ Ind. Pymt: _____
LESSEE ____ LESSOR ____ Max Occ. ____ Occ. Notes _____
Sales Agent: _____ Process Agent: _____

SECTION 2

I. DEFINED TERMS.

All words beginning with capital letters are defined in Section 1.

II. LEASED PREMISES AND TERM OF LEASE.

Lessor hereby leases to Residents, and Residents lease from Lessor, the Premises for a term beginning at 1:00 p.m. on the Commencement Date, and ending without notice at Noon on the Expiration Date. In addition, Lessor shall provide the following services: (i) common refuse facilities, and (ii) general building maintenance outside of the Premises. Furnishings and appliances at the Premises at the time that Residents take possession shall remain in the Premises, and under the ownership and control of Lessor.

Residents shall not be allowed to move in prior to the Commencement Date unless approved in writing by Lessor in advance. Any individual Resident shall be denied access to the Premises until all rent and deposits are current, and any past due balances for any prior lease agreement entered into between Lessor and individual Resident have been paid in full. Residents shall vacate the Premises no later than Noon on the Expiration Date and if any Resident fails to vacate the Premises by said time they shall pay as additional rent a sum equal to \$1,000.00, in addition to damages allowed by law. Each Resident agrees that Lessor may attempt to sublease any part of the Premises if any amounts due under this Lease have not been paid by the Commencement Date, and each Resident shall remain liable for all amounts unpaid under this Lease. Efforts by Lessor to mitigate damages caused by Resident’s breach shall not waive Lessor’s right to recover damages. Each Resident shall occupy no more than one bedroom so that all Residents in the Premises have separation and independence from one another as it relates to the bedrooms.

III. RENT.

A. Resident agrees to pay Lessor, as rent for the Premises, the Annual Base Rent, due on the first day of each calendar month, except as otherwise expressly provided in Section 1. If any portion of a rental payment is received by Lessor after the payment due date, then the Resident shall also pay a late charge equal to 10% of the unpaid rent. Upon breach of any provision of this Lease, all rental payments remaining unpaid hereunder shall be deemed accelerated and immediately due and owing. Any rental payments made by Residents or on behalf of the Residents shall not be refundable regardless of circumstances. Further, the Resident acknowledges that this type of property would be extremely difficult to re-rent during the term of the Lease given its nature as student housing, and therefore this acceleration provision is reasonable with all rents and other charges immediately due and owing if the Resident fails to occupy the Premises for the entire term of this Lease for any reason.

B. If a Resident is a student, withdrawal or dismissal from the school shall not terminate the obligation of the Resident hereunder and the Resident shall remain liable for all rents and any other obligations pursuant to this Lease.

C. Joint and Several Liability: If there shall be more than one Resident, each of them shall be jointly and severally liable for all rental payments and any other obligations hereunder.

D. Unpaid security deposit, late fees, damages and utility bills, including overage amounts, shall be deemed unpaid additional rent for the purposes of the statutory 5-day notice requirement for unpaid rent necessary for filing of a Complaint for Forcible Entry and Detainer and any payments received by Lessor shall first be applied to these unpaid amounts. Each Resident agrees to pay a fee in the amount of \$50 each time a 5-day notice is served upon Resident in accordance with Paragraph XIV, B (Notices) of this Section 2.

E. Any default or breach of agreement under other leases with Lessor, or any premises managed by Lessor, including any outstanding past due balance, shall be deemed to be a breach of this Lease.

F. PARENT/GUARDIAN GUARANTY OF LEASE:
Lessor may require that individual Residents provide a Parent/Guardian Guaranty of Lease (“Guaranty”). In the event that the Guaranty has not been properly executed and delivered to Lessor within fifteen (15) days of Date of Lease, then Lessor may, at Lessor’s sole discretion, terminate this Lease upon written notice to such Resident.

G. Payment of rent by third parties shall not give third party any constructive or possessory rights to the Premises.

H. All rent and other payments due under this Lease shall be payable only by ACH debit (direct transfer from Resident’s bank account to Lessor’s

bank account) or such other electronic payment form as approved by Lessor, in Lessor’s sole discretion, and Resident agrees to provide any information and authorization necessary to establish such ACH debit payments. If LESSEE does not initiate payment using an approved electronic payment form, or if an ACH fails due to inaccurate information, then LESSOR will assess a reasonable fee for its receipt of payment in a form other than electronic payment. Notwithstanding the foregoing, if the Premises is part of a property containing 100 or more residential units with an on-site management office, then no such fee shall be assessed when timely payment by check is presented at the on-site management office during regularly scheduled office hours.

IV. UTILITIES.

Residents agree that Lessor has not included any amount of the stated monthly rent to be used toward utilities. Lessor will pay utilities described above on behalf of the Residents and will bill each Resident’s account on a monthly basis, and Residents shall pay such bill within 10 days from Lessor providing such bill to Resident. Further, in consideration for the administrative and other services provided herein by Lessor, Residents agree to pay Lessor an annual Utility Tracking Fee, which is a separate administrative and service charge, for each resident for the administrative and other services provided herein by Lessor, due at the time of the Resident’s first monthly payment and which are separate and apart from the monthly utility charges. Information shall be available to any Resident upon request. When a utility service is on a shared meter with other units within the building, this utility cost will be allocated to each unit with the share of the bill based on the number of bedrooms in each unit. Resident is responsible for paying all utilities not provided by Lessor and shall make application in the name of one of the Residents for each utility not provided by Lessor to start on the Commencement Date or move-in date (if earlier and permitted by Lessor) and shall maintain such service through the Expiration Date. Residents are responsible for connecting and canceling all utilities not included in the Lease. If Residents fail to make application for such utilities, then Lessor is authorized to have utilities turned on in the name of Residents, and to charge Residents a fee in the amount of \$50 per utility for this service. Residents understand that temporary changes to the Premises could result in increased utility consumption. Examples of these changes include, but are not limited to: additional air conditioning units, space heaters, additional appliances such as mini refrigerators, etc. Residents shall supply their own light bulbs, shower curtains, and smoke detector batteries, as needed. Upon breach of any term of this Lease, Lessor may suspend internet service provided to the Premises.

V. SECURITY DEPOSIT.

Each Resident agrees upon execution of this Lease to deposit with Lessor the amount stated in Security Deposit to be applied against damage to any part of the Premises or Lessor’s property or the furnishings therein, unpaid utility bills, keys not returned, unpaid rent, cleaning expense upon vacation by Residents, or any other expense or loss caused by any Resident (including their guests). The deposit does not represent the limit of liability for any Resident. If costs exceed the deposit, Lessor may invoice Residents, and payment is due within 10 days of receipt. Said deposit shall be applied to any of the aforesaid costs unless said damage is paid or reimbursed by Residents prior to the end of the term of this Lease. In such event or in the event there is no such costs, a refund of the balance of the deposit shall be made to Residents, in equal shares, by ACH deposit to such Resident’s account within thirty (30) days after the later of all Residents’ vacating the Premises or the Expiration Date. Resident agrees to provide any information and authorization necessary for Lessor to make such ACH deposit. In the event Lessor must send such amount via paper check by regular mail, Lessor shall have the right to deduct its fee for such paper check from such amount. Such refund shall be made after inspection of the Premises by Lessor, and refunded as required by law. **The deposit shall be held in Lessor’s business account and Residents waive the right to have deposit held in an escrow account as otherwise provided by law.** Lessor’s assessment of any such loss or damage shall be binding upon Residents. Any damage to the Premises, owner’s property or furnishings caused by any Resident or their guests may be repaired immediately by Lessor and shall be paid or reimbursed immediately by Residents upon demand. Residents who renew their apartment for a continuation of their lease will have any Security Deposit currently held by Lessor retained into this lease, minus any applicable charges.

VI. ADMINISTRATIVE FEE.

Each Resident agrees upon execution of this Lease to pay Lessor the amount stated in Administrative Fee in Section 1(10) of this Lease. Each Resident acknowledges and understands the Administrative Fee is a one-time, **non-refundable** payment to Lessor to cover administrative and other expenses. The Administrative Fee **is not** a security deposit, which the Lessor may separately collect as provided for elsewhere in this Lease.

In addition, each Resident acknowledges and understands the Administrative Fee does not limit the liability for any Resident.

VII. PARKING.

Lessor shall provide the number of parking spaces stated in Parking Spaces, which may be “stacked” parking as such term is defined by the Town of Normal, Illinois(the “Town”) . Vehicles shall be parked only in designated areas and shall not be driven or parked on grass, yard or sidewalk. Vehicles must be parked in compliance with local ordinances and policies posted in the parking lot. Vehicles that obstruct collection of refuse containers shall be towed at Residents’ expense. Ordinance violations and fines to Lessor caused by any Resident’s actions shall be assessed to and paid by Residents and shall be deemed a breach of this Lease.

VIII. USE & CARE OF THE PREMISES.

A. Premises shall be used by Residents solely for residential purposes. Further, Residents shall not permit any unlawful or immoral practices to be committed upon or near the Premises, nor use the Premises for any purpose nor in any manner that will increase the insurance rate thereon. Further, the use of the Premises by Residents shall be in a manner consistent with the rights of other residents of Lessor’s property and in accordance with any Federal (including the Controlled Substances Act), State or local laws and ordinances and so as not to cause undue disturbance. Residents will not allow any other persons to occupy Premises for more than three consecutive days and ten total days during the term of this Lease. Residents shall be responsible for the actions of their guests and shall not allow guests on the Premises outside of the Resident’s personal presence. Lessor shall not be responsible for the actions of other lessees of the Lessor’s property or their guests.

B. Utility Consumption: Residents agree to immediately report damage or maintenance (including, but not limited to, running toilets, water leaks or broken air conditioning units) needs to Lessor. Residents shall not run the air conditioning or heat with the windows and/or doors open, or leave lights on continuously. Lessor shall not be responsible for excessive utility costs related to increased consumption caused by such actions.

C. Residents shall be subject to a fee each time Lessor investigates any incident related to any Residents’ use of Lessor’s surveillance cameras. A fee schedule shall be made available at the Residents’ written request.

D. Resident is responsible for maintaining a valid email address and phone number on file with the Lessor.

E. Each Resident shall be liable jointly and severally for any damage to any part of the Premises or Lessor’s property or the furnishings and appliances therein. Common area damages will be assessed against all lessees of the Lessor’s property on a joint liability basis unless conclusive proof of responsibility can be determined by Lessor. Upon termination of this Lease by expiration or otherwise, Residents shall yield up immediate possession of Premises to Lessor in as good and clean a condition as when received by Residents, suitable for immediate lease to another lessee and any loss, cost or expense occasioned by Residents’ failure to do so shall be paid by Residents. Lessor will not be responsible for cleaning of renewal units where one or more Resident continues to occupy the same Premises from the prior year.

F. Lessor does not supply or replace water filters in refrigerators. If Lessee’s wish to change them they may do so at their own expense.

G. At Lessor’s sole discretion, Lessor may accept a \$500 payment from Residents within ten (10) days of any Resident’s receipt of a 10-day notice for a breach of this Lease, and in consideration of such payment allow Residents to retain possession of the Premises. Without limiting the activities or uses otherwise prohibited by this Lease, the following activities are specifically prohibited:

1. Residents shall not allow any pets or animals in the Premises, or in the common areas or parking lots, or in or around the Lessor’s property. Violations shall be cause for eviction. To avoid the filing of a Forcible Entry and Detainer action and at Lessor’s sole discretion, the Residents shall pay Lessor the sum of \$500 within ten (10) days of receipt of Lessor’s notice to quit and permanently remove all such pets or animals. Payment of said sum shall in no way grant Residents consent to maintain such pet and Residents shall be in breach of this Lease.
2. Residents shall store all personal items and Lessor provided furnishings within the Premises.
3. No pictures or other objects shall be hung or suspended within the Premises, except with approved hooks or tacks. Gummed stickers and tape are not allowed.

4. Residents shall not permit or allow any rubbish, waste materials or other products to accumulate upon or near Premises and shall maintain the same in a reasonably clean condition at all times. Residents are responsible for putting out garbage and returning cans to storage areas in compliance with all ordinances and regulations.

5. Padlocks, chain locks, or locks of any type on any door exterior or interior are prohibited except locks installed by Lessor.

6. Residents shall not host any parties which exceed 20 people in number (or such lesser amount in the reasonable discretion of Lessor), and/or is considered to cause undue noise or disturbance to the occupants of neighboring dwelling units. Violations shall be cause for eviction. Illegal activities are prohibited at any time and shall be cause for eviction.

7. Residents shall not cause any littering on or about the Premises. Excessive littering shall subject the Residents to a clean-up fee, at the discretion of the Lessor, in the amount of \$100 for the first occurrence and increasing by \$50 per occurrence thereafter. Residents and their guests shall not throw bottles, cans, or other items from balconies or windows. Such actions shall subject the Residents to a fine in the amount of \$500 for the first occurrence and increasing by \$250 per occurrence thereafter. All fines shall be paid by Residents to Lessor upon demand. Repeated incidents of littering or throwing debris from balconies shall be cause for eviction.

8. Residents shall not make changes, temporary or permanent, to the Premises, nor install air conditioning units or paint the Premises without prior written consent of Lessor.

9. Candle burning is prohibited by Lessor, and Residents shall be responsible for any damage resulting therefrom to the Premises and its contents, as well as damage to Lessor’s property and the personal property of other residents of Lessor’s property.

10. Residents further understand that this is an entirely smoke-free property and agree to strictly refrain from any smoking (including, but not limited to: tobacco, cannabis, and vaping) in the Premises, and all hallways and common areas within the Lessor’s property. Residents shall be assessed and pay a \$500.00 fine for each violation plus any and all costs required (as determined by Lessor, Lessor’s sole discretion) to remove such odors from the Premises due to any smoking, including but not limited to repainting, replacing flooring and replacing upholstered furniture. Residents shall be responsible to pay any and all costs associated with repairing damage to the Premises or Lessor’s property caused by smoking or burns, which may include but is not limited to furniture replacement, flooring replacement, and full painting of the Premises.

11. Charcoal grills are strictly prohibited at or near the Premises.

12. No signage or banners shall be displayed on the exterior of the Lessor’s property without Lessor’s written consent.

13. Residents agree to maintain sufficient heat in the Premises so as to prevent freezing of water pipes and other plumbing, particularly in the event Residents are absent for extended periods such as holidays. Residents shall be liable for any damage caused by such action. Additionally, Residents shall be liable to Lessor for a charge of \$75 for each occurrence of the heat being set 55 degrees Fahrenheit.

14. Kegs of beer are prohibited on the Lessor’s property, including inside the Premises. Residents may be assessed a \$500 fine for each of Residents’ kegs found at Lessor’s property, regardless of whether keg was consumed on the property.

IX. DAMAGE TO RESIDENTS’ PROPERTY.

Lessor shall not be liable for any loss or damage to Residents’ personal property. Residents covenant and agree to make no claim against Lessor, its agents or employees, for any damage, personal injury or loss of use of such personal property related to any Residents negligence. If Premises is rendered uninhabitable due to fire or other cause, Lessor shall not be obligated to provide housing for Residents.

X. SUBLETTING.

No Resident shall sublease any part of the Premises without first obtaining Lessor’s prior written consent. Additionally, each such Resident shall pay a subleasing fee in the amount of \$200 and additionally have a \$0.00 balance with Lessor at the time of the sublease. Residents understand and agree that, in the event he/she sublets the Premises, he/she shall remain liable for all obligations and duties as described herein until this Lease is terminated. Said subletting shall be effective only upon execution by Lessor, Resident and all sublessees of a sublease agreement approved by Lessor.

XI. ENTRY AND LOCK CHANGES.

Residents agree that at reasonable times the Lessor or its agents may enter the Premises for the purpose of inspections, pest control treatment and inspection, exhibiting for leasing or sale purposes, cleaning, remodeling, or repairs. Lessor may paint Premises with 24 hours’ written or verbal notice to any Resident. A service charge will be assessed to and paid by Residents if Landlord is required to open the Premises at the request of any Resident or governmental authorities. A service charge will be assessed to and paid by Residents if the Lessor is required to re-key locks or provide replacement key for the Premises. A fee schedule shall be made available at the Residents’ request. Residents are prohibited from issuing copies of building, Premises, or mail keys to anyone.

XII. AMENITIES, SERVICES AND PERSONAL PROPERTY.

In addition to Residents’ right to occupy the Premises, certain common services, amenities and/or personal property are made available by Lessor (“Additional Services”) for Residents’ use. Residents shall be liable for the payment of the value of such Additional Services over the term of this Lease, such value being the amount stated in Additional Services. Residents shall be deemed to be satisfying their obligation to pay for such Additional Services through the rental payments as set forth herein. Residents agree to execute an affidavit or any similar certification requested by Lessor reaffirming this allocation of rental payments.

XIII. COMPLIANCE WITH ALL LAWS / INSURANCE.

Residents, at their sole cost and expense, shall comply with and shall cause the Premises to comply with (i) all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises or any part thereof, or the use thereof, including, but not limited to, those which require the making of any structural, unforeseen or extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, and (ii) all rules, orders and regulations of the National Board of Fire Underwriters or Lessor’s fire insurance rating organization or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which affect the Premises. Further, Residents will not use, do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the premises which will violate Lessor’s policies of hazard or liability insurance or otherwise violate any other insurance policy(ies) carried by Lessor on the Lessor’s property for which the Premises is a part, or which will prevent Lessor from procuring such policies from companies acceptable to Lessor. If anything done, permitted to be done or suffered by Residents to be kept in, upon or about the Premises shall cause the premium or rate of fire or other insurance on the Premises or on other property of Lessor to be increased beyond the minimum rate from time to time applicable to the Premises or to any such other property for the use or uses made thereof, Residents shall pay, as additional rent, the amount of any such increase promptly upon Lessor’s demand.

XIV. MISCELLANEOUS.

A. Attorney’s Fees. If any Resident violates any covenant, term or condition of this Lease and Lessor employs an attorney or collection agency to pursue such violation, the Residents shall be liable for all court, collection and legal costs incurred by Lessor. Residents agree to pay minimum attorney’s fees of \$750.00, plus \$250.00 per hour for legal fees

in excess of 4 hours or thirty percent (30%) of the total amount due from Residents under this Lease, whichever amount is greater. The aforesaid fees shall be due whether or not litigation is commenced by Lessor. Lessor and Residents agree that the laws of the State of Illinois shall govern this Lease, with the courts of McLean County, Illinois, having sole and exclusive jurisdiction. Further, Residents waive any defense for lack of jurisdiction or venue in said lawsuits, and to said jurisdiction of McLean County. Lessor, attorney or debt collector is granted permission to request a credit report on any Resident and/or guarantor(s) at the time of application and/or if any Resident’s outstanding balance to Lessor is past due over thirty (30) days, and authorizes Lessor, attorney or debt collector to contact any individual listed on Resident’s rental application for verification of information and to obtain information needed to collect any unpaid balance pursuant to this Lease.

B. Notices. Lessor may terminate any Resident’s right to possession of the Premises by giving Resident five (5) days written notice to vacate for nonpayment of rent or by giving Resident ten (10) days written notice to vacate for violation of any other provision. Any legal notice or demand may be served by tendering it to any person thirteen years of age or older residing on or in possession of the Premises; or by certified mail addressed to the Resident at the Premises, return receipt requested. Residents acknowledge that if the notice by certified mail is returned to the Lessor with a notation that delivery was refused or unclaimed, it shall be deemed constructive legal notice. Notice to any Resident shall be deemed to be notice to any applicable guarantor.

C. Counterparts & Electronic Signatures. This Lease may be executed in one or more counterpart signature pages (including facsimile, electronic [.PDF] counterpart signature pages or using an electronic signature tool, such as DocuSign), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

D. Entire Agreement / Modification / Severability. This Lease contains the entire agreement between Lessor and Residents pertaining to the subject matter hereof and fully supersedes all prior agreements and understanding between the parties. This Lease cannot, under any circumstances, be modified orally, and no agreement shall be effective to waive, change, modify or discharge this Lease in whole or in part unless such agreement is in writing and is signed by both Lessor and Residents. If any provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall nonetheless remain in full force and effect.

E. THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR LESSOR TO REFUSE TO LEASE PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, CITIZENSHIP STATUS, ANCESTRY, AGE, ORDER OF PROTECTION STATUS, ARREST RECORD, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, MILITARY STATUS, SEXUAL ORIENTATION, UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, FAMILIAL STATUS, PREGNANCY OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT, AS SUCH ACT IS AMENDED FROM TIME TO TIME. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL FAIR HOUSING LAWS.

F. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH THEY ARE OR WILL BE PARTIES INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT.

[End of Text • Only Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement as of the Date first above written.

LESSEE:

SIGNATURE:

DATE:

**LESSOR: YOUNG AMERICA REALTY, INC.
BY:**

