

TERMS AND CONDITIONS OF LEASE

Illini Manor reserves the right to amend, change, and make rules and regulations in the best interest of tenants and Illini Manor.

I. General Information

Illini Manor, located at 401 E. Chalmers, is a six story brick building within one block of campus. The carpeted, fire resistant building is equipped with an elevator, two sets of stairways, laundry room, vending room, sundeck, bike parking area, and rental office.

Each of the 130 efficiency apartments consists of a combination living room-bedroom, kitchen, and bathroom which is shared with one other apartment. (The bathroom is directly between the two apartments and is not accessible from any other apartment or hallway.)

Residence in Illini Manor is open to graduate students, to University staff members, and to qualified undergraduate students--those who meet University housing requirements. Illini Manor prefers residents who will a) maintain their apartment in a neat and clean fashion, b) occupy the apartment for the full lease term, and c) contribute to a mature and quiet study/living environment.

II. Facilities

- A. All apartment and room furnishings provided by Illini Manor are property of Illini Manor.
- B. Furniture and Furnishings: (rooms may not be furnished exactly as indicated due to refurbishing or experimental arrangements):
 - 1. Living room-bedroom: bed, desk, wardrobe/closet, study lighting, chair, built in book shelving and air conditioner.
 - 2. Kitchen: electric refrigerator and stove, sink, counter light, and cabinets.
 - 3. Bath: shower, wash basin, lavatory, electric space heater, and fire extinguisher.
 - 4. Tenants furnish their own pillows, pillow cases, sheets, blankets, towels, cleaning supplies, light bulbs, etc.
- C. Furnishings provided by Illini Manor must be kept in the apartment throughout the lease term. Illini Manor does not have facilities to store this furniture and Tenant is expressly prohibited from removing Illini Manor furnishings from the apartment or exchanging furniture with any other apartments.

III. Services

- A. Utilities: (1) Lease rates include all utilities: water, hot water, heat, electricity, sanitary hauling, sewer fees, and limited cable TV service. (2) Lease rates do not include telephone or ethernet subscriptions.
- B. Telephone: (1) Each apartment is equipped with one modular telephone jack. (2) Only desk-type telephones may be installed (wall mounts are not allowed). Touch tone phones work best with the building's security entry system.
- C. Laundry: Economical laundry machines, located on the building's ground floor, are reserved for Illini Manor tenants only. Machines use most major credit or debit cards.
- D. Sanitary Hauling: Garbage pick-up is provided by Illini Manor. Residents need only drop their trash in the dumpsters located outside the building at the east end (towards campus).
- E. Parking: (1) Cars -- Limited off street automobile parking is available and leased via separate contract; (2) Bicycles -- Bike parking is limited to our designated bike parking area and no bikes or motorcycles may be chained to the building's fences, railings, or trees or parked on the building's lawn or walkways. (3) Motorcycles / Mopeds -- limited off street parking may be available by separate contract with location and rental rates to be determined.
- F. Keys: (1) Separate keys operate the mailboxes and apartment door. (2) Key loss should be reported to the office. A \$15.00 charge is made for issuing replacement keys. (3) When a locked-out Tenant requires assistance entering his/her apartment, a \$5.00 charge is made and paid to the Resident Manager or to any other Illini Manor representative. (4) All keys, properly marked, are to be turned in to the office at the end of the lease period. The Tenant will be charged \$5.00 for each unreturned or unmarked key. (5) In the event that keys are lost, stolen, or not returned, and Tenant or Illini Manor deems it necessary to change the lock for security purposes, Tenant shall reimburse Illini Manor for all expenses associated with the change of the lock.
- G. Cleaning Service is not provided after the lease begins. Tenants agree to maintain a high standard of cleanliness.
 - 1. At the start of the lease period each Tenant is issued an Apartment Inventory and Condition Report on which to report the condition and cleanliness of the apartment and its furnishings. Both Tenant and management sign the form and each receive a copy. The Tenant is responsible for the prompt submittal of this form after taking occupancy. With the exception of normal wear and tear, any damages at the end of the lease period which were not previously recorded on the inventory, shall be the responsibility of the Tenant.
 - 2. The apartment is to be returned at the lease period end in as clean a condition as it was when the Tenant received the apartment at the lease period beginning.
 - 3. Cleaning and damage charges are assessed at the end of the lease period as per provisions of Section V.
- H. Vacuum Cleaners are available to Illini Manor residents and are kept in the laundry room. Tenants may not remove them from the building or loan them to non-Illini Manor residents.
- I. Maintenance: (1) A Tenant may report an emergency, such as no heat or power, flooding, etc., to the Resident Manager, and if he/she is not available, tenant may phone the owners (this number is posted on the office door). (2) General maintenance problems may be reported to the office during the regular posted hours or, at any other time, tenant may leave a note via email or on the office answering machine. (3) Illini Manor will responsibly maintain: (a) its regularly scheduled, preventative pest control service; (b) its annual painting maintenance; (c) its adequate illumination of all building walkways and common areas; (d) its landscaping; and (e) all other facilities and services noted in the "Terms & Conditions" of this lease.
- J. Illini Manor reserves the right for authorized representatives to enter any room or living area at reasonable times to perform custodial or maintenance functions, to inspect facilities for damages or violations, to redecorate/refurbish, to show rooms to prospective tenants, or to perform any pest control services during time of occupancy.
- K. The Office Manager's Hours will be posted on the office door along with emergency telephone numbers which should be used.

IV. Duration of Lease and Release Provisions

This lease is binding upon the lessee for the lease period shown on this lease. After signing a lease and assuming individual liability for space in Illini Manor, the lessee will be required to fulfill the lease unless request for release in writing is received postmarked no later than 90 days before the start of the lease period. Written request for release should be addressed to: Office Manager, Illini Manor Office, 401 E. Chalmers #123, Champaign, IL 61820 (See Section V regarding Application and Refund of Security Deposit.)

If the Tenant should vacate or abandon the apartment in violation of this lease, Illini Manor shall make a reasonable effort to re-lease the premises, and recovery against the Tenant for rent and charges due is limited to damages actually incurred by Illini Manor.

Vacating Tenants designate their rooms or apartments available for occupancy by an incoming tenant when all personal effects are removed and the apartment keys are turned in to the office. Vacated Tenants holding the original unexpired lease may be rebated, on a pro-rated basis, for each day an incoming tenant lives in the vacated tenant's quarters, and Illini Manor may apply the rebate to charges due the landlord. Lessees living in an apartment before the lease starting date may do so at a pro-rated per day rate, provided Illini Manor deems the apartment available and readied for occupancy. Tenants occupying their room or apartment beyond their lease expiration date may do so only with Illini Manor's prior written permission, with daily rent negotiated.

If Tenant is absent from the leased premises for a period of ten days or more, with rent being unpaid, or if Tenant has removed a substantial portion of his/her personal property, which in either case gives lessor reason to believe Tenant has vacated or abandoned the premises with no apparent intent to return, the premises shall be deemed to be abandoned by Tenant. Upon the occurrence of such abandonment, the rent for the entire term shall become at once due and payable and Landlord shall also have the right and option to re-enter said premises for the purpose of re-leasing the premises with all rental proceeds being applied toward the Tenant's payments still due under this lease. Any and all property removed from the premises by the Landlord hereunder shall be handled, removed, and stored by Landlord at Tenant's risk, costs, and expense, provided, however, that Landlord shall use reasonable care to prevent damage or loss to such property. All such property not claimed by Tenant within fourteen (14) days shall be disposed of by Landlord and Landlord is hereby relieved of all liability for doing so.

V. Application and Refund of Security Deposit

The security deposit reserves a space in Illini Manor for the lease period. Where applicable, if the lessee does not enter the University and written notification of this fact is received by Illini Manor postmarked no later than 90 days before the start of the lease period, the security deposit will be refunded, less a \$75.00 lease cancellation fee. After the foregoing date and before the start of the lease period, no refund will be made.

The security deposit secures Tenant's full performance of this Lease and Terms & Conditions as well as Tenant's responsibility to properly care for Illini Manor's property. The security deposit may not be applied by Tenant towards any rent due Illini Manor.

Illini Manor will refund the security deposit to Tenant upon completion of term of occupancy provided the lease has been fulfilled. To allow time for repairs and billing (if any), the security deposit will be refunded within a 30 day period after the lease has expired. Any damage charges, unpaid rent, late payment penalty, cleaning expenses, or other financial obligations stemming from this lease will be deducted from the security deposit before it is returned to the Tenant. The Tenant will receive an itemized list of any and all deductions, and any questions arising therefrom may be addressed to Illini Manor.

Tenant agrees to occupy the apartment throughout the entire term of this lease, and Tenant shall be deemed to vacate the apartment on the last day of the lease term only, unless tenant makes a written request to Landlord to vacate the apartment earlier and such request is approved in writing by Landlord. Such approval shall relate solely to the timing of the refund of Tenant's security deposit and shall not otherwise limit Tenant's duties and liabilities or impair Landlord's rights hereunder, unless expressly stated so therein.

The security deposit from the original tenant of this lease will be held by Illini Manor until the end of the lease period. If Tenant assigns this lease as per Section VI, an additional security deposit of the same amount will be collected from each assignee as security for damages against the original deposit and Illini Manor.

The assignee's security deposit will be protected and returned in the same manner as the original deposit, as set forth above.

VI. Lease Assignment

Illini Manor has made provision for lease assignment. Subletting of this lease is strictly prohibited.

With Illini Manor's participation and approval, Tenant may assign this lease to a suitable assignee who occupies the leased space and agrees to fulfill the lease as assigned. All lease assignments must be conducted through the office prior to occupancy of the assignee. The assignee must meet reasonable requirements as established by Illini Manor whose decision as to the qualification of the assignee shall be controlling. A \$35.00 fee will be assessed to each tenant who assigns his/her lease.

The assignee shall agree to abide by all terms and conditions of this lease. The assignee shall be required to post a security deposit equal to that posted by the lessee and such security deposit shall be subject to any charges and deductions for damages arising from the beginning of the initial lease if such damages were not brought to Illini Manor's attention immediately upon occupancy by the assignee.

VII. Apartment Placement

While every effort will be made to comply with Tenant's preferences, full right is reserved by Illini Manor to make assignments of accommodations. Changes in room or apartment assignments may be made only with the approval of Illini Manor.

Illini Manor will at all times make certain that each pair of bath-sharing apartments are occupied by like sexes, unless written permission is received from both Tenants.

VIII. Responsibilities of Tenants

- A. Tenant agrees to abide by all regulations of Illini Manor during the Tenant's term of occupancy.
- B. Rent: The tenant shall pay all rents promptly when due and agrees to pay additional late payment penalties, which amounts shall be considered, and may be collected as, additional rent.
- C. Maintenance: The Tenant shall pay for any damage to the leased premises, and for any damage or loss of appliances, fixtures, and furnishings therein, caused by any intentional or negligent act of tenant or his/her guest.
 1. The Tenant shall pay for replacement, parts, labor, and all costs of repairs necessitated by the misuse or neglect of the tenant or his/her guest.
 2. The Tenant shall take reasonable and necessary precautions against condensation and rain damage to blinds, carpet, and furnishings.
 3. No Tenant shall use nails, hooks, screws, wallpaper, decals, cellophane tape, or any adhesive materials that will damage or mar walls, doors, casings, floor, or ceilings. Use of any such adhesives or attachments is at the risk of the Tenant.
- D. Cleaning: The Tenant shall be responsible for maintaining a high standard of cleanliness in his/her apartment and bathroom.
 1. The Tenant agrees to leave the apartment and bathroom clean when vacating. If the apartment's condition at the end of the lease period is not substantially the same as its condition at the beginning, the Tenant shall pay Illini Manor's cost of cleaning the apartment (assessed in accordance with Section III G) and the charges shall be deducted from the Tenant's security deposit. If deposit is insufficient to cover all such charges, Illini Manor will bill the Tenant for the balance due.
 2. Any property left in the building after the lease expiration date shall be deemed abandoned property and is at Illini Manor's discretion as to how it is to be disposed of.
- E. Environment: The Tenant is responsible for contributing to a healthy student living/study environment.
 1. The Tenant shall refrain from acts or practices that generate a disturbance, including noise, within, between, and around the apartments. Tenants shall be responsible for the actions of his/her guests.
 2. The Tenant shall act responsibly and considerately in the shared usage of common facilities within the apartment and also around the building's lawn and laundry facilities, including respectful recognition of reserved, rented parking spaces.
 3. The Tenant shall not allow pets of any type to reside in the apartment or building (including laboratory specimens).
 4. Illini Manor apartments are designed for only one person per apartment and occupancy of each apartment is limited one (1). Because each apartment shares the bathroom with an adjoining apartment and because tenants in this building should expect to share the bathroom with only one other person of the same sex, Illini Manor strictly enforces this policy.
- F. Safety and Security:
 1. The Tenant shall dispose of garbage only in the load-luggers at the East side of the building. Leaving apartment or kitchen garbage in the hallways, vending room, or laundry room trash containers is prohibited.
 2. The Tenant agrees that walkways shall not be obstructed or used for storage of any items, including motorized vehicles, bicycles, charcoal grills, etc..
 3. The Tenant agrees to keep the apartment front door locked at all times when the Tenant is not there.
- G. Assigned Liability: Tenants are held responsible for any damage or breakage occurring in the apartment as a result of misuse or neglect. Both tenants in a suite shall equally share responsibility for charges arising from damage or breakage in the bath. The Tenant is also responsible for violations or damages caused by his/her guests to the apartment, building, or its grounds.

If fire loss or theft is caused by the negligence of a Tenant, the Tenant is responsible for costs of repair to Illini Manor owned furnishings as well as any liability incurred by Illini Manor for the loss of personal property belonging to Illini Manor or to other tenants. Illini Manor advises and highly recommends tenants to carry personal property, fire and theft insurance, and liability protection insurance.
- H. Electricity: Reasonable consumption of electricity is included in the lease rate, however, Tenant agrees to use normal energy conservation measures and agrees to keep the windows closed in the winter when using the heater and to turn the air conditioner OFF when leaving the apartment during the cooling season. If Illini Manor determines that Tenant is being exceptionally wasteful of electricity, Illini Manor may, at its option, impose up to a \$100/month excessive electric usage fee.
- I. Rental Payments: Illini Manor prefers and encourages residents to make their rental payments with check or money order. Such payment methods automatically leave the Tenant with a receipt. Cash payments will be accepted during regular office hours only, so that a handwritten receipt can be given to the Tenant immediately upon receipt of the cash. A \$15 service charge will be assessed, and is immediately due, for each check returned to Illini Manor unpaid.