

EXCEL REAL ESTATE MANAGEMENT, INC.

1502 E. Jackson Bloomington, IL 61701 • (309) 829-5885
www.ExcelREM.com

Lease Signed	Lease Starts	Lease Ends (w/proper notice)	Monthly Rent (due 1 st of month)	Security Deposit	Phone Number
			\$	\$	

THIS APARTMENT LEASE AGREEMENT (the "Lease") is made this ____ day of ____, 20 ____, by and between Excel Real Estate Management, Inc. (hereinafter referred to as "Manager"), acting pursuant to authority granted to Manager by Owner of the rental unit and, ____ (hereinafter referred to as "Resident", whether one or more).

1. **DEMISE.** In consideration of the payment by Resident of the rental payments required to be paid hereunder as and when the same shall become due and the performance of all of the other covenants and conditions to be kept, performed and observed by Resident under this Lease, Manager hereby demises and leases the following premises to Resident. Apartment No. ____, ☐ (furnished) ☐ (unfurnished) located at ____, in ____ together with the furniture, furnishings and personal property contained therein. Resident agrees to fill out *CREDIT APPLICATION*. Furthermore, resident understands that false or misleading information written on the Credit Application by Resident is a material violation of this lease agreement. Lease is subject to manager and owner's approval.

2. **TERM.** The term of this Lease shall commence on ____, 20 ____ at 4:00pm and shall expire on ____, 20 ____ at 12:00pm with proper notice. (See paragraph 27: Notice of Intent to Vacate.) If actual commencement of occupancy of the premises is delayed because of construction or the holding over of a prior tenant, Manager shall not be liable to Resident in any respect for such delay, and this Lease shall remain in force, subject to the following: (1) The rent shall be abated on a daily basis during such delay, and (2) Resident may terminate this Lease by giving notice in writing to Manager no later than the third day of such delay, whereupon Resident shall be entitled only to a refund of Resident's security deposit. Manager will not be responsible for any expenses incurred by Resident due to construction or holdover. Such conditions shall not apply to cleaning or repair days.

3. **RENT.** Resident agrees to pay Manager the sum of \$ ____ per month as rental. The rental reserved hereunder shall be payable in advance, without offset, deduction or demand, on or before the first day of each month during the term of this Lease. Rent shall be payable at 1502 E. Jackson in Bloomington, IL 61701, or at such other place or places as Manager may at any time or from time to time designate in writing to Resident. If a rental payment is not paid by the 5th of the month, the rent shall be increased an additional \$ 50.00 and then \$ 5.00 per day for every day thereafter in which the full amount remains unpaid. In addition, if a 5-day notice is posted Resident agrees to pay a \$50.00 posting / administrative fee. If Resident's check is dishonored by the bank, an additional service charge of \$50.00 will be assessed in addition to the accrued increased rent amount until the date on which the insufficient check is redeemed. All amounts due under this lease shall constitute rent.

If Resident gives Manager two checks that are returned for nonpayment during the term of this Lease, then the future rent shall be payable only by money order or certified funds. Payment or receipt of rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall Manager's acceptance of a partial payment constitute accord and satisfaction. Nor will Manager's acceptance of a partial payment forfeit Manager's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check or monies.

4. **MOVE-IN DATE.** The proposed move-in date shall be ____, 20 ____ . One full month's rent is due prior to proposed move-in date. Rental from the move-in date until the end of the month in the sum of \$ ____ is due ____, 20 ____ . Remaining monthly rent payments due the first of each month. Resident's possession of the premises shall start on the move-in date. The fact that the Resident occupies the premises prior to the term of this Lease as defined in subsection 2 above shall in no way affect the term of this Lease. Performance of all obligations, covenants and conditions shall be due from both Manager and Resident as of the move-in date.

5. **USE AND OCCUPANCY OF PREMISES.** The premises shall be used by Resident only as a private residence. The premises will be occupied only by: (list all adults & children) ____ Resident shall not perform or permit any practice that may damage the reputation of or otherwise be injurious to the building or the neighborhood or be disturbing to other residents, or increase the rate of insurance on the building. Guests are permitted on the premise no more than three weeks during the term of this lease

6. **PETS, NOISE.** No animals, birds, or pets of any kind will be permitted to be kept in or about the premises or elsewhere, within the rental unit without the prior written consent of Manager, and then only on such terms and conditions as Manager may prescribe. If the Manager consents to Resident's keeping a pet, then *PET ADDENDUM* must be executed. In the event that such pet(s) are found on the premise herein by Manager or employee(s), Resident will forfeit all security deposits in addition to associated fees (ie: professionally cleaning the carpet, spraying for fleas, repairing any damages caused by violation), and pay a service fee per the Resident Policy Book. Payment of said sums shall in no way grant Resident consent to maintain said pet and resident shall be in breach of this lease for violation of this section even if said sums are paid.

Resident agrees not to play any musical instrument, stereo, radio, or television set loud enough to be heard by other residents, nor violate any regulation of the Board of Health, City Ordinances, or State Laws of whatever nature.

7. **UTILITIES.** Manager agrees, at Manager's expense, to furnish the following utility services to the premises:

☐ Heat ☐ Water ☐ Gas ☐ Electricity ☐ Basic Cable ☐ Internet ☐ Other ____

Each utility service not provided at the expense of Manager (i.e. not listed above) shall be provided to the premises at Resident's expense on a separate metering and/or billing basis either directly from the utility provider or on a sub metering, square footage or other billing basis by Manager. Resident agrees to pay all utility charges (including utility deposits) assessed by utility companies (or Manager in the case of utilities billed to Resident by Manager) in connection with the use of all utility services provided to the premises which are separately metered and/or billed to Resident during the term of this Lease, as such term may be extended, or the period of occupancy of the premises by the Resident, whichever is



longer. Furthermore, if the Resident fails to pay any utility charges assessed by utility companies in connection with the use of utility services for which Resident has herein agreed to pay, and Manager is assessed by the utility company for these utility services, then Manager may pay these utility assessments to such utility company and subtract a like amount from Residents security deposit. In the event Resident becomes delinquent in the payment of rent (or in event Resident becomes delinquent in the payment of utility charges which are billed to Resident by Manager), Manager may, unless prohibited by applicable law, on not less than twenty-four (24) hours prior notice, cause any utility services to the premises which are not included within the rent (or which are covered by unpaid utility billings) to be terminated, without liability of any kind or nature to Resident.

Manager shall in no event be liable for any interruption or failure of utility services required to be furnished by Manager to the premises or any damages directly or approximately caused thereby, the only obligation of Manager being reasonable and diligent in it's efforts to restore such services.

Manager may modify the method by which utilities are furnished to the premises and/or billed to Resident during the term of this Lease, including, but not limited to sub metering of the premises for certain utility services or billing Resident for utilities previously included within the rent. In the event Manager chooses to so modify utility service to the premises, Manager shall give Resident not less than thirty (30) days prior written notice of changes.

Resident is required to leave utilities on and in Resident's name throughout the entire term of tenancy. Failure to do so will result in Manager charging and Resident agreeing to pay the utility expenses plus a service fee per the Resident Policy Book within 7 days of notification. Furthermore, Resident understands that when living in an older rental unit, it is possible for the said unit's utility bill(s) to contain usage from other areas of the building. Resident agree to and accepts this as part of living in an older unit.

8. **SECURITY DEPOSIT (PREMISES & PET).** Upon signing this Lease, Resident shall deposit with Manager the total sum of \$_____ as a security deposit to be held in the owner's active non-interest-bearing account. This security deposit will be applied against unpaid utility bills, cleaning costs, damages beyond ordinary wear and tear, and expenses incurred by the Owner in repairing damages to the premises or furnishings therein. Furthermore, a portion of the security deposit per the Resident Policy Book is held as non-refundable and will be applied against an inspection and documentation fee per the policy book. Resident CANNOT use the security deposit as last month's rent.

9. **CONDITION OF APARTMENT.** Resident has examined the premises and acknowledges that except for work Manager has agreed to do in writing, resident is satisfied with present physical condition of the premises and neither owner nor owner's authorized agent have made any representations or promises concerning the physical condition except those specifically set forth in this lease.

Manager shall furnish light bulbs and tubes of prescribed wattage for light fixtures located in the premises at start of said lease; thereafter light bulbs and tubes shall be replaced by resident, at resident's sole expense. Manager shall furnish batteries for smoke detectors, doorbells, thermostats, and garage door openers for the premises at start of said lease; thereafter batteries shall be replaced by resident, at resident's sole expense. Resident agrees that all will be in working condition upon vacating or reasonable replacement costs will be imposed.

10. **ACCEPTANCE AND CARE OF PREMISES.** Resident shall receive an *APARTMENT INSPECTION SHEET* that lists the condition of the rental unit, items in the rental unit, and any imperfections that were already existing prior to resident moving in. The inspection sheet shall be returned within seven days from move in. Failure to return signed inspection sheet signifies agreement with all items listed on inspection sheet with no additional information. Defects and damages not reported to Manager shall be presumed to have occurred during resident's occupancy of the premises.

Resident shall at his own expense, maintain the premises in a clean and sanitary manner including all equipment, mechanics, appliances, furniture, and furnishings therein and shall surrender the same, at termination of this agreement, in as good condition as received, normal wear and tear accepted. Resident shall help maintain the exterior of the premises in a clean and sanitary manner. Lawn care and snow removal is provided by Manager for addresses containing two or more units. Lawn care and snow removal for addresses with one unit is the responsibility of Resident.

All alterations, additions and improvements made to the premises shall be at Resident's sole cost and expense, shall only be made upon the prior written consent of Manager, shall become the property of Manager and shall be surrendered with the premises at the expiration or termination of this Lease. No holes shall be nailed excessively or drilled into the walls, woodwork, or floors, and no waterbeds or antenna/satellite installations (including citizens band radio antennas), or wall phones or stringing of wires, or change of locks or additional locks shall be permitted except by Manager's prior written consent. Resident will not remove Manager's fixtures, furniture, and/or furnishings from the premises for any purpose.

No water-filled items will be permitted to be kept within the rental unit without prior written consent of Manager, and then only on such terms and conditions as Manager may prescribe. If the Manager consents to Resident's keeping a water-filled item, then a *WATER-FILLED ITEMS ADDENDUM* must be executed.

Resident understands that this is an entirely smoke-free property and agrees that neither he nor any of his guests will smoke on the premise, including the unit and all common areas within the building. Resident agrees and that he will inform anyone else invited into said Premises that said the premise is a smoke free environment. Resident in violation shall be assessed and pay \$150.00 fee for each occurrence. Resident shall be responsible for any and all costs associated with repairing damages to the property caused by smoking or burns, which may include but is not limited to furniture replacement, flooring replacement, and full painting of the unit or common area in the building.

Resident understands that concealed carry weapons are prohibited on the property.

11. **RESIDENT POLICY BOOK.** Resident acknowledges receipt of the Resident Policy Book, made a par hereof by reference and agrees to abide by all the rules and regulations set forth in this lease and the Resident Policy Book. Manager reserves the right to make reasonable changes to the Resident Policy Book and upon notification to Resident of such changes, such amended rules and regulations shall be come equally binding upon Resident as originally set for herein. If there is discrepancy between provision of this Lease and those stated in Resident Policy Book, Manager shall have the option of electing the binding provision and shall so notify Resident within a reasonable time of such elections.

12. **RULES AND REGULATIONS.** Resident and Resident's family, agents, invitees, or guests shall comply with all rules and regulations now or hereafter promulgated by Manager for the rental unit. Resident, his family, agents, invitees, or guests shall obey all laws and ordinances applicable to the premises, including but not limited to (1) engaging in any criminal activity, including drug-related criminal activity, on or off the said premises. Drug related criminal activity shall mean the illegal manufacture, sale, distribution, use, possession and possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C 812). (2) Engaging in any act intended to facilitate criminal activity or permitting the dwelling unit to be used for criminal activity. (3) Engaging in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance, at any locations, whether on or near the dwelling unit premises. (4) Engaging in any illegal activity, including, but not limited to prostitution, criminal street gang activity, threatening or intimidating, assault, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the



lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage. A single violation of the above provisions shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a manager's discretion. Resident further covenants that his family, agents, invitees, or guests shall never be disorderly, boisterous or unlawful and shall not disturb the rights, comforts, and conveniences of other residents of the rental unit and Resident shall be responsible for the conduct of Residents family, guests, and/or visitors on the premises and in the common areas.

13. **REIMBURSEMENT BY RESIDENT.** Resident agrees to reimburse Manager within seven days of notification the amount of the loss, property damage, or cost of repairs or service (including but not limited to plumbing trouble) caused by negligence or improper use by Resident, Resident's agents, invitees, family or guests plus a service fee per the Resident Policy Book. Resident shall also be responsible for any damage resulting from windows or doors left open. It is understood and agreed that Resident is responsible for any overuse of utilities and will be billed accordingly. This includes, but is not limited to, unreported leaking faucets, running toilets, storm windows/windows open with heat on, etc. Such reimbursement shall be due immediately upon demand by Manager. Manager's failure or delay in demanding damage reimbursements, late payment charges, returned check charges, or other sums due from Resident, shall not be deemed a waiver thereof; and Manager may demand same at any time, including move out.

14. **MANAGER'S LIABILITY.** Manager shall not be liable to Resident, or Resident's family, agents, invitees, employees or servants, for any damages or losses to person or property caused by other residents of the rental unit or other persons. Resident agrees to indemnify and hold Manager harmless from and against any and all claims for damages to property or person arising from Resident's use of the premises, or from any activity, work or thing done, permitted or suffered by Resident in or about the premises. Manager shall not be liable for personal injury or damage or loss of Resident's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain storms, smoke, explosions, sonic booms or other causes whatsoever. Resident must obtain and maintain renter's insurance for the term of this lease. Proof of renter's insurance must be provided to Manager prior to move-in date. Resident will not be able to pick up keys to the unit, until proof of renter's insurance has been provided. Resident is expected to maintain renter's insurance for duration of the lease term. Failure to provide proof of renter's insurance will result in \$5.00 per day fee for everyday thereafter until proof is provided to Manager. If any of Manager's employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, signing for or delivering packages, or any other service not contemplated in this Lease, such employee shall be deemed the agent of Resident regardless of whether payment is arranged for such service; and Resident agrees to indemnify and hold Manager harmless from all loss suffered by Resident or other person in any of the aforesaid circumstances.

15. **LIMITATION OF LIABILITY.** All obligations and liabilities of the owner, its agents, partners, or employees, including all claims, demands and causes of action arising hereunder, or which Resident may at any time have against Owner or its agents, partners, or employees, shall be satisfied only out of those assets of the Owner of the rental property. No person shall have recourse against any person, or any other property of the Owner or any partner, agent, or employee thereof, to satisfy any such obligation or liability.

16. **DAMAGE OR DESTRUCTION OF PREMISES.** In the event of damage to the premises by fire, water, or other hazard, or in the event of malfunction of equipment or utilities, Resident shall immediately notify Manager. If the damages are such that occupancy can be continued, Manager shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If, in Manager's opinion, the premises are so damaged as to be unfit for occupancy, and Manager elects to make such repairs, the rent provided in this Lease shall abate during the period of time when the premises are not fit for occupancy, but in all other respects the terms and provisions hereof shall continue in full force and effect. In the event that the premises are so damaged or destroyed as to be, in the sole opinion of Manager, incapable of being satisfactorily repaired, then this Lease shall terminate and Resident shall be liable only for rental payments up to the date of such damage or destruction or, at the option of Manager, Resident agrees to accept a comparable apartment unit in the rental unit for the remaining term of this Lease.

17. **LOCK-OUTS.** Resident agrees that he will be liable for a service fee per the Resident Policy Book. In the event Manager is required to open the leasehold premises at the request of Resident or government authorities or give such copy of key.

18. **RIGHT OF ENTRY.** Manager shall have the right to enter the premises at all reasonable hours for the purpose of inspecting the same and making necessary repairs and maintenance thereto. Such right of entry hereby granted to Manager shall include any and all reasonable business purposes connected with the ownership and operation of the rental unit, and any business relating to the premises incident to the ownership and operation of said rental unit.

19. **CONSENT TO INSPECT.** The City of Bloomington has adopted by ordinance a Rental Inspection Program that requires all residential rental property to be inspected. I, as the tenant, give permission for City of Bloomington Inspectors to enter my dwelling unit for the purpose of conducting a Property Maintenance and Safety inspection, upon reasonable advanced notice by the owner or owners agent. I understand that this consent will be valid for each year and that it will apply to the first inspection and any required follow-up inspections.

20. **JOINT RENTAL RESPONSIBILITY.** The term Resident used herein shall be construed to mean Residents whenever the Resident signers of this Agreement shall be jointly and severally liable for all rental payments. The term rental payments used herein shall be construed to mean any sums due under any of the provisions of the lease. It being understood that EACH RESIDENT SHALL BE INDIVIDUALLY LIABLE FOR ANY AND ALL RENTAL PAYMENTS due and owing and that all Residents shall be liable until such payments are made. In the event that a *PARENT / CO-SIGNER AGREEMENT* is utilized, joint rental responsibility applies to all co-signers as well.

21. **SUBLETTING OR ASSIGNMENT.** Subletting or assignment will be allowed only upon the prior written consent of Manager. Notwithstanding any permitted assignment or subletting, Resident shall at all times remain fully responsible and liable for the payment of the rent herein specified and performance of all Resident's other obligations under the terms and provisions of this Lease. If Resident chooses and Manager permits Resident to terminate the lease prior to the expiration date, Resident will be responsible for a processing fee equal to one month's rent that will not be applied toward any unpaid rent, utilities, or damages. All responsibilities of advertisement and showings are that of the Resident. Manager will help to mitigate loss, but ultimately it is the responsibility of the Resident. Upon written request Excel Real Estate Management, Inc. will take phone calls, show your unit, and work on your behalf to find a new renter for a marketing fee equal to one month's rent. This fee is in addition to the processing fee. The Resident is responsible for paying the rent and utilities on time until a new renter is approved and takes possession. Late fees will be applied as is stipulated in the lease. Failure to follow the obligations of the lease will result in legal action.

22. **MANAGER'S OBLIGATIONS.** Manager agrees to make all reasonable repairs to rental unit, subject to notification by Resident and Resident's obligation to pay for damages caused by Resident, or Resident's family, guests, invitees or employees, and to comply with all applicable state and local laws. Manager's failure to fulfill the agreements contained herein within a reasonable period of time shall not affect Resident's obligation to promptly pay the rent when the same shall become due and payable under this lease, nor give Resident any right of abatement or



withholding or escrowing of rental payments.

23. **DEFAULT BY RESIDENT.** If Resident fails to pay rent or other amounts owed by Resident under this lease, or if Resident or Resident's guests violate this lease, apartment rules, or applicable federal, state and local laws; or if Resident abandons the apartment, then Manager may (with or without demand for performance) terminate Resident's right of occupancy by giving Resident written notice to vacate; and Manager shall be entitled to possession by eviction suit. Notice may be mailed or personally delivered to Resident or posted in a conspicuous place inside or outside the apartment. Termination of possession rights or subsequent reletting by owner shall not release Resident from liability for future rentals under this lease. After Manager gives notice to vacate or after Manager files eviction suit, Manager may still accept rent or other sums due; and such notice, filing or acceptance shall not waive or diminish Manager's right of eviction or any other contractual or statutory right. Acceptance of monies at any time will not waive Manager's right of property damages, past or future rent, or other sums due. If Resident's rent is delinquent and if one day's prior written notice is personally delivered to Resident, Manager may terminate utilities furnished and paid for by Manager unless governmental regulations regarding sub metering or utility prorations provide otherwise. Manager may report unpaid damages to local credit agencies for recordation in Resident's credit record.

24. **RESERVATION OF LIEN.** In addition to the statutory landlord's lien, Manager, as agent to the owner of the rental unit, shall have at all times, and Resident does hereby grant to Manager, as such agent, a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Resident, and to secure payment of any damage or loss which may be suffered by reason of the breach by Resident of any covenant, agreement or condition, contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Resident presently, or which may hereafter be situated on the premises, and all proceeds there from, and such property shall not be removed therefrom without the consent of Manager until all arrearages in rent as well as any and all sums of money then due hereunder shall first have been paid and discharged and all the covenants, agreements and conditions thereof have been fully complied with and performed by Resident. Upon the occurrence of an event of default by Resident, Manager may, in addition to any other remedies provided herein, enter upon the premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Resident situated on the premises, without liability for trespass or conversion, and sell the same at public or private sales, with or without having such property at the sale, after giving Resident reasonable notice at Resident's last known address of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Manager or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Resident reasonable notice, the requirement of reasonable notice shall be met if such notice is given at least ten days before the time of sale. Any sale made pursuant to the provision of this paragraph shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in the above described premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county in which the rental unit is located for five consecutive days before the date of sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property, shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph, any surplus shall be paid to Resident or as otherwise required by law; the Resident shall pay all deficiencies. Upon request by Manager, Resident agrees to execute and deliver to Manager a financing statement in form sufficient to perfect the security interest of Manager in the aforementioned property and proceeds thereof under the provision of the uniform commercial code in force in the state in which the rental unit is located. Any applicable statutory lien for rent is not hereby waived, the security interest herein granted being in addition and supplementary thereto.

25. **LIENS OR SALES.** Manager or the owner of the rental unit may encumber the premises and/or the rental unit by mortgage(s) and/or deed(s) of trust and any such mortgage(s) or deed(s) of trust so given shall be a lien on the land and buildings superior to the rights of the Resident herein. Foreclosure of any mortgage or sale under a deed of trust shall not constitute a constructive eviction of Resident and Resident agrees to attorn to the purchaser at such foreclosure or sale as if this Lease was by and between Resident, as tenant, and such purchaser, as landlord. Any sale of the rental unit or any part thereof shall not affect this Lease or any of the obligations of Resident hereunder, but upon such sale Manager (and the prior owner of the rental unit) shall be released from all obligations hereunder and Resident shall look solely to the then owner of the rental unit for the performance of the duties of "Manager" hereunder from and after the date of such sale.

26. **RESIDENT INFORMATION.** If Resident has supplied information to Manager by means of a rental application or similar instrument, Resident covenants that all such information was given voluntarily and knowingly by Resident, and if such information proves to be false or misleading, Manager shall have the right to terminate this Lease, in which event Resident shall immediately surrender the premises.

27. **SUCCESSORS.** The terms and conditions contained in this Lease shall be binding upon and inure to the benefit of Manager and Resident and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

28. **NOTICE OF INTENT TO VACATE. THIS LEASE IS AUTOMATICALLY RENEWABLE** for successive 2 month terms thereafter until otherwise requested in writing by Resident or Manager to terminate this agreement at least sixty (60) days prior to the termination date of this Agreement or such extended term. Automatically renewed leases may be subject to rent increases and/or renewed lease terms. Resident will be informed of such increases and/or changes prior to being implemented. Resident agrees to give written notice, **60 days** prior to fulfillment of lease term, to Manager by the first of the month stating that he will be vacating the last day of the month following the **60 days notice**, see **NOTICE OF INTENT TO VACATE**. Resident's failure to give such written notice shall be deemed an assent to such renewal for successive 2 month terms at the then current market rent. Resident understands and agrees that no leases will terminate on December 31st of any year.

At the termination of this Lease, Resident shall yield up and surrender immediate possession to Manager, and deliver all keys to Manager. If Resident fails to vacate the premises upon termination, Resident shall pay a sum equal to double amount of rent herein set forth as liquidated damages for the time that possession is withheld; and (1) Manager may, by giving Resident written notice thereof, extend the term of this Lease upon all the terms and conditions herein for one year, but with rental of 20% greater than the rental contained herein; or (2) If Manager fails to provide written notice to Resident of Manager's election under (1), Resident's lease shall become successive 2 month terms, upon all the terms and conditions contained herein. Resident shall compensate Manager for any and all damages incurred by Manager due to Resident's failure to vacate said premises in accordance with the terms of this lease.

29. **EMINENT DOMAIN.** If the whole or a substantial portion of the premises is condemned by any competent authority for any public use or purpose, this Lease shall be terminated. No compensation shall be payable to Resident by Manager and Resident shall not be entitled to share in the award of compensation received by Manager.

30. **RENT AFTER BREACH.** The payment or acceptance of rent after it becomes due, or after service of any notice or the commencement of a lawsuit, or after any judgment, or after knowledge of any breach by Resident, or after expiration of this Lease, shall not extend this lease, nor



waive or affect said notice, lawsuit, judgment, or the rights conferred therein to the Manger.

31. **CONSENT TO ARBITRATION.** In any legal proceedings relating to this agreement, the parties agree to waive any right they may have to participate in any class, group or representative proceeding and to waive any right they may have to a trial by jury. Any claim, controversy, or dispute that arises under or relates to this agreement (other than claims to collect amounts Resident owes Manager or eviction proceedings) shall be referred by the aggrieved party to binding arbitration.

32. **LEGAL EXPENSES.** Resident shall pay all costs, expenses and/or attorneys fees which shall be incurred or expended by Manger due to Resident's breach of the covenants and agreements of this lease regardless of which party initiates legal action.

33. **BINDING OF HEIRS.** All covenants contained herein shall be binding upon and insure to the benefit of Manager and Resident and their respective heirs, executors, administrators, assigns and successors. The Manager's rights and remedies under this Lease are cumulative. The exercise of any one or more thereof shall not exclude nor preclude Manager from exercising any other right or remedy.

34. **STORAGE.** Manager shall not be obligated to provide Resident storage, nor shall be responsible for any loss or damage to Resident's property which may have been placed in a storage area.

35. **ANTI-DISCRIMINATION.** It is illegal for either the owner or Manager to refuse to rent to any person because of one's membership in a protected class, e.g.: race, familial status, or any other class protected by Article 3 of the Illinois Human Rights Act.

36. **GENERAL.** No oral agreements have been entered into with respect to this Lease. The Lease shall not be modified unless by an instrument in writing signed by Resident and an officer of Manager. In the event of more than one Resident, each Resident is jointly and severally liable for each provision of this Lease. Each Resident states that he or she is of legal age and under no disability to enter into a binding lease for lodging. All obligations hereunder are to be performed in the county (or parish) and state where the rental unit is located. Time is of the essence of this Lease. It is understood and agreed that all of the covenants, agreements and obligations of Manager hereunder are limited by and are made expressly subject to the terms and provisions of a written management agreement between Manager and the owner of the rental unit.

37. **SEVERABILITY.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

38. **COUNTERPARTS.** This Lease is executed in multiple counterparts, with one copy to be furnished to Resident and the other copy to be retained by Manager. By signing below, Resident acknowledges that a copy of this lease and any other forms associated with this lease has been furnished to Resident. Resident agrees to pay \$50.00 for each additional copy of this lease and/or any other forms associated with this lease which is provided by manager.

39. **NO AGENCY.** Licensee's broker has previously entered into an agreement with a client to provide certain real estate brokerage services through a Licensee who acts as that client's designated agent. As a result, Licensee is not acting as your agent but as the agent for the client. Licensee will not be acting as your agent.

MANAGER: Excel Real Estate Management, Inc.

RESIDENT(S) Print:

RESIDENT(S) Sign:

By: _____

