



## LEASE AGREEMENT 2018-2019

**THIS AGREEMENT** is made, and entered into, on \_\_\_\_\_, by and between, **Main Street Commons, LLC, an Illinois Limited Liability company**, "Owner," herein known as Landlord and \_\_\_\_\_, herein known as Tenant.

1. **AGENT:** Tenant understands that this Lease Agreement shall remain binding if management of the property is transferred to any agent procured by the Landlord.
2. **PREMISES:** Landlord rents to the Tenant, and the Tenant rents from the Landlord, the premises known as **1109 W Main Street Peoria, IL 61606**.
3. **TERM OF TENANCY:** Tenant agrees to rent for a minimum of \_\_\_\_\_ months from \_\_\_\_\_ to \_\_\_\_\_ at a rental rate of \$ \_\_\_\_\_ to be paid in no less than \_\_\_\_\_ ( ) equal monthly installments of \$ \_\_\_\_\_.

Aug _____	Nov _____	Feb _____	May _____
Sept _____	Dec _____	Mar _____	Jun _____
Oct _____	Jan _____	Apr _____	Jul _____

4. **NOTICE:** All "notices" to us must be in writing and either hand delivered or sent by US Certified mail, return receipt requested, postage prepaid, to Main Street Commons LLC, Attention: General Manager, 1109 W. Main Street, Peoria, IL 61606.
5. **JOINT AND SEVERAL LIABILITY:** The undersigned Tenant, whether or not in actual possession of the premises, agrees that the Landlord shall not be liable and tenant hereby waives all claims against landlord for any damage to any property or any injury to any person in or about the Premises by or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of landlord or its agents, employees or contractors. Tenant shall protect, indemnify and hold the landlord entities harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property or any injury to any person occurring in, on or about the Premises to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of tenant, its agents, servants, employees, invitees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the tenant in or about the Premises or from transactions of the tenant concerning the Premises; (c) tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises or its occupancy; or (d) any breach or default on the part of tenant in the performance of any covenant or agreement on the part of the tenant to be performed pursuant to this Lease. The provisions of this Article shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination
6. **RENT:** Rent is due in advance, on the **first (1st)** of each month, *no exceptions*.
7. **PAYMENT OF RENT:** Rent is payable to **Main Street Commons, LLC at 1109 W Main Street Peoria, IL 61606**, or any address designated by Landlord. The tenant is to pay rent by check, ACH, cashier's check, or money order, to any agent or address designated by Landlord. If the Tenant submits a Non Sufficient Fund check, the Landlord, and or Landlord's Agent, has the option to require Tenant to pay all future payments in cashier's check or money order.
8. **LATE RENTS & FEES:** Rents are due on the **first (1st)** day of each month and Landlord does not consider rent paid unless **RECEIVED** by the office of Landlord, or any other agent assigned by Landlord. This includes any prorated rents, which are due during any time of tenancy. The Landlord, and/or Landlord's agent, does not consider depositing rent in the mail after the **second (2nd)** of the month timely payment, nor is postage delays and delays due to holidays, which are still considered the Tenant's responsibility. If the Tenant submits payment after the **fifth (5th)**, the Landlord, and or Landlord's Agent, has the option to require Tenant to pay all future payments in cashier's check or money order. Late rent can incur the following fees:
  - **Late fee:** If Landlord, and/or Landlord's agents, does not receive rent by the **fifth (5th)** of the month, a **\$50.00** late fee is due.
  - **NSF Fee:** If tenant's rent, or any tenant funds, does not clear the bank, the Tenant is required to reimburse the funds **in cashier's check or money order**. There will be a **\$30.00** Non-Sufficient Fund fee due.
9. \_\_\_\_\_ **NON REFUNDABLE ADMINISTRATIVE FEE:** The Tenant shall pay the Landlord a **non-refundable** fee equal to **\$225** payable in guaranteed funds prior to occupancy and due at the time of leasing. The non-refundable administrative fee will be deposited upon receipt of the application and will be refunded **only** if the application is rejected by the Landlord. Furthermore, the tenant agrees that this fee cannot be used for rent or to satisfy any other amounts owed.
10. **UTILITIES:** Tenant shall pay for telephone and other Landlord approved services desired unless contracted otherwise through the landlord. Water, trash, electric, sewer, internet, and cable are to be paid by Landlord. **Tenant must immediately notify all utility companies for which they are responsible, of their occupancy and responsibility for payment.** Landlord or agent may require proof of contract or account number(s).
11. **PAYMENTS PRIOR TO OCCUPANCY:**

First Month's Rent	\$ _____	Due On _____
Administrative Fee (non-refundable)	\$ _____	Paid On _____
12. **OCCUPANTS:** The apartment leased herein shall be occupied by only the following named person: \_\_\_\_\_

13. **ASSIGNMENT AND SUBLETTING:** The undersigned Tenant agrees and understands they are **NOT** to sublet or assign any portion of the property in which they have entered into agreement under the terms of this Rental/Lease Agreement without the prior written consent of Landlord. If the tenant is granted an approved sublease or re-let, the tenant agrees to pay the fee of \$100 to the Landlord for said transaction.

14. **VERIFICATION OF DRIVERS LICENSE OR ID, write in at time of signing:**

DL#	State of
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15. **APPLICATION OF FUNDS:** Monies paid by Tenant shall be applied to charges in the following order: 1) Tenant caused billings; 2) Non sufficient fund fees, late fees and/or service fees; 3) Past Due Utilities; 4) Attorneys fees; 5) Tenant caused property damage; 6) Past due rent, oldest month to newest, and as set forth previously in this Rental/Lease Agreement

16. **KEYS AND CONTROLS:** The Landlord and/or Landlord's Agent is to retain keys to the property. **The Tenant is not permitted to place their own locks on any doors located in or outside of the premise, nor are tenants allowed to make duplicates of keys issued by the Landlord and/or Landlord's Agent.** If the Tenant wishes to change locks, Tenant must submit a maintenance request to Management and will be responsible for the cost of a lock change. If the tenant does not furnish the keys when vacating, the Tenant agrees to pay the cost of re-keying of the property, the cost of any lost keys or controls listed below which have been furnished to tenant. The tenant upon occupancy has been given the following keys and controls:

\$30	Front Door key	\$50	Electronic FOB	\$50	Garage Door Opener
\$30	Mailbox key	\$30	Bedroom key	Other:	

17. **VEHICLES:** Tenant shall not perform any business connected with vehicles on the property. Tenant is not to park vehicles of any kind on any area other than the designated parking lot or the street. Tenant is to remove any vehicles leaking oil, or gasoline, from the premises until repaired. Tenant and/or tenant's guests are not to park inoperative or unregistered vehicles on or in front of the property. All vehicles must have the approval of Landlord or agent of the Landlord and are to be registered in accordance with stated community policies and postings.

18. **INSURANCE:** Tenant is to provide their own insurance for their possessions both inside and outside of the residence. Tenant is aware they are responsible for providing insurance for their personal possessions or vehicles and the Landlord's insurance will not cover their personal possessions or vehicles. Tenant is also responsible for any damaged caused inside unit, regardless of situation. Tenant is also aware the Agent's insurance will not cover their personal possessions or vehicle losses; this includes flood, fire, wind, rain, roof leaks, water seepage, and any other cause.

19. **USE OF PREMISES:** Tenant must use premises only as a residence. The Tenant is prohibited from operating a business in this property, unless with consent of Landlord. Tenant shall not violate any governmental law in the use of the Premises, commit waste or nuisance, annoy, molest, or interfere with any other tenant or neighbor, and the Conditions, Covenants and Regulations (CC&R's) of Record.

20. **ENTRY AND INSPECTION:** You agree that both we and the Manager, and our respective agents, employees, repairers, servicers and authorized representatives may enter the Premises at the Property at reasonable hours for any reasonable purpose, in accordance with applicable law, including but not limited to, responding to your maintenance requests; repairs; estimating repair or refurbishing costs; pest control; preventive maintenance, filter changes, testing or replacing smoke-detector batteries; retrieving unreturned tools or appliances; preventing waste of utilities; exercising contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials) and items prohibited under our Community Policies; removing unauthorized pets; retrieving property owned or leased by former residents; inspections when immediate danger to person or property is reasonably suspected; entry by a law-enforcement officer with search or arrest warrant or in hot pursuit; showing apartment to prospective residents; or showing apartment to government inspectors, fire marshals, lenders, appraisers, prospective buyers, or insurance agents. The entry can be gained by use of a pass key or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage caused thereby). Both we and the Manager can also enter the Premises, upon giving you prior notice to show a bed space or the Apartment to government inspectors, fire marshals, lenders, prospective buyers, prospective residents, other residents or insurance agents. By placing a work order for work to be performed, you authorize Owner to enter the Premises for the purposes of completing that work order in a timely manner. If you refuse to allow us the right of entry, you will be held responsible for any financial losses that are sustained by us.

21. **BREACH OF CONTRACT:** In the event the Tenant moves out prior to the end of the lease, or Landlord evicts Tenant due to a lease violation, Tenant agrees to reimburse Landlord for all costs incurred because of the breach. These costs may include, but are not limited to attorneys' fees, lost rents, and any costs covered in Paragraph 8 of this agreement.

22. **RULES, REGULATIONS, & FINES:** Tenant agrees to comply with all Covenants, Conditions and Restrictions, Bylaws, rules, regulations, and decision of Landlords' association or Landlord, posted on the premises, given, and/or delivered to Tenant. Tenant shall pay any fines or charge imposed by Landlords' association or other authorities due to any violation by tenant, or the guests of Tenant. The guests of Tenant shall not disturb, annoy, endanger, or interfere with other Tenants and neighbors, or use the Premises for any unlawful purposes, including but not limited to using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit waste or a nuisance upon or about the Premises.

23. **PETS:** No pets of any kind (except fish in tanks not larger than 10 gallons in capacity) in or about the premises.

24. **SMOKE DETECTOR and CLOSET SHELVING:** Tenant acknowledges and agrees a smoke detector is in place and is operational. Tenant agrees to test the detector at least once a month. If the detector is battery powered, Tenant agrees to replace the battery as needed. If, after replacing the battery, the smoke detector does not work, Tenant agrees to inform the Landlord immediately, verbally and in writing. Tenants are not to alter or disconnect smoke detectors, nor any closet shelving in front of or by sprinkler heads.

25. **ALTERATIONS:** Tenant shall not paint, wallpaper, add or change locks, or make any other alterations to the Premises without Landlord's prior written consent except as provided by law. Tenant, without Landlord or Landlord's Agent prior written consent, shall do no repairs, decorating, or alterations. Tenant shall notify in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting, wallpapering, and hanging of murals or posters. Tenant shall hold Landlord harmless as to any mechanics' lien recordation or proceeding caused by Tenant and agrees to indemnify Landlord and/or Landlord's Agent in the event of any such claim or proceeding.

26. **MOLD:** The Tenant agrees to report immediately any evidence of mold to the Landlord and/or Landlord's Agent and to maintain a clean environment that discourages mold.

27. **POSSESSION:** If Tenant abandons or vacates the Premises, Landlord or Landlord's Agent, may terminate this agreement and gain lawful possession regardless of past, current, or future lease dollars paid. Release of possession by Tenant does not waive the contractual cost contained in this lease agreement and will NOT constitute a cancellation of this contract. It is furthermore understood that possession of the apartment by the tenant is not required or necessary to establish and execute this contract and the obligations here in.
28. **CONFIDENTIALITY AND INFORMATION:** All Tenant records remain confidential in Landlord's possession. You represent that all information supplied by you to us by means of a rental application or similar instrument is true and correct and was given by you and Guarantor voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we can provide it without notice to you or any further consent.
29. **RESIDENT'S PROPERTY LEFT IN PREMISES**  
We shall have the right to determine when the Premises is abandoned in accordance with applicable law. You agree abandonment of the Premises shall include, but is not limited to, any one of the following: (i) the removal of personal property from the Premises other than in the usual course of continuing occupancy, (ii) discontinuance of any utility service, and (iii) continued failure to respond to any notices, phone calls, or correspondence from us. In the event the Premises is abandoned, we shall have the right, without notice, to secure the Premises with new locks, store and/or dispose of any property or personal possessions left in the Premises by Resident or Resident's guests, licensees, or invitees in accordance with applicable law, and to re-rent the Premises for new occupancy. In the event applicable law permits, any such abandoned property or personal possessions shall be considered our property and title shall vest in Landlord. You may redeem your personal property in accordance with and if applicable law permits. Any personal property remaining in the Premises at the end of the Term shall be deemed abandoned by you and may be disposed of by us in accordance with applicable law.
30. **PHOTOGRAPHS**  
You give your permission to us to use any photograph or photographic image including video or video stills taken of you while you are in any public spaces, grounds, offices at the Property or any sponsored events at the Property. You grant us and the Manager and our designees, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and to use, re-use, publish and re-publish photographic or video portraits or pictures of you or in which you may be included, without restriction as to changes or alterations. This usage may be in conjunction with your own name or a fictitious name. It may involve reproductions in color or otherwise that may be made through any medium, and in any and all media now or hereafter known. Usage may include illustration, promotion, art, editorial, advertising, trade, or any other legal purpose. You also consent to the use of any printed matter in conjunction with that usage. You waive any right that you may have to inspect or approve the finished product, the advertising copy or other matter that may be used in that regard. I hereby waive any right that I may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. You agree that we, the Manager and our designees will have no liability due to any blurring, distortion, alteration, optical illusion, or use in composite form that may occur in taking or usage of any picture or in the subsequent processing or publication of the picture. You release us, the Manager and our designees from all claims of any nature arising in any way from the use of your photograph or photographic image. This release contains the entire agreement on this subject matter.
31. **TENANT RESPONSIBILITY TO CARE AND MAINTAIN PREMISES:** Any cleaning deemed excessive by the Landlord and any/all damages outside of normal wear and tear may be charged back to the tenant in full. Tenant shall be responsible for the following:
- Keeping the property clean and sanitary inside and out, and in good order and condition and shall not mar or deface the walls, woodwork, or any part of the Premises
  - Reporting to the Landlord or any agent of Landlord items needing repair
  - To pay for damage to property because of failure to report a problem in a timely manner
  - To pay upon demand for costs associated with cleaning above and beyond normal use as determined by Landlord
  - To pay upon demand for costs to repair, replace or rebuild any portion of the premises damaged, whether through act or negligence, by the Tenant, Tenant's guests, or invitees
  - To replace any broken or cracked GLASS, no matter what the circumstances of breakage, unless the tenant provides a police report to Landlord/Agent detailing the circumstances of breakage. In the event of a "break in", supply Landlord/Agent with a copy of the police report at Tenant's expense; should Tenant fail to do so, Tenant agrees to pay repair costs
  - Payment of any unnecessary repair calls, for service calls caused by Tenant's negligence, and for extra service calls because of failure to keep appointments with repair people
  - Be responsible for damage done by rain or wind as a result of leaving windows or doors open
  - Under no circumstances is the Tenant to perform any electrical repairs. The Tenant however is responsible for the care and replacement of any and all light bulbs in the unit
  - Tenants are given the opportunity to complete a Unit Condition Report (UCR) within 24-hours or within a reasonable amount of time, as deemed by the Landlord and/or Landlord's agents. Tenants will not be notified of their failure to turn in a completed UCR in a timely manner.
32. **ENTIRE CONTRACT:** Time is of the essence for this contract. This agreement incorporates all prior agreements between Landlord and Tenant and constitutes the entire contract, with the intention as a final expression of their agreement with respect to the general subject matter covered, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms and that no external evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement.
33. **CASUALTY LOSS**  
In the event of fire or other casualty, you must immediately notify us. If the Premises is partially destroyed by fire or other casualty not attributable to you or your guests, licensee, or invitee, the Premises, may be promptly restored and repaired by us and any Rental Installment(s) for the period that the Premises is not livable shall abate, unless we provide you with alternative living space, in which event Rental Installments will not be abated. However, if the Premises is substantially destroyed, then this Lease may be terminated by us, in which event the remaining unpaid Rental Installment due hereunder shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, you expressly acknowledge that you shall not be excused from paying any Rental Installment if the damage or destruction to the Premises is the result of or attributable to you or your guests, licensees, or invitees, and you shall be charged as Additional Rent for the cost of any repairs or clean-up.

34. **DESCRIPTION AND RELOCATION**

This Lease is between you and us. We agree to lease to you and you agree to lease from us, the Premises. The "Premises" is defined as including each of the following:

- a. Your sole use of the bed space assigned to you;
- b. Together with the other residents of the apartment unit in which your assigned bed space is located ("Apartment"), your joint use of the Common Areas in the Apartment (for purposes of this Lease, "Common Areas in the Apartment" are those areas within the Apartment to which you have access without going into another bed space);
- c. Together with the other residents at the Property, your joint use of the Common Areas at the Property (for purposes of this Lease, "Common Areas at the Property" are those areas within the Property to which all residents have general access); and
- d. If we provide furniture in the Apartment, your sole use of the furniture within the bedroom in which your bed space is located, and your joint use of all appliances and furniture within the Common Areas of the Apartment.

However, following five (5) days after we provide written notice to you, we have the right to relocate you from one bed space in the Apartment to another, or to another similar bed space in an Apartment in any building at the Property. If you are contracted but have yet to take possession then the five (5) day notice is waived and we may immediately relocate your space on the property. If we relocate you, we will pay the costs associated with changing your phone, cable TV and electric services only. If you request to be relocated, then you may be required to pay to us a Transfer Fee in the amount of \$100. In no event shall we be obligated to relocate you at your request.

35. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

36. **SAFETY**

YOU MUST EXERCISE DUE CARE FOR YOUR AND OTHER'S SAFETY AND SECURITY. PLEASE READ THE SECURITY GUIDELINES INCLUDED IN THE COMMUNITY POLICIES ATTACHED TO THIS LEASE. None of our safety measures are an express or implied warranty of security or are a guarantee against crime or of a reduced risk of crime. We are not liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and we can discontinue any of such items provided at any time without notice.

37. **GENERAL**

Timing is very important in the performance of all matters under this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This Lease is the entire agreement between the parties. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us. You may not make any changes to this Lease Contract. Handwritten changes, additions or deletions to this Lease Contract shall not be binding on us unless approved in writing by us. Unless this Lease states otherwise, all sums owed by you are due upon demand. Our delay or non-enforcement of our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the Lease does not invalidate this Lease. If any part of this Lease is not valid or enforceable, it shall not invalidate the remainder of this Lease.

38. **Packages & Mail**

The landlord and its agents shall not be held responsible for the signing, delivery or care taking of mail and/or packages that you have delivered to the premises.

39. **INTERPRETATION OF CONTRACT:**

- I do not need an interpreter and can understand the Rental/Lease Agreement in its entirety.
- I have provided an interpreter to explain the terms of the Rental Agreement to me. My interpreter's name is \_\_\_\_\_, ID (verify with type + #) \_\_\_\_\_.

40. **ATTACHMENTS:** The undersigned Tenant acknowledges, by initialing the following attachments to this Rental/Lease Agreement, the attachments are incorporated herein:

\_\_\_\_\_ **Community Polices**      \_\_\_\_\_ **Pest / Bug Addendum**

41. **Cancellation/Breakage:** Tenant understands that by signing the Lease Agreement, they are actively entering into a binding contract, which will be upheld to the full terms, conditions, and monies owed. Tenant also understands and agrees that by signing the Lease Agreement, if they withdraw or are dismissed from their enrolled university or place of employment, they are still held to the full terms, conditions, and any monies owed, as it does not negate the Lease Agreement or covenants.

Printed Tenant Name \_\_\_\_\_ Agreement Date \_\_\_\_\_

Tenant Signature \_\_\_\_\_

Main Street Commons Agent \_\_\_\_\_ Date \_\_\_\_\_  
Main Street Commons, LLC