

SAMPLE LEASE

SECTION 1.

This APARTMENT RENTAL AGREEMENT, hereinafter referred to as AGREEMENT, made and entered on _____, by and between **JSM Management, Inc.**, hereinafter referred to as LESSOR, and

hereinafter referred to as Lessee, witnesseth that:

I. PREMISES LEASED AND TERM OF LEASE:

LESSOR hereby leases to LESSEE, and LESSEE leases from LESSOR the PREMISES known and described as:

Apartment Number _____, in the building situated at _____, **City of** _____, **Illinois**, _____, hereinafter referred to as the LEASED PREMISES, for residential purposes only, and be occupied only by Lessee identified above,

for a term beginning noon on _____, and ending on _____, at noon prevailing time.

II. RENT:

In consideration of LESSOR leasing the LEASED PREMISES to LESSEE and notwithstanding other amounts which may become due as described herein, LESSEE agrees to pay as rent to LESSOR the total sum of: _____ dollars (\$ _____) in accordance with the following schedule:

_____ dollars (\$ _____) on or before the **first** day of **August, 2021**, and _____ dollars (\$ _____) on the first day of each and every month thereafter from **September, 2021** through **June, 2022**, and a final payment of _____ dollars (\$ _____) on or before the first day of **July, 2022**.

III. SECURITY DEPOSIT:

LESSEE agrees upon execution of this AGREEMENT to deposit with LESSOR the sum of _____ dollars (\$ _____) to be held by LESSOR as a Security Deposit as described herein.

IV. UTILITIES AND SERVICES CHARGE:

LESSOR agrees to make available, at its expense, to LESSEE the following listed Utilities and other services:

LESSEE acknowledges that LESSOR is merely paying third parties the charges assessed by said third parties and is in no way undertaking responsibility for the delivery of said services, the quality of those services nor any interruption of the services. LESSOR makes no representations or warranties of any kind to LESSEE regarding said services.

LESSEE agrees to pay (\$ _____), as additional rent, together with the monthly rental installment payments due as consideration for LESSOR providing said utilities and services. At any time during the term of this APARTMENT RENTAL AGREEMENT that the rates charged LESSOR for any such utilities or services increase, LESSOR may increase the monthly UTILITY AND SERVICES CHARGE stated above, by giving LESSEE at least thirty days written notice in advance of the effective date of said increased charge. In the event LESSOR gives such notice, the new charge shall be due and payable at the time that the first rent payments is due following the expiration of said thirty day notice period.

V. FURNITURE AND APPLIANCES:

LESSOR agrees to provide furniture and appliances in the LEASED PREMISES as follows:

VI. TELEPHONE AND DATA ACCESS:

In no event shall LESSOR be liable for losses or damages incurred by LESSEE due to the failure of equipment to operate, damage to LESSEE'S equipment or data, or interruptions in service. If wall jacks are present and LESSEE

chooses to contract with an outside provider for telephone or data service, LESSEE shall bear all expense for support and configuration of this service.

VII. ROOMMATES:

LESSEE acknowledges the LESSOR is not liable for any claims, damages or actions of any nature relating to, arising from or connected with disputes between roommates.

VIII. CARPET CLEANING:

LESSEE agrees that \$_____ shall be deducted from the security deposit for the cost of professionally cleaning the carpets in the LEASED PREMISES after LESSEE vacates as provided in Section 2, Paragraph II of this AGREEMENT.

SAMPLE

JSM MANAGEMENT, INC.
APARTMENT RENTAL AGREEMENT

SECTION 2.

I. PRONOUNS AND DEFINITIONS:

Where the word LESSEE is used herein, it shall be construed as meaning each and every person signing this agreement as LESSEES jointly and severally. The obligations hereunder shall be joint and several as to each LESSEE. LESSEE agrees that all persons establishing residency in the leased premises shall sign this Agreement and become a party hereto. The actions and/or omissions of any one person shall be construed against each and every person signing this Agreement as LESSEE. Each pronoun used in this Agreement shall be construed to be of the masculine or feminine gender or in the plural if required by the gender of the party or number of parties. All covenants and agreements herein shall be binding upon and apply and inure to their respective heirs, executors, administrators, beneficiaries and assigns. This Agreement constitutes the whole contract between LESSEE and LESSOR and there is no representation, promise or inducement made by either party or their agent(s) other than contained herein. No alteration, addition or amendment may be made to this Agreement unless in writing, signed and dated by both LESSEE and LESSOR and attached hereto. LESSEE acknowledges he has read and understands both sections 1 and 2 contained herein and also that he has received a complete copy of this Agreement.

II. CONDITION OF PREMISES AND SECURITY DEPOSIT:

LESSEE agrees to deposit with LESSOR a Security Deposit in the amount stated in section 1 paragraph III herein upon execution of this AGREEMENT to secure LESSEE'S performance pursuant to this APARTMENT RENTAL AGREEMENT. The parties hereto further agree that said deposit shall be first applied to unpaid rent pursuant to this AGREEMENT then to other damage suffered by LESSOR occasioned by LESSEE'S breach of this AGREEMENT. LESSEE agrees that it shall be responsible for any damage to the LEASED PREMISES, and for any damage or loss to the appliances and furnishings, excepting normal wear and tear and existing wear and tear at the time LESSEE takes possession or acts of God. In the event that the LEASED PREMISES or the structure containing the LEASED PREMISES is damaged or destroyed by fire caused by the intentional act or negligence of LESSEE or any one LESSEE LESSEE shall be liable to LESSOR for all damages incurred by LESSOR. LESSEE further agrees to pay the actual cost for any services made necessary by LESSEE'S abuse or failure to leave the PREMISES (including all fixtures, appliances and surfaces) in as good and clean condition as existed when LESSEE took possession of the premises, except for normal wear and tear. LESSEE further agrees that any and all expenses incurred by LESSOR because of LESSEE'S breach of the foregoing provisions, unpaid utility bills, unpaid rent, unpaid late charges and/or outstanding balances may be deducted from LESSEE'S Security Deposit at the termination of this AGREEMENT. LESSEE shall not use the Security Deposit as rent. If LESSEE or his guest(s) damage said LEASED PREMISES or any common area or parking, LESSEE agrees to immediately reimburse LESSOR for the cost to repair said damage. In the event that any part of the Security Deposit is applied to damages to the subject PREMISES, LESSOR shall account to LESSEE for said damage as required by applicable statutes and ordinances. In the event that LESSEE vacates the subject PREMISES prior to the end of the term of this Lease, any remaining balance of the Security Deposit not applied to unpaid rent or damage to the PREMISES as set forth herein, shall be held by LESSOR until the end of the Lease term to secure LESSEE'S obligations under the remaining term of this Lease. If more than one person signs this AGREEMENT as LESSEE, said balance of the Security Deposit shall be sent to the addresses as they appear in this AGREEMENT in shares equal to the percents indicated after each name

III. UTILITIES AND UTILITY CHARGES:

LESSEE, shall, during the entire Term of the Lease Agreement, maintain service at LESSEE'S sole expense for all utilities that are not made available to LESSEE by LESSOR pursuant to Section 1, Paragraph IV of this Agreement. The word utilities is used in its broadest sense and by no way of example shall include, but not be limited to, electricity, natural gas and water. Further, LESSEE agrees to pay as additional rent all utilities, all charges caused by the turn off and reconnection or transfer of utility service into LESSOR'S name as a result of LESSEE'S failure to maintain service, and utility-related municipal levies charged to the LEASED PREMISES. In the event that LESSOR pays charges for utilities including disconnection and reconnection fees because of LESSEE'S breach of the requirements of this paragraph LESSEE agrees to also pay to LESSOR in addition to said charges as additional rent a fee of \$25.00 as reimbursement for additional administrative time spent by LESSOR because of LESSEE'S breach of the requirements of this paragraph.

IV. FORMS OF PAYMENT AND RETURNED PAYMENTS:

In the event payments due herein are made by check, ACH draft or automatic withdrawal, and such payment is returned to LESSOR unpaid for any reason, a charge of \$25.00 will be added to LESSEE'S account. In such event, amounts due remaining unpaid, will be subject to applicable late charges until paid as provided in the paragraph entitled "Late Charges". LESSOR, at his option may re-deposit such payment and notify LESSEE of such re-deposit by mail. No payment may be deposited a third time. In the event a payment is returned by bank error and through no fault of LESSEE, and bank notifies LESSOR of such error in writing, LESSOR shall remove such charge from LESSEE'S account. LESSOR reserves the right to decline acceptance of personal or business checks, ACH or automatic withdrawal, or credit or debit card payments in which event payment will be made by bank cashier's check or money order. Due to security concerns, LESSOR cannot accept cash for rent payments.

V. LATE CHARGES:

The time of each and every payment of rent and other charges due herein is of the essence of this AGREEMENT and LESSEE agrees that if a balance remains on LESSEE'S account after the date that payment is due, a monthly late fee in the amount of five (5%) percent of the outstanding balance may be added to LESSEE'S account. Payments shall be deemed to have been made as of the date received at the LESSOR'S office. LESSOR'S acceptance of payment for rent or other charges after such payment is due or after knowledge of any breach of this AGREEMENT by LESSEE shall not waive or affect any notice, demand or judgement or change, alter or modify LESSOR'S rights or remedies.

VI. NO PETS ALLOWED:

No pets (animals, domestic or otherwise) for any reason at any time shall be kept in or near the LEASED PREMISES, or in the common areas or parking lots, or in or around the building containing the LEASED PREMISES by LESSEE or his guest(s) and in the event such pet(s) is found in the areas described herein by LESSOR, his agent(s) or employee(s), LESSEE shall immediately pay as additional rent \$100.00 to LESSOR and additionally shall pay \$100.00 per day for each day such pet(s) remains in the areas herein described. Payment of said sums shall in no way grant LESSEE consent to maintain said pet and LESSEE shall be in breach of this AGREEMENT for violation of this Section even if the foregoing charges are paid. Notwithstanding the foregoing, LESSOR will permit LESSEE to have and keep a Service Animal as defined by applicable disability laws in the LEASED PREMISES to accommodate Lessee's physical or mental disability as provided and required by applicable disability laws, provided that LESSEE first submits to LESSOR written documentation from a licensed health care professional confirming LESSEE'S disability; and, provided further that said Service Animal not disturb the quiet enjoyment of other tenants, and that LESSEE shall be liable for any damage caused by the Service Animal to the LEASED PREMISES.

VII. NO SMOKING OR VAPING ALLOWED:

Lessee acknowledges that this building is a non-smoking and non-vaping building and that smoking and vaping are prohibited at all times in all apartments and all common areas, including, but not limited to, hallways, stairwells, elevators, courtyards, parking garages and adjoining grounds. In the event that evidence of smoking or vaping is found in the areas described herein by LESSOR, his agent(s) or employee(s), LESSEE shall immediately pay as additional rent \$100.00 to LESSOR. Payment of said sums shall in no way grant LESSEE

consent to smoke or vape in the areas described and LESSEE shall be in breach of this AGREEMENT for violation of this Section even if the foregoing charges are paid. Lessees smoking or vaping in such prohibited areas or Lessee's guests smoking or vaping in such prohibited areas are material violations of this Lease making the Lessee subject to eviction.

VIII. SUBLEASING:

LESSEE may sublet the LEASED PREMISES with LESSOR'S prior written approval and consent. Such approval shall not be unreasonably withheld. LESSOR shall give said consent as long as the proposed subtenant would otherwise qualify for a Lease pursuant to LESSOR'S then current standards for acceptance of new tenants. LESSEE understands and agrees that, in the event he sublets the LEASED PREMISES, he shall remain liable for all obligations and duties as described herein for the remaining term of the lease. Failure of LESSOR to object to any unapproved sublet of the LEASED PREMISES, whether voluntary or involuntary shall not constitute a waiver by LESSOR of any obligations or duties of LESSEE. Said subletting shall be effective only upon execution by LESSOR, LESSEE and all Sublessees of a sublease agreement approved by LESSOR.

IX. ACCESS TO LEASED PREMISES BY LESSOR:

LESSEE agrees to permit LESSOR reasonable access to the LEASED PREMISES for the purpose of inspection, pest control treatment and inspection, exhibiting for leasing purposes, or to make alterations including reconfiguration of the LEASED PREMISES, or needful repairs, as LESSOR may see fit to make. LESSOR agrees to limit his access to the LEASED PREMISES, except in case of emergency or for leasing purposes, to the period between 8:00 a.m. and 5:00 p.m. on weekdays or by prior written or verbal agreement with LESSEE. LESSOR agrees to provide LESSEE 24 hours written or verbal notice of entry into the LEASED PREMISES for the purpose of painting, pest control requiring LESSEE to move their personal belongings or improvements which may temporarily limit LESSEE'S use of the LEASED PREMISES. LESSEE shall not alter any lock or other attachment on any door of the LEASED PREMISES, or make any alteration which denies LESSOR'S access to the LEASED PREMISES. LESSEE hereby gives permission to LESSOR to contact them through email or any other electronic media for the purpose of serving notice and soliciting information through surveys.

X. LEASE TERMINATION:

At the termination of this AGREEMENT by expiration or otherwise, LESSEE shall yield up immediate possession to LESSOR and deliver all keys to LESSOR at the office of management for the LEASED PREMISES. If LESSEE fails to do so, LESSEE shall for each day or fraction thereof LESSEE continues to occupy the LEASED PREMISES pay as additional rent a sum equal to two times the amount of daily rent provided for herein. LESSEE understands and agrees that in the event of such post-term possession that in addition to the double daily rent as provided for herein he may be liable to the LESSOR for sums paid to the next occupants of the LEASED PREMISES for reimbursement of meal and housing expenses and any other damage suffered by LESSOR. LESSEE shall further be liable to LESSOR for damages incurred through loss of rents due to LESSEE'S failure to surrender the LEASED PREMISES at the termination of this AGREEMENT. LESSEE shall quit and surrender the LEASED PREMISES at the termination of this AGREEMENT in as good and clean a condition as when received by LESSEE, ordinary wear and tear, and damage by fire not caused by LESSEE'S negligence and acts of God excepted. Any personal property left by LESSEE in the LEASED PREMISES after LESSEE has vacated same either during or after the term of this AGREEMENT shall be presumed abandoned by LESSEE and may be removed by LESSOR and disposed of as trash. LESSOR shall not be liable to LESSEE for loss or damage to such personal property and LESSEE agrees to make no claim against LESSOR for such personal property.

XI. SMART TV AND SMART DEVICES:

Prior to vacating the LEASED PREMISES, LESSEE agrees to remove all accounts and personal information from any smart television or smart device furnished by LESSOR. LESSEE does not hold LESSOR responsible for unauthorized use of personal and account information not removed from LESSOR-furnished smart televisions and smart devices.

XII. LOCK CHANGES:

LESSOR agrees upon receipt of written request from LESSEE to change the lock and keys to the entry door of the LEASED PREMISES and/or the mail box lock and key at any time during the term of this AGREEMENT. LESSEE agrees to pay LESSOR for such lock and key changes the fees as stated in rules adopted by LESSOR, which shall be payable prior to any lock or key change. LESSEE understands and agrees that in the event he fails to immediately deliver all keys for entry doors and mail box at the termination of this AGREEMENT as set forth in the paragraph entitled "Lease Termination", LESSOR may change the entry door and mail box locks and LESSEE shall pay for the lock changes as described herein.

XIII. CARE OF LEASED PREMISES:

LESSEE agrees to make no alteration, addition(s) or change(s), including but not limited to painting or redecorating in the LEASED PREMISES. LESSEE agrees that he will keep the LEASED PREMISES (including all fixtures, appliances and surfaces) and common areas clean and free of filth, garbage and hazards to health. LESSEE agrees to maintain electricity service in the LEASED PREMISES throughout the term of this AGREEMENT. LESSEE agrees to maintain sufficient heat in the LEASED PREMISES so as to prevent freezing of water pipes and other plumbing, particularly in the event LESSEE is absent for extended periods such as holidays. LESSEE agrees to allow LESSOR to adjust the heat levels in the LEASED PREMISES in LESSEE'S absence in the event LESSEE fails to maintain sufficient heat to prevent damage to LESSOR'S property and protect the neighboring dwelling units, although LESSOR assumes no responsibility to do so. In the event LESSOR adjusts the heat levels due to LESSEE'S failure to maintain sufficient heat as described herein, LESSOR shall notify LESSEE of such adjustment by posting notice in written form within the LEASED PREMISES and LESSEE shall be liable to LESSOR for a fee as reimbursement for cost incurred by LESSOR for making said thermostat adjustment. The cost to repair any damage resulting from misuse of the plumbing shall be paid by LESSEE. No waterbeds of any kind are permitted in the LEASED PREMISES. LESSEE will not puncture or scar wall or ceiling surfaces with hanging objects or decorations in such a manner as to cause and necessitate a repair to such wall. Devices which when removed leave a hole no larger than 1/16th of an inch will be permitted. No device of any kind may be attached to cabinets, appliances, glass, furnishings, doors or trim. LESSEE understands and agrees that the ceilings may contain the heat supply system for the LEASED PREMISES such that if punctured, they will require a substantial repair, the cost of which will be paid by LESSEE. No spikes, hooks, nails or any other fastening device or any other object may be driven into or attached to the ceilings of LEASED PREMISES. No cooking of food is permitted anywhere in the LEASED PREMISES, or areas as described in the paragraph entitled "Permitted Uses of Common Areas and Parking Lots", except the kitchen. LESSEE agrees to obey all Federal, State and Local Statutes and Ordinances and LESSOR's Rules and Regulations while on or about the LEASED PREMISES. LESSEE agrees that violating these Statutes, Ordinances, Rules and Regulations are grounds for eviction. LESSEE further agrees that he and his guest(s) shall not behave in or around the PREMISES in a manner that places the building, personal property or other people in danger of injury or destruction or cause undue noise or disturbance to the occupants of neighboring dwelling units. If Lessee or his guest(s) drop or throw anything from the leased unit, balconies, walkways, rooftops or other locations on any JSM property, all tenants in Lessee's unit will be subject to eviction. LESSOR has the right to bar individuals from the property for conduct that would be a violation of any of the terms of this lease including but not limited to Federal, State and Local Statutes and Ordinances and LESSOR's Rules and Regulations. Lessor also has the right to bar individuals from the property whose Lease was previously terminated by JSM Management Inc, prior to the end of the agreed lease term at any property managed by JSM Management Inc or who previously defaulted on said lease. Should Lessee permit barred individuals in the apartment or in the common areas after being notified by Lessor that said individual has been barred, it is a material violation of this Agreement. LESSEE agrees to promptly report damage or maintenance needs to LESSOR.

XIV. PERMITTED USES OF COMMON AREAS AND PARKING LOTS:

LESSEE understands and agrees that the common areas such as halls, stairs, landings, lobbies, laundry rooms and parking lots are not part of the LEASED PREMISES and that use of such areas and lots is subject to rules adopted by LESSOR. LESSOR reserves the right to modify these rules from time to time during the lease term, and LESSEE agrees to be bound by all such modifications. Violation of these rules may result in the assessment of a fee in the amount stated in the rules and/or eviction from the PREMISES. LESSEE agrees that neither he nor his guests will leave garbage or filth in common areas or parking lot or cause damage to exit signs or fire protection equipment. Parking space provided by LESSOR shall not be used to park or store boats, trailers of any kind, campers or motor homes, abandoned or non-operational or non-licensed vehicles or vehicles left unmoved for a period exceeding two weeks, or non-vehicular objects. Such vehicles or non-vehicular objects shall be relocated in accordance with local ordinances and policies posted in the parking lot. Parking lot space may not be used by LESSEE'S guest(s). Common areas and parking lots may not be used for the purpose of vehicle maintenance such as repairs, lubrication, changing of oil, painting, washing or polishing. Vehicles leaking fluids onto the parking lot are not permitted. Bicycles must be stored in the bicycle rack. Use of the common areas and parking lot shall be at the sole risk of LESSEE and/or his guest(s) and LESSEE agrees that LESSOR shall not be liable for injury or damage.

XV. FITNESS CENTER USE AND RELEASE OF LIABILITY

In consideration of LESSEE'S use of the exercise equipment and facilities at any fitness center premises provided by JSM Management Inc., LESSEE expressly agrees that JSM Management Inc. and/or its insurers, agents, employees, officers, directors, associates, contractors and the owners of fitness center premises and their contractors, agents successors and assigns are hereby released from and shall not be liable for any damages arising from personal injury (including death) sustained by LESSEE, in, on, or about fitness center premises or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence, or gross negligence of JSM Management Inc. and/or its insurers, agents, employees, officers, directors, associates, contractors and the owners of real estate located at fitness center premises provided by JSM Management, Inc. and their contractors, agents successors and assigns. LESSEE accepts and assumes full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to LESSEE, and LESSEE hereby fully and forever releases and discharges JSM Management Inc. and/or its insurers, agents, employees, officers, directors, associates, contractors and the owner of the real estate located at fitness center premises provided by JSM Management, Inc. and their contractors, agents successors and assigns from all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities. LESSEE expressly agrees to indemnify and hold the company harmless against all claims, demands, damages, rights of action, or causes or actions, of any person or entity, that may arise from injuries or damages sustained by LESSEE. LESSEE agrees to be solely responsible for LESSEE'S safety. LESSEE understands that supervision, instruction, or assistance for the use of the facilities and equipment will not be provided to LESSEE. LESSEE agrees to comply with all Fitness Center Rules and Regulations imposed by JSM Management Inc. regarding the use of the facilities and equipment as those posted on www.jsmliving.com and any amended Fitness Center Rules and Regulations of which LESSEE is notified or are posted within the Fitness Center. LESSEE agrees to conduct themselves in a reasonable manner at all times, and refrain from using any equipment in a manner inconsistent with its intended design and purpose and to use all equipment in compliance with all instructions posted on or in the vicinity of the equipment. LESSEE understands and acknowledges that the use of exercise equipment involves risk of serious injury, including permanent disability and death. LESSEE understand that LESSEE is solely responsible and hereby assumes the risk for any lost, stolen, or damaged items/property while in, on, or about the premises. LESSEE understands and agrees that LESSEE'S use of the facilities and equipment is to be allowed only during the time that LESSEE is a current resident of property pursuant to the terms of this Agreement entered into through JSM Management Inc. and LESSEE has not in any respect breached the terms and conditions of this Agreement. LESSEE understands and acknowledges that JSM Fitness Centers are provided as an amenity and use of the facilities may be revoked, suspended, eliminated or reduced (including elimination of equipment available for use), at the sole discretion of JSM Management Inc. and if the use of said facility is revoked suspended, reduced or eliminated LESSEE will not be entitled to compensation of any kind including, but not limited to, abatement or reduction of Lease payments or rent due. LESSEE understand that Fitness Center access will be removed if LESSEE provides gym admission to any non-resident.

XVI. BREACH OF AGREEMENT, ATTORNEYS FEES, GOVERNING LAW AND VENUE:

The failure of LESSEE to perform any of the terms and conditions contained herein shall constitute a breach of this AGREEMENT and LESSOR may exercise all rights and remedies provided herein, including the right to terminate this AGREEMENT and evict LESSEE from the LEASED PREMISES. LESSEE shall pay all attorney fees and collection costs incurred by LESSOR during the course of LESSOR seeking compliance of LESSEE for LESSEE'S obligations contained herein. In the event either party to this AGREEMENT initiates any type of action in a court of competent jurisdiction or administrative proceeding to enforce legal rights against the other party, whether or not arising out of this AGREEMENT, the LESSEE shall pay LESSOR all attorneys' fees and legal expenses incurred by the LESSOR in the event that LESSOR is the prevailing party in such action. In the event LESSEE vacates the LEASED PREMISES prior to the end of this AGREEMENT term for any reason, or if LESSEE is evicted for any breach of this AGREEMENT, LESSEE shall remain responsible for all obligations of LESSEE contained herein, including payment of rent and other charges. Should LESSEE vacate the LEASED PREMISES prior to the termination of this AGREEMENT and fail to sublet as provided herein, LESSOR shall have the right to re-enter the LEASED PREMISES, take possession thereof and re-let the same for the balance of the term of this AGREEMENT for such rent and terms as LESSOR can reasonably secure to minimize its losses as a result of LESSEE'S breach. LESSEE shall pay the cost to re-let as well as damages in such event. Any default or breach of AGREEMENT under other leases with LESSOR, or any premises managed by JSM Management, Inc., shall be considered a default under this lease. LESSOR and LESSEE agree that the laws of the State of Illinois shall govern this Agreement, with the courts of Champaign County having sole and exclusive jurisdiction.

XVII. NECESSARY REPAIRS:

LESSOR agrees to make necessary repairs to the LEASED PREMISES. LESSOR further agrees to comply with all applicable building codes and repair all appliances and furnishings. LESSEE shall give written notice to LESSOR regarding any deficiencies in the LEASED PREMISES related to building codes or appliances and furnishings that do not work properly. LESSOR shall determine what constitutes necessary repairs in its sole discretion. LESSOR reserves the right to determine the nature, cure and course of action to be taken for all necessary repairs. LESSOR shall attempt to make necessary repairs within a reasonable time following receipt of notice of same by LESSEE or other source. However, LESSEE understands and acknowledges that emergency repair work will take precedence over other repairs and that delay may result when LESSOR has to wait for parts or replacement equipment from its suppliers. LESSOR shall bear the expense of all necessary repairs, except those caused or occasioned by LESSEE or their agents or guests. Repairs caused by LESSEE, their agents or guests will be charged to LESSEE as additional rent. In no event shall LESSOR be liable for losses or damages incurred by LESSEE due to the failure of equipment to operate or the necessity of repair. LESSOR further agrees to provide monthly pest control and trash removal service.

XVIII. LEASED PREMISES BECOME UNTENANTABLE:

If, by notice of a government agency of proper authority, the LEASED PREMISES become untenable by reason of fire, acts of God or other casualty, and shall remain untenable by such notice for more than 30 days, then either LESSEE or LESSOR may at his sole option terminate this AGREEMENT without further obligation of one party to the other. In the case of such termination by LESSEE, LESSOR shall handle LESSEE'S Security Deposit as provided for herein. Such termination of this AGREEMENT shall not be by reason of riots or strikes, order or acts of authorities not related to the untenability of the LEASED PREMISES or negligence of LESSEE.

XIX. APPLICATION INFORMATION:

LESSEE warrants that the information given in the Apartment Rental Application is true and accurate. Inaccurate or misleading information provided by LESSEE on the Apartment Rental Application shall constitute a breach of this AGREEMENT by LESSEE, with LESSOR retaining all rights and remedies provided for herein.

XX. MISCELLANEOUS:

In the event that LESSOR allows LESSEE to occupy the premises prior to the commencement date of the lease or after the termination date of the lease, the parties hereto agree that all of the terms and provisions of this lease shall be continuously binding on them from the time they are given possession of the premises.

XXI. PROVISIONS SEVERABLE:

If a court of competent jurisdiction at any time holds any portion(s), provision(s) or term(s) of this AGREEMENT invalid, the remainder of this AGREEMENT shall not be affected thereby and shall continue in full force and effect.

In consideration of the covenants and AGREEMENTS contained herein, the parties have executed this AGREEMENT, containing both Section 1 and Section 2:

LESSEE SIGNATURE: (1) _____

Security Deposit Percent: _____%

LESSEE SIGNATURE: (2) _____

Security Deposit Percent: _____%

LESSEE SIGNATURE: (3) _____

Security Deposit Percent: _____%

LESSEE SIGNATURE: (4) _____

Security Deposit Percent: _____%

LESSEE SIGNATURE: (5) _____

Security Deposit Percent: _____%

LESSEE SIGNATURE: (6) _____

Security Deposit Percent: _____%

AGENT for LESSOR: J.S.M. MANAGEMENT, INC., 505 S. Fifth St., Champaign, IL 61820 (217) 359-6108

AUTHORIZED AGENT: _____

SAMPLE