

LEASE CONTRACT

All residents are required to sign a Lease Contract to live at a community managed by Peak Campus ("Peak Campus"). You are encouraged to review the Lease Contract with your parent, guarantor, legal guardian or other advisor before agreeing to the terms of the Lease Contract. **YOU ARE URGED TO READ THIS LEASE CONTRACT CAREFULLY!**

This is a **LEGALLY** binding document that holds you responsible for paying rent on a specific Unit Type within a price range, as listed below. If an Exclusive Bed Space in that Unit Type is not available, the management team will work to get you in a different Unit Type or refund your Administration Fee and release you from this Lease Contract. If an Exclusive Bed Space is available in the Unit Type, you are held responsible for the Term of the Lease Contract.

You must be at least 18 years of age to execute this Lease Contract. However, if you are 17 years of age, you can execute this Lease Contract so long as you have a guarantor that is at least 18 years of age or older.

The terms used in this Lease Contract are defined:

- **Rent:** "Rent" shall be paid in 12 equal installments of \$TBD ("Rent Installment") (plus any incidental additional charges including, but not limited to, Additional Rent, as set forth in this Lease Contract and all applicable fees, collectively, "Rent") for the Term of this Lease Contract. Rent will be due on the 1st day of the month. Rent is paid on an installment plan that is unique to student housing versus the first month of prorated rent in traditional apartment housing. Instead of prorating rent and charging a higher rate in subsequent months, Owner takes the total sum of Rent and divides it into equal installments. The breakdown of a Rent Installment is set forth below:

Base Rent:	\$TBD
Other Fees Total:	\$0-\$50.00PREMIUM
Short Term Fee:	\$
Peak Protection Service (must be a registered student to participate):	\$10.00*
Amount of each Rent Installment:	\$TBD

Concession Granted:

- **Application Fee:** "Application Fee" shall mean the non-refundable fee required by Owner to process the Application. The Application Fee covers Owner's time and expense in obtaining information about you such as checking your references and obtaining and reviewing your consumer report.
- **Administration Fee:** "Administration Fee" is a one-time fee required by Owner. The Administration Fee includes items such as the preparation of this Lease Contract and related Documents, setting up your account ledger and other time, costs and expenses associated with the processing of this Lease Contract. The Administration Fee will be refunded to you ONLY if: i) an Exclusive Bed Space cannot be leased to you, ii) your Application is not approved by Owner, or iii) you withdraw your Application within **72 hours** after signing the Application (pursuant to the terms of the Application). Otherwise, the Administration Fee shall be retained by Owner as liquidated damages, including but not limited to situations where you either: i) fail to sign this Lease Contract after approval by Owner, or ii) 72 or more hours have passed after your execution of the Application. You agree that Owner's damages from your failure to sign the Lease Contract or attempted withdrawal of your Application are difficult to ascertain, and the Administration Fee is a reasonable estimate of those damages.
- **Common Areas:** "Common Areas" are those areas located within the Unit that are not exclusively leased to other persons residing in the Unit.

- **Community Areas:** "Community Areas" are those areas located in the Community to which all residents of the Community have general access (such as amenities, hallways, breezeways, lobbies, courtyards, study rooms, etc.).
- **Amenities:** "Amenities" are those areas specifically set forth in the Rules and Regulations for the Community.
- **Telecom Fee:** "Telecom Fee" is a fee required by Owner. The Telecom Fee includes the cost of set up and management of cable, Internet and utility management services.
- **Lease Contract:** This "Lease Contract," which includes this document, the Rules and Regulations, and all other applicable addenda referred to in this document or executed by the Resident and incorporated by reference into this document.
- **Execution Date:** "Execution Date" shall be the date on which this Lease Contract was executed by Resident.
- **Owner:** "Owner" shall be the Owner, Bainbridge CC Urbana Apartments REIT, Inc.; Owner's Agent, Everest Campus Central, LLC; and the Community, Campus Circle.
- **Resident:** "Resident" shall be: TBD
- **Guarantor:** "Guarantor" (the person who is legally responsible for all financial obligations of Resident) shall be as stated in the Guaranty of Resident Obligations Form.
- **Roommates:** "Roommates" shall be the persons occupying the other exclusive bed spaces within the Unit and sharing the Common Areas.
- **Exclusive Bed Space:** "Exclusive Bed Space" is your sole (if Bedroom is private) or shared (if Bedroom is shared) use of a bedroom ("Bedroom") in a unit ("Apartment" or "Unit").
- **Premises:** "Premises" shall be an Exclusive Bed Space in a TBD (Unit Type) at Campus Circle (the "Community") located at 1010 W. University Ave., Urbana, IL 61801 (Unit/bed number and Community Address). In the event the Exclusive Bed Space and/or the Unit are not assigned to Resident as of the Execution Date, Resident acknowledges that these will be assigned at a later date prior to Resident moving into the Unit. Resident acknowledges that Resident will sign an Exclusive Bed Space Addendum upon Owner's request, upon the same terms stated herein which identifies the Exclusive Bed Space and Unit. In the event Resident fails to sign the Exclusive Bed Space Addendum, Resident agrees that Owner shall have the right to identify such Exclusive Bed Space and Unit in a new or modified contract and that such designation shall be incorporated into this Lease Contract as if Resident has signed this Lease Contract identifying such Exclusive Bed Space and Unit.
- **Term:** The Term of this Lease Contract shall begin at 12:00 noon on August 20, 2018(the "Commencement Date") and end at 9:00AM on July 31, 2019 (the "Expiration Date").

Summary of Financial Charges

All installments and fees made payable to	Campus Circle 1010 W. University Ave. Urbana, IL 61801
NON-REFUNDABLE APPLICATION FEE • Renewals are not required to pay fees twice	\$35
ADMINISTRATION FEE • Renewals are not required to pay fees twice	\$150
TELECOM FEE – DUE WITH FIRST RENT INSTALLMENT • Annual Fee	\$55
SHORT TERM PREMIUM • Lease Contracts for less than 12 months are offered on a limited availability at specific communities. The additional fee will be added to the monthly installment of Rent. Contact your Community office for more information and regarding your specific move-in day.	Varies depending on Market Rent
INITIAL LATE CHARGE • Charged on the fourth (4 th) day of the month if Rent is not paid by the third (3 rd) day of the month. Rent is delinquent until Rent is paid in full up to a maximum of 5% of the monthly Rent.	\$25
DAILY LATE CHARGE • Charged per day beginning on the fifth (5 th) day of the month for a maximum of \$150.00. Rent is delinquent until Rent is paid in full.	\$5
RETURNED CHECK CHARGE FOR EACH RETURNED CHECK	\$30
TRANSFER FEE from Exclusive Bed Space to another exclusive bed space within the same Unit	\$100
TRANSFER FEE from Exclusive Bed Space to another exclusive bed space in a different unit	\$200
RECONNECTION FEE OF UTILITY SERVICES	\$75
Water / Sewer; Trash; Pest Control;	Included in rent

Internet; Cable TV	Included in Telecom Fee
CONSERVATION CAP TOWARD ELECTRICITY *Any fee for electricity usage up to the "Conservation Cap" amount will be included in the Rent; Residents who exceed the "Conservation Cap" amount will be required to pay the prorated overage	\$25 per Exclusive Bed Space/per month
HOLDOVER DAILY FEE In an amount of the existing monthly installment of Rent.	200% of monthly Rent
PET FEE (NON-REFUNDABLE) • Monthly Pet Rent (added to Base Rent)	\$250 \$25 per month

1. **RENT:** In consideration of Resident's compliance with the terms of this Lease Contract, Resident shall have the right to use and occupy the Exclusive Bed Space and other areas of the Premises on the terms hereof. The first Rent Installment shall be paid by Resident on or before July 1st, and the remaining Rent Installments shall be paid by Resident on or before the first day of each subsequent calendar month ("Due Date") without a grace period in advance and without demand, offset, or deduction until all Rent Installments have been paid to the Community at the property's management office or such other place as Owner shall designate. All other charges due for services provided or charges assessed, including, but not limited to, charges for violating the Rules and Regulations, are hereinafter collectively referred to as "Additional Rent." In the event any such charges are due under this Lease Contract by Resident, any amounts paid to Owner shall be applied to other such charges before applying amounts paid to the Rent Installment. If the payment tendered by Resident fails to satisfy the total charges outstanding, then Resident shall immediately pay the total balance due, plus any initial late charge and/or daily late charge, as applicable (collectively "Late Charges"), incurred by virtue of Resident's failure to timely pay all sums due from Resident to Owner. In the event local or state ordinances require hotel or other taxes are required by law, Resident is responsible for paying such taxes. In the event additional municipal taxes or fees are assessed, current or not yet enacted, then Owner retains the right to charge Resident all such sums, to the extent authorized by applicable law. All Rent Installments and all other charges due shall be paid by personal check, cashier's check, certified funds, or money order to Owner or by electronic payment if made available by Owner. Owner may offer to receive payments by credit card, check card, TeleCheck, check clearing machine, or by direct bank transfer, and Owner reserves the right to charge reasonable processing fees for such payment methods as allowed by applicable law. Owner shall have the right to refuse any tender of payment in cash and third party checks. Owner is not responsible for or affiliated with any third party payment processor who may charge Resident a fee to use their online payment service to pay Rent and other charges. If Resident elects to use a third party payment processing service (via a web portal link on Owner's website, or other means), Resident waives all claims against Owner related to Resident's use of said service and further agrees to indemnify Owner for Resident's use of said service, to include any lost, missing, redirected or delayed payments, any downtime or website maintenance that may prevent Resident from paying Owner on time or Owner receiving payment on time; and any fees charged for any reason by the third party processor.

Payments made after the tenth day of the month must be paid by cashier's check or money order. If Resident elects to mail any payment, then it is Resident's responsibility to ensure that payment is received in the management office by the Due Date. Unless otherwise required by law, Rent Installments may not be withheld for any reason. After two (2) returned checks, all future Rent Installments owed must be paid in cashier's check or money order. Owner has the right to refuse to accept partial payments. In the event any Installment of Rent or other payment due hereunder is not paid in full at the property's management office or electronically, on or before the Due Date, Resident shall pay Late Charges as set forth herein, which amount shall be considered as Additional Rent. Late Charges are due and payable when assessed. If the Due Date falls on a holiday observed by Owner, payment must be made on the first day following the holiday. Resident shall pay Owner the amount as set forth herein as Additional Rent for any check returned to Owner. Said charges shall be due and payable immediately upon notification to Resident of such instance, and shall be in addition to any Late Charges resulting from the check's failure to be paid. Resident acknowledges the returned check charges and Late Charges specified herein represent an agreed upon charge for the administrative expense suffered by Owner as a result of such late payment and not payment for the use of money. Any returned check must be redeemed in cashier's check or money order. Partial payments will not be accepted on any returned check. Resident must not withhold or offset rent unless authorized by statute.

2. **DEPOSIT:** In the event Resident has deposited with Owner a deposit (the "Deposit") it shall serve as partial security for all of Resident's obligations under this Lease Contract. Interest shall be paid on Deposits held over six months in accordance with Illinois law and local ordinance. The Deposit will not be Owner's limit of damages if Resident violates this Lease Contract, and Resident may be liable for damages in excess of the

Deposit. Among other items, delinquent Rent payments and Late Charges, and the cost of labor and materials for cleaning and repairs in excess of "normal wear and tear" may be deducted from the Deposit. Resident shall have no right to have the Deposit applied to any portion of the total amount of Rent which may become due under this Lease Contract. Upon a sale and conveyance of the Community, Owner may transfer the Deposit to the new owner and upon such transfer, all of Owner's liability for such Deposit shall terminate and Owner shall have no further liability under this Lease Contract for events occurring after such transfer. Upon termination of this Lease Contract, Resident shall provide the Owner in writing with a forwarding address or new address to which any amount due from the Owner may be sent within 30 days of move-out along with an itemized statement of damage. If Resident fails to provide such forwarding address, then any amount due to the Resident shall be sent to the last known address of the Resident.

3. **ROOMMATES:** Resident acknowledges Owner has the right to assign a Roommate to any vacant exclusive bed space in the Unit before or during the Term of this Lease Contract without notice. Resident acknowledges that Resident is solely responsible for getting along with the Roommates, even if Owner placed Resident with the Roommates. Resident acknowledges that reasonable cooperation and respect will be afforded to all Roommates, and non-smoker rights prevail. Owner shall not be liable for any personal conflict of Resident with Roommates, Roommates' guests, licensees, or invitees, or with any other residents that reside at the Community. A conflict of any kind, between Resident and Roommates, or other residents that reside at the Community, does not constitute grounds for termination of this Lease Contract by Resident.
4. **POSSESSION:** If actual commencement of occupancy of the Premises is delayed, either by construction, repair, make ready, or holdover by prior resident, Owner shall not be liable for damages by reason of such delay. Owner has the right, but not the obligation, to provide temporary housing if it is available. If temporary housing is not available, the Rent Installment will be abated per diem and pro-rata during the period of such delay. Such delay will not affect any of the other terms of this Lease Contract. If Resident does not move in once the Premises are ready, to the fullest extent allowed by applicable law, Owner may sue for damages, including attorneys' fees, and may apply any deposits or monies of Resident in possession of Owner to Resident's outstanding balance.
5. **USE:** Resident shall occupy the Premises during the Term of this Lease Contract and use the Premises solely for residential purposes. Any activity which interferes with or decreases the use and enjoyment of the Community by other residents shall constitute a violation of this Lease Contract. Resident shall not carry on any organized business for remunerative purpose from the Premises. Resident is not allowed to occupy or use, or allow another person to occupy or use, an empty exclusive bed space within the Unit and Premises. In addition to its other remedies following a breach, Rent will be assessed to Resident as of the date Owner deems that an empty exclusive bed space is occupied or used. **With the exception of periods when school is not in session, Resident shall provide written notice to Owner of his/her anticipated absence from the Premises in excess of fourteen (14) days, no later than the first day of the extended absence. Willful failure to provide such notice may result in recoverable damages by Owner. Further, Owner may enter the Unit at times reasonably necessary during any period of Resident's absence in excess of fourteen (14) days.**
6. **CONDITION OF PREMISES:** Resident hereby acknowledges that the Premises are being delivered in "as-is" condition, and Resident's acceptance of the Premises at the beginning of the Term constitutes Resident's acknowledgment that the Premises, its fixtures and furniture are in good repair and reasonable condition, except as otherwise specifically noted on the Move-In/Move-Out Condition Form, which is to be completed by Resident within 24 hours of move in or according to applicable law. Resident acknowledges that the condition of the Premises will not be the same as the condition of any model unit Resident may have previously toured. If Resident fails to complete the Move-In/Move-Out Condition Form and return it to Owner, or specifically dissent in writing to any damage or defect when designated, then Resident waives the right to dispute any assessment of damages to the Premises upon Resident's surrendering possession of the Premises at the termination of the Lease Contract. Any personal property remaining in the Premises at the end of the Term shall be deemed abandoned by Resident and may be disposed of by Owner according to applicable law. Resident agrees to keep and maintain the Premises in a good, clean, and sanitary condition; otherwise, Owner may charge Resident any reasonable cleaning costs.

In accordance with fair housing laws, Owner will make reasonable accommodations to rules, policies, practices or services, and/or will allow reasonable modifications under such laws to give persons with disabilities access to and use of the Community. Owner may require Resident to sign an addendum regarding the approval and implementation of such accommodations or modifications, as well as restoration obligations, if any.

7. **EARLY TERMINATION OF LEASE CONTRACT:** Resident acknowledges, unless entitled to termination under any provision contained in this Lease Contract, there is no right to early termination of the Lease Contract and Resident will not be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of Roommates or occupants, loss of employment, bad health, or property purchase. In the event of Resident's death, all Rent, charges, removal and storage costs, and damages to the Premises are due until the Premises are vacated. However, Residents may have rights under Illinois law to terminate the Lease Contract in certain situations involving family violence, sexual assault, or stalking by providing the required proof per state law and Everest Campus' policy.
8. **ASSIGNMENTS/SUBLEASES:** Subletting is permitted as required by the Urbana municipal code. Resident shall not assign or transfer or sublease Resident's interest in the Lease Contract, or any part hereof, or any interest in the Premises without prior written consent of Owner, which shall not be unreasonably delayed or withheld. If Owner consents to an assignment/sublease of the Lease Contract, all rent and other payments must be made by the assignee ("Assigned Resident") directly to Owner. All assignees approved by Owner agree to comply with all the terms of this Lease Contract as if they had originally executed this Lease Contract. To the extent allowable by applicable law, Resident will remain liable to Owner for payment of the rent and other sums due under this Lease Contract and for performance of the obligations contained in this Lease Contract even after an assignment/sublease is approved by Owner. Consent shall be withheld until all fees are paid and replacement is fully qualified. Owner's consent to one assignment/sublease will not be construed as consent to any further request for an assignment or a waiver of Owner's right, in Owner's discretion, to consent to future requests.
- RENTAL PROHIBITED:** Resident agrees not to rent or offer to rent all or any part of the Premises to anyone else. Resident agrees not to accept anything of value from anyone else for the use of any part of the Premises. Resident agrees not to list any part of the Premises on any lodging rental website or with any service that advertises dwellings for rent.
9. **ALTERATIONS:** Resident shall not make or permit to be made any alterations, additions, or attachments to the Premises and/or Unit or any part thereof including, but not limited to, the patio/balcony or overhang, or affixing fixtures to the Premises, or changing or adding any locks without prior written consent of Owner. Resident may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Owner's property except as authorized by Owner in writing. A reasonable number of small nail holes from picture hanging are permitted as long as sheetrock repair or replacement is not required upon Resident's vacating the Premises. No additional phone or TV cable outlets, alarm systems, or lock changes, additions or rekeying shall be permitted except as required by law or by Owner's prior written consent. Resident may have the right to change or rekey the locks at the Premises only in accordance with 765 ILCS 705/15, after prior written notice to Owner. Victims of domestic violence may have rights regarding lock changes under the Safe Homes Act (765 ILCS 750/20).
10. **REQUESTS, REPAIRS, AND MALFUNCTIONS:** Resident shall promptly report to Owner, signed and in writing, all repairs, installations, service, or security related matters which need to be made to the Premises at the property's management office or designated place (except in the case of emergencies such as fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Written notes on Resident's oral requests do not constitute a written request from Resident. Compliance by Owner with any oral request does not waive the strict requirement for written notices under this Lease Contract. Resident must immediately notify Owner in writing of water leaks, visible mold, electrical problems, malfunctioning lights, utility malfunctions or damage, broken or missing locks, doors, windows, smoke detectors, or latches, and other conditions that pose a hazard to property, health, or safety. No abatement of Rent is allowed unless under Illinois law. Owner may change or install utility lines or equipment serving the Community if the work is done reasonably without substantially increasing Resident's utility costs. Owner reserves the right to relocate Resident to perform work or to avoid property damage. Owner may also temporarily suspend any utility or other service to the Community and turn off equipment as needed to do maintenance and/or repair and/or protect the Community, Premises, or Resident(s) from risk of harm or loss.

Resident shall be liable for, and shall pay, all costs and expenses for damages and repairs to the Premises or Community (including, but not limited to, the cost of replacing or repairing all broken or damaged furnishings or fixtures; any costs related to defacement or damage to walls, ceilings, floors, carpets and doors; and reasonable charges for Owner's overhead, administrative cost, and expense) caused by Resident's or Resident's guests' use, occupancy, abuse, carelessness or misuse. Such costs for repairs and damages shall

constitute Additional Rent. Resident shall immediately report to Owner all acts of vandalism and damage to the Premises or Community. Owner agrees to abide by applicable state law and local laws regarding repairs. A repair is considered an emergency if the situation places life or property in jeopardy and requires immediate attention. After-hours emergency repair requests can be made by contacting the management office directly at the advertised phone number and following the applicable answering service prompts.

11. **OWNER'S RIGHT OF INSPECTION AND ENTRY:** Resident agrees that Owner may enter the Premises and the Unit or other units at the Community upon at least 24 hours written notice at reasonable hours (considered 10:00 am to 8:00 pm on weekdays and 11:00 am to 8:00 pm on weekends) for any reasonable business purpose in accordance with applicable law, including, but not limited to: performing monthly unit inspections, repairs, pest control, or preventative maintenance; leaving notices; removing hazards or prohibited items under the Lease Contract; allowing entry by a law officer with a search or arrest warrant, subpoena or court order; displaying the Premises to prospective residents, government representatives determining housing or fire ordinance compliance, prospective buyers, insurance agents, lenders, contractors, and appraisers. In an emergency situation, Owner may enter without notice at any time to protect life or prevent damage to the Premises. Resident, by placing a work order for work to be performed, authorizes Owner to enter the Premises and the Unit for the purposes of completing that work order in a timely manner. If Resident refuses Owner the right of entry, Resident will be held responsible for any financial losses that are sustained by the Owner.
12. **RESIDENT'S RESPONSIBILITY FOR SECURITY:** Resident acknowledges that Owner has not made any representations, either written or oral, concerning the safety of the Community in which the Premises are located or the effectiveness or operability of any security devices or measures on the Premises or Community. Owner neither warrants nor guarantees the safety or security of Resident or Resident's guest(s) or invitee(s) against any criminal or wrongful acts of third parties. In the event an off duty police officer or patrol service patrols the Community, the officer and/or patrol service is not equipped to provide personal security to residents or their guests, or occupants of any unit. In the event cameras have been installed, these cameras are not monitored on a 24-hour basis and are not designed to provide personal security services. **Each Resident and their guest(s) or invitee(s) is responsible for protecting his or her own person and property.** Residents are encouraged to contact the local law enforcement agency in the event they have security concerns and contact 911 in the event of an emergency.

Resident acknowledges that security devices or measures, including, but not limited to, intrusion alarms, access gates, keyed or controlled entry doors, surveillance cameras, smoke detectors, fire extinguishers, sprinkler systems, or other devices, may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Resident agrees to immediately notify Owner of any malfunctions involving locks, doors, windows, latches, and smoke detectors. Resident is responsible for the proper operation and regular testing of all devices in the Premises, including, but not limited to, alarms and smoke detectors. Resident agrees Resident will not disable, disconnect, alter or remove the smoke detectors, locking devices, alarm system, sprinkler system, fire extinguisher, screens, or latches. In the event Resident chooses to have the intrusion alarm monitored, Resident must make arrangements with an independent company to activate and maintain the alarm system. In such case, Resident must provide Owner with the alarm code and any special instructions for lawful entry into the Unit when no one is there. Any charges resulting from the use of the intrusion alarm will be charged to Resident as Additional Rent, including but not limited to, false alarms with police, fire, or ambulance response, and required city permits or charges. In the event access gates are present in the Community, Resident agrees to follow all instructions and rules regarding the use of the gates (including, but not limited to, approaching the gates slowly with caution; not stopping where the gate can hit Resident's vehicle; not following or piggybacking another vehicle into an open gate; not forcing the gates open; not giving Resident's code, card, or remote to anyone else; not tampering with the gates). Owner has no duty to maintain the gates or fencing.

13. **PEAK PROTECTION:** As an added service to Resident(s), Owner will automatically include a \$10 per month per resident charge in this Lease Contract for Damage & Replacement Insurance through CSI Insurance ("Peak Protection Service"), which is not affiliated with Owner. Resident must be a registered student with a college or university in order to qualify for coverage. Owner is not responsible for processing or payment of any claims nor is it responsible for denial of claims. Participating resident must process claims directly with CSI Insurance according to its instructions. Owner will provide CSI Insurance Claims Department's contact information to Resident upon request. Resident may opt out of the Peak Protection Service by contacting the management office and completing the required Opt-Out Form, according to the terms and conditions of the Opt-Out Form. By completing the Opt-Out Form, Resident acknowledges that Resident shall not be allowed to file any claims for loss or damage to Resident's personal property under the Peak Protection Service, and

Resident shall be personally responsible for damage to Resident's property as stated above. Once the Opt-Out Form is signed, Resident will not be eligible for Peak Protection until the next lease term. Residents who do not pay the \$10 per month charge will also not have the benefit of this service and will be automatically opted out of the program, whether or not an Opt-Out Form is completed. The Peak Protection Service may be discontinued at any time (and the monthly charge for the service will be stopped). The insurance coverage may not cover all items desired by Resident, so Resident should review the policy and procure additional insurance as Resident deems necessary.

14. **RELOCATION:** For purposes of operating efficiently and harmoniously, Owner reserves the right at any time, upon **five (5) days'** prior written notice to Resident, to relocate Resident to another Bedroom in the Unit or to another unit within the Community. Owner will assist Resident in moving Resident's personal property and pay for rekeying if Owner requires transfer. **If Resident requests a transfer, and the transfer is approved by Owner, Resident will be required to pay a fee to transfer ("Transfer Fee").**
15. **CASUALTY:** In the event of fire or other casualty, Resident must immediately notify Owner. If the Premises are partially destroyed by fire or other casualty not attributable to the Resident or Resident's guest(s), licensee(s), or invitee(s), the Premises, may be promptly restored and repaired by Owner and any Rent Installment(s) for the period that the Premises is not livable shall abate, unless Owner provides Resident with alternative living space, in which event Rent Installment(s) will not be abated. However, if the Premises are substantially destroyed, then this Lease Contract may be terminated by Owner, in which event the remaining unpaid Rent Installments due hereunder shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, Resident expressly acknowledges that Resident shall not be excused from paying any Rent Installment if the damage or destruction to the Premises is the result of or attributable to Resident or the guest(s), licensee(s), or invitee(s) of Resident, and Resident shall be charged as Additional Rent for the cost of any repairs or clean-up.
16. **RESIDENT'S PROPERTY AND RENTER'S INSURANCE:** Resident is responsible for acquiring and maintaining Resident's own insurance on personal property, furniture, electronic equipment, clothing, motorized vehicles, boats, and valuables kept by Resident in or about the Premises, Unit, and Community. **Owner shall not be liable to Resident, Roommates, or their respective guests for any damage, injury, or loss to person or property (furniture, jewelry, clothing, electronic equipment, vehicles, and other valuables, etc.) from mechanical malfunction, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, or other occurrences unless such damage, injury, or loss is caused by the negligence of Owner. Resident expressly waives all claims for such injury, loss, or damage.** The Owner is not responsible for, and will not provide, fire or casualty insurance for Resident's personal property. Resident will be responsible for all damages caused by Resident, including but not limited to, fire, smoke, grease or cooking fires, or activation of the sprinkler system if applicable.
17. **OWNER'S PERMISSION OR CONSENT:** This Lease Contract and all applicable addenda constitute the entire agreement between Resident and Owner. No oral statements shall be binding. Owner's representatives have no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner. If any provision of this Lease Contract requires the written permission or consent of Owner, such written permission or consent may be granted or withheld in the sole discretion of Owner, may contain such conditions as Owner deems appropriate, and shall be effective only so long as Resident complies with such conditions. Moreover, any written permission or consent given by Owner to Resident may be modified, revoked, or withdrawn by Owner at any time, at Owner's sole discretion, upon written notice to Resident. Resident expressly agrees that Owner may provide information on Resident and Resident's rental history for law enforcement, governmental, or business purposes.
18. **NOTICES:** Resident shall, within five (5) days after occurrence, notify Owner, in writing, of any alleged violation by Owner of any of its obligations arising under this Lease Contract or otherwise. Failure of Resident to give such notification in writing within the time prescribed shall constitute a total and complete waiver of said alleged violation, and shall not be asserted by Resident as any grounds for nonperformance of Resident's obligations under this Lease Contract. Owner has designated Everest Campus Central, LLC as its agent for the purposes of managing and operating this Community and for exercising any of Owner's rights hereunder. Every notice or demand to Owner, whether pursuant to this Lease Contract or otherwise, must be in writing and must be delivered by certified mail, return receipt requested, to: Everest Campus Central, 2970 Clairmont Rd, Suite 310, Atlanta, GA 30329; c/o Vice President of Property Management. Owner may give Resident notice by any method allowed by applicable law. Unless otherwise provided by law, notice for all management purposes shall be considered as having been given and complete on the date such notice is postmarked,

placed in overnight delivery, telefaxed or hand delivered to Resident at the address of the Unit. Notices for entry into the Premises may be posted on the entry door of the Unit if permitted by law.

19. **DEFAULT BY RESIDENT:** Resident (and Resident's guests if applicable) agrees to abide by all federal, state and municipal laws, ordinances, regulations or orders (including, but not limited to, those pertaining to use of hazardous substances) as well as Owner's Rules and Regulations now in force and effect or which may be hereafter enacted. Resident will be in default if: (1) Resident fails to pay any Rent Installment or Additional Rent, as and when due hereunder; (2) Resident abandons the Premises; (3) Resident fails to perform any of his or her obligations hereunder; (4) Any information contained in Resident's Lease Contract Application is untrue or misleading; (5) Resident or Resident's guest(s) violates this Lease Contract, Rules and Regulations, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (6) Illegal drugs or paraphernalia are found in the Premises, whether or not Owner can establish possession (medical marijuana prescriptions shall constitute illegal drugs as a controlled substance pursuant to federal and state law); (7) Resident, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government; (8) Resident is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for a felony offense or a misdemeanor if the crime is of a sexual or violent nature; (9) Resident displays, discharges, or possesses a gun, knife (of certain dimension), or other weapon (or uses an ordinary object as a weapon), including, but not limited to, any pistol, revolver, rifle, shotgun, or other weapon designed or intended to propel a missile of any kind, throwing stars, nun chucks, and similar objects. **WEAPONS ARE NOT PERMITTED ANYWHERE IN THE COMMUNITY, INCLUDING YOUR UNIT; PROVIDED, HOWEVER, THAT NOTHING CONTAINED HEREIN SHALL BE DEEMED TO LIMIT ANY LAWFUL RIGHTS TO CARRY A WEAPON(S) AS PROVIDED BY LOCAL OR STATE LAW. Owner does not guarantee a firearms-free environment.**

Notices of Convictions and Registration. Resident must notify Owner within 15 days if Resident or any of Resident's occupants are arrested for or convicted of (a) any felony, or (b) any misdemeanor involving a controlled substance, violence to another person, or destruction of property. Resident must also notify Owner within 15 days if Resident or any of Resident's occupants register as a sex offender. Informing Owner of a criminal conviction or sex offender registration does not waive any rights Owner may have against Resident.

20. **OWNER'S DEFAULT REMEDIES:** If Resident is in default, Owner may, at its option, terminate this Lease Contract by written notice to Resident. In the event of non-payment of Rent, Owner may give a 5-day or a 10-day written notice to vacate. In the event of any other type of default, Owner may give ten days' written notice to vacate. The total cost of repairs for any and all damages caused by Resident or Resident's guests will be the responsibility of Resident. If Owner terminates this Lease Contract, Resident shall surrender possession of the Premises to Owner upon the date specified in such termination notice.

Owner's rights shall include, but shall not be limited to, terminating Resident's right to occupy the Premises or terminating the Lease Contract, at Owner's sole discretion, and regaining possession of the Premises in the manner provided by applicable law. Owner shall have the right to remove personal property remaining in the Premises deemed abandoned by complying with applicable law regarding seizure of personal property. It is understood that in the event Owner terminates a Roommate's right to occupy the Premises and Unit, it shall be a default under this Lease Contract by Resident for such Roommate to occupy the Premises and Unit. In addition, in the event of Resident's default, Resident shall be liable for, to the fullest extent allowed by applicable law, and shall pay: (i) all monthly Rent and other charges which are payable during the remainder of the Term of this Lease Contract; and (ii) any other sums that may be due pursuant to the Lease Contract or applicable law, including eviction costs incurred, as Additional Rent.

Notwithstanding the commencement of a judicial eviction or dispossession proceeding and the issuance and execution of a writ of possession on account of any default by Resident, Resident shall remain liable to Owner for all Rent Installment(s) and Additional Rent accrued through the date on which possession is obtained by Owner, and Resident shall continue to be liable for all Rent Installment(s) and Additional Rent accruing thereafter until the earlier of the expiration of the Term of the Lease Contract or the re-rental of the Exclusive Bed Space. It is intended that Owner's remedies for a default hereunder shall be as broad as permitted under applicable laws. The exercise of any one remedy shall not be deemed exclusive of the right to collect Rent, or of Owner's right to avail itself of any remedy allowed by law. In the event the Rules and Regulations now or hereafter enacted prescribe warnings and/or charges for certain actions of Resident which may constitute violations of this Lease Contract, Owner may elect, in its sole discretion, to enforce the default and/or termination provisions contained herein or to enforce the provisions of the Rules and Regulations. Resident shall be responsible for all reasonable legal fees and costs connected therewith to the extent allowed by

applicable law, provided that Resident is also entitled to recover such legal fees upon the same terms if successful in such legal action. Resident must pay all collection agency fees if Resident fails to pay all Rent due within 10 days after Owner sends a letter demanding payment and stating that collection agency fees will be added if Resident does not pay all Rent by that deadline. Owner may report unpaid Rent or other charges to the applicable credit reporting agencies for recordation in Resident's and Guarantor's credit record.

All unpaid amounts will bear interest at the current rate set by Illinois law from the date originally due through the date of payment.

21. **GUESTS:** Resident is responsible for the safety, negligence, and actions of Resident's guest(s), invitee(s), family, and licensee(s). Resident must accompany and supervise Resident's guest(s) at all times in the Premises, Amenities, and Community because any violation of this Lease Contract by Resident's guest(s) shall be considered a violation by the Resident. Owner has the right to exclude guests or others who, in Owner's sole judgment, have been in violation of the law, the Lease Contract or any rules of the Community, or disturbing other residents, neighbors, visitors or Owner's representatives. Owner can also exclude a person who refuses to or cannot identify himself or herself as your guest. Guest(s) are not allowed to spend more than three (3) consecutive nights or more than six (6) nights in any one month in the Premises. Resident agrees that Resident and Roommates shall not have more than ten (10) persons in the Premises and Unit at any one time. Resident further agrees that there shall be no more than five (5) persons on balconies, decks or patios at any one time. Balconies and decks were not designed to support excessive loads for prolonged periods. Guests are not allowed to have any Resident's keys, keycards, fobs, or garage remotes in their possession at any time.
22. **ANIMALS:** No animals are allowed, even temporarily, anywhere in the Premises or the Community unless Owner has previously so authorized in writing. If Owner allows an animal (a dog or cat), Resident must sign a separate animal addendum and pay a pet fee ("Pet Fee"). A Pet Fee is non-refundable. Owner will authorize a support animal as a reasonable accommodation related to a disability, pursuant to applicable law. Owner may require a written statement from a qualified professional verifying the need for the support animal. Resident must not feed stray or wild animals. Resident will also be responsible for any pet deposit and/or monthly pet rent required by this Lease Contract.

If Resident or any guest or occupant violates animal restrictions (with or without Resident's knowledge), Resident will be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during Resident's term of occupancy (with or without Owner's consent) Owner will charge Resident for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal removal charges are liquidated damages for Owner's time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. Owner may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of the Default by Resident section of this Lease Contract. Owner may (but is not required to) keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, Owner will not be liable for loss harm, sickness, or death of the animal unless due to Owner's sole negligence. Owner will return the animal to Resident upon request if the animal has not already been turned over to a humane society or local authority. Resident must pay for the animal's reasonable care and kenneling charges. Owner has no lien on the animal for any purpose.

23. **RENEWAL:** If, prior to the Expiration Date of the Term, Resident executes a binding lease contract with Owner for the next succeeding term (a "New Lease Contract"), the terms of this Lease Contract shall continue in full force and effect (without, however, any obligation of Resident to make any additional payment of Rent or Rent Installments hereunder) until the beginning of the term provided in the New Lease Contract (the "New Term"). Nevertheless, Resident shall remain liable for all amounts of Additional Rent which may be or become due and owing hereunder prior to the commencement of the term of the New Lease Contract. If Resident does not execute a New Lease Contract as and when required by Owner, Resident may not be able to maintain Resident's current Exclusive Bed Space, Premises, and Unit in the New Lease Contract. Should Resident default on the current Lease Contract, Resident will still be responsible for the current Lease Contract and the New Lease Contract.
24. **MOVE-OUT PROCEDURES:** Upon termination of this Lease Contract for any reason, Resident shall surrender possession of the Premises in the same condition as when received, in a good, clean and sanitary condition, including removing all trash from the Premises and returning furniture to its original placement. Owner shall note the condition of the Premises, including all appliances, furnishings and fixtures therein, and

any damage done thereto which is deemed by Owner to have occurred during Resident's occupancy and use of the Premises. Resident shall pay all utility and service bills to the Premises for which Resident is responsible and cancel all utility accounts in the name of the Resident. Resident shall return to Owner all keys, access cards, and remote control devices, if applicable, issued to the Resident by Owner. If all keys, cards, and devices issued to Resident are not returned to Owner, Resident shall pay all costs associated with re-keying and replacement of locks, keys, cards, and remote devices for the Premises. Resident's failure to follow the prescribed move-out procedures may result in the partial or full application of the Deposit to cover these charges, but in no event shall such application be construed as liquidated damages. If no Deposit exists, Resident will be charged for all damages, cleaning, repairs, re-keying, and replacement costs, which will be due within 30 days of such billing.

25. **PROPERTY LEFT IN PREMISES:** Owner, in its sole discretion, shall have the right to determine when the Premises are abandoned in accordance with applicable law. Resident agrees abandonment of the Premises shall include, but is not limited to, any one of the following: (i) the removal of personal property from the Premises other than in the usual course of continuing occupancy; (ii) the failure to pay Rent or other charges; (iii) discontinuance of any utility service; and (iv) failure to respond to any notices, phone calls, or correspondence from Owner. If Resident is absent from the Premises for five (5) consecutive days during the Term of the Lease Contract while all or any portion of the Rent is delinquent, the Premises shall be deemed abandoned. Owner shall have the right to remove personal property remaining in a Unit and Premises deemed abandoned by complying with applicable law regarding seizure of personal property. Owner shall impose reasonable charges for storing such abandoned or seized property, and may sell same at public or private sale (subject to any recorded chattel mortgage) after 10 days' written notice of time and place of same is sent certified mail, return receipt requested, to the Resident at the address of the Unit or at any forwarding address given by Resident to Owner in writing. Sale shall be to the highest cash bidder; proceeds shall be first credited to the cost of the sale and then indebtedness; and surplus, if any, shall be mailed to Resident at the above address. It is agreed that, unless otherwise required by law, the above procedures shall not necessitate prior court hearing or subject Owner to any liability. In the event of re-entry and repossession by the Owner, Owner shall have the right to store or dispose of Resident's property remaining in the Premises, and Resident shall be liable for all costs, fees and damages incurred by Owner, and such re-entry shall not be deemed an acceptance by the Owner or a surrender of any rights of Owner, or otherwise constitute a release of Resident from the terms of this Lease Contract. Resident agrees Owner shall have no liability for any actions taken to secure the Premises, obtain possession of the Premises, or store or dispose of any personal property or possessions found in the Premises when Owner deems the Premises to have been abandoned, and such actions are a contractual matter to which Resident has given his or her consent, and any alleged action shall not give rise to a claim in tort or to a claim for punitive damages.
26. **HOLDING OVER:** If Resident fails to surrender the Premises by the Expiration Date of this Lease Contract, and if Resident and Owner have not executed a New Lease Contract with a term commencing after the Expiration Date of this Lease Contract, Owner shall be entitled to recover from Resident: (i) holdover rent as listed herein, plus (ii) all rent for the full term of any Lease Contract already signed for the next succeeding term. Owner shall have the right to treat Resident as a tenant at sufferance and proceed with a suit under applicable law against Resident to recover possession of the Premises. After the Expiration Date of this Lease Contract, this Lease Contract shall not be deemed to have been renewed or extended in accordance with applicable law.
27. **PHOTOGRAPHS AND VIDEOS:** Resident consents to Owner's use of photographs and/or video images of the Resident and the Premises, including those taken at functions or events sponsored by the Community, for the purpose of advertising the Community or other similar communities owned or operated by Owner. Owner may use these images in advertising, websites, and social networking sites such as Facebook for marketing and promotional purposes. Resident consents to the publication of these images and waives any claims against Owner for use of such images.
28. **SUBORDINATION:** The lien of any lender(s) of the Community will be superior to your rights under this Lease Contract. Therefore, if a lender takes over ownership of the Community, the lender may terminate or continue this Lease Contract. If lender continues the Lease Contract, Resident will accept and recognize any such lender as the "Owner" under this Lease Contract, and in such case, every reference to "Owner" in this Lease Contract shall apply with equal force to the lender.
29. **MILITARY PERSONNEL CLAUSE:** Resident may terminate the Lease Contract if Resident demonstrates that Resident meets the requirements under the Servicemembers Civil Relief Act and any applicable state

law. Generally, Resident may terminate the Lease Contract if Resident enlists or is drafted or commissioned in the U.S. Armed Forces. Resident also may terminate the Lease Contract if:

- (1) Resident is (i) a member of the U.S. Armed Forces or reserves on active duty, or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
- (2) Resident (i) receives orders for permanent change-of-station, or (ii) receives orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more.

After you deliver to Owner your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of-station order. After you move out, we will return your Deposit, less lawful deductions. For purposes of this Lease Contract, orders described in (2) above will only release the Resident who qualifies under (1) and (2) above and receives the orders during the Term of the Lease Contract and such Resident's spouse or legal dependents living in the Resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause.

30. **STATE LAW:** The law governing this Lease Contract is the law of the state in which the Community is located. The Lease Contract is performable and venue for any action shall be proper in the county in which the Community is located.
31. **MISCELLANEOUS:** Failure of Owner to insist upon strict compliance with the terms of this Lease Contract shall not constitute a waiver of Owner's rights to act on any violation. In all references herein to Resident, the use of the singular number is intended to include the appropriate number as the text of this Lease Contract may require. This Lease Contract represents the final and entire agreement between Owner and Resident and supersedes all other communications, negotiations, representations and agreements by Owner and Resident.
32. **ASSIGNMENT OF OWNER'S INTEREST:** In the event of a transfer of Owner's interest in the Community, Owner shall have no further liability under this Lease Contract for events occurring after such transfer. Resident shall recognize the transferee as "Owner" under this Lease Contract for the remainder of the Term, and thereafter, this Lease Contract shall continue as a direct contract between Resident and such transferee, except that such transferee shall not be responsible for any act or omission of Owner before the transfer; be subject to any offset, defense or counterclaim against Owner accruing before the transfer; be bound by any previous prepayment of more than one month's Rent Installment; or be required to pay to Resident or account for any Deposit or funds of the Resident other than a Deposit or other funds actually delivered by Owner to such transferee. In the event the Community is sold to another owner, the new owner has the right to terminate all Lease Contracts within 30 days' notice at any time after the sale.
33. **ADDENDA:** Resident acknowledges that all addenda are considered to be a part of this Lease Contract. Any addendum referenced in this Lease Contract including, but not limited to, the Rules and Regulations, Guaranty of Resident Obligations ("Guaranty"), and all other addenda are hereby incorporated by reference as a part of this Lease Contract.
34. **GUARANTY:** Owner, at its sole discretion, may require Resident to submit an executed Guaranty. If Owner requires a Guaranty, Owner has the right, but not the obligation, to cancel the Lease Contract in the event a binding Guaranty is not fully executed and returned to Owner within seven (7) days from the Execution Date of the Lease Contract by Resident, or if such Guaranty is not fully executed and returned to the Owner prior to occupancy, whichever time period is shorter. Owner reserves all rights, both civil and criminal, for any false execution or forgery of such Guaranty. The Guaranty shall be an additional assurance to Owner of the performance of the covenants of this Lease Contract and not substitution of Resident's responsibilities and obligations hereunder. In the event Resident submits an executed Lease Contract but does not submit an executed Guaranty as and when required by Owner, Owner shall have the right to require Resident to honor Resident's obligations under and comply with all obligations of this Lease Contract. **THE GUARANTY SHALL BE VALID FOR THE ENTIRE TERM OF THE LEASE CONTRACT AS PERMITTED BY STATE LAW, INCLUDING, BUT NOT LIMITED TO, EXTENSIONS OR RENEWALS OF THE LEASE CONTRACT, WHEN RESIDENT TRANSFERS TO A DIFFERENT UNIT WITHIN THE COMMUNITY, OR WHEN RENT OR OTHER CHARGES ARE INCREASED IN ACCORDANCE WITH OR AFTER THE STATED TERM OF THE LEASE CONTRACT.**

35. **RULES AND REGULATIONS:** Resident acknowledges that Resident has read and agrees to abide by the Rules and Regulations furnished to Resident, and acknowledges that the Rules and Regulations are part of the Lease Contract and are incorporated herein by reference. Resident further agrees to abide by all rules that are posted in the Community Amenities with respect to Resident's conduct in, on, and around the Community and Premises. Owner reserves the right to make changes to the Rules and Regulations and such amended Rules and Regulations shall be deemed as equally binding upon Resident as if originally set forth herein upon notice to Resident.
36. **SPECIAL PROVISIONS:** If the Resident fails in any respect to fulfill the full obligations of this Lease Contract, the Resident will be responsible for repaying all leasing specials, one-time concessions, monthly discounts, other concessions or resident referrals.
37. **URBANA LANDLORD AND TENANT ORDINANCE:** A summary of the City of Urbana Landlord and Tenant Ordinance ("LTO") is attached hereto as Exhibit "A" and incorporated by reference herein. A copy of the entire ordinance may be obtained from city officials or online.
38. **NOTICE OF CONDITIONS AFFECTING HABITABILITY:** Resident hereby acknowledges that Owner has disclosed any code violations, code enforcement litigation and/or compliance board proceedings during the previous 12 months for the apartment and common area and any notice of intent to terminate utility service, copies of which, if any, are attached to this Lease Contract.
39. **CONSENT TO SOLICITATION:** Resident hereby expressly authorizes Owner, and its successors, assigns, agents, attorneys, insurers, representatives, employees, officers, shareholders, partners, parents, subsidiaries, affiliated entities, and all agents and representatives of the previously listed persons/entities, including any collection agency or debt collector hired by any of the preceding persons or entities, and all corporations, persons, or entities in privity with any of them (hereinafter collectively referred to as the "Authorized Entities") to communicate with Resident for any reason related to the services provided by any Authorized Entities or services to be provided in the future by any Authorized Entities, including collection of amounts owed for said services, using an automatic telephone dialing system or an artificial or prerecorded voice at the telephone number or numbers Resident provides. In addition, Resident further expressly consents and authorizes any Authorized Entities to communicate with Resident at any phone number or email address or other unique electronic identifier or mode that Resident provides to any Authorized Entity at any time, or to use any phone number or email address or other unique electronic identifier or mode that any Authorized Entity finds or obtains on its own which is not provided by Resident. Any Authorized Entity may communicate with Resident using any current or future means of communication, including, but not limited to, automated telephone dialing systems, artificial or pre-recorded voices, SMS text messages, other forms of electronic messages, electronic mail directed to Resident's internet domain address, electronic mail directed at a mobile telephone service, cellular telephone services, internet or world wide web addresses including social and business networking internet sites, or electronic messages or mail otherwise directed to Resident through any medium. Resident authorizes any and all of the communication methods described in this paragraph even if Resident will incur a fee or a cost to receive such communications. Resident further promises to immediately notify the Authorized Entities if any telephone number or email address or other unique electronic identifier or mode that Resident provided to any Authorized Entity changes or is no longer used by Resident.
- * If you wish to opt-out of the Consent to Solicitation provided in this Lease Contract, please see the Leasing Office to complete an Opt-Out Form. Your failure to complete an Opt-Out Form means you consent to being contacted by your initialing and signing this Lease Contract. An Opt-Out Form must be completed by you, as no other form of request (phone, email, or otherwise) will be valid.
40. **SEVERABILITY:** In the event any provision of this Lease Contract is determined to be invalid or unenforceable, or the applicability of any such provision to a specific set of circumstances shall be invalid or unenforceable, such provision(s) shall be modified to the minimum extent necessary to make it or its application valid or enforceable; and the validity and enforceability of all other provisions of this Lease Contract and all other applications by any such provision(s) shall not be affected.
41. **SMOKE-FREE ENVIRONMENT:** In order to promote the health of our residents and their guests, this Community has been designated a Smoke-Free Environment. Smoking (including medical marijuana, electronic cigarettes or e-cigarettes) is not allowed within any part of the Community, whether interior or exterior, including the Buildings, Units, Exclusive Bed Space, atriiums, balconies, stairwells, and other similar building features. Smoking is defined as the inhaling, exhaling, burning or carrying of any lighted cigar, cigarette, tobacco product, weed, plant, or other combustible substance whose smoke or vapor is intended to

be inhaled, in any type of smoking equipment, including, but not restricted to, cigarettes, cigars, hookahs, pipes, electronic cigarettes or e-cigarettes. Smoking is allowed only in officially posted designated smoking areas away from the Buildings. Violation of this paragraph constitutes a material default under this Contract, and entitles Owner to exercise all default remedies. Owner may also assess reasonable fees as follows: (First violation) written warning; (Second violation) written warning and a \$25.00 violation fee will be assessed to Resident's account and considered Additional Rent; (Third violation) written warning and a \$50.00 violation fee will be assessed to Resident's account and considered Additional Rent.

RESIDENT ACKNOWLEDGES THAT RESIDENT HAS READ THIS LEASE CONTRACT, THE RULES AND REGULATIONS, AND ALL ADDENDA. RESIDENT ALSO ACKNOWLEDGES, UNDERSTANDS AND AGREES TO THE ARBITRATION, CLASS ACTION AND JURY WAIVER PROVISIONS IN THIS LEASE CONTRACT. RESIDENT AFFIRMS THAT RESIDENT WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS LEASE CONTRACT. RESIDENT ACKNOWLEDGES THAT THIS LEASE CONTRACT IS A LEGAL DOCUMENT AND IS ENFORCEABLE AGAINST RESIDENT. RESIDENT ACKNOWLEDGES THAT ACCEPTING THIS LEASE CONTRACT ELECTRONICALLY IS THE SAME AS A WRITTEN SIGNATURE AND THAT A NOTARIZED, FACSIMILE SIGNATURE IS JUST AS BINDING AS AN ORIGINAL.

RESIDENT:

Name Printed: _____
Signature: _____
Date: _____
Type of Identification *(if signed in your presence)*: _____
Identification Number *(if signed in your presence)*: _____

OWNER:

Name Printed: _____
Signature: _____
Date: _____

EXHIBIT “A”**URBANA LANDLORD/TENANT ORDINANCE
SUMMARY**

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

When does the Ordinance go into effect?

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

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

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

What are the tenant's duties under the Ordinance?

The tenant must:

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

What happens if a tenant pays rent late?

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

What about subleases?

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

What are the landlord's duties under the Ordinance?

1. To give a tenant written notice of the owner's or manager's name, address and telephone number;
2. To provide written notice of intention not to renew or to change the terms of the rental agreement, at least thirty (30) days prior to the last day of the lease;
3. To maintain the rental unit in compliance with all applicable building codes of the City;
4. To pay interest on security deposits of \$100.00 or more held over six (6) months;

5. To return security deposits, minus amounts necessary for damage, within forty-five (45) days after the tenant moves out;
6. To not enforce any lease provisions prohibited by this Ordinance.

What lease provisions are prohibited?

A lease clause is unenforceable if it:

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

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

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

What about lockouts?

1. It is illegal for a landlord to lock out a tenant or change the locks or remove the doors of a rental unit or to cut off heat, utility, water service or to do anything which interferes with the tenant's use of the rental unit;
2. The tenant may sue the landlord to recover possession of the rental unit and the actual damages sustained or two month's rent, whichever is greater, plus reasonable attorney's fees.

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

1. A landlord can not take retaliatory action against a tenant because a tenant complains or testifies in good faith to governmental agencies, the Tenant's Union, Student Legal Services or the landlord;
2. If the landlord takes retaliatory action, the tenant may sue the landlord for an amount equal to two months' rent and reasonable attorney's fees.

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

1. The landlord may deduct the amount of the damage from the security deposit;
2. If the tenant's actions cause the landlord to be cited for a Building Code violation, the landlord can make the necessary repairs and bill the tenant for the cost of the repairs.
3. If the tenant's actions cause the landlord to be cited for a Building Code violation more than three (3) times during any twelve-month period, the landlord may terminate the rental agreement and order the tenant to vacate the premises.

Where can I get more information?

1. You may obtain a copy of the Ordinance from the Urbana City Clerk's Office, 400 South Vine street, Urbana, Illinois;
2. You may contact the Tenant Union at (217) 333-0112 if you are a University of Illinois Student, or at 352-6220 if you are not a student.
3. You can contact an attorney to advise you concerning your rights under this Ordinance. If you are a student of the University of Illinois, you may contact Student Legal Services at Room 324, Illini Union, 1401 West Green Street, Urbana, Illinois.

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

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

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

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

- (1) The rental unit has not already been leased for the twelve (12) month period subsequent to the expiration of the rental agreement;
- (2) The landlord enters only during two specific one-hour periods on weekdays and three specific one-hour periods on weekends, selected by the tenant from among choices offered by the landlord, during which the landlord will have daily access; and
- (3) The landlord shall notify the tenant when the rental unit has been leased for the twelve (12) month period subsequent to the expiration of the rental agreement.

(D) If the tenant requests repairs and the landlord enters the rental unit to perform said repairs within fourteen (14) days of the tenant's initial request, the landlord shall not be obligated to provide the tenant with advance notice of entry. If the landlord fails to perform said repairs within fourteen (14) days of the tenant's initial request, the landlord shall be required to provide the tenant with at least twenty-four (24) hours advance notice of entry. The notice shall only be effective for a seven (7) day period.

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

(F) The landlord or landlord's agents shall enter the rental unit only after knocking on the door and providing the tenant a reasonable opportunity to answer, shall leave the premises in as good condition as when entered, shall clean and remove dirt and debris that result from the performance of maintenance and repairs, shall leave a note indicating the names of the persons who entered the rental unit and shall lock the rental unit when leaving.

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

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

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

(C) If the landlord makes a lawful entry to make alterations or improvements that materially interfere with the tenant's use of the premises or if the landlord makes repeated demands for entry otherwise lawful, but which have the effect of harassing the tenant after being notified in writing by the tenant that tenant feels harassed by such repeated demands, the tenant may obtain injunctive relief to prevent the recurrence of the conduct, or terminate the rental agreement. In each case, the tenant may recover an amount equal to not more than two (2) months' rent or the damages sustained, whichever is greater, and reasonable attorney's fees. The provisions of this section shall not apply to alterations or improvements done by the landlord to correct cited housing code violations, except in the cases of the landlord's unreasonableness, neglect, or negligence in correcting the violations.

By initialing this page, Resident acknowledges that Resident has been provided a summary of the Urbana Landlord/Tenant Ordinance in accordance with applicable law.

EXHIBIT "B"**NOTICE OF CONDITIONS AFFECTING HABITABILITY**
PURSUANT TO SECTION 12.5-18 OF THE MUNICIPAL CODE OF URBANA

For the Property located at: 1010 W. University Ave., Urbana, IL 61801

The following **code violations** have been cited by the City of Chicago for the above-referenced property and/or common areas within 12 months prior to _____ (date of Lease Contract):

☒ None
____ Case Number or Compliance Board Proceeding Identification Number: _____
____ Violations Cited: _____

____ Case Number or Compliance Board Proceeding Identification Number: _____
____ Violations Cited: _____

____ Case Number or Compliance Board Proceeding Identification Number: _____
____ Violations Cited: _____

The following **utilities** are intended to be terminated for the above-referenced property and/or common areas as follows:

☒ None
____ Type of Service & Provider: _____
____ Intended Date for Termination: _____
____ Will the termination affect the Property, common areas, or both? _____
____ Type of Service & Provider: _____
____ Intended Date for Termination: _____
____ Will the termination affect the Property, common areas, or both? _____
____ Type of Service & Provider: _____
____ Intended Date for Termination: _____
____ Will the termination affect the Property, common areas, or both? _____

By initialing this page, Resident acknowledges that Resident has read this Notice of Conditions Affecting Habitability.

UTILITY ADDENDUM

UTILITIES AND SERVICES: Owner agrees to furnish water, sewer, trash, basic cable television and Internet access (unless indicated otherwise in the Summary of Financial Charges) for the Unit (electricity addressed below), but Resident and Roommates must separately pay and provide required deposits for all other utilities, city services, city fees, charges for local and long distance phone service, additional or private lines, information and 911 calls. Except for utilities provided by Owner, Resident agrees that all utilities and services paid for by Resident will be in Resident's name prior to, but not later than, the Commencement Date. Resident acknowledges that all utilities will be used for normal household purposes only and shall not be disconnected at any time during the Term of this Lease Contract. Owner is not responsible for any discomfort, inconvenience or damage of any kind caused by the interruption or failure of any services. Owner is not responsible for outages or lapses caused by outside providers or for Resident's use of the Internet. For utility bills that Resident is responsible for, Resident will pay for any and all charges contained on the utility bills received from the utility providers.

Apartment owners receive bills for services provided to residents and charges for various governmental fees. These are direct costs that the Community incurs. In order to help control the cost of rent, Owner will pass those fees and costs through to Resident on an allocated basis by Unit. Resident agrees that if a city, utility or other local government agency implements such a fee or service charge during the term of this Lease Contract, Owner may begin to bill Resident for such fee or service charge upon thirty (30) days' written notice.

Owner will remain the customer of record for the electric utility. The local electric utility provider measures utility usage in each apartment unit and bills Owner directly for such charges. Electric charges for each unit will be divided by the number of days each bed was occupied in each unit to come up with each resident's charge.

The bill will be sent to Resident by Conservice, a third-party billing provider. Resident acknowledges that the billing provider is not a public utility. Owner reserves the right to change the third-party billing provider at any time. Any disputes related to the computation of Resident's bills will be between the Resident and the Owner.

Resident agrees that Owner may estimate any and all utility charges above upon Resident's move-out (or at any other time) and such amounts shall be deemed final. The billing methods described herein may be changed by Owner by providing Resident with 30 days prior written notice, or by the minimum number of days as required by state and/or local law(s) (whichever is shorter), and Resident acknowledges that in certain situations it is necessary to make a change to the billing method.

CONSERVATION CAP: Owner will bill Resident for all electricity charges, but will give Resident a Conservation Cap up to a maximum of the Conservation Cap for Electricity in the Summary of Financial Charges. Your monthly bill will cover only electricity consumed within your Unit which exceeds the Conservation Cap for Electricity. In the event the electricity charges for the Unit exceeds the Conservation Cap for Electricity in a month, then Owner shall bill each of the residents of the Unit an equal share of the overage, which shall be deemed Rent for the following month. In the event the monthly charges are less than the Conservation Cap for Electricity listed above, no refund or credit will be applied to your account, but you will not incur any electricity charges due for that month. You must pay your monthly bill by the due date contained in your monthly utility statement.

Payments: Resident agrees to pay an account set-up fee (Telecom Fee) in the amount noted in the Summary of Financial Charges at the time of new move-in or renewal. If it is necessary for Owner to pay any costs or repairs due to Resident's failure to pay; failure to activate any utility under Resident's name; or if Resident disconnects any utility before the expiration of this Lease Contract, then Resident will reimburse Owner for such amount plus \$50.00 for administrative costs and the total amount is payable by Resident as Additional Rent. Resident is responsible for paying for all utilities that are in Resident's name during the Term of the Lease Contract even if Resident moves out prior to the Expiration Date. Should Owner pay any utility charges on behalf of Resident, Resident shall be jointly and severally liable with Resident's Roommates to Owner for such charges which shall be considered Additional Rent. At Owner's option, Resident may be pre-billed for a reasonable estimation of charges for any unbilled period to be calculated based on prior utility charges within the Unit and in accordance with any applicable utility billing laws and regulations. If Owner uses an outside vendor to provide billing services, Owner has the right to charge Resident for such services, and such amount will be payable by Resident as Additional Rent. You must pay your monthly bill by the due date contained in your monthly utility statement. Resident will be charged for the full period of time from the commencement date of the Lease Contract until its expiration date, regardless of whether Resident physically occupies the unit. The billing methods described above may be changed by Owner by providing Resident with 60 days prior written notice and Resident acknowledges that in certain situations it is necessary to make a change to the billing method.

Note that if Resident resides in an area that offers deregulated utility services, Resident may contract with any of the applicable deregulated providers in lieu of being billed pursuant to the methods set forth herein (assuming all residents in the unit agree to use that provider on one bill). Should Resident wish to change the billing option to use a deregulated provider during the course of the Lease Contract term, Resident must notify Owner in writing and acknowledges that Resident will be foregoing the Conservation Cap. No change in billing options is permitted until all have paid all amounts due under the current option.