



RESIDENT SELECTION CRITERIA STUDENT HOUSING

In an effort to achieve our goal of providing the housing environment you desire, all prospective applicants are required to meet established criteria to be considered for residency. The community uses great care and will always abide by Federal, State and Local Fair Housing Laws when processing all potential resident applications.

- A valid state or federally issued photo I.D. is required from all Applicants 18 years of age or older prior to showing any rental home.
- Where applicable, to qualify for residency, the Applicant must be currently enrolled and in good standing with the University.
- Occupancy standards are one (1) person per bedroom unless stated otherwise.
- Each Applicant must be of legal age to enter into a binding contract based on prevailing state law.
- Guarantors are required on student housing properties unless Applicant can qualify for credit on his/her own.
- Minimum income requirements do apply. Guarantor or Applicant must make three (3) times the rental rate to qualify for residency. If Guarantor or Applicant does not make three (3) times the rental rate, the Applicant may be required to pay an additional security deposit.
- A credit report will be run on the Guarantor (or Applicant if no guarantor). An unsatisfactory report may result in the denial of the application. An unsatisfactory credit report is one that reflects past or current bad debts, late payments, or unpaid bills, liens or judgments. If your application is denied for poor credit history, you will be given the name, address, and phone number of the credit reporting agency that provided the report, as well as other information required to be provided by the Fair Credit Reporting Act. A Guarantor or Applicant with little or no credit history may be required to pay an additional security deposit.
- A Bankruptcy that has not been discharged in the past seven (7) years will result in an automatic denial.
- Rental history on the Applicant will be verified. The application may be denied for a negative rental reference. A negative rental reference constitutes any outstanding balance, eviction, complaints or lease violations to a current or previous landlord.
- Criminal history will be checked on the Applicant. Any felony guilty plea or conviction will result in the denial of the application. Any misdemeanor guilty plea or conviction in the past 7 years involving a crime against persons or property or that is gang related, drug related (except for a single violation of simple possession of marijuana), theft related, prostitution related, sex-related, cruelty to animals related, terrorism related or violent in nature (“Serious Misdemeanor”) will result in the denial of the application. Listing on a national, state or local sex offender registry will result in an automatic denial of the application. Two or more DUI charges in the past 7 years will result in an automatic denial. Applicants listed on the OFAC (Office of Foreign Assets Control) Specially Designated Nationals list will result in an automatic denial. Any felony charge or Serious Misdemeanor charge reflected on an Applicant’s record which is still pending may also result in denial of an application. If your application is denied for criminal history, you will be given the name, address, and phone number of the credit reporting agency that provided the report. Ambling Management Company reserves the right to obtain additional criminal reports on any applicant in its sole discretion if it has reasonable cause to believe that a resident has been involved in criminal activity.
- Incomplete or falsified documentation will result in denial of the application.

The Rental Application Fee is Non-Refundable, regardless of the circumstances. Please review these policies carefully before submitting an application. We will consider all applications.

Applicant

Date





Rental Application

Name _____

Permanent Address _____ Cell Phone :(____) ____ - ____

City: _____ State: _____ Zip: _____ Home Phone:(____) ____ - ____

Local Address _____ City: _____ State: _____ Zip: _____

Driver's License Number: _____ State: _____

Social Security Number: ___ - ___ - _____ Date of Birth: __/__/_____

Current Class Standing (check one): Grad Junior Sophomore Freshman Non-Student

Anticipated Graduation Date: _____ School: _____

E-Mail: _____

Lease Start Date: _____ Lease End Date: _____

Parent Guardian or Emergency Contact:

Name: _____ Address: _____ City: _____ State: _____

Home Phone: (____) ____ - _____ Work Phone: (____) ____ - _____

Requested Room Mates: _____

All Fees should be in the form of a check or money order only made payable to University Village Housing. Security deposit payments must be made separate from any rental payments, or room mate payments.

By signing below, I represent that:

- a) All information contained herein is true and correct*
- b) I agree that the landlord where required will run a credit check on the Guarantor and a criminal background check on the Applicant to determine application approval.*
- c) My Security Deposit will be forfeited in full if my application is approved but I choose not to execute a lease agreement (applicable state laws apply) within 3 days.*
- d) I understand a financially responsible Guarantor is required for every lease and that this Guarantor must meet all approval requirements. Failure to provide a Guarantor or an extra security deposit equal to one month's rent does not release me from any financial obligations of the contract term.*
- e) I agree and understand that my permission is not required to lease vacant bedrooms in the apartment assigned to me.*
- f) I understand that Room mate compatibility is not guaranteed, and that University Village Housing does not consider Race, Color, National Origin, Religion, Handicap Status, Familial Status or Sexual Orientation while matching roommates.*

Applicant Signature

Date

Address: 2316 Woodfall Dr. Charleston, IL 61920 * Phone 217-345-1400 * Fax 217-345-1402 *
Website www.UniversityVillageHousing.com

LEASE AGREEMENT

UNIVERSITY VILLAGE HOUSING

Unit

THIS LEASE AGREEMENT ("Lease") made and entered into this _____ day of _____, **2010**, by and between:

Resident Name: _____ Resident Phone: _____
 Resident Address: _____ Social Security: _____
 Date of Birth: _____ Driver's License # _____

hereinafter called "Resident", and Ambling Management Company as authorized agent for Taurus Management Services, LLC, dba "University Village Housing," hereinafter called "Landlord".

For and in consideration of the rent to be paid and the premises to be let and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Resident agree as follows:

1. **Premises.** Landlord does hereby lease unto Resident and Resident hereby leases from Landlord a bedroom with bathroom ("Bedroom" or "Room") in the apartment community known as University Village Housing, 2316 Woodfall Drive, Charleston, Illinois ("University Village Housing" or "University Village Housing"), **Apartment unit ----- bedroom** ("Apartment"). Apartment shall be Furnished as defined in Section 4 herein. It is understood that the Resident's rental space (the "Premises") consists of the exclusive use and occupancy of the Bedroom in the apartment assigned by Landlord, along with the shared use and occupancy of the kitchen, hallway(s), living room, eating area and deck/patio with the other residents in the Apartment in which such bedroom is located. Under no circumstances may Resident or Resident's guest use the kitchen, living room, eating area, hallway(s) or deck/patio as sleeping quarters. Landlord shall assign Resident to a room and apartment at University Village Housing in order to accommodate, to the extent reasonable and as permitted by law, Residents' requests for the sharing of a particular apartment. Notwithstanding the foregoing, Landlord reserves the absolute right, with at least five (5) days notice to Resident, to relocate Resident to another room and apartment at University Village Housing, in which case Landlord shall assist Resident in moving Resident's personal property.
2. **Term.** The term of this Lease ("Term") shall begin and terminates, unless sooner terminated as hereinafter provided. This Lease continues regardless of Resident's ability to continue occupancy of the Premises, and Resident's (and Guarantor's) obligation to pay rent and perform all other obligations in this Lease continue until the Term ends and Landlord has been paid all sums due to it.
3. **Rental.** During the term of this Lease, Resident shall remit to Landlord as rent the sum of \$ paid in installments on or before the due dates shown below, without demand or set off, as follows:

	Amount	Due		Amount	Due		Amount	Due
1								
2								
3								
4								

Time of Rent payment is of the essence. In the event the Rent is not received by the Landlord on or before the due date, then, at the option of Landlord, such failure to pay on time shall constitute default. Tender is not available as a remedy to Resident; that is, if Rent payments are not paid on or before the due date, the delinquent payment of same will not cure the initial breach committed by nonpayment, unless such payment is received prior to the expiration of five (5) days after Resident's receipt of the five (5)-day default notice required herein. If Landlord elects to accept a late payment, then Resident shall pay, in addition to the Rent, a late fee of \$50.00 for each Rent payment more than five (5) days late. There will be a \$25.00 service charge on all returned checks. No checks will be accepted thereafter. Any monies remitted to Landlord shall be applied to any applicable fees, fines, or other charges first. The remaining amount, if any, shall be applied to Rent. Landlord can require Resident to pay any amounts due by cashier's check, wire transfer, or certified funds. Rent shall be payable to Landlord at its office located on the premises of University Village Housing.

4. **Furnishings.**
 - a. *Furnished Apartments.* Landlord will furnish the Resident's bedroom with the following: a full size bed, mattress, chest of drawers and desk. Landlord will also furnish the shared living/dining area with the following: a dining table with chairs, a sofa, end table, coffee table, a refrigerator, a range, a dishwasher and a washer/dryer.
5. **Utilities.** Each apartment unit has a separate meter for electric utilities. In the event the electric service is

activated at the time of move-in, Resident must activate service in their name within 5 days of the lease beginning date. Resident shall arrange activation of, and prompt payment for electric service to the Leased Premises as well as any additional telephone service or any other utility services that Resident reasonably requires. Neither Landlord nor its agent shall be liable for loss or damage resulting from the interruption of heat, water, sewer, telephone cable TV or any other utility services or malfunction of machinery or appliances serving the Leased Premises or any part of the Apartment Community in which the Leased Premises are located.

- 6. Security Deposit.** Resident shall deposit with Landlord the sum of \$99.00, as security for the faithful performance of Resident's promises and duties contained herein (the "Security Deposit"). Landlord shall pay interest to Resident on Security Deposit as required by Illinois law. Landlord shall deposit the Security Deposit with First Mid-Illinois Bank and Trust in Charleston, Illinois. Landlord may deduct from the Security Deposit amounts sufficient to pay (1) any damages sustained by Landlord as a result of Resident's nonpayment of rent or non fulfillment of the terms of this Lease; (2) any damages to the Premises for which Resident is responsible; (3) a carpet cleaning charge of \$100.00 per tenant. (4) any unpaid bills which become a lien against the Premises due to Resident's occupancy; (5) any costs of re-renting the Premises after a breach of this Lease by Resident; (6) any court costs incurred by Landlord in connection with terminating the tenancy; and (7) any other damages of Landlord which may then be a permitted use of the Security Deposit under the laws of the State of Illinois.(8) Applicable charges for painting and professional cleaning charges if needed. If Landlord uses or applies any of the Security Deposit during the Term, Resident shall immediately replenish it to its originally required amount. After having deducted the above amount, Landlord shall, if Resident's address is known to him, refund to Resident, within forty-five thirty (45) days after the termination of the tenancy and delivery of possession, the balance of the Security Deposit along with an itemized statement of any deductions. If Resident's address is unknown to Landlord, Landlord may deduct the above amount and shall then hold the balance of the Security Deposit for Resident's collection for a six (6) month period beginning upon the termination of the tenancy and delivery of possession by Resident. If Resident fails to make demand for the balance of the Security Deposit within the six (6) month period, Landlord shall not thereafter be liable to Resident for a refund of the Security Deposit or any part thereof.
- 7. Utilities and Services.** Landlord shall provide Resident with basic cable television and high-speed internet service, not wireless service. Resident acknowledges that an interruption in utility services may be completely out of Landlord's control; however, in the event of an interruption of any utility service Landlord agrees to use commercially reasonable efforts to reinstate the interrupted utility, even though such efforts may not be successful. None of the foregoing shall be construed as or constitute an eviction of Resident, or work an abatement of Rent, or relieve Resident from fulfillment of any covenant or agreement of this Lease.

Initial_____

- 8. Rules and Regulations.** Resident and his/her guests and agents, shall comply with and abide by all of the Landlord's existing Community Rules and Regulations, and such future reasonable rules and regulations as the Landlord may from time to time at its discretion adopt, governing the use and occupancy of the Premises and any common areas and facilities used in connection with it (the "Rules and Regulations"). Landlord agrees to notify resident in a timely manner when changes to the Community Rules and Regulations are adopted. A copy of the existing Rules and Regulations is attached hereto and the Resident acknowledges that he/she has read them. The Rules and Regulations shall be deemed to be a part of this Lease and a violation of any of them shall constitute a breach of this Lease giving to the Landlord all the rights and remedies herein provided. (In the event of conflict between the provisions of this Lease and the Rules and Regulations, the Rules and Regulations shall govern.)

Initial_____

- 9. Use and Conduct.** Resident may not conduct any commercial enterprise in the Premises. Resident may not have any handgun, firearm, or weapon of any type or any explosive, flammable or hazardous substance, or anything else of a dangerous nature in the Premises. Resident may not allow the misuse of alcoholic beverages in violation of Illinois law or the Rules and Regulations, or the possession, use, sale or manufacture of illegal narcotics, marijuana, hypnotics, stimulants, hallucinogens or other similar known harmful or habit-forming drugs and/or chemicals in the Premises or at University Village Housing by Resident or Resident's guests. Resident may not smoke or allow its guests to smoke in the Premises or any indoor portion of University Village Housing with the exception of units specifically designated by Landlord as smoking units. Landlord will notify Resident as to the smoking status of the apartment unit prior to the beginning of the Lease Term.
- 10. Rental Application.** In the event the Resident has submitted a Rental Application in connection with this Lease (the "Application"), he or she acknowledges that the Landlord has relied upon the Application as an inducement for entering into this Lease and the Resident warrants to Landlord that the facts stated in the Application are true to the best of his/her knowledge. If any facts stated in the Rental Application prove to be untrue, the Resident shall be considered to be in default of this lease. Resident acknowledges that Landlord may conduct a criminal background check or other such investigation to determine Resident's compliance with the University Village Housing Qualification Guidelines and expressly consents to said criminal background check or other such investigation.

- 11. Resident's Obligations.** In addition to the other obligations of the Resident under this Lease, during the

Initial_____

Term of this Lease, Resident shall:

- a. use the Premises for residential use only and in a manner so as not to disturb his/her neighbors;
- b. not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance;
- c. keep the Premises, including, but not limited to, all plumbing fixtures, facilities and appliances, and yards used by Resident in connection with the Premises in a clean, safe, sanitary and presentable condition;
- d. comply with any and all obligations imposed upon Resident by applicable building and housing codes;
- e. dispose of all rubbish, garbage, and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and other refuse;
- f. use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as a part of the Premises (Resident shall be liable to Landlord for any damages caused by his failure to comply with this requirement);
- g. not deliberately or negligently destroy, deface, damage or remove any part of the Premises (including all facilities, appliances and fixtures) or permit any person, known or unknown to Resident, to do so;
- h. be responsible for and liable to Landlord for all damage to, defacement of, or removal of property from the Premises or University Village Housing, whatever the cause, except such damage, defacement or removal caused by ordinary wear and tear, acts of the Landlord, its agent, or of third parties not invitees of the Resident, and natural forces;
- i. permit Landlord or their agent to enter the Premises during reasonable hours for the purpose of (1) inspecting the Premises and Resident's compliance with the terms of this Lease; and (2) making such repairs, alterations, improvements or additions thereto as Landlord may deem appropriate;
- j. not to abandon or vacate the Premises during the Term of this Lease; and,
- k. abide by all laws and ordinances of the United States, the State of Illinois, and City of Charleston governments.

12. Permitted Occupants. The Resident shall not allow or permit the Premises to be occupied or used as a residence by any person other than him/herself and the other persons to whom the shared living area has been assigned by Landlord. Occupancy of the Premises is expressly reserved for Resident only. Occupancy at University Village Housing is strictly limited to two (2) residents per two-bedroom apartment, three (3) residents per three-bedroom apartment, and four (4) residents per four-bedroom apartment; provided, however, that the foregoing occupancy restrictions shall not apply to Residents who constitute a "family". A "family" means one or more persons under eighteen (18) years of age living with the person(s)'s parent(s) or legal custodian(s) (or the designee of such parent or custodian acting with the written permission of the parent or custodian). The term "family" also includes a person who is pregnant or in the process of securing legal custody of a person under eighteen (18) years of age. Occupancy restrictions applicable to a family are as follows: the number of persons in the family must not exceed two (2) persons and one (1) infant child (no older than six (6) months) for each bedroom rented by the family. If an infant child reaches an age older than six (6) months during the Term of the Lease resulting in a violation of the occupancy restriction set forth in the preceding sentence, then within thirty (30) days after the date on which such occupancy restriction is first violated (or such longer period of time as Landlord provides in writing), the Residents shall be required to either relocate to a unit within University Village Housing with sufficient available bedrooms to satisfy such occupancy restriction (and this Lease shall be amended to reflect the increased rent that will be due), or to vacate University Village Housing. Resident must by given written permission from the University Village Leasing office to allow a guest to stay in their unit for more than 3 days during the lease term. At the time a Resident allows a guest to stay in their unit for more than the allowed time, the Resident will be charged a minimum of an additional one months rent for their guest, a fine in the amount of \$100.00 and an additional \$50.00 per day fine until the guest is removed from the property.

13. Maintenance and Repairs. Landlord shall be responsible for all repairs and maintenance to the Premises, with the exception of (1) such repairs necessitated by Resident's intentional or negligent misuse of the Premises which shall be the responsibility of Resident; and (2) the replacement from time to time, as needed, of batteries in the smoke detectors and light bulbs in light fixtures in the Premises which shall be the responsibility of Resident. Resident shall promptly inform Landlord, or its agent, in writing, of any necessary repairs which need to be performed by Landlord. Resident shall keep the Premises and the items furnished by Landlord in good and clean condition. Landlord shall, upon actual receipt by Landlord of such notification, act with reasonable diligence in making such repairs, and this Lease shall continue and the Rent shall not be abated. Resident shall promptly reimburse Landlord for all costs for necessary repairs or replacements to the Premises, University Village Housing or any items furnished by Landlord necessitated by Resident's intentional or negligent misuse of the Premises, University Village Housing or any items furnished by Landlord.

14. Acceptance of Premises. Resident acknowledges that, upon move in, he/she will inspect the Premises and will sign a room condition form, and will responsibly and honestly state the true nature and cleanliness of the Premises. Resident agrees to return said room condition form within 48 hours days of Resident moving into Premises. Resident also acknowledges that no representation or warranty as to the condition or state of repair of the Premises has been made by Landlord or Landlord's agents.

15. Right of Entry. Landlord can enter the Premises (a) by passkey or otherwise at all reasonable and necessary times for inspection, maintenance, housekeeping, property management, or for any other

purpose reasonably connected with Landlord's interest in the Premises and to perform any work or other act necessary in such connection; (b) at any time in an emergency, without notice and without liability to Resident; (c) at times scheduled with Resident to show the Premises to prospective residents, lender, or purchasers.

- 16. Pets.** Except for (a) animals assisting disabled or handicapped persons, or (b) pets permitted under a Pet Addendum executed by Resident and Landlord, Resident and Resident's guests shall not keep any pet or animal on or about the Premises or on the University Village Housing property. Resident shall not allow a pet to visit their unit without written permission from Landlord.
- 17. Alterations.** All alterations to the Premises shall be done at the Resident's expense and at such times and in such manner as the Landlord may approve in advance in writing, in Landlord's sole discretion. All alterations, additions, and improvements to the Premises, whether made by the Landlord or Resident, shall become the property of the Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created.
- 18. Assignment and Subletting:** Resident shall not assign or sublet the Premises or any portion thereof without the express prior written consent of Landlord, and any assignment or subletting shall not constitute an invitation, nor be a waiver of Landlord's right, to grant consent for, or refuse consent to, any subsequent assignment or subletting hereunder. In the event of Landlord consents to an assignment or sublet, Landlord shall be permitted to impose an assignment fee or subletting fee of \$200 and to require Resident to execute an amendment to this Lease as a condition of said assignment or sublet.
- 19. Default/Landlord's Remedies.** In the event that Resident fails to comply with any of the terms and conditions contained herein or referenced hereto, or fails to perform any other promise, duty or obligation herein agreed to or imposed by law, such failure shall constitute a default under this Lease.

In the event of a default by Resident of the covenant to pay Rent or any additional Rent, Resident shall be given by Landlord five (5) days written notice of any default demanding payment of all outstanding Rent and/or additional Rent then due and owing to Landlord. Termination, forfeiture and any other remedies shall not be available to Landlord if within such five (5) day period Resident has corrected the default by paying in full all outstanding balances of rent and/or additional rent. In the event of a default by Resident of any other term or provision of this Lease, Landlord shall have the right to terminate the tenancy herein created by serving Resident with a ten (10) day notice to quit and terminate such tenancy, which termination shall be effective after the expiration of such ten (10) day period. If Resident fails to cure the default, in the case of the failure to pay rent and/or additional rent, or, after the expiration of ten (10) days after serving Resident with a notice of default of any other term or provision of this Lease, then Landlord may either (a) consider this Lease terminated effective after the applicable five (5) day or ten (10) day notice period; or (b) with due process, terminate Resident's right to possession of the Premises without terminating this Lease. In such instance and as applicable, the parties shall have the following rights and obligations:

- a. Landlord shall be entitled to immediate possession of the Premises and Resident shall peacefully surrender the Premises to Landlord upon its demand;
- b. Should Resident fail to surrender possession of the Premises, Landlord shall re-enter and retake possession through a summary ejectment proceeding or expedited eviction proceeding pursuant to Illinois law;
- c. In the event that Landlord terminates this Lease, all its duties under this Lease shall terminate and it shall be entitled to collect from Resident all accrued and unpaid rents, penalties and damages arising under this Lease;
- d. In the event that Landlord terminates Resident's right to possession without terminating the Lease, Resident shall remain liable for the full performance of all terms and conditions under this Lease and Landlord shall use reasonable efforts to re-let the Premises on Resident's behalf and Resident shall remain liable for any resulting costs, deficiencies or damages. Resident specifically understands and agrees that in the event Resident breaches this Lease prior to the end of the lease Term, Resident remains responsible for the monthly rental amount owed under this Lease until the Premises is re-rented or the lease Term ends, whichever event occurs first.
- e. In the event Landlord terminates this Lease or terminates Resident's right to possession of the Premises without terminating the lease, Resident shall pay as additional rent to Landlord an administrative fee of two-hundred fifty dollars (\$250). This amount for an administrative fee shall be in addition to court costs, attorney's fees, and any other monetary damages or costs arising under the terms of this Lease.
- f. Landlord shall have the option to submit any unpaid charges owed by resident to a collection agency, in which event Resident also shall be liable for all fees charged by the collection agency.

Resident agrees that Landlord shall be entitled to recover from Resident reasonable attorneys' fees and all other costs incurred by Landlord in the enforcement of the terms, covenants and provisions of this Lease.

- 20. No Waiver.** No failure by Landlord to exercise any rights hereunder to which Landlord may be entitled shall be deemed a waiver of Landlord's right to subsequently exercise same. Resident shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of Landlord's failure to timely assert its rights. No acceleration of rentals, regardless how often occurring, which Landlord chooses to ignore by thereafter accepting rental or other performance by Resident shall constitute a waiver of the right to thereafter accelerate rentals.

- 21. Parental or Sponsor's Guaranty.** Landlord requires a guarantee signed by Resident's parent or other sponsor in the form of the Continuing Parental or Sponsor Guaranty attached to this Lease. If Resident delivers a forged or otherwise false or invalid Guaranty, then Landlord may pursue civil or criminal penalties in addition to its other remedies. Notwithstanding the foregoing, Landlord may accept an additional security deposit equal to one month rent and no parental or sponsor guaranty will be required. Failure to supply Landlord with an approved Parental or Sponsor's Guaranty or failure to pay additional security deposit does not release Resident from the Lease obligation. Approved Guaranty or additional security deposit must be turned into the leasing office before the Resident will be allowed keys.
- 22. Eminent Domain and Casualties.** Landlord shall have the option to terminate this Lease if the Premises, or any part thereof, is condemned or sold in lieu of condemnation or damaged by fire or other casualty or if compliance with applicable building or housing codes requires an expenditure which, in the Landlord's reasonable opinion, is uneconomical.
- 23. Resident's Insurance.** Resident shall be responsible for insurance of all of his/her personal property located or stored upon the Premises against the risks of damage, destruction, or loss resulting from theft, fire, storm, and all other hazards and casualties. Regardless of whether Resident secures such insurance, Landlord and its agents shall not be liable for any damage to, or destruction or loss of, any of Resident's personal property located or stored upon the Premises regardless of the cause or causes of such damage, destruction, or loss. Resident agrees to release, hold harmless and indemnify Landlord and its agents from and against liability, damages and expenses (including attorneys' fees) for property damage, injuries or death to the person of Resident, or to any members of Resident's household or family or any guests of Resident, resulting from any cause whatsoever, except only such personal injury caused by the negligent, or intentional, acts of the Landlord or his agents.
- 24. Resident's Duties Upon Termination.** Upon any termination of the tenancy created hereby whether by Landlord or Resident and whether for breach or otherwise, Resident shall: (1) pay all utility bills due for services to the Premises for which he/she is responsible and have all such utility services discontinued; (2) vacate the Premises removing therefrom all his/her personal property of whatever nature; (3) properly sweep and clean the Premises, including plumbing fixtures, refrigerators, stoves, and sinks, removing therefrom all rubbish, trash and refuse; (4) make such repairs and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, in the same condition as when this Lease was executed, ordinary wear and tear excepted; (5) fasten and lock all doors and windows; (6) return to Landlord the keys to the Premises; and (7) notify Landlord of the address to which the balance of the Security Deposit may be returned.
- 25. Notice.** All notices required under this Lease shall be in writing and shall be deemed properly served when posted on Residents door, personally served, or when posted by certified United States mail, postage prepaid, return receipt requested, addressed to the party to whom directed at the following address or at such other address as may be from time to time designated in writing:
- | | |
|--------------|---|
| TO LANDLORD: | Address to which rental payments are sent |
| TO RESIDENT: | Address of the Premises |
- Any notice required under this Lease shall also be deemed properly served upon Resident if served in a manner permitted pursuant to 735 ILCS 5/9-211, or any other applicable provision of the Illinois Forcible Entry and Detainer Act. Any properly addressed notice given herein by certified or registered mail shall be deemed delivered when the return receipt therefore is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities. Notices shall be deemed served upon posting. Any notice given herein by personal delivery shall be deemed delivered when received.
- 26. Delivery of Premises.** Landlord shall exercise a good faith effort with respect to delivering possession of the Premises to the Resident at the beginning of the lease Term as provided in Section 2 of this Lease. In the event Landlord does not deliver possession of the Premises to Resident on the first date of the Term, but Landlord does deliver possession within thirty (30) days after the first date of the Term, then rent shall be abated on a daily basis during the period of delay; however, if Landlord offers Resident alternative housing prior to delivery of the Premises that is acceptable to Resident, the rent shall not be abated. Landlord shall not be liable to Resident for any losses or damages related to such failure to deliver timely possession and any such failure shall not affect the validity of this Lease Agreement. If Landlord cannot deliver the Premises by the first date of the Term because another resident holds over, or for any other reason, Landlord shall not be liable to Resident for damages, but Resident will not be required to pay any rent until Landlord delivers possession of the Premises to Resident. If Landlord is not able to deliver possession to Resident within thirty (30) calendar days after the first day of the Term, Resident may cancel this Lease by written notice without any further obligation, and the Security Deposit and any rent payments made by Resident shall be refunded. Landlord shall not be liable for its failure to perform any provision of this Lease hereunder due to circumstances beyond its reasonable control, including but not limited to strikes, riots, fires, withheld governmental approvals, governmental mandates, or other uncontrollable acts of God or man.
- 27. Law Applicable.** This Lease is entered into in Illinois and shall be construed under the laws, statutes and ordinances of such jurisdiction.
- 28. Severability.** The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Landlord's option in full force and effect.

- 29. Easements, Restrictions and Rights of Way.** The Premises are demised subject to all easements, restrictions and rights of way legally affecting the Premises.
- 30. Binding Effect and Complete Terms.** The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Landlord and Resident and by their respective heirs, executors, administrators, successors and permitted assigns; provided, Resident may not assign or sublease this Lease except as provided in Section 18 hereof. All negotiations and agreements of Landlord and Resident are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Landlord and Resident.
- 31. Covenant of Title and Quiet Enjoyment.** Landlord covenants and warrants to Resident that Landlord has full right and lawful authority to enter into this Lease for the Term hereof and that provided Resident is not in default hereunder, Resident's quiet and peaceable enjoyment of the Premises shall not be disturbed by anyone claiming through Landlord.
- 32. Construction of Lease.** This Lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of same.
- 33. Amendment of Laws.** In the event that subsequent to the execution of this Lease any state statute regulating or affecting any duty or obligation imposed upon the Landlord or the manner in which Security Deposits shall be held, applied or refunded, is enacted, amended, or repealed, the Landlord may, at his option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this Lease or of the statutes in effect when this Lease was executed.
- 34. Non-Liability of Landlord.** Resident assumes all risk of loss or damage of Resident's property within University Village Housing or the Premises which may be caused by water leakage, fire, windstorm, explosion or other cause, or by the act or omission of any other tenant in University Village Housing. Resident agrees to and hereby does release, indemnify and hold harmless Landlord, its officers, agents and employees from and against any and all claims for injury, loss or damages to person or property and any related costs or expenses (including attorneys' fees), regardless of cause, arising out of or resulting from property damage, injury (including death) or loss alleged to have been sustained by Resident or any guests of Resident. Without in any way limiting or restricting the generality of the above, Landlord and its officers, agents and employees shall not be liable for any claims arising from acts of theft, burglary, vandalism, assault and other criminal activity committed on the Premises or University Village Housing.
- 35. Damage or Destruction of Premises.** If, in the opinion of the Landlord, the Premises should become untenable during the Term hereof because of damage or destruction by fire or other casualty, Landlord shall have the right to terminate this Lease, or move Resident to similar accommodations within University Village Housing and repair and restore the Premises. In the event of such damage or destruction to the Premises without the fault of Resident, his agents or invitees, Resident's obligations to pay rent hereunder shall be abated only if Landlord terminates this Lease, or does not furnish Resident with similar accommodations within the Property. If damage or destruction of the Premises or its furnishings is determined to be the fault of the Resident or Resident's invitees, then Resident and/or Guarantor agrees to pay for all repairs and damages (including replacement costs) beyond that attributed to normal wear and tear.
- 36. Excused Performance.** Landlord shall not be liable for its failure to perform any provision of this Lease due to circumstances beyond its reasonable control, including but not limited to strikes, riots, fires, withheld governmental approvals, governmental mandates, or other uncontrollable acts of God or man.

IN WITNESS WHEREOF, Landlord and Resident have signed and sealed this Lease as of the date first above written.

LANDLORD

Taurus Management Services, LLC

By: Ambling Management Company, its agent

By: _____(SEAL)

RESIDENT

_____(SEAL)

Print Name: _____

COMMUNITY RULES AND REGULATIONS

University Village Housing

The Landlord has issued the following Rules and Regulations, which are included as part of your Lease. You should read the following guidelines carefully. The Rules and Regulations are provided for the benefit of all residents with the expectation that through abiding by them, all residents will better enjoy life at University Village Housing.

1. Solicitation and/or canvassing of any kind, without the prior consent of the Landlord, will not be permitted in the Premises or about University Village Housing. Residents are requested to notify Landlord of any such activity.
2. Residents shall not hang or erect anything on or about the interior or exterior of the Premises or University Village Housing, nor place nails, hooks, etc. on interior or exterior walls or ceilings of the Premises or University Village Housing without the prior written consent of management. Attaching satellite dishes or radio antennas to any part of the Premises is expressly prohibited. Posters should be secured to walls using push pins or thumb tacks. Framed pictures or heavy wall hangings should be secured using proper picture hanging hooks that do not penetrate through the entire dry wall boards. Seek assistance from the University Village Housing maintenance staff if you have any questions. All interior and exterior doors of the Premises and University Village Housing shall remain free of nails, stickers, or any other additions to the original surface. To avoid marring the facilities, no posters or flyers are to be posted on exterior building walls, windows, or doors.
3. Pets or any animals are prohibited from being brought into the premises of University Village Housing without the expressed written consent of Landlord, except as provided in Section 16 of the Lease. Pet prohibitions apply to all mammals, reptiles, birds, fish and insects. Notwithstanding the foregoing, nothing herein shall be construed to prohibit seeing-eye dogs in University Village Housing for the visually impaired. In the event of a violation of this rule, a \$100 penalty will be assessed against the Resident, and Landlord, at its discretion, may declare the Resident in default. In the event of a subsequent violation, a \$200 penalty will be assessed against Resident and the Landlord, at its discretion, may declare the Resident to be in default. Unauthorized pets will be immediately removed from the Premises.
4. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously. In the event of an alarm, tenants are to vacate the premises immediately. Residents will be instructed by University Village Housing staff when they will be allowed to return to their dwelling. The intentional sounding of an alarm outside of an emergency situation is a criminal offense and a breach of the Lease. At lease commencement Landlord will test the smoke detectors in the Premises for proper operation and working batteries. Tampering or altering smoke detectors will result in a \$100.00 penalty.
5. Fire code prohibits storage or use of barbecue grills in or on any building, walkway, stairway or balcony. Grills found on the Premises or University Village Housing will be disposed of by Landlord. Community grills are available for tenants only. Grills and grill areas should be left clean for use by others.
6. The use of candles on the Premises is not permitted.
7. The following items are prohibited in University Village Housing :
 - a. Decals and stickers (with the exception of security ID stickers) because of damage to painted walls, windows, and other surfaces.
 - b. Construction barriers, street signs, newspaper machines, etc. because these constitute stolen property.
 - c. Liquid-filled furniture because of potential damage to the facilities.
 - d. Dangerous substances and chemicals including, but not limited to, automobile batteries, gasoline, acids and other dangerous chemicals.
 - e. Firearms, fireworks, and dangerous weapons because of the potential danger to other students. This includes, but is not limited to, pistols, rifles, BB guns, paint pellet guns, handbills, nunchucks, switchblades, explosives and dangerous chemicals. (will be removed from the premises if found)
 - f. Major appliances not provided by Landlord (such as washers, dryers, dishwashers, etc.) because of electrical and plumbing problems.
 - g. Aerials, masts and other short wave radio transmitting equipment because of FCC interference regulations and safety precautions.
 - h. Live-cut Christmas trees because they constitute a fire hazard.
 - i. Motorcycles, motor scooters, mopeds, or other internal combustion engines inside or adjacent to buildings.
8. Some small appliances, such as radios, televisions, irons, refrigerators not exceeding four cubic feet and microwaves not exceeding 600 watts are permitted. Propane space heaters and other open-flamed heating devices present a fire hazard and are prohibited. Any item prohibited by the fire codes of the city of Charleston, County of Champaign, or the State of Illinois is prohibited as well.
9. Landlord recognizes the right of Resident to entertain friends and have guests. Resident, members of Resident's family and guests shall at all times conduct themselves in an orderly manner, and shall not make or permit any loud or offensive conduct or otherwise disturb the comfort or quiet enjoyment of the other residents. Residents will be held responsible for the conduct of their visitors and guests. The

privacy and right to normal use of the Premises by Resident's roommate(s) must be respected by Residents when entertaining visitors and guests.

10. It is understood that Resident may have visitors or guests from time to time, but Resident expressly understands that occupancy of the Premises is limited to Resident and that guests must adhere to the Rules and Regulations and respect the rights of roommates. Any person occupying or otherwise staying in Resident's Room or Apartment as a guest for more than two (2) consecutive days shall be deemed a guest only if the prior written consent to such occupancy or stay is secured from Landlord, except that, under no circumstances, may such person's stay in the Room or Apartment exceed three (3) days.
11. All radios, televisions, stereo equipment or any other appliances or items which generate noise or sound, shall be turned down to a level that does not annoy or interfere with the quiet enjoyment of the other residents .
12. No percussive or electronically amplified musical instruments may be played on the Premises with the exception of scheduled events in common areas organized by the University Village Housing management or staff. Non-electronically amplified acoustic instruments may be played in the Premises or in University Village Housing at a level that does not annoy or interfere with the quiet enjoyment of the other Residents.
13. Driveways, sidewalks, courts, halls, entry passages, stairs and other public areas shall not be obstructed at any time. Bicycles may be parked or stored only in the areas provided for bicycle parking. Bicycles may not be chained to any exterior railings, trees, light poles, or any other structure. Bicycles may be removed from such areas by Landlord and a \$25.00 removal fee will be charged to the owner of the bicycle. Landlord shall not be liable for damage or loss of any bicycles.
14. Residents are not permitted to construct lofts, waterbeds, wall partitions, or any similar structure without the written consent of the Landlord, which consent may be withheld in the sole discretion of Landlord.
15. All organized parties must be planned in advance with and be approved in writing by the University Village Housing management.
16. Alcohol-related conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances. Residents of University Village Housing are expected to comply with all Federal, State, and Local laws regarding the possession, distribution, and consumption of alcohol.
17. Windows and doors shall not be obstructed. The use of foil and other similar materials over windows is not permitted. Window screens must remain permanently in place to fulfill their purpose and to avoid loss. In the event that Resident removes or damages the window screen, a charge of \$25.00 will be imposed for each offense, and payment must be made within ten (10) days from date Resident receives notice of the charge.
18. All trash and refuse should be placed in the trash compactors provided by Landlord and not left in the Premises or in any of the common areas, hallways, or similar places in University Village Housing. Residents SHOULD NOT deposit room or apartment trash in litter receptacles located throughout the grounds since these are intended for litter, not apartment trash or garbage. Residents should deposit items to be recycled in the appropriately designated recycle receptacles when available. A \$25.00 service charge will be immediately due and payable by Resident(s) for any refuse which is left outside Residents' apartment unit, placed in litter receptacles, or left elsewhere on University Village Housing property.
19. It is the responsibility of the Resident to clean and maintain her/his Room and Apartment in a sanitary and safe condition.
20. Parking is by permit only in specified areas. Possession of a parking permit does not guarantee the availability of a space. The optional garage parking fee is for rental of an enclosed garage (subject to availability). Parking double, in fire lanes, in staff spaces or spaces assigned to other tenants will result in the vehicle being ticketed or towed at vehicle owner's expense. Landlord is not responsible for damage that may occur during towing. Vehicle reconditioning, repair, maintenance (including changing of oil or changing tires) is not permitted on University Village Housing property. Washing cars is not permitted unless designated at a specific time and area by Landlord. Vehicles deemed inoperable or in disrepair by Landlord, may be removed at owner's cost if one day's written notice of intent to remove the vehicle is left in a conspicuous place on the vehicle. Parking in garages is by permit only. If said permit is granted, Resident is obliged to pay a fee determined by the Landlord as specified in a Garage Addendum. Failure to pay for a parking permit will result in removal at vehicle owner's cost.
21. The speed limit for motor vehicles is 5 MPH. Pedestrians have the right of way.
22. No furniture is to be removed from public areas or resident apartment units unless it is the property of Resident. Removal of such will be considered disorderly conduct or theft and the person or persons responsible will be liable to Landlord for all costs, expenses and charges for replacement or damages to such property.
23. Locks may not be altered, changed or added by Resident under any circumstances. Keys and electronic access cards are the property of Landlord and must be returned to Landlord at the end of Resident's occupancy. Duplication of keys is prohibited. Charges of \$25.00 per key will be made for each key that is damaged. Charges of \$50.00 will be made for each lost or damaged Electronic Access Card. Charges

of \$50.00 will be made to re-key the entire apartment due to a lost key. Landlord may, from time to time and without prior notice, change locks on an apartment for security purposes. Residents will be instructed to exchange keys at the leasing office. In the event of any missing apartment keys, the responsible resident shall pay for the lock change of the entire apartment, including the cost of new keys.

- 24. No recreational or sporting games in any form are permitted in the buildings, breezeways, balconies or parking lots. Resident may not have more than two guests at any time at University Village Housing's clubhouse or pool facilities.
- 25. No storage for unwanted furniture is available. Residents will be held responsible for furniture not returned to its original position prior to checkout. No furniture may leave the University Village Housing property at any time.
- 26. University Village Housing is a smoke free facility. Smoking is not allowed in the clubhouse. Smoking is permitted outside on the grounds provided that Resident properly disposes of cigarettes in a marked ashcan.
- 27. Baby-sitting is not allowed in University Village Housing with the exception of the children of University Village Housing Residents.
- 28. The use, sale, or distribution of illicit drugs will not be tolerated.
- 29. Resident may not trigger the overhead sprinkler system in his/her Apartment. A simple depression of the sprinkler head will result in a total draining of water from the system. Landlord will not be responsible for any damages resulting from such situations.
- 30. All signs, posters or other items must be approved by Landlord before they may be posted in any public area. Approved materials may be posted only in approved areas.
- 31. Throwing, dropping, or hanging any and all objects from windows and balconies in University Village Housing constitutes a danger to other residents and the facilities and is expressly prohibited.
- 32. Resident shall comply with all terms of the Consolidated Communications Use Policy, which is available from Landlord upon request, and which may from time to time be amended. Landlord shall not be responsible for disconnection of Resident's television and/or internet services due to violations of said policy, nor shall it be responsible for any reconnection fees charged by Pavlov Media.

EXCEPT AS TO PENALTIES OR FEES SPECIFICALLY SET FORTH IN THESE RULES AND REGULATIONS, LANDLORD MAY IMPOSE A PENALTY OF NOT MORE THAN \$300 FOR ANY VIOLATION OF THESE RULES AND REGULATIONS. ANY VIOLATION OF THESE RULES AND REGULATIONS ALSO CONSTITUTES A DEFAULT UNDER THE LEASE AGREEMENT AND SHALL ENTITLE THE LANDLORD TO PURSUE ALL REMEDIES AVAILABLE TO LANDLORD PURSUANT TO SAID LEASE.

RESIDENT ACKNOWLEDGES THAT RESIDENT HAS READ THESE RULES AND REGULATIONS PRIOR TO EXECUTING THE LEASE AGREEMENT, AND RESIDENT AGREES TO ABIDE BY THESE RULES AND REGULATIONS. DURING THE TERM OF THE LEASE, RESIDENT ALSO ACKNOWLEDGES THAT LANDLORD EXPRESSLY RESERVES THE RIGHT TO PROMULGATE ADDITIONAL RULES AND REGULATIONS APPLICABLE TO University Village Housing AND TO AMEND OR MODIFY ANY RULE OR REGULATION CONTAINED HEREIN AS LANDLORD FROM TIME TO TIME DETERMINES TO BE APPROPRIATE.

LANDLORD

Taurus Management Services, LLC

By: Ambling Management Company, its agent

By: _____(SEAL)

RESIDENT

_____(SEAL)

Print Name: _____

University Village Housing CONTINUING PARENTAL OR SPONSOR GUARANTY

MINIMUM GUARANTEED AMOUNT: \$

THIS GUARANTY AGREEMENT is executed by the person(s) whose name(s) are signed below ("the Guarantors") between and for the benefit of Taurus Management Services, LLC ("Landlord"). It is understood that _____ has applied to become a Resident in the apartment community known as University Village Housing, Champaign, IL (the "Property"). The Apartment Lease Agreement and Community Rules and Regulations are incorporated herein and will be signed by the Resident, subject to completion as appropriate. The Landlord requires, as possible condition of the acceptance of such Resident, that all obligations of the Resident with respect to the Apartment Lease Agreement and Community Rules and Regulations be personally and unconditionally guaranteed by the prospective Resident's parent(s), guardian, or other sponsor. This Guaranty shall be in force irrespective of the financial means of the Resident.

The undersigned represents that his or her relationship with the Resident is that of _____ (parent(s), guardian, uncle, aunt or specify other).

In order to induce Landlord to lease to the Resident identified above, the undersigned does hereby (if more than one, jointly and severally) guarantee the payment in full of all obligations under the Lease to be executed by the Resident or any renewal, extension or subsequent Apartment Lease Agreement (whether for the same or different unit), and to pay all amounts including fines imposed pursuant to the Community Rules and Regulations, or Attorney's fees incurred in the enforcement of the subject Apartment Lease Agreement or any renewal, extension or subsequent lease.

This Guaranty may be enforced against Guarantor(s) without the necessity of recourse against Resident or any other parties responsible. Guarantor(s) consent(s) that any proceedings to enforce this Agreement or related rights may be brought before the court sitting in the judicial district or circuit in which the apartments are located, and Guarantor(s) consent to personal jurisdiction of such courts and agree that they may be served with process by certified mail addressed to them at the address shown below. Any actions to enforce this Guaranty shall be governed by the laws of the State of Illinois.

The Guarantor(s) waive (1) renewal or notice of extension of time within which any payment of rental, damages or repairs or the performance of other obligations shall be due; (2) necessity of recourse against Resident; (3) any understanding that any other person, firm or corporation was to sign this Guaranty; (4) the incapacity or bankruptcy of Resident or any other Guarantor; (5) any notice of change or amendment to the Apartment Lease Agreement, the Community Rules and Regulations, or the right to any notice of default.

Failure of Landlord to enforce rights or recovery against other occupants of the unit and any third parties shall not release Guarantor(s), provided Guarantor(s) is only liable for payments or obligations of Resident whose name is set forth above in accordance with the terms of the Apartment Lease Agreement but shall be solely responsible as though Guarantor(s) were the Resident.

In addition to the amounts guaranteed, Guarantor(s) agrees to pay reasonable attorney's fees and all costs imposed under the terms of the Apartment Lease Agreement or required appropriate in enforcement of this Guaranty.

The guarantor certifies that the information below is true and complete. The Landlord and Ambling Management Company ("Manager") are authorized to use reasonable and necessary means to verify any of the information below and procure such other information that may be required to evaluate this application. By executing this Parental or Sponsor Guaranty, The Guarantor grants Manager or Landlord permission to perform a credit check on the Guarantor.

GUARANTOR INFORMATION (TO BE COMPLETED BY GUARANTOR)

EXECUTED this _____ Day of _____, 200 _____.

Guarantor's Printed Name Spouse's Printed Name

Guarantor's Address City State Zip Code

(_____)
Telephone Social Security No. Date of Birth

Guarantor's Employer # of years at job Employer Phone Number

\$ _____
Combined Household Gross Income Guarantor's Signature Spouse's Signature

NOTARY INFORMATION (TO BE COMPLETED BY NOTARY)

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE _____ DAY OF _____, 20 _____.

COMMISSION EXPIRATION DATE NOTARY PUBLIC SIGNATURE

NOTICE: THIS DOCUMENT MUST BE NOTARIZED

THE EXECUTION OF THIS DOCUMENT IS A MATERIAL INDUCEMENT FOR LANDLORD TO ENTER INTO A LEASE CONTRACT, AND LANDLORD IS FULLY RELYING UPON THE DUE AND VALID EXECUTION BY THE PERSONS WHOSE NAME(S) ARE SHOWN ABOVE. LANDLORD RESERVES ALL RECOURSE, CIVIL OR CRIMINAL, IN THE EVENT OF A FALSE OR FORGED EXECUTION HEREOF. FURTHER, THIS AGREEMENT SHALL REMAIN IN EFFECT FOR THE ENTIRE TERM OF THE APARTMENT LEASE AGREEMENT, OR ANY SUBSEQUENT APARTMENT LEASE AGREEMENT, IN WHICH THE RESIDENT HAS ENTERED.

Property Staff Member: Signature: _____
Name Printed: _____