

Ramshaw Real Estate

P. O. Box 680 • Champaign, IL 61824-0680  
(217) 359-6400

# 1. Residency and Financials

## 1.1 PARTIES AND OCCUPANTS

This Lease Contract is between you, the undersigned resident(s):

<<Tenants (Financially Responsible)>>

and the owner:

<<Site Manager>>

Ramshaw Real Estate acts as managing agent of the Lessor

You've agreed to rent the property located at

<<Unit Address>>

<<Unit Name>>

for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

The apartment will be occupied exclusively by the resident(s) listed above. The Owner/Agent must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

## 1.2 LEASE DURATION

The terms of this tenancy shall commence on <<Lease Start Date>> at 12:00 P.M. and end on <<Lease End Date>>, at 12:00 P.M. No exceptions shall be made without prior written consent from Agent.

## 1.3 RENTS AND CHARGES

You shall pay <<Monthly Rent>> per month for rent. The first month's rent and/or prorated rent amount of <<Prorated Rent>> shall be due prior to move-in.

Every month thereafter, you must pay your rent on or before the 1st day of each month with <<Grace Period Days>> of grace period. The following late fees will apply for payments made after the grace period:

Late Fee: <<Late Fee Rule>>  
(5% of total outstanding balance)

### YOUR CURRENT MONTHLY CHARGES AS FOLLOWS:

<<Monthly Charges>>

A charge of \$25 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Owner/Agent by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized.

We may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.

## 1.4 SECURITY DEPOSIT

The total security deposit due within 24 hours of lease signing for all residents in the apartment is <<Security Deposit Charges>>.

Lessee agrees to pay a security deposit to Lessor which, if necessary, will be forfeited and applied to the costs of repairing damages incurred by Lessee or Lessee's guests or invitees, or to cleaning charges, rent due, or attorney's fees and expenses incurred by Lessor in enforcing the terms of this lease.

Lessee hereby waives any requirement that the security deposit referenced herein be maintained by Lessor in a separate escrow account.

- **It is expressly agreed and understood that the security deposit is neither an advance payment of 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.**

Any portion of said deposit not forfeited and applied to the items named above shall be returned to Lessee in accordance with Illinois law, *but in no event shall Lessee be entitled to the return of said deposit prior to the expiration of this lease.* If a lease involves multiple tenants, **a single refund check will be processed**, payable jointly to all tenants who paid security deposits to Lessor, and mailed to the forwarding address supplied by Lessee upon vacating the premises. All tenants must endorse the refund check in order for it to be negotiable.

### 1.5 UTILITIES

Lessor agrees to pay the following utilities:

<<Utilities Included>>

Lessee pays for all other utilities, related deposits, and any charges, fees, or services on such utilities. *It is Lessee’s responsibility to set up utility service as follows:*

<<Utilities Tenant Responsibility>>

We do not guarantee or warrant that there will be no interruption of utility service. You shall contact the utility service provider in the event of an interruption of service. If your electricity is ever interrupted, you must use only battery-operated lighting.

If Addendum E is included, a semi-monthly utilities fee will be charged per the addendum.

- Tenant shall remain fully financially responsible for all utilities through the end of the Lease Contract, regardless of actual move out date. Failing to do so will result in a \$25.00 charge per monthly bill that has to be billed back to the tenant of record.

### 1.6 INSURANCE

Lessee acknowledges that he/she is responsible for obtaining insurance for fire, theft and liability on personal possessions, family and guests, as well as damages to other Lessees and Lessor’s property as a result of Lessee’s negligence. A minimum of \$100,000 liability insurance is required and Lessor must be listed as a certificate holder on Lessee’s renter’s insurance policy. As the law permits, Lessee and Lessee’s insurer shall not hold Lessor liable for claims for damage or injury covered by renter’s insurance. The Lessor shall not be liable for any damage or injury occasioned by or from electric wiring, plumbing, water, ice, snow, rain, gas or sewerage or any other damages or injury howsoever caused, nor shall the Lessor be responsible for any accident to the Lessee or any occupant of the premises, resulting from any cause whatsoever, and the tenant agrees that he will not hold the Lessor liable in any way, whether such accident occurs in the said premises, or in any part of said building, unless caused by Lessor’s negligence.

### 1.7 KEYS AND LOCKS

At move in, each Lessee will receive a unique set of keys. **NO ADDITIONAL KEYS WILL BE PROVIDED UNDER ANY CIRCUMSTANCE.**

All deadlocks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

You shall be liable for the entire cost all of key and lock replacements. You shall not change the locks or add a deadbolt lock without our written consent.

All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned.

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
Initial Here

## 2. Policies and Procedures

### 2.1 COMMUNITY POLICIES OR RULES

All Lessees, guest and visitors thereof, must comply with any written or posted community rules and policies, including instructions for care of our property. Any rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the community.

## 2.2 SMOKING

1. Lessee(s) agrees and acknowledges that the premises to be occupied by Lessee(s) and members of Lessee(s) household shall be designated as a smoke free living environment. You and all occupants of household shall not smoke anywhere in the apartment unit, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. Tenants must be 15 feet away from the building when smoking. A tenant who smokes where is prohibited can be fined between \$100 and \$250 per violation.

## 2.3 RESIDENT SAFETY AND PROPERTY LOSS

You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. You agree to make every effort to abide by the rules and guidelines in this Lease Contact.

### Smoke Detectors

The Unit is equipped with smoke and carbon monoxide detectors in accordance with state or local government regulations. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. You will be liable to others and us for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke detector or from your failure to report malfunctions to us.

### Safety and Crime Free

You or any guest or resident under your control, should not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

### Loss by Fire

In case the premises shall be rendered uninhabitable by fire or other casualty, Lessor may at his option terminate this lease, or repair the premises within 30 days, and failing to do so, or upon the destruction of the premises by fire, the term hereby created shall cease.

## 2.4 MOLD AND MILDEW

Mold consists of naturally occurring microscopic organisms which reproduce by spores. Certain types of mold can have adverse health effects, including allergic reactions. Mold is often seen in the form of discoloration, ranging from white to orange and from green to brown and black, often with a musty odor. *The key to mold prevention is moisture control.* Reducing moisture with proper housekeeping will significantly reduce the chance of mold growth.

### Lessees Agree To—

- Keep the premises free of dirt and debris that can harbor mold.
- Find and eliminate (when possible) a source of moisture whenever a mold or mildew problem is detected.
- Use exhaust fans when bathing or showering. (Report any non-functioning fans).
- Hang shower curtains inside tub when showering.
- Wipe down shower tiles and door after showering.
- Wipe up any water spillage after bathing or showering.
- Leave bathroom and shower doors open after use.
- Use exhaust fans when cooking.
- Verify at least monthly that any existing sump pumps are functioning correctly.
- Clean and dry any visible moisture on windows, walls and other surfaces.
- Regularly check for leaks under sinks.
- Regularly empty dehumidifier, if used.
- Use ceiling fans, if provided.
- Open blinds/curtains to allow light into premises.
- Vent clothes dryer to outside.
- Remove garbage on regular basis

### Lessees Agree to Report in Writing—

- Visible or suspected mold.
- Any problems with air conditioning or heating system.
- Any water intrusion, such as plumbing leaks, drips, "sweating" pipes, etc.
- Any discoloration of the walls, floor coverings, doors, window frames or ceilings.
- Any overflows from bathrooms, kitchen, or laundry, especially where the overflow may have permeated walls or cabinets.
- Loose, missing, or failing grout or caulk around tubs, showers, sinks, faucets, or counter tops.
- Any and all excess moisture.

**Lessee(s) agree to be held responsible for any and all damage to the property** resulting from moisture or mold, and any health problems that may result from their failure to comply with these guidelines. Noncompliance includes, but is not limited to, Lessees' failure to notify Lessor immediately, in writing, of any mold, mildew, or moisture problems.

Lessor reserves the right to terminate the tenancy and Lessee(s) agree to vacate the dwelling immediately; as such unit may pose a safety or health hazard to tenants or other persons.

Lessee(s) shall hold Lessor harmless for damage or injury to persons or property as a result of Lessees' failure to comply with the terms of this lease. Lessee(s) agree to indemnify and hold harmless the Lessor from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees that Lessor may sustain or incur as a result of the negligence of the Lessee(s) or any guest or other person occupying or using the premises.

**2.5 PARKING**

You will park on the property at your own risk. Lessees agrees to take full responsibility for the following vehicle(s) parked on the premise;

**<<Vehicle Information>>**

The following rules apply to all vehicles;

1. Lessor will not be responsible for any damages incurred to Lessee's vehicle.
2. If you find an unauthorized vehicle in your space, please use your Ramshaw Real Estate proof of parking certificate (provided at move in) to take appropriate action with the posted towing company contracted to your lot.
3. Boats, travel trailers, motor homes, abandoned and non licensed (expired license plate) vehicles are not permitted in the parking area. Vehicle must remain in operable condition, and must have a valid registration sticker.
4. Washing, oil changing or major repair of any vehicle is not permitted.
5. Double parking is not allowed.
6. Lessee's assigned parking sticker (\$5 annual fee) must be immediately placed in the upper right hand corner of the front windshield.

**2.6 PETS**

Pets (including mammals, reptiles, birds, fish, and insects) are not allowed at on campus properties.

We will authorize a service animal for a disabled person; we may require a written statement from a qualified professional, verifying the need for the service animal.

If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), Lessor may charge for de-fleaing, deodorizing, and shampooing, as needed.

**2.7 LOCKOUTS**

If Lessee is locked out of leased premises during office hours (8:00 a.m. – 5:00 p.m. Monday through Friday), contact Lessor's office and someone from the staff will meet Lessee at locked unit. Lessee shall provide \$20.00 cash payment to staff member.

If the lockout occurs outside regular office hours, contact the emergency number listed below and a staff member will be notified. Lessee shall provide \$80.00 cash payment to staff member.

At Lessor's option, Lessor may call upon an independent contractor to provide lockout services. In such instances, Lessee will be responsible only for the amount billed by said contractor.

By initialing below, you acknowledge and agree to the terms in Section 2.

X \_\_\_\_\_  
Initial Here

**3. Responsibilities**

**3.1 CONDITION OF PREMISES AND ALTERATIONS**

It is stipulated that Lessee has examined the premises, including basic furniture, furnishings and equipment, and that at the time of this lease, they are in good order and repair, and in a safe, clean, habitable condition.

If Lessee takes possession of the leased premises prior to the stated commencement date, **Lessee takes the property "As Is" (see Addendum I) and Lessor shall have no obligation to clean the premises and its contents.** Lessee agrees to deliver said premises, furnishings and equipment in good condition and repair at the termination of this lease, regardless of the state of the unit upon arrival.

## 3.2 REPAIRS, INSPECTION, AND EXHIBITING

Lessee agrees to allow the Lessor or Lessor's agent to enter said premises for the purpose of inspecting, making repairs they deem necessary or desirable, or showing the premises with **24 hour notice to Lessee**, unless an emergency arises. Lessor understands that personally submitting a maintenance requests serves as the 24 hour notice and no additional notice shall be given. Reasonable times shall be considered 10 am to 8 pm on weekdays, and 11 am to 8 pm on weekends, or other such times agreed upon by the tenant and landlord. Lessor agrees to respect the Lessee's right to privacy.

## 3.3 MAINTENANCE

Lessee agrees to call Lessor for the purpose of reporting repair or maintenance problems.

Lessor agrees to maintain the premises in accordance with all applicable building and maintenance codes and further agrees to perform promptly all needed repairs to the premises, appliances, and furnishings, at Lessor's sole expense, *except for damage resulting from Lessee's negligence*.

Because of the large number of miscellaneous items typically called to Lessor's attention when Lessees first take possession of premises, Lessee should allow a reasonable time for minor problems to be rectified. Major problems will be rectified at the earliest possible time.

- *Snow removal will not be performed, except at Lessor's discretion.*

## 3.4 UNIT CONDITIONS

**Lessee agrees to keep the temperature (thermostat setting) at 60 degrees F. or greater at all times.**

If a unit is deemed uninhabitable due to uncleanliness, Lessor may decide to clean unit for health and safety purposes, at the expense of the Lessee(s).

## 3.5 MOVE-OUT

Lessee will not stay in possession of the premises after 12:00 pm of the term ending date without the prior approval of the Lessor.

**If written permission is not granted by the Lessor, Lessee understands that he/she is trespassing, and agrees to pay a \$200.00 penalty for each day of such occupancy.**

If Lessee desires to vacate before the end of the lease term, Lessee will be held financially liable for the rest of the term. If Lessee defaults on the lease terms, Lessee is responsible for any and all remaining charges as well as all expenses in seeking another tenant. In the event a Lessee vacates the property prior to the end of the lease, Lessee agrees to give Lessor written notice of Lessee's early move-out. It is agreed by and between the parties that in the event no written notice is given by Lessee to Lessor, the termination date set forth in the lease shall be used to determine the date Lessee vacated said property.

- *Prior to lease end, Lessee shall have carpeting professionally shampooed and turn in a receipt for such shampooing at the time keys are returned to Lessor.*
- *If no proof of carpet cleaning is provided, Lessor will have carpets cleaned at Lessee's expense.*

### Cleaning

You must thoroughly clean the unit, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If the unit is not cleaned adequately, Lessee will be liable for reasonable cleaning charges.

### Charges

Lessee is responsible for the following charges, if applicable:

unpaid rent; unpaid utilities; unreimbursed service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of property that was in or attached to the apartment and is missing; unreturned keys; missing or burned-out light bulbs; removing or re-keying unauthorized security devices or alarm systems; *agreed upon re-letting charges*; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

Such charges will be deducted from security deposit before its return. In the event that the amount of charges exceeds the security deposit, tenant will owe Lessor the difference.

**3.6 ABANDONMENT AND DISPOSITION OF PROPERTY**

**Five or more days absence by Lessee from the leased premises with rent being unpaid, and removal of a substantial portion of Lessee’s personal property, which gives Lessor reason to believe Lessee has vacated or abandoned the premises with no apparent intent to return, shall be deemed abandonment by the Lessee.**

Upon the occurrence of such abandonment, the rent for the entire term shall become at once 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 therefrom, to apply the proceeds so received toward the payment of Lessee’s rent under this lease, and to re-let the premises.

Such 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 removed from the premises by Lessor hereunder shall be handled, removed and stored by Lessor at Lessee’s risk, cost and expense; provided, however, the Lessor shall use reasonable care to prevent any damage or loss to property.

All such property not claimed by Lessee within fourteen (14) days shall be disposed of by Lessor, and Lessor is hereby relieved of all liability for doing so. Lessor shall have the lien granted by law upon all furniture and other property of Lessee for their rent, accommodations and services, and the Lessee hereby grants to the Lessor a lien upon all personal property brought into said premises, and Lessor may enforce said lien as provided by law, or by entering said premises and either taking possession thereof and the belongings contained therein. Said lien may be enforced whenever rent is due and unpaid. Enforcement of the lien shall not operate to waive any other rights of the Lessor in unlawful detainer or otherwise.

**3.7 ADDITIONAL RULES, REGULATIONS AND AGREEMENTS**

A. **PROHIBITED ACTS OR CONDITIONS:** (1) Athletic activity which will damage the lawn is prohibited. (2) Bicycles, motorcycles, or mopeds are not permitted in the apartments, the hallways, laundry rooms, or on the sidewalks. (3) Waterbeds are not permitted.

B. **NOISE OR MUSIC:** The Lessee shall not make or permit any disturbing noises in the dwelling by himself, guests, or visitors, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other Lessees. No Lessee shall play upon or permit to be played any musical instruments or operate or permit to be operated a stereo, radio, or television set in the leased premises between the hours of 11:00 p.m. and the following 9:00 a.m., if doing so disturbs or annoys other occupants of the building or neighborhood.

C. The Lessee will take reasonable and necessary precautions against freezing of the water pipes, and shall not permit refuse to be placed in the premises’ drainage or waste pipes which may cause stoppage in the pipes. If any damage or expense is occasioned by such acts, the Lessee shall pay for necessary repairs.

- *Lessee acknowledges receipt at move-in date of a copy of the rules and regulations in regard to this property. At the discretion of the Lessor, the Lessor may deem the Lessee in default and terminate his tenancy, or shall fine Lessee the sum of \$50.00 per occurrence, for violation of any of the above rules, in addition to the cost for correction.*

By initialing below, you acknowledge and agree to the terms in Section 3.

X \_\_\_\_\_  
Initial Here

**4. General Clauses**

**4.1 RELEASE FROM LEASE CONTRACT**

**Lessee shall not have the right to terminate this lease except by written consent of the Lessor** for any reason, including, but not limited to; voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

**Military Personnel Clause**

You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the Armed Forces of the United States. You must give us written notice of termination, 30 (thirty) days prior to the termination date. You must provide proof of legal military orders.

**Subletting**

Lessee covenants that he will not sub-let the premises or any part thereof, nor assign this lease without the Lessor **receiving and approving a signed application** from the sub-lessees and the written consent of the Lessor in each case. The fee for sub-letting is actual costs incurred. If Lessee does not follow stipulations regarding subletting, he/she is subject to financial penalty.

## 4.2 FAILURE TO PERFORM COVENANTS

This Lease Contract is a legally binding contract. Failure to perform any of the covenants described in this contract or in the Ramshaw Real Estate Tenant Rules and Regulations handbook provided at move in, is grounds for termination by Lessor. Examples of breach of contract include, but are not limited to: failure to pay rent or other amounts that you owe when due; you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, or engages in dangerous behavior, regardless of whether or where arrest or conviction occurs; you abandon the apartment; you give incorrect or false answers in rental application or you provide false or fraudulent documentation requested by us; you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense; any illegal drugs or paraphernalia are found in your apartment; you or any guest or occupant engages in any prohibited conduct; or you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

- **The termination of Lessee's possession of said premises shall not terminate Lessee's liability for rent which becomes due after the possession is terminated.**

## 4.3 PLURALS

The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees," in case more than one person constitutes either party to this lease, and all such persons shall be jointly and severally liable hereon.

## 4.4 URBANA LANDLORD/TENANT ORDINANCE SUMMARY

This summary of the Urbana Landlord/Tenant Ordinance must be provided to every tenant at the time of signing a written rental agreement or entering into an oral rental agreement.

### **When does the Ordinance go into effect?**

All provisions of the Landlord/Tenant Ordinance went into effect on April 1, 1994.

### **Is written notice required to end a tenancy when no lease has been signed?**

1. Yes. If no lease was ever signed, or if a written lease is extended on a month-to-month basis, the tenant must give the landlord a written notice of termination at least thirty (30) days in advance of moving out. The date of termination must be the last day of the rental period (the day before rent would be due again).
2. A tenant who fails to provide the required written notice will be responsible for the landlord's lost rent, up to a full rental period's payment.
3. A landlord must give a full rental period's notice in writing to a tenant when the landlord wants the tenant to move out.
4. If the landlord fails to give proper notice, the tenant may stay another month.

### **What are the tenant's duties under the Ordinance?**

The tenant must:

1. Comply with City Code provisions applicable to occupants;
2. Keep the rental unit safe and clean;
3. Use all equipment and facilities in a reasonable manner;
4. Not damage the rental unit;
5. Not disturb other residents;
6. Allow the landlord access to the rental unit in cases of emergency or upon 24-hour advance notice. The details of the landlord's right to access are found on the reverse side.
7. To pay all rent due, including the last month's rent.

### **What happens if a tenant pays rent late?**

1. The landlord may require the tenant to pay a late charge up to five percent (5%) of the monthly rental payment. Fees in excess of the amount may be charged if the landlord demonstrates the actual costs are greater;
2. The amount of the late charge must be specified in the lease;
3. A tenant is not subject to a late charge if the envelope containing the payment is postmarked on or prior to the date payment is due.

### **What about subleases?**

1. The landlord may not prohibit the tenant from subletting the rental unit;
2. The landlord must accept a reasonable subtenant offered by the tenant;
3. The landlord may not charge sublet fees that exceed the landlord's actual costs.

### **What are the landlord's duties under the Ordinance?**

1. To give a tenant written notice of the owner's or manager's name, address and telephone number;
2. To provide written notice of intention not to renew or to change the terms of the rental agreement, at least thirty (30) days prior to the last day of the lease;
3. To maintain the rental unit in compliance with all applicable building codes of the City;
4. To pay interest on security deposits of \$100.00 or more held over six (6) months;
5. To return security deposits, minus amounts necessary for damage, within forty-five (45) days after the tenant moves out;
6. To not enforce any lease provisions prohibited by this Ordinance.

### **What lease provisions are prohibited?**

A lease clause is unenforceable if it:

1. Waives a tenant's rights under any law;
2. Requires the tenant to confess judgment;
3. Entitles the landlord to recover attorney's fees but does not entitle the tenant to recover attorney's fees under identical conditions;
4. Limits the liability of the landlord or tenant;
5. Prohibits subletting;
6. Imposes a late fee higher than 5% of the monthly rent unless the landlord can prove actual costs are greater;
7. Requires payment of sublet fees, lock-out charges or any other penalties that exceed a landlord's actual costs;
8. Automatically renews the contract.

### **What if the landlord doesn't keep the property in repair?**

1. The landlord must maintain the property in compliance with the Building Codes of the City of Urbana. If the landlord fails to maintain the property in compliance with the Code within the time permitted by the Building Code Official, the tenant may have the work done by a qualified tradesperson and deduct from the rent the cost of repairs not to exceed two month's rent.
2. If the violation of the Building Code involves essential services, the tenant may obtain such services and deduct their cost from the rent or obtain substitute housing and deduct from the rent the average cost for a hotel/motel room in Urbana.
3. If the landlord is cited by the City more than three(3) times in any twelve-month period, the tenant may terminate the rental agreement.
4. To avoid eviction for non-payment of rent, a tenant must first give the landlord written notice that the tenant intends to repair and deduct, and the city's deadline for compliance, and any extensions, must have passed before a tenant may use rent money to perform repairs.

### **What are the penalties for refusing to participate in a joint inspection of the rental unit at the end of the lease?**

1. If the landlord refuses the tenant's request for an inspection, the landlord forfeits the right to deduct from the deposit charges for cleaning or repairs.
2. If the tenant refuses the landlord's request for an inspection, the tenant forfeits the right to contest deposit deductions for cleaning or repairs.

### **What about lockouts?**

1. It is illegal for a landlord to lock out a tenant or change the locks or remove the doors of a rental unit or to cut off heat, utility, water service or to do anything which interferes with the tenant's use of the rental unit;



2. The tenant may sue the landlord to recover possession of the rental unit and the actual damages sustained or two month's rent, whichever is greater, plus reasonable attorney's fees.

**If a tenant complains about the apartment building, can the tenant be punished by the landlord?**

1. A landlord can not take retaliatory action against a tenant because a tenant complains or testifies in good faith to governmental agencies, the Tenant's Union, Student Legal Services or the landlord;

2. If the landlord takes retaliatory action, the tenant may sue the landlord for an amount equal to two months' rent and reasonable attorney's fees.

**What are the landlord's remedies for a tenant's failure to maintain the property?**

1. The landlord may deduct the amount of the damage from the security deposit;

2. If the tenant's actions cause the landlord to be cited for a Building Code violation, the landlord can make the necessary repairs and bill the tenant for the cost of the repairs.

3. If the tenant's actions cause the landlord to be cited for a Building Code violation more than three (3) times during any twelve-month period, the landlord may terminate the rental agreement and order the tenant to vacate the premises.

**Where can I get more information?**

1. You may obtain a copy of the Ordinance from the Urbana City Clerk's Office, 400

South Vine street, Urbana, Illinois;

2. You may contact the Tenant Union at (217) 333-0112 if you are a University of Illinois

Student, or at 352-6220 if you are not a student.

3. You can contact an attorney to advise you concerning your rights under this Ordinance. If you are a student of the University of Illinois, you may contact Student Legal Services at Room 324, Illini Union, 1401 West Green Street, Urbana, Illinois.

**SELECTED PROVISIONS OF THE LANDLORD/TENANT ORDINANCE Sec. 12.5-15. Landlord's right to access.**

(A) The tenant shall not unreasonably withhold consent to the landlord to enter the rental unit in order to inspect the premises, make necessary or agreed repairs, supply necessary or agreed services, make alterations or improvements if such alterations or improvements do not interfere with the tenant's use of the premises, or to show the rental unit to prospective or actual purchasers, mortgages or tenants.

(B) The landlord shall not abuse the right of access to the rental unit or use it to harass the tenant. Except in cases of emergency or by mutual consent, the landlord or landlord's agents shall not enter the rental unit without first providing the tenant with at least twenty four (24) hours advance notice of the entry and may enter only at reasonable times. Reasonable times shall be considered 10:00 am to 8:00 pm on weekdays and 11:00 am to 8:00 pm on weekends, or such other times agreed upon by the tenant and the landlord.

(C) From the time that either the landlord or the tenant notifies the other party that the rental agreement will not be renewed, the landlord shall have the right to access, without twenty four (24) hours advance notice, for the purpose of showing the rental unit to prospective tenants, provided that:

(1) The rental unit has not already been leased for the twelve (12) month period subsequent to the expiration of the rental agreement;

(2) The landlord enters only during two specific one-hour periods on weekdays and three specific one-hour periods on weekends, selected by the tenant from among choices offered by the landlord, during which the landlord will have daily access; and

(3) The landlord shall notify the tenant when the rental unit has been leased for the twelve (12) month period subsequent to the expiration of the rental agreement.

(D) If the tenant requests repairs and the landlord enters the rental unit to perform said repairs within fourteen (14) days of the tenant's initial request, the landlord shall not be obligated to provide the tenant with advance notice of entry. If the landlord fails to perform said repairs within fourteen (14) days of the tenant's initial request, the landlord shall be

required to provide the tenant with at least twenty-four (24) hours advance notice of entry. The notice shall only be effective for a seven (7) day period.

(E) The landlord may enter the rental unit at any time, without advance notice, in case of emergency. For purposes of this provision, the term "emergency" shall refer to a situation wherein access to the rental unit is necessary in order to prevent damage or destruction to the rental unit, other rental units, or the building, or to the fixtures, equipment, appliances, furniture or other personal property contained therein, or in order to protect any person from injury. Nonpayment or delinquent payment of rent shall not constitute an emergency.

(F) The landlord or landlord's agents shall enter the rental unit only after knocking on the door and providing the tenant a reasonable opportunity to answer, shall leave the premises in as good condition as when entered, shall clean and remove dirt and debris that result from

the performance of maintenance and repairs, shall leave a note indicating the names of the persons who entered the rental unit and shall lock the rental unit when leaving.

**Sec. 12.5-16. Remedies for abuse of access rights.**

(A) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or terminate the rental agreement. In either case, the landlord may recover damages and reasonable attorney’s fees.

(B) If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner the tenant may obtain injunctive relief to prevent the recurrence of the conduct and recover an amount equal to not more than two (2) months’ rent or the damages sustained, whichever is greater, and reasonable attorney’s fees.

(C) If the landlord makes a lawful entry to make alterations or improvements that materially interfere with the tenant’s use of the premises or if the landlord makes repeated demands for entry otherwise lawful, but which have the effect of harassing the tenant after being notified in writing by the tenant that tenant feels harassed by such repeated demands, the tenant may obtain injunctive relief to prevent the recurrence of the conduct, or terminate

the rental agreement. In each case, the tenant may recover an amount equal to not more than two (2) months’ rent or the damages sustained, whichever is greater, and reasonable

attorney’s fees. The provisions of this section shall not apply to alterations or improvements done by the landlord to correct cited housing code violations, except in the cases of the landlord’s unreasonableness, neglect, or negligence in correcting the violations.

By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_  
Initial Here

## 5. Sign and Accept

### 5.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed