

Date of Lease:

Aspen Court WIU, LLC**Apartment Lease Agreement**

Address:	15XX W. Jackson Street Apartment #1 Macomb, Illinois 61455	Lease Start Date: 8/15/2019	Lease End Date: 8/5/2020
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PAYMENT SCHEDULE:

Security Deposit:	\$860.00	Due On or By:	date of signing	
Payment Schedule:	<u>Due Date:</u>	<u>Amount Due:</u>	<u>Due Date:</u>	<u>Amount Due:</u>
pre-paid	5/15/2019	\$860.00	11/15/2019	\$860.00
pre-paid	6/15/2019	\$860.00	12/15/2019	\$860.00
pre-paid	7/15/2019	\$860.00	1/15/2020	\$860.00
	8/15/2019	\$860.00	2/15/2020	\$860.00
	9/15/2019	\$860.00	3/15/2020	\$860.00
	10/15/2019	\$860.00	4/15/2020	\$860.00
			Total Lease Sum (Rent):	\$10,320.00

UTILITIES:	Tenant is responsible for keeping all utilities in Tenant's name for the full Lease term. Unless designated below. Tenant is responsible for paying the electric and water/sewer bills for the Lease term, and is always responsible for phone, and cable bills, if any.
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Utilities Paid for by Lessor: High speed Internet & Garbage removal

Lessor hereby agrees to lease to Tenant and Tenant hereby agrees to lease from Lessor the Apartment premises noted above for the above Term for use in accordance with all of the terms set forth below in this Lease Agreement document. Tenant agrees to make payment to Lessor in accordance with the above stated payment schedule, and understands that this Lease binds all signed parties jointly and severally to the contract. All parties listed below as Lessor and Tenant are referred to individually and collectively as Lessor or Landlord, and Tenant respectively.	
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TENANT:	LESSOR:
Tenant 1	Aspen Court WIU, LLC
Tenant 2	Agent: Luan Aten 1507 W Jackson St Office Macomb, Illinois 61455 Phone (309) 833-3600
Tenant 3	Office Hours: 9AM to 5PM Mon-Fri 11AM to 3PM Sat
Tenant 4	office only

Signed _____

Aspen Court Agent _____

Date _____

You must print legibly, complete all information in full, including your Social Security Number.

TENANT 1:

Full Name: _____

PARENT'S
HOME ADDRESS
_____ zip _____

Parent's Phone #: ()_____

Parent's Email: _____

CURRENT –
MAILING
ADDRESS

Cell Phone #: ()_____

Social Security #: _____

Drivers License #: _____

Date of Birth: _____

Email Address: _____

TENANT 2:

Full Name: _____

PARENT'S
HOME ADDRESS
_____ zip _____

Parent's Phone #: ()_____

Parent's Email: _____

CURRENT –
MAILING
ADDRESS

Cell Phone #: ()_____

Social Security #: _____

Drivers License #: _____

Date of Birth: _____

Email Address: _____

TENANT 3:

Full Name: _____

PARENT'S
HOME ADDRESS
_____ zip _____

Parent's Phone #: ()_____

Parent's Email: _____

CURRENT –
MAILING
ADDRESS

Cell Phone #: ()_____

Social Security #: _____

Drivers License #: _____

Date of Birth: _____

Email Address: _____

TENANT 4:

Full Name: _____

PARENT'S
HOME ADDRESS
_____ zip _____

Parent's Phone #: ()_____

Parent's Email: _____

CURRENT –
MAILING
ADDRESS

Cell Phone #: ()_____

Social Security #: _____

Drivers License #: _____

Date of Birth: _____

Email Address: _____

Signed _____

Aspen Court Agent _____ Date _____

- LEASE TERM:** The lease starts on the Starting Date at your designated check-in time and ends on the Ending Date at your designated check-out time (the "Lease Term"). You are liable under the terms of this Lease for the full Lease Term. You shall not be released from your liability under this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of any of the residents in the Apartment, bad health, or for any other reason, except for involuntary military service. You may not occupy your Apartment until the Lease and any required guaranty or other documents have been completely executed and delivered to us.
- RENT:** Rent is comprised of Base Rent as shown on page one (1) of this document, and other incidental charges. Rent is due on the 15th of each month as shown on the payment schedule on page one (1) of this lease. After the 15th of each month, rent will be considered late and Tenant will be in default. Under no circumstances may rent be withheld by Tenant. Rent payments will be applied to rent charges in sequence until the total lease sum is paid in full. In the case of late payments, monthly rent will be considered late until paid in full. The time of each and every payment of rent is of the essence of this Lease. If rent is not received by our office by the close of business on the date due, or the next business day in the event of a weekend or holiday, on the following day there will be a \$75.00 late fee. Tenants receiving financial aid must still pay the prepaid months of May, June, and July when they are due and are subject to late fees.

Tenant acknowledges that any rent received by landlord will first be applied to any outstanding charges such as additional rent including, but not limited to, late charges, utility charges, cleaning services fees, returned check fees, and delinquent rent incurred by or on behalf of Tenant prior to applying the same to the current month rent. If the payment tendered by Tenant fails to cover the total charges outstanding, then Tenant shall immediately pay the difference, plus any late charge incurred by virtue of Tenant's failure to timely pay all sums due from Tenant to Landlord.

- SECURITY DEPOSIT:** Tenant has deposited with Lessor the Security Deposit in the amount set forth in the Lease Contract for the performance of each and every covenant and agreement to be performed by Tenant under this Lease. Lessor shall have the right, but not the obligation, to apply the Security Deposit in whole or in part as payment of such amounts as are reasonably necessary to remedy Tenant's defaults in the payment of rent or in the performance the covenants or agreements contained herein. Upon move-out, Lessor will deduct from the Security Deposit the amount stated below in paragraph Six (6) of the Rules and Regulations section for the cleaning of carpeted areas in the Apartment. Lessor's right to possession is not affected by the fact that Lessor holds security. Tenant's liability is not limited to the amount of the Security Deposit.

In the event of a sale, lease, or other transfer of the Building, Lessor may transfer or assign said Security Deposit to Lessor's grantee, lessee or assignee. Provided said grantee, lessee or assignee by written undertaking addressed to Lessor assumes all Lessor's obligations hereunder, Tenant agrees to look to such grantee, lessee or assignee solely for the return of said Security Deposit. The provisions hereof shall apply to each and every sale, lease or other transfer of the Building.

In the event the Apartment has more than one occupant, Tenants agree at this time the Security Deposit refund check will be mailed to Tenant # 1 as shown on page Two (2) of this document, at the address listed by Tenant #1 under their name on page Two (2) of this document.

- LEASE RENEWAL:** Lessor may offer Tenant an opportunity to continue occupancy of the Apartment by entering into a new lease agreement. Tenant agrees to the following terms regarding lease renewal:
 - The security deposit guaranteeing this Lease shall be held by Lessor as security for any lease signed as a renewal.
 - If the Apartment is renewed by some but not all of the original signing tenants, then any individual not renewing agrees to make their own arrangements for a private settlement with the renewing tenants for any portion of the deposit they are due. Under no circumstances will Lessor apportion the security deposit.
 - If this is a renewal lease, all persons listed on this Lease as Tenant hereby accept the Apartment in satisfactory condition as renewed, and agree to settle any amount rolled over as security privately with the tenants on the previous lease. Lessor will not serve as arbiter for the disposition of the security deposit.
- PROMISES OF THE PARTIES:** The terms and conditions contained herein shall be conclusively deemed the agreement between Tenant and Lessor and no modification, waiver or amendment of this Lease or any of its terms, conditions or covenants shall be binding upon the parties unless made in writing and signed by the party sought to be bound.
- TENANT INFORMATION:** At the signing of this Lease, Tenant agrees to give Lessor personal information, including permanent address and phone number (at time of signing), all information from a valid State ID, social security number, and the address and phone number of Tenant's nearest parent or relative. If any of this information changes during the term of this Lease, Tenant must notify Lessor of any changes in writing. Falsification of identity or other requested information is grounds for termination of this contract. Tenant gives permission to Lessor to use any information necessary for the collection of outstanding bills or judgments.
- POSSESSION:** At the commencement of this Lease, provided the security deposit and rental payments have been paid in full, Lessor shall deliver possession of the Apartment to Tenant. Possession shall be deemed to have been delivered to Tenant on the day that Lessor either (A) actually delivers to Tenant keys to the Apartment or (B) makes available to Tenant at the office of the Building or at such other place as designated by Lessor keys to the Apartment. Should Tenant fail to take possession of Apartment, Lessor may terminate this Lease and keep as damages all payments made toward Apartment. It is understood that decorating, if any, to be performed by Lessor shall not be a condition precedent to possession or rent.
- RESIDENT TO INSURE POSSESSIONS / LIMITATIONS OF LANDLORD LIABILITY:** Lessor is not an insurer of Tenant's person or possessions. Tenant agrees that all of Tenant's person and property in the Apartment or elsewhere in the Building or Complex shall be at the risk of Tenant only and that Tenant will carry such insurance as Tenant deems necessary. Tenant further agrees that Lessor, its agents and employees shall not be liable for any damage to the person or property of Tenant or any other person occupying or visiting the Apartment or Building, or Complex, sustained due to the Apartment or Building or any part thereof or any appurtenances thereof becoming out of repair (as example and not by way of limitation), due to damage caused by water, snow, ice, frost, steam, fire, sewerage, sewer gas or odors; heating, cooling, and ventilating equipment, bursting leaking pipes, faucets, and plumbing fixtures; mechanical breakdown or failure; electrical failure; the misuse or non operation of observation cameras or devices (if any), master or central television equipment and antennas (if any), cable television equipment (if any), or mailboxes, or due to the happening of any accident in or about the Building; or due to any act or neglect of any other tenant or occupant of the Building or any other person. Further, Lessor shall not be liable to Tenant for any damage to the person or property of Tenant sustained due to, arising out of, or caused by, the acts or omissions of any third party whether or not such third party is a tenant of the Building.
- TENANT'S WAIVER:** Tenant's covenant to pay rent is and shall be independent of each and every other covenant of this Lease. Tenant agrees the Tenant's damages for Lessor's breach shall in no way be deducted from rent nor set off for purposes of determining whether any rent is due in the forcible detainer action brought on the basis of unpaid rent.
- RULES AND REGULATIONS:** Tenant covenants and agrees to keep and observe all rules and regulations stipulated in this Lease. Tenant also covenants and agrees to keep and observe such further rules and regulations as may later be promulgated by Lessor or Lessor's agent for the necessary, proper and orderly care of the Apartment, Building, or Property. Any charges described in Rules and Regulations are due within 30 days of billing, or Lessor may withhold amounts due for deduction from the Security Deposit.
- TENANT'S USE OF APARTMENT:** The Apartment shall be occupied solely for residential purposes by Tenant and any children which may be born to or legally adopted by Tenant. Unless otherwise agreed in writing, guests of Tenant may occupy the Apartment in reasonable numbers for no more than 10 days during each year

Signed _____

Aspen Court Agent

Date

of the Term hereof. Neither Tenant nor any of these persons shall perform nor permit any practice that may damage the reputation of or otherwise be injurious to the Building or neighborhood, or be disturbing to other tenants, be illegal, or increase the rate of insurance of the Building.

12. TENANT'S UPKEEP: Tenant covenants to perform the following obligations during the Term hereof: (A) maintain the Apartment and appurtenances in a clean, sanitary and safe condition; (B) dispose of all rubbish, garbage and other waste in a clean, sanitary and timely manner from the Apartment into the refuse receptacles provided; (C) properly use and operate all appliances, electrical, gas and plumbing fixtures; (D) not place in the Apartment or Building any furniture, plants, animals, or any other things which harbor insects, rodents, or other pests; (E) keep out of the apartment or Building materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Lessor's fire insurance carrier; (F) not destroy, deface, damage, impair, nor remove any part of the Building. Tenant shall not suffer or commit any waste in or about the Apartment or Building, and shall, at Tenant's expense, keep the Apartment in good order and repair (except to the extent Lessor has in this Lease agreed to do so). On termination of this Lease, Tenant shall return the Apartment to Lessor in like condition. Tenants shall be responsible for any damage to their apartment or building stemming from any incident related to their particular apartment, regardless of cause or fault.

13. ALTERATIONS, ADDITIONS, FIXTURES, APPLIANCES, PERSONAL PROPERTY: Tenant shall make no alterations or additions nor install, attach, connect, or maintain in the Apartment or any part of the Building, interior or exterior, major appliances or devices of any kind without in each and every case the written consent of Lessor and then, if granted, only upon the terms and conditions specified in such written consent. All alterations, additions and fixtures (including security devices) whether temporary or permanent in character, made by Lessor or Tenant, in or upon the Apartment shall, unless otherwise agreed or unless Lessor requests their removal, become Lessor's property and shall remain in the Apartment at the termination of the Lease without compensation to the Tenant. The foregoing notwithstanding, neither Lessor nor Lessor's insurance carrier shall be liable to Tenant for the replacement of such alteration, addition, or fixtures in the event of casualty loss. If Lessor shall permit or demand removal, Tenant shall put that part of the Apartment into like condition as existed prior to the installation of such alteration, addition, or fixture.

14. ACCESS: Lessor reserves the right in accordance herewith to enter the Apartment in order to inspect same, serve papers and notices, allow law enforcement officials in for service of papers or investigation, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the Apartment to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors, or as is otherwise necessary in the operation and/or protection of the Building, its component or persons therein. Lessor may retain and use copies of any keys necessary for access or the Apartment. Denial of access or changing locks without Lessor's written permission is prohibited.

15. NOTICES: Except as herein provided, any demand to be made or notice to be served, including those provided by statute, shall be construed to mean notice when served upon the other party (A) in person, or (B) by first class mail, postage prepaid, or (C) by certified or registered mail, at the address herein set forth or at such other address as either party may designate by written notice to the other, or (D) when such notice is delivered to Apartment and left in a conspicuous location by Lessor. Notice by mail shall be deemed given, served and effective at the time deposited into the United States Mail, regardless of when received. Notice served in person on Tenant may be served if left with some person residing in or in possession of the Apartment above the age of 13 years.

16. LESSOR TO MAINTAIN:

- a. Tenant hereby declares that Tenant has inspected the Apartment or a similar apartment, the Building and all related areas and grounds and that Tenant is satisfied with the physical condition thereof. Tenant agrees that no representations, warranties (expressed or implied) or covenants with respect to the condition, maintenance or improvements of the Apartment, Building, or other areas have been made to Tenant except those contained in this Lease.
- b. Lessor agrees that Lessor will perform work set forth below in this Lease within 90 days of Tenant's written and receipted request to Lessor.
- c. Lessor shall maintain the Apartment and the Building to the following minimum standards:
 1. Effective weather protection, including unbroken windows and doors;
 2. Plumbing facilities in working order;
 3. A water supply which produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewerage system;
 4. Heating facilities in working order which, if under the control of Tenant, are capable of producing, or, if under the control of Lessor, produce heat in fixtures provided (and no other) within reasonable accepted tolerances and during reasonable hours. (In the case of heat, minimum tolerances shall be those accepted by the municipal code);
 5. Gas and/or electrical appliances which are supplied by Lessor in good working order, and appropriate gas piping and electrical wiring system to the extent existing in the Building maintained in good working order and safe condition;
 6. Adequate and appropriate receptacle(s) for garbage and rubbish, and, if under the control of Lessor, in clean condition and repair;
 7. Floors, stairways, and railings and common areas in repair; and
 8. Apartment floors, walls and ceilings in repair.
- d. It is, however, understood and agreed that buildings are physical structures subject to aging, wear, tear, abuse, inherent defects, and numerous forces causing disrepair or breakdown beyond Lessor's reasonable control, and that components and skilled workmen are not always immediately available. It is further understood and agreed that, for the most part, Lessor's costs of operation are fixed and unavoidable and to permit rent abatement or damages to Tenant would create an intolerable burden on Lessor. It is, therefore, understood and agreed that Lessor's delay in performing agreements set forth in this Lease, interruptions in services provided by Lessor, breakdowns of equipment or disrepair caused by (1) conditions caused by Tenant, members of Tenant's household, guests or other persons on the premises with Tenant's consent or other tenants; (2) Tenant's unreasonable refusal of or other interference with entry of Lessor or Lessor's workmen or contractors into the Apartment or Building for purposes of correcting defective conditions; (3) lack of reasonable opportunity for Lessor to correct defective conditions; (4) conditions beyond Lessor's reasonable control, including strikes or lockouts; (5) Lessor's not having actual knowledge of such defective conditions upon the duties of Lessor to maintain the Apartment or Building; or (6) Lessor's having exercised due care but such defective condition(s) continue to persist, shall be an absolute defense in any action against Lessor for breach of covenant based upon the duties of Lessor to maintain the Apartment or Building. Lessor's failure or inability to make repairs or provide services in any of the just described circumstances shall in no event form the basis of any claim or setoff for damages against Lessor nor a basis for an abatement of rent nor a cause for termination of the Lease.
- e. Nothing herein contained shall, in the event of fire, explosion or other casualty, impose upon Lessor any obligation to make repairs which are more extensive or different from those required by the provisions of Lease concerning Fire Casualty.

17. SUBLetting AND RELETTING:

- a. Tenant may substitute a new tenant for the balance or portion of the Term hereof provided (1) all charges due per the Lease are paid in full; including, but not limited to, rent, late fees, and damages, (2) Tenant, prospective new tenant, and Lessor agree in writing on a sublease agreement approved by Lessor and available at Lessor's office, and (3) Tenant pays a fee of \$25.00 for the sublease.
- b. An individual person may be either added or dropped from the Lease at any time during the term hereof provided (1) all charges due per the Lease are paid in full; including, but not limited to, rent, late fees, and damages, (2) all interested parties sign an agreement made available by Lessor particularly describing the changes in the contract, and (3) Tenant pays a fee of \$50.00 for each person adding or dropping from the Lease.
- c. If Tenant defaults, or for any reason wishes to void this Lease, the original tenant of this Lease forfeits his or her Security Deposit ANYTIME a new lease is written and signed at the request of Tenant, thereby voiding this Lease.
- d. Lessor maintains absolute authority over the Lease, and reserves the right WITHOUT CAUSE to refuse any request to change the Lease by subletting, reletting, or adding/dropping persons.

Signed _____

Aspen Court Agent

Date

- 18. UTILITIES:** Unless otherwise agreed in writing, payment to the utility company, authorized metering agency, or Lessor, if acting as metering agency, for gas, electricity, and/or water and sewer use by Tenant, including, if applicable, current used for electrical heating, ventilation, air conditioning, hot water, etc., shall be Tenant's sole responsibility. Tenant is satisfied with the installed number and location of the phone and cable jacks. Absolutely no alterations may be made to the phone and cable lines. Landlord has the absolute right to terminate internet service should tenant's account be \$250 or more delinquent in rent. Tenant also agrees to pay a \$25 reconnection fee if service is interrupted at any time due to tenant's default. In the case where tenant has moved out or abandoned the apartment, or merely taken the utilities out of their name during the term of the lease, causing any of the related utilities to transfer into Landlords name, Tenant will be charged a minimum of \$100 and also be responsible for any outstanding balance.
- 19. TERMINATION AND RETURN OF POSSESSION:** Before the termination of this Lease, Lessor will assign Tenant a specific check-out time to meet at the Apartment on the last day of the Lease in order to assess damages and charges due. Tenant is expected to have all personal possessions removed from the apartment and to return possession of the Apartment to Lessor in a condition similar to Tenant's move-in, with all Building and Apartment door and mail keys. Failure to meet Lessor for check-out and/or failure to meet the above check-out conditions will result in a \$250.00 holdover charge, plus \$50.00 per day extra rent until possession is returned to Lessor. If, after 5 days of the Lease ending date, possession is still not returned to Lessor, Lessor may remove any and all of Tenant's personal property to the garbage or to Lessor's possession, and Lessor maintains absolutely no liability for damage, theft, or destruction of such property. Lessor may assess up to a \$250.00 charge for relocating Tenant's possessions. Nothing stated herein may void Lessor's right to declare an abandonment under this Lease, in which case Lessor may immediately take possession.
- 20. ABANDONMENT:** Ten days physical absence by Tenant with rent being unpaid, or removal of a substantial portion of Tenant's personal property with rent being paid or unpaid, and, in either case, reason to believe Tenant has vacated the Apartment with no intent again to reside therein, shall be conclusively deemed to be an abandonment of the Apartment by Tenant, and Lessor may take possession of Apartment in accordance with the provisions in this Lease. Further, if the apartment is determined to be abandoned, the tenant will be deemed to have abandoned any personal property remaining in the apartment at which time title to said personal property will pass to Landlord without payment to Tenant, and Landlord may dispose of the property at its sole discretion. In the event the apartment is determined to have been abandoned, Tenant releases Landlord from any and all liability arising out of the disposal of Tenants personal property.
- 21. FIRE AND CASUALTY:**
- If the Apartment is damaged or destroyed by fire or casualty, and the Apartment is only partially damaged and is habitable or is damaged and can be made habitable, and Lessor makes full repairs within 90 days, this Lease shall continue without abatement or apportionment of rent; or
 - If the Apartment is damaged or destroyed by fire or casualty and (1) the Apartment is rendered uninhabitable, (2) continued occupancy would be illegal, or (3) Lessor cannot or does not repair within 90 days, then Lessor may, at Lessor's option, (1) terminate this Lease or (2) relocate Tenant to another comparable apartment.
- 22. HOLD HARMLESS NOTICE AND ACKNOWLEDGEMENT:** You agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. Furthermore, we shall not be liable for any damage or injury to you, your guests or your personal property or to any person entering the Apartment or the Community, for injury to person or property arising from theft, vandalism or casualty occurring in the Apartment or the Community. You agree to indemnify and hold us harmless from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause, unless the injury is due to our negligent or intentional conduct. You have the responsibility to protect yourself and to maintain appropriate insurance to protect you and your belongings. It is a fact that no security system, including controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Further, repairs to such devices cannot always be completed immediately. Therefore, you should always proceed on the assumption no security systems exist. You acknowledge that you have read, understand and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Apartment and Community and/or any security system at the Community. We have not in any way stated or implied to you that the security of person or property is provided, promised, or guaranteed or that the Community was or will be free from crime.
- 23. LESSOR'S MORTGAGE:** This Lease is not to be recorded and is and shall, hereafter, be deemed to be subordinate to any present or future mortgages on the real estate (or any part of it) upon which the Building is situated and to all advances upon the security of such mortgages.
- 24. EMINENT DOMAIN (CONDEMNATION):** If the whole or any substantial part of the Building is taken or condemned by a competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Building, the term of this Lease shall, at the option of the Lessor or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Lessor shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.
- 25. REMEDIES CUMULATIVE, NON-WAIVER:**
- All rights and remedies given to Tenant or to Lessor shall be distinct, separate, and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically limited or waived in this Lease;
 - No waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of a similar or different breach or default;
 - The payment or acceptance of money after it falls due, or after knowledge of any breach of this lease by Lessor or Tenant, or after the termination in any way of the Term hereof or of Tenant's right of possession hereunder, or after the service of any notice, or after the commencement of any suit, or after final judgment for possession of the Apartment shall not reinstate, continue or extend the Term of this Lease nor affect any such notice, demand or suit or any right hereunder not expressly waived;
 - No express waiver shall affect any breach other than the breach specified in the express waiver and then only for the time and to the extent there instated.
- b. Tenant's obligation to pay rent during the Term or any extension thereof or any holdover tenancy shall not be waived, released or terminated by the service of any five-day notice, demand for possession, notice of termination of tenancy, institution of any action or forcible detainer, ejectment or for any judgment for possession, or any other act or acts resulting in termination of Tenant's right of possession.
- 26. LESSOR'S REMEDIES:**
- If Tenant (1) defaults in the payment of any single installment of rent or in the payment of any other sum required to be paid under this Lease or under the terms of any other agreement between Tenant and Lessor; or (2) defaults in the performance of any other covenant or agreement hereof; Lessor may treat such events as a breach of this Lease and Lessor may terminate this Lease and the Term hereof, in which event Lessor may forthwith repossess the Apartment, and Tenant agrees to pay Lessor damages in an amount equal to the amount of rent provided in this Lease to be paid by Tenant for the balance of the Term hereof as set forth in this Lease. Lessor may withhold as damages all rent payments and deposit payments made by Tenant in the event of a termination of this Lease.

Signed _____

Aspen Court Agent

Date _____

- b. The prevailing party in any enforcement action of the covenants and agreement of the lease will be entitled to an award of reasonable attorney's fees, costs, and expenses in addition to its damages.

27. CONSENT TO JURISDICTION AND VENUE:

This lease has been executed in McDonough County, in the State of Illinois. Tenant agrees and consents that in any cause of action, claim, litigation, etc., that arises out of or is in any way related to this lease, the Venue shall be that of the County in which the dwelling unit is located, McDonough County, Illinois. Tenant waives any and all right to bring an action in any other Venue. Any cause of action, claim, litigation, etc., will be subject to the laws of the State of Illinois.

28. OTHER AGREEMENTS:

- a. The headings or captions of paragraphs are for identification purposes only and do not limit or construe the contents of the paragraphs.
- b. "Lessor" as used herein shall refer to the person, partnership, corporation or trust herein above set forth in that capacity. If such person be designated an agent, Lessor shall also refer to and include the principal. Obligations and duties performed by Lessor may be performed by Lessor, its agents, employees or independent contractors. Only Lessor or its designated agent may amend or modify this Lease or Lessor's obligations hereunder.
- c. All rights and remedies of Lessor under this Lease, or that may be provided by law, may be exercised by Lessor in Lessor's own name individually, or in Lessor's name by Lessor's agent, and all legal proceedings for the enforcement of any such rights or remedies, including distress for rent, forcible detainer, and any other legal or equitable proceedings, may be commenced and prosecuted to final judgment and execution by Lessor in Lessor's own name individually, or by agent of any Lessor who is a principal.
- d. Tenant agrees that Lessor may at any time and as often as desired assign or re-assign all of its rights as Lessor under this Lease.
- e. The words "Lessor" and "Tenant" as used herein shall be construed to mean plural where necessary and the necessary grammatical changes required to make provisions hereof apply to corporations or persons, women or men, shall in all cases be assumed as though in each case fully expressed.
- f. The obligations of two or more persons designated Tenant in this Lease shall be joint and several. If there be more than one party named as Tenant, other than children in a family, all must execute this Lease and any modification or amendment hereto.
- g. "Apartment" used herein shall refer to the dwelling unit leased to Tenant.
- h. Tenant's occupancy or use of any storeroom, storage area, laundry room, garage, or parking space in or about the Building shall be as licensee only and, unless specifically provided otherwise in this Lease, such license is granted without charge to Tenant and may be revoked by Lessor at any time. Tenant understands and agrees that due to construction, location and use of such storeroom, storage area, laundry room, garage, or parking spaces, Lessor cannot and shall not be liable for any loss or damage of or to any property placed therein. Tenant should not store or leave valuable items in such areas. The termination of this Lease for any reason shall also serve to terminate Tenant's right to use such storeroom, storage area, laundry room, garage, or parking spaces.
- i. "Building" as used herein shall include the entire physical structure located at and about the address herein above stated, including machinery, equipment and appurtenances which are a part thereof, grounds, recreational areas and facilities, garages and out-buildings, and other apartment buildings which form a complex owned and operated as a single entity.
- j. The invalidity or unenforceability of any provision hereof shall not affect or impact any other provision.
- k. "Lease" refers to the contract on which both Tenant and Lessor signed in agreement to the payments and lease term, as well as the agreements, covenants, rules, and regulations contained herein, which shall be an integral and binding part of the lease.

RULES AND REGULATIONS:

1. PAYMENTS: Aspen Court only accepts cash, check or money order. NO CARDS can be processed, ever.

A. **BOUNCED (NSF) CHECK FEE:** All checks paid to Lessor, at the time of payment, must have sufficient funds in the bank to cover the amount written. If any check is returned by the bank, for any reason, Tenant will be assessed a \$50.00 charge and is not allowed to make payment via personal check again.

B. **NO IDENTIFICATION FEE:** A \$10.00 fee will be assessed to any payment that does not have the Tenant's name and apartment address written on it.

C. **LATE FEE:** Rent is due on the 15th of each month. After the 15th, unless rent is paid in full, it is considered late. A \$75 late fee will be applied.

D. **INTERNET:** Fiber optic high speed Internet which Aspen provides will be shut off if the balance on your account exceeds \$250.00 or more in delinquent rent. Aspen provides a live Internet connection; Tenants are responsible for their own modem/router/CAT 5 cable to access the service. An Internet reconnection fee of \$25.00 will be added to the unit ledger upon reactivation of the Internet service by Aspen.

E. **PARKING:** If a balance on your account exceeds \$500.00 or more in delinquent rent, Lessor reserves the right to revoke all parking privileges.

2. UTILITY BILLS: Utilities (Electric/Gas/Water) must be on and in one of the Tenants names during the entire lease period. The lease period is specifically defined by the dates your lease began and the dates your lease ends on page one of the signed lease agreement.

A. **WATER:** Tenants must complete an application for water/sewer service at the Macomb City Water Department located at City Hall or online. Thereafter, water bills will be directly mailed to tenants from the City of Macomb.

B. **ELECTRIC/GAS:** Tenants must contact AMEREN of Illinois to get the electric and/or gas service placed in one of the Tenants names. Thereafter, electric/gas bills will be directly mailed to the tenants from Ameren.

C. **UTILITY FEE:** A \$100.00 utility fee will be added to the amount due of each and every utility bill that Aspen processes during Tenants lease term, and the fee will be added to the unit's ledger.

3. PARKING PERMIT: A fee of \$50.00 will be assessed for parking permit stickers. Lessor does not guarantee Tenant an available parking spot. Lessor reserves the right to distribute Parking Regulations to Tenant when Tenant applies for and receives Lessor's parking permit. Such regulations shall be included as a binding part of this Lease and may be updated or changed as necessary by the Lessor.

A. **RENT DUE:** In the case where an apartment owes more than \$500.00, Lessor reserves the right to revoke all parking privileges.

B. **PERMITS:** One parking permit per Tenant can be purchased if the car is registered in your name or your parent's.

C. **PARKING ON GRASS OR SIDEWALKS:** Parking is allowed only on blacktopped surface within striped parking spots. There is a minimum \$150.00 fine for parking on the grass or sidewalks.

4. TEMPERATURE LEVEL OF APARTMENT: The heat must be maintained at all times above 55 degrees Fahrenheit to ensure that the pipes in the Apartment or building do not freeze. The air conditioning must be on and set at a maximum of 75 degrees Fahrenheit to ensure no mold/mildew grows in the unit. This includes during Tenant's vacation or absence from apartment. Lessor maintains the authority to adjust heat/AC as necessary to conform with this policy.

A. **UTILITY FINE:** A \$100.00 utility fine will be added to the unit's ledger if Lessor finds the heat/AC off and must turn it on in order to follow this regulation.

5. PET FINE: Pets, other than fish, are strictly prohibited. If Tenant is caught with a pet in the Building or Apartment, even if the pet is there temporarily, does not live their full time, does not belong to Tenant, is just visiting, etc. there will be a \$750.00 fine assessed payable within 10 days. The pet must be removed permanently the same day the fine is assessed, if not another \$750.00 fine will be assessed. If a 2nd pet violation is assessed, eviction proceedings may begin.

A. **AQUARIUMS:** May not exceed 50 gallons per room.

Signed _____

Aspen Court Agent

Date _____

6. CARPET STEAM CLEANING: Carpet steam cleaning will automatically be charged at the end of the Lease against the Security Deposit held for the Unit based upon the below listed contractor rate. The rates based upon the unit size that will be charged are:

- A. 1 Bedroom Apartment: \$100.00
- B. 2 Bedroom Apartment: \$125.00
- C. 3 Bedroom Apartment: \$150.00
- D. 4 Bedroom Apartment: \$200.00

7. "PARTY" FINES: Parties are strictly prohibited on all properties. On all properties, no more than ten people are allowed in the Apartment, balconies included, at any one time.

A. PARTY FINE: Any more than 10 people and/or exceptionally loud music and/or consumption of alcohol or illegal substances may, at Lessor's discretion, constitute a party. Parties will be assessed a \$200.00 fine payable within 10 days, for each occurrence.

B. ALCOHOL FINES: Beer kegs, party balls, bulk containers, or mass quantities of alcohol are not allowed in, on, or around the Building or Apartment. Violations will result in a \$250.00 fine per keg or per infraction, payable to the Lessor within 10 days of incident. Any sale of alcohol or containers which could hold alcohol is strictly prohibited. An additional \$250.00 property defamation charge may be assessed to any Apartment in which this occurs.

C. SMOKING FINES: Smoking is strictly prohibited in the common area hallways of the buildings, in the mulch around the buildings, or on the stoops outside of the buildings. Excessive smoking oftentimes causes unwanted smells in the common area hallways or in others units. The first smoking complaint issued will result in a \$75.00 fine and each fine thereafter will be assessed at \$150.00 each time, payable in full within 10 business days. Excessive smoke and/or complaints from neighbors exceeding 4 smoke fines can result in eviction.

D. NOISE LEVELS: At all times and at all properties, only reasonable noise levels are acceptable. "Reasonable" will be determined by Lessor and/or Tenant's neighbors, with Lessor having sole discretion to administer a minimum fine of \$50.00 for the first occurrence and \$100.00 for each occurrence thereafter.

8. MAINTENANCE: Lessor may decide to repair damages caused by Tenant during Lease term and Tenant must pay for such damages within 10 days of billing, or, at Lessor's option, may be withheld for deduction from Security Deposit. Lessor may make any repairs to Apartment or Building between 7AM and 7PM and at any time in case of an emergency. Lessor will in no way be liable, financially or other, to Tenant or guest of Tenant, for inconvenience, noise, dust, etc., associated with Lessor's work. There will not be any rent discount for any inconvenience caused by maintenance.

A. MAINTENANCE CHARGES: Tenant agrees to pay a minimum charge of \$5.00 for all maintenance that is not normally Lessor's responsibility.

1. CLOGGED TOILET: If tenant requests assistance unclogging a toilet, Aspen will charge the unit ledger \$25.00 per request payable in full within 10 days of billing.

9. APARTMENT USAGE: No tenant, occupant, or user shall place or leave any personal items anywhere outside the apartment, in the halls, on the landscape, on staircases, landings, porches or foyers. Lessor reserves the right, without warning, to remove and dispose of such items from described areas and charge Tenant for doing so. Passages, public halls, stairways, or landings shall not be obstructed or used for play or for any other purpose than for ingress to and egress from the Building or Apartments, or shall any person be permitted to congregate or play in or around the common interior areas of the Building. All personal possessions must be kept inside the Apartment.

A. BICYCLES: Bicycles may not be stored on balconies or patios and must be locked at provided bicycle racks if not kept inside the Tenants apartment.

Bicycles may not be locked to trees, railings, mailboxes, etc. and Lessor may immediately cut off locks and dispose of any bicycle that is. Violations are subject to a minimum \$25.00 fine.

B. BASEMENTS/GARDEN LEVEL UNITS: Under no circumstances will Lessor assume responsibility for damages sustained to Tenant's person or property as a result of flooding in basement areas. It is understood by Tenant that basements or below-ground/garden level units may be subject to periodic flooding or failure of mechanical devices such as sump pumps.

C. RENTERS INSURANCE: It is recommended that Tenant's secure a renter's insurance policy. Lessor's insurance covers the buildings and Lessor's property only and does not provide coverage for any Tenant's personal property.

D. WATER FILLED FURNITURE: There are no waterbeds or liquid filled furniture allowed in the Apartment.

E. WINDOW COVERINGS: Lessor provides mini blinds on all bedroom windows and vertical blinds on all family room sliding doors and/or windows. At no time will blankets, newspapers, sheets, aluminum foil, or the like be allowed as window coverings.

F. SIGNS/DISPLAYS: No sign, signal, illumination, advertisement, notice or any other lettering, or equipment shall be exhibited, inscribed, painted, affixed or exposed on or at any window or on any part of the outside or inside of Apartment or Building. Violations will result in a minimum fine of \$50.00 per each violation.

G. GRILLS/COOKING OUTSIDE: There shall be no cooking or baking done in or about the Apartment except in the kitchen. Cooking on a barbecue or other similar equipment on a porch, terrace or balcony is permitted. Grilling or barbequing may only be done on or with the grills installed within the designated recreation areas equipped with a hot coal disposal.

H. SATELLITE DISHES/ANTENNAS/CABLE TELEVISION: Lessor cannot and shall not be liable to Tenant for any damage suffered by or to the person or property of Tenant due to improper or inadequate cable television installation reception. No television or radio antennas, satellite dishes or wiring shall be attached to or extend from or beyond the outside walls of the building. A \$500.00 fine will be assessed to any Tenant who violates this rule, plus the actual costs of restoring the Building to its original condition.

10. LITTERING: Garbage receptacles must be used in an appropriate manner in which Tenant only places in them garbage and refuse wrapped in small, tight parcels. Any items that Lessors waste hauler refuses to remove from the property, excessive garbage, or items which require special treatment or pick-up, will be charged to Tenant if ascertainable. In either case mentioned below, if a particular tenant is not ascertainable, Lessor may apply a minimum of a \$50.00 special pick-up charge or fine to each apartment in the building(s).

A. TRASH: Trash shall not be placed in hallways, on decks, balconies, or other common areas. If trash is found in any of these areas tenant will be fined \$50.00 for the first occurrence, and \$75.00 for each occurrence thereafter.

B. COALS: Barbeque coals, either cold or hot, cannot be thrown in the mulch or anywhere else on the property. Lessor provides a designated recreation area equipped with a hot coal disposal. Coals found on Lessors property will be fined as stated in the heading of section 10., "LITTERING".

C. BUTTS: Cigarette butts, smoking papers, wrappers or smoking refuse is not allowed to be littered on any of Lessors properties. Butts found on Lessors property will be fined as stated in the heading of section 10., "LITTERING".

11. KEY REPLACEMENT/AFTER HOURS ACCESS: If a Tenant loses their keys and requires after business hours assistance to regain access to their unit, a \$75.00 after-hours lock out fee will be assessed, payable in cash at the time of access.

A. REPLACEMENT KEYS: Replacement keys can be provided to Tenants and Tenants on the lease only at the following listed rate, payable prior to receiving replacement keys: \$10.00 mail key, \$20.00 building key, \$30.00 apartment key, \$50 townhome or electronic key replacement.

B. LOCK CHANGES: Tenants who request that the apartment door lock be changed will be charged \$125.00 for the lock change and the above listed replacement key pricing.

C. MISC: All keys not fully returned to Lessor on or before the designated check out date and time, will be charged \$125.00 for the lock change and the above listed replacement key prices against the security deposit.

Signed _____

Aspen Court Agent

Date _____

SUMMATION OF CHARGES:

Below please find all stated charges and or fees, both fixed and discretionary, excluding normal monthly rent, actual damages, and cleaning charges, that may be assessed to the Tenant, either during the rental period, or upon termination of the lease agreement.

Subletting fee	\$50.00
Add/Drop fee	\$75.00 and forfeiture of security deposit
Holdover Charge	\$250.00 plus \$50.00 per day until possession is returned to Lessor
Late Fee	\$75.00
Bounced Check Fee	\$50.00
Parking Permit Fee	\$50.00
Pet Fine	\$750.00
Alcohol Fine	\$250.00
Party Fine	\$200.00
Smoking Fine	\$75.00 first occurrence, \$150.00 each occurrence thereafter
Maintenance Charges	Min. of \$5.00 if caused by tenant, clogged toilet \$25.00
Noise Level Fine	\$50.00 for first occurrence, \$100.00 each occurrence thereafter
Garbage	\$50.00 for first occurrence, \$75.00 each occurrence thereafter Garbage Fine is split up among all building tenants' if unidentifiable.
Antennas/Satellite Dishes	\$500.00 fine, plus restoration costs
Internet Reconnect	\$25.00 reconnection fee if interruption is caused by tenant
Utility Bills	\$100 fee, plus tenant owes the balance on bill
Replacement Keys	\$10.00 mail key, \$20.00 building, \$30.00 apartment, \$50.00 townhome
After Hours Lock-Out	\$75.00
Lock Change	\$125.00

Signed _____

Aspen Court Agent _____ Date _____