



Current Apt: _____

Student ID#: _____

LEASE AGREEMENT 2026-2027

THIS AGREEMENT is made, and entered into, on _____, by and between, **Main Street Commons LLC**

“Owner,” herein known as Landlord and _____, herein known as Tenant.

- AGENT:** Tenant understands that this Lease Agreement shall remain binding if management of the property is transferred to any agent procured by the Landlord.
- PREMISES:** Landlord rents to the Tenant, and the Tenant rents from the Landlord, the premises known as **1109 W Main Street Peoria IL 61606**.
- 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 _____ | June _____ |
| Oct _____ | Jan _____ | Apr _____ | July _____ |

- 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: Executive Director, 1109 W. Main Street, Peoria, IL 61606.
- 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.
- RENT:** Rent is due in advance, on the **first (1st)** of each month and shall be considered late after the 5th.
- PAYMENT OF RENT:** Rent is payable to **Main Street Commons LLC, located at 1109 W Main Street Peoria, IL 61606**, or any address designated by Landlord. The tenant is to pay rent by personal check, cashier’s check, or money order, to any agent or address designated by Landlord. Credit/Debit Card payments may be accepted after the tenant moves into the premise, but the owner and agents are not obligated to allow credit card payments. Cash payments will NOT be accepted. 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.
- 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, Charge Back:** If tenant’s rent, or any tenant funds, does not clear the bank or credit card company, the Tenant is required to reimburse the funds **in cashier’s check or money order**. If a tenant disputes a valid payment to their bank or credit card company, 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 per occurrence.
- NON-REFUNDABLE ADMINISTRATIVE FEE:** The Tenant shall pay the Landlord a non-refundable fee equal to **\$250** 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:** Water, trash, electric, gas, sewer, and internet are to be paid by Landlord. Cable TV or Satellite TV services are NOT available or allowed without express written consent of Landlord. Tenant shall pay separately for telephone and any other Landlord approved service(s) desired. Landlord shall NOT be responsible for any utilities that are unapproved or set up in error by the tenant. Landlord or agent may require proof of contract or account number(s). No interruption or failure of utilities shall result in the termination of this Lease or the abatement of rent. In the event Tenant's consumption of any utility or other service included in Operating Expenses is excessive when compared with other occupants of the Property, Landlord may invoice Tenant separately for, and Tenant shall pay on demand, the cost of Tenant's excessive consumption, as reasonably determined by Landlord.

11. **PAYMENTS PRIOR TO OCCUPANCY:**

| | | |
|-------------------------------------|----------|---------------|
| First Month's Rent | \$ _____ | Due On _____ |
| Administrative Fee (non-refundable) | \$ _____ | Paid On _____ |

12. **OCCUPANTS:** The space leased herein shall be occupied by ONLY the "Tenant" as defined by the lease agreement.

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 **\$200** to the Landlord for said transaction.

- Landlord may require a minimum three (3) week period of non-occupancy of space between tenants when a re-let is approved. This period shall be used for processing.

14. **ROOMMATE AND UNIT ASSIGNMENT:** In the event that one or more individuals within a group of prospective or current roommates chooses not to move forward with occupancy, vacates prior to lease commencement, or otherwise withdraws their commitment, the following terms shall apply:

- **Group Roommate Assignments:** If a group of friends or applicants has requested to live together and one or more individuals does not proceed with leasing, Management reserves the right to:
 - Fill the vacant bedroom(s) or space(s) with other qualified applicants at Management's discretion, **or**
 - Relocate the remaining approved individuals to another available unit that more appropriately accommodates the remaining group size. Contracted Rates may be affected.
- **Random Roommate Assignment:** For residents placed through random roommate matching, if one or more assigned roommates withdraw, fail to move in, or vacate prior to the lease start date, Management may:
 - Assign replacement roommate(s) at its discretion, **or**
 - Relocate remaining resident(s) to another available unit without penalty to better align with occupancy needs.
- **Binding Lease Obligations:** East resident's lease remains **individually binding** and is **not contingent** upon any specific roommate or group occupying the same unit. The withdrawal or reassignment of one or more roommates shall not release or reduce the lease obligations or any remaining resident(s).

15. **NON-LEASE HOLDER AND GUEST OCCUPANCY POLICY:** Only individuals listed as lease holders are authorized to reside in the apartment. Any person who is **not a lease holder** – including but not limited to a child, parent, sibling, spouse, partner, friend, or guest – **is not permitted to permanently occupy** or reside in the apartment. Management, its authorized staff, or a designated Bradley University representative reserves the right to determine whether a non-lease holder is occupying the premises in violation of this policy. If it is determined that a non-lease holder is residing, staying beyond permitted guest limits, or otherwise occupying the apartment without authorization, **that individual may be required to vacate the premises immediately upon request** by Management or a Bradley University representative. Residents are responsible for ensuring that all guests and visitors comply with community policies and the terms of the lease agreement. Failure to comply with this provision may result in lease violations or further administrative action.

16. **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) Attorney's fees; 5) Tenant caused property damage; 6) Past due rent, oldest month to newest, and as set forth previously in this Rental/Lease Agreement.

17. **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 us to change locks, Tenant must submit a maintenance request. 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:

| | | | | | |
|------|--------------------|------|--------------------|------|-------------|
| \$25 | Front Door key | \$25 | Bedroom key | \$25 | Mailbox key |
| \$75 | Electronic key FOB | \$75 | Garage Door Opener | | |

18. **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. Lot Parking is limited and not guaranteed for all residents. All vehicles must be registered with the University Parking Department and follow university posted rules and regulations.

19. **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 or that of their guests. Tenant is also responsible for any damages caused inside unit, regardless of situation. Tenant is also aware the Agent's insurance will not cover their personal possessions, vehicle losses or negligence or that of their guests; this includes flood, fire, wind, rain, roof leaks, water seepage, and any other cause.

20. **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.
21. **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.
22. **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.
23. **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.
24. **PETS:** No pets of any kind (except fish in tanks not larger than 10 gallons in capacity) in or about the premises. Unauthorized or unapproved animals can carry a minimum fine of **\$250** for failure to remove animal from the property in the allotted time given. If a second violation occurs, eviction proceedings can begin.
- Emotional Support Animal (ESA) Accommodation:* Residents who have been granted approval for an Emotional Support Animal (ESA) shall remain subject to all applicable community and University animal policies, including, without limitation, those pertaining to the care, behavior, sanitation, and supervision of animals. The presence or absence of an ESA shall not determine a Resident's eligibility for tenancy, nor shall it affect the approval or denial of any lease application. All lease applications shall be reviewed and approved independently of any request for accommodation of an ESA. In the event that approval for an ESA is denied, revoked, or otherwise terminated for any reason, this Lease shall nevertheless remain in full force and effect. The validity, enforceability, and continuation of any ESA accommodation. The Resident shall remain fully bound by all terms and obligations of this Lease notwithstanding the denial, revocation, or loss of ESA approval.
25. **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.
26. **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.
27. **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.
28. **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.
29. **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.

30. **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.

31. **ENTIRE 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.

32. **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.

33. **RECORDING DEVICES**

Devices that record video, still photos and audio used by the tenant are not permitted in any public area (ie. Hallways, elevators, common area, etc.). EXAMPLE: Ring Cameras

34. **TENANT RESPONSIBILITY TO CARE AND MAINTAIN PREMISES:** Tenant shall be responsible for the following:

- **CLEANLINESS & MAINTENANCE:** Keeping the property clean and in good condition, inside and out. Refraining from damaging or defacing any part of the Premises. Reporting needed repairs to the landlord promptly to avoid further damage. Pay for repairs if damage is caused by the tenant, guests, or invitees. Pay for cleaning services that are deemed beyond normal use.
- **REPAIRS & SERVICE CALLS:** Pay for unnecessary repair calls or extra charges from missed repair appointments. Tenants must receive landlord approval before hiring outside vendors for services (ie – cleaning services).
- **WEATHER-RELATED DAMAGE:** Tenant is responsible for any damage caused by leaving windows or doors open during times of inclement weather.
- **INTERNET EQUIPMENT:** Responsible for the care of internet equipment located on the premises. Equally responsible for damaged or missing internet equipment caused by the tenant or their guests.
- **UNIT CONDITION REPORT:** Tenants are given an opportunity to submit a UNIT CONDITION REPORT (UCR) within 24 hours or as agreed with the landlord. Failure to submit on time may result in the landlord's interpretation of the unit's condition.
- **BED BUG PREVENTION & TREATMENT:** Tenant agrees to not move in any items into a unit that they tenant know, believes or should know that contains bed bugs. Tenants are responsible for reporting bed bugs immediately, cooperate with pest control treatment, including cleaning and laundering all fabric and all hard services requested by landlord and pest control services. Personal items that may need to be disposed or treated / laundered will be at their own expense.

35. **TENANT PROPERTY LEFT ON PREMISES / ABANDONMENT**

We shall have the right to determine when the Premises is abandoned. 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, (iii) surrendering of keys and/or controls, (iv) 60+ days of consecutive nonuse of key FOB or swipe door cards, or (v) 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, sell, store and/or dispose of any property or personal possessions left in the Premises by Resident or Resident's guests, licensees, or invitees, and to re-rent / re-occupy the Premises.

It is further understood, and agreed, that any said personal property, fixtures, furniture or equipment left in the premises, or on property, when Tenant vacates, or abandons, shall be deemed to have been abandoned by Tenant and by such abandonment Tenant automatically relinquishes any right of interest therein. Landlord shall in no event be responsible for the value, preservation, return or safe keeping thereof. Said items may either be retained by Landlord as its property or sold or otherwise disposed of in such manner as Landlord may see fit. If any item of Abandoned Property shall be sold, Tenant hereby agrees that Landlord may receive and retain the proceeds of such sale and apply the same, at its option, to the expenses of the sale, the cost of moving and storage, any damages to which Landlord may be entitled, and to any arrears of Rent.

36. **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.

37. **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.

38. **COMMUNAL AND COMMON AREA**

Tenants who reside in buildings that include Communal, Common Area, Fitness Center, and the like, understand that at any time, without notice, the Landlord reserves the right to alter the availability, close, or restrict access to part or all of the communal or common areas of the building. Change in access will not, in any way, alter the rental agreement or the dollar amounts owed per the Lease Agreement. All covenants, conditions, restrictions, bylaws, rules, regulations and decisions of the Landlord posted and/or delivered to the Tenant, are in compliance.

39. **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 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 **\$200**. In no event shall we be obligated to relocate you at your request.

40. **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.

41. **PACKAGES AND 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. Failure to respond to any notices, phone calls, or correspondence from us in regards to receipt or pick up may result in your letter or package being returned to sender or otherwise disposed of in such manner as the Landlord may see fit.

42. **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 + #) _____.

43. **ATTACHMENTS:** The Tenant acknowledges, by initialing the following attachments to this Rental/Lease Agreement, the attachments are incorporated herein: **New Resident Form, Community Polices**
Additional Form when applied: Garage Parking, Lease Addendum

44. **COUNTERPARTS AND DIGITAL SIGNATURES** This lease may be executed in one or more counterpart signature pages including electronic [.PDF] counterpart signature pages or using an electronic signature tool, such as DocuSign, each of which together shall constitute one and the same. Digital signatures are not a guarantee of acceptance without Landlord approval.

45. _____ **TENANT WAIVER OF LANDLORD MITIGATION DUTIES** The tenant hereby agrees to waive any rights they might have for the landlord to mitigate damages caused by eviction or tenant default.
- a. WAIVER
- Eviction or Lease Termination: If the landlord terminates the lease or the tenant's right to possession, the landlord is not required to mitigate damages. The landlord is under no obligation to take steps to minimize any financial loss that results from the eviction or termination of the lease.
 - Failure to Terminate Lease: Even if the landlord does not terminate the lease, they are not obligated to mitigate damages in any way. The Landlord may allow the property to remain vacant or abandoned without taking any further action to reduce potential losses.
- b. EXTENT OF MITIGATION
- Reasonable Efforts: If the landlord does attempt to mitigate, they will only need to make *reasonable efforts*, which are limited to the same efforts they would use to lease other spaces within the property or elsewhere that they own. There is no obligation for the landlord to go above and beyond to re-let the space.
 - Leasing Other Properties: The landlord is not considered to have failed to mitigate if they lease out other spaces owned by them or their affiliates in the same area before attempting to re-let the space in question. This means the landlord is not obligated to prioritize leasing the vacant premises over leasing other available spaces that might be more favorable or easier to lease.
- c. RIGHT TO REJECT REPLACEMENT TENANT
- Rental Rates & Terms: The landlord has the right to reject potential replacement tenants if their offers are below the landlord's published rates for comparable spaces, or if the terms of the proposed lease are less favorable than the current lease terms. This clause protects the landlord from being required to accept a tenant who offers less favorable rent or lease conditions, even if doing so might reduce the period of vacancy.
 - No Claim for Failure to Mitigate: The tenant cannot claim that the landlord failed to mitigate damages if the landlord rejects a replacement tenant due to below-market rental offers or less favorable terms. This clause ensures the landlord is not forced to accept terms that would be financially disadvantageous.
46. _____ **Cancellation/Breakage Fee** 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 under the rule of law regardless of health status, enrollment status, financial status, or Pandemic.

Printed Tenant Name _____ Agreement Date _____

Tenant Signature _____ Student ID# _____

Main Street Commons LLC Agent _____ Date _____
 Main Street Commons LLC