

**JSM LIVING, LLC**  
**APARTMENT RENTAL AGREEMENT**

**Unit Address:**

\_\_\_\_\_

**SECTION 1.**

This APARTMENT RENTAL AGREEMENT, hereinafter referred to as AGREEMENT, made and entered on \_\_\_\_\_ and between **JSM Living, LLC**, 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:

\_\_\_\_\_, in the building situated at \_\_\_\_\_, and the shared areas of the building, hereinafter referred to as the LEASED PREMISES, for residential purposes only, and be occupied only by Lessee identified above, LESSOR has the right to reassign LESSEE'S unit number to a comparable unit as reasonably determined by LESSOR, for a term beginning noon on \_\_\_\_\_ and ending on \_\_\_\_\_ at 11:00 p.m. prevailing time.

**II. SECURITY DEPOSIT:**

LESSEE agrees upon execution of this AGREEMENT to deposit with LESSOR the sum of **«security\_deposit\_total»** to be held by LESSOR as a Security Deposit as described herein.

**III. 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:

\_\_\_\_\_ payments of \_\_\_\_\_ on or before the first day of \_\_\_\_\_ and (\_\_\_\_\_) on the first day of each and every month thereafter through \_\_\_\_\_

**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 payment is due following the expiration of said thirty-day notice period.

**V. PAYMENT TERMS SUMMARY:**

(\_\_\_\_\_) monthly payments of \$\_\_\_\_\_, due August 1<sup>st</sup> \_\_\_\_\_, through July 1<sup>st</sup>, \_

**VI. PAYMENT AND RETURNED PAYMENTS:**

LESSOR reserves the right to decline acceptance of personal or business checks, ACH or automatic withdrawal, or credit or debit card payments in which payment will be made Certified Funds (Bank cashier's check or money order). 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 events, amounts due remaining unpaid will be subject to applicable late charges until paid in full. LESSOR may re-deposit such payment and notify LESSEE of such re-deposit by mail. No payment will 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.

**VII. 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 if a balance remains on LESSEE'S account after the date payment is due, a monthly late fee in the amount of five (5%) percent of the outstanding balance will be added to LESSEE'S account. Fees are subject to change in accordance with state legislation. Payments shall be deemed to have been made as of the date received at JSM Living'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

which includes eviction of the PREMISES. LESSEE is responsible for maintaining a valid email address, phone number, and forwarding address on file with the LESSOR.

VIII. FURNITURE AND APPLIANCES:

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

Unit appliances are provided for the convenience of LESSEE but remain the property of LESSOR. LESSOR is responsible for maintaining and replacing any included appliances that fail due to normal wear and tear. LESSEE agrees to promptly report any malfunction or damage. LESSEE shall be responsible for the cost of repair or replacement if damage is due to misuse, negligence, or intentional acts. LESSOR reserves the right to replace appliances with similar models of equal or greater value at their sole discretion pending availability from the manufacturer or other unforeseen circumstances.

IX. 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 LESSEE and Roommate(s) or between Roommates, regardless of whether the Roommate(s) were selected by LESSOR or LESSEE. LESSOR agrees to a maximum of \_\_\_\_\_ individual LESSEES per Unit.

X. CARPET CLEANING:

LESSEE agrees to pay a cleaning fee of \_\_\_\_\_ as additional rent for the first month of the lease term, this amount representing the cost of a professional carpet cleaning in the LEASED PREMISES.

Any damage to the carpet beyond normal wear and tear during the lease term will result in replacement fees, which will be charged, at the option of LESSOR, as additional rent during the lease term or against any Security Deposit pursuant to Section 2.II of this Lease 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 all persons establishing residency in 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 has received a complete copy of this AGREEMENT.

II. SECURITY DEPOSIT:

Upon execution of this AGREEMENT, LESSEE agrees to deposit with LESSOR a Security Deposit in the amount stated in Section 1 herein to secure LESSEE'S performance pursuant to this AGREEMENT. The Security 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 shall not use the Security Deposit as rent. In the event any part of the Security Deposit is applied to damage to the PREMISES or common areas, LESSOR shall account to LESSEE for said damage as required by applicable statutes and ordinances. In the event LESSEE vacates PREMISES prior to the end of the term of this AGREEMENT, 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 AGREEMENT to secure LESSEE'S obligations under the remaining term of this AGREEMENT. If more than one person signs this AGREEMENT as LESSEE, the returned Security Deposit balance shall be sent to all the LESSEES as they appear in this AGREEMENT in equal shares. LESSEE agrees all unpaid utility bills, unpaid rent, unpaid late charges and/or outstanding balances, including charges related to damage caused by LESSEE or LESSEE's guests, may be deducted from LESSEE'S Security Deposit at the termination of this AGREEMENT.

III. UTILITIES AND UTILITY CHARGES:

LESSEE shall, during the entire term of the AGREEMENT, maintain utility service to PREMISES exclusive of utilities provided by LESSOR pursuant to Section 1 of this AGREEMENT. The word utilities is used in its broadest sense and shall include, but not be limited to, electricity, natural gas, and water. LESSEE obligated utility charges shall be at LESSEE's sole expense and include utility-related municipal levies charged to PREMISES. Should LESSEE fail to maintain utility service to PREMISES, LESSEE agrees to pay as additional rent all charges caused by the transfer of utility service into LESSOR's name and associated utility usage charges. In the event LESSOR pays charges for utilities because of LESSEE's breach of the requirements of this AGREEMENT, LESSEE agrees to pay to LESSOR, in addition to said charges, **\$35.00** as additional rent as reimbursement for LESSOR's administrative time coordinating utility service.

For convenience, the local utility company's contact information is provided below:

Ameren Illinois (Electric and Gas) – (800) 755-5000

Should local utility company contact information change, LESSOR will provide guidance and information separately.

IV. LEASE TERMINATION AND HOLDOVER:

At the termination of this AGREEMENT by expiration or otherwise, LESSEE shall yield immediate possession of PREMISES to LESSOR and deliver all keys and access devices to LESSOR at the office of management for the PREMISES. If LESSEE fails to do so LESSEE shall, for each day or fraction thereof LESSEE continues to occupy the PREMISES, pay as additional rent a sum equal to two times the amount of daily rent provided for herein. LESSEE understands and agrees in the event of such post-term possession that in addition to the double daily rent as provided for herein LESSEE may be liable to the LESSOR for sums paid to the next occupants of 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 PREMISES at the termination of this AGREEMENT. LESSEE shall quit and surrender 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 PREMISES after LESSEE has vacated PREMISES 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. This AGREEMENT is not and cannot be modified or terminated, for any reason(s), including but not limited to: LESSEE's voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, VISA expiration, marriage, separation, divorce, loss of employment, bad health, property purchase, or as result of any change in university policy regarding online or virtual classes, or for any other reason

V. MILITARY PERSONNEL:

LESSOR agrees to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if LESSEE is seeking to terminate this AGREEMENT and/or subsequent renewals and/or extensions under the rights granted by such laws.

VI. SUBLEASING:

Any Current and Renewed LESSEE may sublet PREMISES with LESSOR'S prior written approval and consent. Such approval shall not be unreasonably withheld. LESSOR shall provide said consent if 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, in the event he sublets PREMISES, he shall remain liable for all obligations and duties as described herein for the remaining term of the AGREEMENT. Failure of LESSOR to object to any unapproved sublet of PREMISES, whether voluntary or involuntary, shall not constitute a waiver by LESSOR of any obligations or duties of LESSEE. Subletting shall be effective only upon execution by LESSOR, LESSEE and all Sublessees of a sublease agreement approved by LESSOR.

VII. DIRECT TRANSFERS:

LESSEE may be eligible to transfer to a different apartment within the same building for a renewed lease term, provided the following conditions are met:

- Current balance is paid in full.
- Direct Transfer Fee of **\$150** per LESSEE is paid in full at the time of lease signing.
- Security Deposit for the future apartment is paid in full.
- A new Rental and Lease Agreement and all Addenda with the new lease dates, rental amounts, and other updated terms are signed.
- A Transfer Policy with additional details is signed by the deadline given by LESSOR.
- LESSEE understands and acknowledges that any assessed damage and cleaning fees from their transferred of apartment will be charged on LESSEE's future apartment account.

All Direct Transfers must be approved by LESSOR; LESSEE shall be available during their transfer dates. Inability to be present during the transfer dates will result in LESSEE vacating their apartment and waiting for the building's normal move in date, deeming the LESSEE unqualified for a Direct Transfer. LESSEE acknowledges pending maintenance, painting or carpet cleaning will be completed after the transfer date, and only general cleaning will be completed by the transfer date.

VIII. DELAY OF OCCUPANCY:

Should the premises upon which the LESSEE is to reside is under construction on the date of this agreement and is not, presently, ready for occupancy, and in the event no other comparable unit is available: The parties hereto agree that if the LESSOR deems the leased premises does not contain substantially all of the appliances and furnishings in material compliance with the Apartment Rental Agreement or the Lessor has not obtained Certificate of Occupancy or a Temporary Certificate of Occupancy from the City of which the premises resides by the first day of the term of the lease, then Lessor shall pay each person identified as LESSEE under the Apartment Rental Agreement and said persons shall accept as liquidated damages, as full compensation for damages suffered by LESSEE because of LESSOR's default as described above the sum of **\$50.00** per LESSEE for each day the premises does not have a Certificate of Occupancy or a Temporary Certificate of Occupancy or does not contain substantially all of the appliances and furnishings in material compliance with the Apartment Rental Agreement. Said sums shall be paid to each person identified as LESSEE on a daily basis. LESSOR's obligation to make said payments shall cease upon the issuing a Certificate of Occupancy or a Temporary Certificate of Occupancy and the final installation substantially all of the appliances and furnishings in material compliance with the Apartment Rental Agreement. LESSEE shall make all rent payments as described in Paragraph III in Section 1 of the Apartment Rental Agreement. In the event that any rent payment is not made on time, pursuant to said paragraph, LESSOR shall have no obligation to make payment to any person designated as LESSEE as described above and LESSEE, agree jointly and severally to repay LESSOR



all sums received pursuant of this Agreement.

IX. PERMITTED USES OF COMMON AREAS:

LESSEE understands and agrees that common areas, including but not limited to halls, stairs, landings, lobbies, laundry rooms and parking lots, are not part of PREMISES and use of such areas is subject to rules adopted by LESSOR. LESSOR reserves the right to modify these rules from time to time during the term of this AGREEMENT, 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 PREMISES. 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 bicycle racks, if provided. Use of the common areas and parking lot(s) shall be at the sole risk of LESSEE and/or LESSEE's guest(s) and LESSEE agrees that LESSOR shall not be liable for injury or damage.

XI. NO PETS ALLOWED:

LESSEE shall not keep any pets (animals, domestic or otherwise) in or near PREMISES, or in the common areas, or in or around the building containing PREMISES. In the event LESSEE violates this Section, LESSEE shall immediately pay as additional rent **\$100.00** to LESSOR and additionally shall pay **\$100.00** per day for each day said pet(s) remains in the areas herein described. Payment of said sums shall not 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. LESSOR will permit LESSEE to have and keep in PREMISES a Service Animal, as defined by applicable disability laws, to accommodate LESSEE's physical or mental disability. Prior to having or keeping a Service Animal, LESSEE shall first submit to LESSOR written documentation from a licensed health care professional confirming active treatment of LESSEE's disability and the therapeutic use of a Service Animal; 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 PREMISES or common areas.

XII. NO SMOKING OR VAPING ALLOWED:

LESSEE acknowledges PREMISES and common areas are non-smoking and non-vaping and smoking and vaping are always prohibited in PREMISES and common areas, including, but not limited to, hallways, stairwells, elevators, courtyards, parking areas, and adjoining grounds. In the event LESSOR or LESSOR's agents or employees detect evidence of LESSEE or LESSEE's guests smoking or vaping in areas described herein, LESSEE shall be assessed and pay as additional rent **\$100.00** to LESSOR for each violation plus any and all cost required (as determined by LESSOR, LESSOR'S sole discretion) to remove such odor or burn marks from the PREMISES due to any smoking, including but not limited to repainting, replacing flooring and replacing upholstered furniture. Payment of said sums shall in no way grant LESSEE or LESSEE's guests consent to smoke or vape in the areas described herein. LESSEE shall be in material breach of this AGREEMENT for violation of this Section and be subject to eviction.

XIII. ACCESS TO LEASED PREMISES BY LESSOR & NOTICE:

LESSEE agrees to permit LESSOR reasonable access to PREMISES for the purpose of inspection, pest control treatment and inspection, touring for leasing purposes, or to make alterations including reconfiguration of PREMISES, or needful repairs, as LESSOR may see fit to make. LESSOR agrees to limit their access to PREMISES, except in case of emergency, 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 PREMISES. LESSEE shall not alter any lock or other attachment on any door of PREMISES or make any alteration which limits LESSOR'S access to PREMISES. LESSEE gives permission to LESSOR to contact LESSEE through email or any other electronic media for the purpose of serving notice and soliciting information through surveys.

XIV. NECESSARY REPAIRS:

LESSOR agrees to make necessary repairs to PREMISES. LESSOR shall determine what constitutes necessary repairs in its sole discretion and reserves the right to determine the nature, cure, and course of action to be taken for all repairs. LESSEE shall give prompt written notice to LESSOR regarding any deficiencies in PREMISES. LESSOR shall attempt to make necessary repairs within a reasonable time. LESSEE acknowledges emergency repair work will take precedence over other repairs and delay may result in waiting for parts or replacement equipment. LESSOR shall bear the expense of all necessary repairs, except those caused 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 damage incurred by LESSEE due to the failure of equipment to operate or the necessity of repair. LESSOR agrees to provide monthly pest control and regular trash removal service.

XV. LOCK CHANGES:

LESSOR agrees upon receipt of written request from LESSEE to change the lock and keys to the entry door of PREMISES and/or the associated mailbox lock and key. LESSEE agrees to pay LESSOR for such lock and key changes as the fees stated in rules adopted by LESSOR, which shall be payable prior to any lock or key change. LESSEE understands and agrees in the event he fails to immediately deliver all keys for entry doors and mailbox at the termination of this AGREEMENT, LESSOR may change the entry door and mailbox locks, and LESSEE shall pay for the lock changes as described herein.

XVI. LEASED PREMISES BECOME UNFITABLE:

If, by notice of a government agency of proper authority, PREMISES become unfitable by reason of fire, act of God or other casualty, and shall remain unfitable 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. Such termination of this AGREEMENT shall not be by negligence of LESSEE or by reason of riots or strikes or order or acts of authorities not related to the untenability of PREMISES.

**XVII. CARE OF LEASED PREMISES:**

A. If LESSEE or LESSEE's guests damage PREMISES or any common area, LESSEE agrees to immediately reimburse LESSOR for the cost to repair said damage, excepting normal wear and tear and existing wear and tear at the time LESSEE takes possession. In the event PREMISES or the structure containing PREMISES is damaged or destroyed by fire, misuse of plumbing, or other casualty caused by the intentional act or negligence of LESSEE, LESSEE shall be liable to LESSOR for all damages incurred by LESSOR. LESSEE agrees to pay the actual cost for any services made necessary by LESSEE'S failure to leave the PREMISES (including all fixtures, appliances and surfaces) in good and clean condition, except for normal wear and tear.

B. LESSEE and LESSEE's guests shall not:

- Make alterations, additions, or changes to PREMISES, including but not limited to painting.
- Install a waterbed in PREMISES.
- Puncture or scar wall or ceiling surfaces in PREMISES with hanging objects or decorations in such a manner as to cause and necessitate a repair to such wall or ceiling. Devices in walls which when removed leave a hole no larger than 1/16th of an inch will be permitted. To prevent costly damage to in-ceiling heating systems, no holes of any size are permitted in the ceiling of PREMISES.
- Attach a device of any kind to cabinets, appliances, glass, furnishings, doors, or trim.
- Cook or prepare food anywhere in the PREMISES or common areas except the kitchen.
- Behave in PREMISES or common areas in a manner placing 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.
- Drop or throw anything from PREMISES, balconies, walkways, rooftops, or other locations on any JSM Living, LLC property, violation of which will subject LESSEE to eviction.
- Permit barred individuals in PREMISES or common areas after being notified by LESSOR that said individual has been barred.
- Leave any trash, personal belongings, or other items in any open balcony space, limited to appropriate floor mats and/or door wreaths or signs. The determination of whether a doormat or door decor is appropriate is at the discretion of the LESSOR.
- Use hallways or common areas for bike storage, unless approved by management. All bicycles must be secured in the available bike racks (if applicable) or within LESSEE's apartment.
- Possess any illegal controlled substance, or illegal drug paraphernalia, engage in or threaten violence, possess a weapon prohibited by state law, discharge a firearm in the apartment community, display or possess a gun, knife, or other weapon in the common area in a way that may disturb other people.
- Display signs or banners from patios, balconies, windows, or any other area that would be visible from the exterior without prior approval from LESSOR.

C. LESSEE and LESSEE's guests shall:

- Maintain PREMISES (including all fixtures, appliances, and surfaces) and common areas clean and free of filth, garbage and hazards to health.
- Maintain utility services to PREMISES throughout the term of this AGREEMENT.
- Maintain sufficient heat in PREMISES to preserve a minimum inside air temperature of 65 degrees Fahrenheit. The LESSOR reserves the right to determine and adjust the required minimum temperature based on extreme weather conditions at the time of assessment. LESSEE agrees to allow LESSOR to adjust heat levels in PREMISES in LESSEE'S absence in the event LESSEE fails to maintain sufficient heat, 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, LESSEE shall be liable to LESSOR for a fee as reimbursement for cost incurred by LESSOR for making said adjustment.
- LESSEE and their guests are required to maintain the unit in a clean and orderly condition to prevent pest infestations. The determination of whether a unit is deemed clean, and orderly is at the discretion of the LESSOR. Obey all Federal, State and Local Statutes and Ordinances and LESSOR's Rules and Regulations while in PREMISES or common areas. LESSEE agrees that violating these Statutes, Ordinances, Rules and Regulations are grounds for eviction.

**XVIII. SMART TV AND SMART DEVICES:**

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

**XIX. 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 expenses for support and configuration of this service.

**XX. NOISE AND NUISANCE:**

LESSEE is required to not cause undue, excessively loud noise levels that may disturb other residents. All radios, televisions, stereos, or any other appliances or items which may cause noise, etc., must be turned down to a level of sound that does not interfere with other residents. Quiet Hours enforced by LESSOR will be complaint with the City Ordinance hours. No hand instruments shall be played on the premises at any time. LESSEE agrees to first attempt to resolve noise disturbances between themselves. If disturbances and or nuisances continue, LESSEE agrees to notify the local authorities and file a report for said action, then forward a copy of the police report to LESSOR. The LESSOR will investigate any complaints received concerning excessive noise levels, and violation fees may be assessed.

LESSOR reserves the right at any time to fine LESSEE, where permitted by law, or declare LESSEE in violation of the AGREEMENT due to excessive noise and disturbances.

**XXI. PHOTO AND VIDEO RELEASE:**

LESSEE hereby grants the LESSOR and its agents and affiliates (collectively, the "Released Parties") permission and a license to take, use, reuse, and publish the likeness of LESSEE and any minor occupants in all photographs or other electronic and/or digital media in any and all of our publications, including without limitation, any website entries, advertising websites, and any other marketing materials. LESSEE understands and agrees that these materials will become the property of the Released Parties and will not be returned. LESSEE agrees to irrevocably authorize the Released Parties to edit, alter, copy, exhibit, publish, or distribute this media for any lawful purpose whatsoever, including, without limitation, promotional and advertising uses. LESSEE waives the right to inspect or approve the finished product, including any written or electronic copy, wherein LESSEE's likeness appears now or in the future. In addition, LESSEE waives any right to payment, royalties, or any other compensation arising or related to the use of the media.

**XXII. RENTERS INSURANCE:**

LESSOR does not provide coverage for LESSEE's personal belongings, property damage, or bodily injury. It is the responsibility of LESSEE to obtain renter's insurance. LESSOR reserves the right to require LESSEE to obtain renter's insurance and provide proof of insurance. Each LESSEE on this AGREEMENT is required to obtain a minimum of \$100,000 in Personal Liability Insurance for the full duration of the lease term detailed in this AGREEMENT.

**XXIV. FITNESS CENTER AND STUDENT CENTER USE AND RELEASE OF LIABILITY:**

In consideration of LESSEE'S use of the exercise equipment and facilities at any Fitness Center premises and facilities at the Student Center premises provided by JSM Living, LLC, LESSEE expressly agrees JSM Living, LLC and/or its insurers, agents, employees, officers, directors, associates, contractors and the owners of Fitness Center and Student 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 and Student 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 Living, LLC and/or its insurers, agents, employees, officers, directors, associates, contractors and the owners of real estate located at Fitness Center and Student Center premises provided by JSM Living, LLC 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 Living, LLC and/or its insurers, agents, employees, officers, directors, associates, contractors and the owner of the real estate located at Fitness Center and Student Center premises provided by JSM Living, LLC 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 of 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 and Student Center Rules and Regulations imposed by JSM Living, LLC regarding the use of the facilities and equipment, as posted on [www.jsmliving.com](http://www.jsmliving.com) and/or in the Fitness Center and Student Center, and any amended Fitness Center and Student Center Rules and Regulations of which LESSEE is notified or are posted within the Fitness Center and Student 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 the use of exercise equipment involves risk of serious injury, including permanent disability and death. LESSEE understands 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 LESSEE's use of the facilities and equipment is to be allowed only during the time LESSEE is a current resident of property pursuant to the terms of this AGREEMENT and LESSEE has not in any respect breached the terms and conditions of this AGREEMENT.

LESSEE understands and acknowledges the JSM Fitness Center and Student Center 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 Living, LLC 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 understands that Fitness Center access will be removed if LESSEE provides Fitness Center admission to any non-resident.

**XXV. ENTRY CONTROL SYSTEM:**

If applicable, the electronic entry control system is provided as an amenity and may be suspended or eliminated at the sole discretion of the LESSOR. 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 for repair.

**XXVI. SECURED COMMON AREAS:**

If applicable, it is understood and agreed by both parties that within the secured residential common areas accessible exclusively by residential tenants inside the locked entry doors, LESSEE'S and their guests have sole access and control. Therefore, accumulated trash and/or damage which exceeds normal wear and tear to the secured interior or common areas shall be the responsibility of the LESSEE causing said trash and/or damage or LESSEE whose guest caused such trash and/or damage. The reasonable cost to remove such trash



or repair such damage, shall become additional rent under the AGREEMENT that is due and payable immediately. In the event that in the judgement of the LESSOR the responsible party cannot be determined, then the reasonable cost to remove trash or repair damage shall be divided equally among all the residential leases.

XXVII. LAUNDRY ROOM:

In the event that the PREMISES includes a laundry room, LESSEE agrees to abide by rules established by LESSOR which may be changed by LESSOR as LESSOR may see fit. LESSOR may, at its sole option, close or allow to remain closed such facility if the facility is subject to vandalism, abuse or for any other reason. The LESSEE agrees that the laundry room is not a part of the LEASED PREMISES; that the use of such areas is a privilege conferred on LESSEE subject to rules adopted by the LESSOR, and the LESSEE agrees that it shall abide by such rules at all times. The LESSEE further assumes the risk of any personal injury or property damage occurring to him arising out of the use of the laundry room and agrees that LESSOR shall not be liable for such injuries or damages. 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 laundry room.

XXVIII. MISCELLANEOUS:

A. LESSOR may bar individuals from PREMISES and common areas for conduct in violation of any of the terms of this AGREEMENT including but not limited to violation of Federal, State or Local Statutes and Ordinances or violation of LESSOR's Rules and Regulations. LESSOR may also bar individuals from PREMISES and common areas whose Lease was previously terminated by JSM Living LLC, prior to the end of that individual(s) lease, or who previously defaulted on said lease.

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

XXIX. APPLICATION INFORMATION:

LESSEE warrants 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.

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

The failure of LESSEE to perform any 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 PREMISES. LESSEE shall pay all attorney fees and collection costs incurred by LESSOR during the course of LESSOR seeking compliance for LESSEE'S obligations contained herein. In the event either party to this AGREEMENT initiates any 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. If LESSEE vacates PREMISES prior to the end of the AGREEMENT, 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 PREMISES prior to the end of the term of lease and fail to sublet as provided herein, LESSOR shall have the right to re-enter PREMISES, take possession thereof, and re-let the same for the balance of the term of lease for such rent and terms as LESSOR can reasonably secure to minimize its losses as a result of LESSEE'S breach. LESSEE shall pay LESSOR's cost to re-let as well as associated damages. Any default or breach of agreement under other leases with LESSOR, or any other premises managed by JSM Living, LLC, shall be considered a default under this AGREEMENT. LESSOR and LESSEE agree the laws of the State of Illinois shall govern this AGREEMENT, with the courts of Champaign County having sole and exclusive jurisdiction.

XXXI. 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.

AGENT for LESSOR: JSM Living, LLC  
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Champaign, IL 61820  
(217) 359-6108