

WAMPLER PROPERTY MANAGEMENT, LLC 905 S. NEIL STREET, STE. C CHAMPAIGN, IL 61820 (217) 352-1335
WAMPLERAPARTMENTS.COM

Lessor: Wampler Property Management LLC

Date: 0/00/00

Lessee: SAMPLE LEASE ONLY

LEASE RETURN DATE

Parking: Space #: N/A

Lessee2 _____

Pet Fee: N/A

Lessee3 _____

Premises Leased: 505 S. Busey Ave. Urbana, IL 61801 Unit: #000 Apt. Description: 2BR

Security Deposit :	Rent	+	Heat	+	Water	+	Sewer	+	Elec/Gas	+	Parking	+	Recycling	=	Total Payment	
<u>\$0.00</u>	:	<u>\$0.00</u>	+	<u>Tenant</u>	+	<u>\$0.00</u>	+	<u>\$0.00</u>	+	<u>Tenant</u>	+	<u>\$0.00</u>	+	<u>\$0.00</u>	=	<u>\$0.00</u>

Total Base Payments over Lease Period: 12.00 months \$0.00. **Payments Due: \$0.00 due on lease inception date, \$0.00 due the 1st of each month thereafter and a final payment of: N/A due on: N/A.** Total Monthly Base Payment: \$0.00. **Payments to be made to: 505 S. Busey Ave. Urbana, IL 61801** Date Lease Begins: 8/19/2011 at Noon
 Date Lease Ends: 8/03/2012 at Noon.

LESSOR AND LESSEE AGREE TO THE FOLLOWING:

- PREMISES LEASED:** Lessor does hereby lease to Lessee the above described premises together with the Lessor's basic furniture, furnishings and equipment situated therein as is shown in paragraph 10 below to be used by Lessee as a private residence for no more than the lesser of the number of individuals who have executed this lease as Lessees and the maximum number of residents allowed to occupy the premises under applicable law. Only one car per parking space will be allowed.
- LATE RENT:** Rent is due in good funds as stated above. Lessee will pay rent and other charges to the address listed above on the dates listed above. Rent checks for all roommates are to be mailed in one envelope. There will be a \$20 penalty for rent not received or postmarked by the U.S. Postal Service within five (5) days of the due date, not to exceed five percent (5%) of the monthly rent for each such month or fraction thereof that rent or any part thereof remains unpaid.
- HOLDOVER:** Tenant shall pay to Landlord, as liquidated damages, for each day that Tenant retains possession of the premises or any part thereof after termination of the terms of this lease by lapse of time or otherwise, an amount equal to \$100.00 per day, or part thereof. Landlord's acceptance of any rent after holding over begins shall not constitute a renewal of this lease. This provision does not waive Landlord's right of re-entry or any other right hereunder.
- CONDITION OF PREMISES:** If Lessee takes possession of the leased premises prior to the stated commencement date, Lessor shall have no obligation to clean the premises and contents and Lessee agrees to deliver said premises, furniture, keys, furnishings and equipment in clean condition and good repair at the termination of this lease. A charge for changing the locks and administrative time shall be imposed on Lessee for keys turned in after the expiration date of this lease. (Note: Get your keys in on time; the actual cost of this charge could well exceed \$100.00). **AFTER HOURS LOCKOUTS:** If LESSEE locks him/herself out of his/her apartments after hours LESSEE will be responsible for calling Dave & Harry Locksmiths at 217 352-5034 and paying a fee directly to them for their service.
- FIRE OR OTHER CALAMITY:** Damage by fire or other calamity rendering said premises untenantable for more than 14 consecutive days shall terminate this lease, but there shall be no abatement of rent or any part thereof so long as said Lessee retains possession of the premises or any part thereof. **TENANT MUST HAVE RENTERS INSURANCE. OUR INSURANCE DOES NOT COVER TENANT'S PERSONAL PROPERTY.**
- INSPECTIONS:** Lessor reserves the right to enter the premises to make emergency repairs at any time. Lessor and Lessee agree that Lessor shall be allowed free access to the premises from 8:00 A.M. to 6:00 P.M. daily for the purpose of examining or exhibiting same, and for making such non-emergency repairs or alterations as Lessor deems necessary or appropriate.
- ASSIGNMENT OR SUBLETTING:** Lessee shall not assign this lease or rights hereunder nor sublet the premises without prior written consent of the Lessor; which consent shall not be unreasonable withheld. Any sublease or assignment of this lease shall not release Lessee from liability hereunder unless specifically provided in a written instrument approved and executed by Lessor, Lessee and Lessee's Sub-Lessee. Lessor shall not be obligated to consider any sublease or lease agreement request until it has received all relevant financial information which Lessor may require, including but not limited to a completed lease application on Lessor's form, from all interested parties.
- TERMINATION:** Lessee shall not have the right to terminate this lease except by written consent of the Lessor.
- UTILITIES:** Unless specified periodic utility charges are stated in the spaces appearing above, Lessee shall pay for their own separately metered electric, gas, and water charges for the leased premises as billed by the Utility Companies, for the duration of the lease. Lessee will be responsible to reimburse lessor for all utility bills, plus a \$25 monthly administrative fee, for all utilities paid by lessor on lessee's behalf.
- FURNITURE:** Furnished Apartments shall include the following personal property:

<input type="checkbox"/> 711 West Main Street, Urbana, IL 61801 - One (1) Stove, One (1) Refrigerator, One (1) Full Size Bed, One (1) Chest of Drawers, One (1) Dinette Set, One (1) Microwave, One (1) Dishwasher, One (1) Loveseat, One (1) Coffee Table, One (1) End Table, One (1) Lamp, One (1) Desk	<input type="checkbox"/> 602 East Clark Street, Champaign, IL 61820 One (1) Stove, One (1) Refrigerator, One (1) Full Size Bed, One (1) Chest of Drawers, One (1) Dinette Set	<input checked="" type="checkbox"/> 505 South Busey Avenue, Urbana, IL 61801 One (1) Stove, One (1) Refrigerator, Two (2) Full Size Beds, Two (2) Chest of Drawers, One (1) Dinette Set, One (1) Loveseat, One (1) Chair, One (1) Coffee Table, Two (2) End Tables, Two (2) Lamps
<input type="checkbox"/> 604 East Clark Street, Champaign, IL 61820 - One (1) Stove, One (1) Refrigerator, One (1) Full Size Bed, One (1) Chest of Drawers, One (1) Dinette Set with Two (2) Chairs, One (1) Sofa, One (1) Coffee Table, Two (2) End Tables, Two (2) Lamps, One (1) Desk		<input type="checkbox"/> 406 East Clark Street, Champaign, IL 61820 - One (1) Stove, One (1) Refrigerator, One (1) Full Size Bed, One (1) Chest of Drawers, One (1) Dinette Set with Two (2) Chairs, One (1) Sofa, One (1) Coffee Table, One (1) Lamp, One (1) Desk

Note: The above is the minimum furniture in each furnished unit, some may have more. The Lessor shall not remove any of the items of Lessor owned furniture between the time the apartment is shown to a prospective tenant and the time that person would move into the apartment after signing the lease. The Lessor reserves the right to upgrade or exchange the furniture in the premises so long as the quality or condition is not diminished. Lessee shall not move any indoor type furniture to any exterior area or areas of the demised premises including but not limited to balconies, exterior areas, yards, patios, walks or other exterior areas.

- SECURITY DEPOSIT:** The deposit will be held by Lessor for the purpose of repairing damages incurred by Lessee, cleaning charges, rent due, late fees, lock out fees, or attorneys fees and expenses incurred by Lessor in enforcing the terms of the lease. It is expressly agreed and understood that the security deposit is neither an advance payment of the rent herein reserved nor any part or installment thereof, nor is it a measure or limitation of Lessor's damage in the event of a breach of this lease. Said deposit shall be held and returned to Lessee in accordance with Illinois and/or local law, but in no event shall Lessee be entitled to the return of said deposit prior to the expiration of this lease. **Tenant hereby waives any requirement that the security deposit referenced herein be maintained by Landlord in a separate escrow account.**
- MAINTENANCE:** Lessee agrees to contact Lessor or its agents for the purpose of reporting repair or maintenance problems. Lessor agrees to take care of repair or maintenance requests within a reasonable time, but, because of the large amount of miscellaneous items which are or may be called to its attention at the time when they first take possession, Lessee should realize that a reasonable time must be allowed for minor problems to be rectified. Major problems will be rectified at the earliest possible time. Lessee is to be responsible for all maintenance of smoke alarms and fire extinguishers, if any, in the apartment. This means that the Lessee is responsible not only for the maintenance of these items but to make sure that the smoke alarm has batteries and the fire extinguisher is filled. Lessee knowingly and willingly elects and agrees to maintain and repair such items. Maintenance requests may be made by phone or electronically by visiting www.wamplerapartments.com.
- ABANDONMENT AND DISPOSITION OF PROPERTY:** Five or more consecutive days absence by Lessee from the leased premises with rent being unpaid, or removal of a substantial portion of Lessee's personal property with rent being unpaid which, in either case, give Lessor reason to believe Lessee has vacated or abandoned the premises with no apparent intent to return, shall be deemed to be abandonment by the Lessee. Upon the occurrence of such abandonment, the rent for the entire term shall become due and payable and Lessor shall also have the right and option to re-enter said premises, and act as Lessee's agent to take possession thereof, to remove and dispose of any and all property wherefrom pursuant to law, to re-let the premises, and to apply the proceeds received from such re-letting toward the payment of Lessee's rent under this lease. Such re-entry and re-letting shall not discharge Lessee from liability for rent herein reserved, nor from any other obligation under the terms of this lease. Any and all property shall be removed from the premises by the Lessor hereunder shall be handled, removed, and stored by Lessor at Lessee's risk, cost and expense, provided, however, that Lessor shall use reasonable care to prevent any damage or loss to such property. Lessor shall be entitled to a reasonable storage fee. All such property not claimed by Lessee within thirty (30) days shall be disposed of by Lessor and Lessor is hereby relieved of all liability for doing so. Removal of property during University of Illinois holiday periods shall not be treated as an abandonment by Lessee so long as rent is paid in a timely fashion to Lessor.
- NOTICES:** All notices and demands authorized or required to be given to Lessee may be served upon Lessee in person or by first class mail addressed to the Lessee at the address of the leased premises.

15. **FEES AND EXPENSES:** In the event that either Lessor or Lessee defaults in any of the terms and/or conditions of the lease, then in such event the non-defaulting party may recover reasonable attorney's fees and costs incurred in order to enforce the terms and conditions of the lease.
16. **NSF CHECKS AND BANK CHARGES:** In addition to other charges stated herein, a charge of \$25.00 will be incurred for checks returned from Lessee's bank do to Non-Sufficient Funds. In the event that this same check is returned again, another charge of the same amount will be incurred. Lessee will also pay any bank charges.
17. **COMMON AREAS:** In the event that the building in which the premises are located include a laundry, playground, parking area or other common facilities, Lessee agrees to abide by posted rules, which may be changed by Lessor as Lessor may see fit. Lessor may, at its sole option, close or allow to remain closed such facilities if facilities are cited for violation by any governmental unit, or if the facility is subject to vandalism, or if such facilities need to be closed for any other reason. The Lessee agrees that recreational areas are not part of the leases premises; that the use of such area is a privilege conferred on Lessee and his guests subject to rules adopted by the Lessor, from time to time, and the Lessee agrees that he and his guest(s) shall abide by such rules at all times. The Lessee further assumes the risk of any personal injury or property damage occurring to him or his guest(s) arising out of the use of the recreational area and agrees that the Lessor shall not be liable for such injuries or damages. The Lessee further agrees to defend, indemnify and hold the Lessor harmless from any claim arising out of personal injuries or property damages sustained by the Lessee or his guest(s) out of the use of the recreational areas.
18. **MISCELLANEOUS:** The words "LESSOR" and "LESSEE" shall include the singular and plural, masculine and feminine, and individual persons, partnerships, corporations or trusts. In the event this lease is executed by two or more Lessees, then their obligations hereunder shall be joint and several and may be enforced against either or both of them. The paragraph captions are inserted only for convenience and are in no way to be construed as a limitation on the scope of a particular paragraph. The terms and conditions of this agreement shall be binding upon the heirs, executors, administrators, permitted successors and permitted assigns of the parties hereto.
19. **CITY OF URBANA, ILLINOIS LANDLORD-TENANT ORDINANCE:** If applicable, Lessee acknowledges receipt of a copy of Urbana Ordinance No. 9394058 dated January 18, 1994 and entitled "An Ordinance Amending Chapter 12.5 of the Code of Ordinances, City of Urbana, Illinois, regulating Landlord-Tenant Relationships."
20. **APARTMENT CLEANING: I HEREBY UNDERSTAND THAT THE CONDITION OF MY APARTMENT UPON MOVE-IN IS NOT THE BASIS FOR THE CONDITION OF THE APARTMENT WHEN I MOVE OUT. I UNDERSTAND THAT I MUST FULLY CLEAN THE APARTMENT WHEN I MOVE OUT AND WILL BE CHARGED FOR ANY CLEANING THAT I DO NOT COMPLETE. I ALSO UNDERSTAND THAT THE CONDITION OF THE APARTMENT WHEN I RECEIVE IT IS NOT A BASIS FOR REQUESTING ANY REDUCTION IN CLEANING CHARGES THAT I MAY BE CHARGED WHEN I MOVE OUT IN THE EVENT THAT I DO NOT LEAVE THE APARTMENT IN CLEAN CONDITION.**
21. **PEST CONTROL:** Landlord to provide on as needed basis.
22. **112 N. Neil Tenants:** This apartment is in the heart of the Champaign Downtown Entertainment District. It is likely that loud music and public activities will be frequent occurrences. Complaints regarding noise and noise levels are not acceptable and under no circumstances will noise issues discharge Lessees from liability for rent herein reserved or from any other obligations under this Lease Agreement.
23. **OTHER TERMS AND CONDITIONS:**

RULES AND REGULATIONS

1. Lessee agrees that he is responsible for his guest(s)' behavior and any damages caused by his guest(s).
2. Lessee agrees not to flush ANY item down the toilet or sinks that could cause it to become stopped up. If it should be necessary to have a plumber unstop any toilet or sink, Lessee shall be charged for the maintenance call.
3. Lessee agrees not to cause or permit any alterations or do any decorating without the prior written consent of the Lessor.
4. Lessee agrees not to keep or allow non approved pets on the premises. The security deposit will be forfeited if pet is not removed within seven (7) days.
5. Lessee agrees not to hang or allow laundry on balconies or on or from windows and not to allow balconies, hallways or stairways to be used for storage.
6. Lessee agrees not to cause or permit any loud, boisterous noises that would be objectionable to other persons or the Lessor. All radios, televisions, stereos, etc. shall be kept at a minimum noise level at all times, especially between the hours of 11 P.M. and 9 A.M.
7. Charcoal cooking is to be done only on commons area, not under overhand of building, porch, balcony or patio.
8. Lessee agrees not to permit nor allow any rubbish or waste material to accumulate in or about the premises.
9. Existing locks shall not be changed or new locks installed on the premises without the prior written consent of the Lessor.
10. Waterbeds and pianos are allowed only with the prior written consent of the Lessor and proof of renter's insurance.
11. Lessee shall not go upon or to allow any person to go on the roof of any building at any time.
12. No more than two (2) persons are permitted to be on any balcony or landing at any one time.
13. Lessee agrees to keep the temperature within the premises at a minimum of 65°F from October 1st through March 31st during the lease term to ensure that frozen pipes do not occur.
14. Lessee shall not store any items on or near heating units.
15. Exterior doors shall not be propped open.
16. No Satellite Dishes of any kind allow on buildings or premises.
17. Lessee shall be responsible for any damage resulting from the failure to comply with any rules or regulations as specified above.
18. Lessee shall pay a \$10 charge for WPM duplicating any lost or missing keys during normal business hours

Representatives of Wampler Property Management, LLC, Management Company for the premises, execute this lease as authorized agents of the **Lessor**.

Lessor Signature	Dated the 8th day of February, 2011 Date
Lessor Signature	LESSEE
Lessor Signature	Address, City, State, ZIP
Lessor Signature	Address, City, State, ZIP
Lessor Signature	Address, City, State, ZIP
Lessor Signature	Address, City, State, ZIP

GUARANTY: For value received and to enable the Lessee listed in the foregoing lease to rent the premises described in the foregoing lease, the undersigned do hereby, jointly and severally, guaranty the full and prompt payment and full and complete performance at all times during the term of the lease and thereafter of the above described Lessee under the terms of the foregoing lease, including any amount now due and owing, or which may hereafter, from time to time, be owing or due and howsoever created or arising or evidenced under the terms of said lease. We, the undersigned, jointly and severally, also agree to pay in addition to all costs, expense, and reasonable attorney's fees at any time paid or incurred by the Lessor, its successors or assigns, in endeavoring to collect any such obligations due hereunder or under the terms of said lease, and endeavoring to seek performance of the Lessee and the guarantors hereunder and under the terms of said lease. All diligence in collection, all presentment for payment, demand, protest, notice of protest, notices of nonpayment, notices of default, dishonor, and the acceptance of this guaranty, and of any and all extensions hereunder or under the terms of said lease, are hereby expressly waived. This guaranty shall be construed according to the laws of the State of Illinois and shall be deemed executed in Champaign, Illinois. This guaranty binding upon the undersigned, jointly and severally, and upon their heirs, legal representatives, successors and assigns.

Dated the 8th day of February, 2011

COSIGNERS

Cosigners Signature	Address, City, State, ZIP
Cosigners Signature	Address, City, State, ZIP