UNIVERSITY HOUSING
Family & Graduate Housing

2012-2013 LEASE TERMS AND CONDITIONS

These terms and conditions apply to the Lease Agreement made by and between the Board of Trustees of the University of Illinois, hereinafter referred to as "UNIVERSITY", and the LEASEHOLDER specified therein.

LEASEHOLDER agrees to be individually responsible for the lease.

In addition to the terms and conditions specified herein, the LEASEHOLDER is bound to comply with the applicable University and Housing policies, the Family & Graduate Housing RESIDENT Handbook and the *Code of Policies and Regulations Applying to All Student Conduct*, as amended.

ELIGIBILITY

1. UNIVERSITY provides a limited number of apartments for persons who are enrolled in UNIVERSITY academic programs or who hold an appointment as UNIVERSITY faculty or staff; and LEASEHOLDER certifies that s/he is either enrolled in a UNIVERSITY academic program or holds an appointment with UNIVERSITY. **LEASEHOLDER shall supply proof of admission or employment at the time the lease is signed.**

2. For LEASEHOLDER sharing their accommodations with immediate family members and/or one other adult with whom an established committed relationship exists, **a copy of appropriate documentation may be required prior to occupancy as proof of their eligibility** (i.e., Marriage Certificate or international equivalent, Domestic Partnership Declaration Form (available from the Family & Graduate Housing office), Birth Certificate or proof of legal guardianship for children).

3. An Individual may lease an apartment for single occupancy or lease a two-bedroom apartment with a second eligible person as roommates (Co-Tenants). Each Co-Tenant will be an individual LEASEHOLDER and may share their accommodation with <u>one</u> immediate family member, **a copy of appropriate documentation may be required prior to occupancy as proof of their eligibility** (i.e., Marriage Certificate or international equivalent, Domestic Partnership Declaration Form (available from the Family & Graduate Housing office), Birth Certificate or proof of legal guardianship for children).

4. Upon termination of student or employee status, LEASEHOLDER agrees to inform UNIVERSITY **within three business days** of such termination and to vacate premises according to the provisions contained herein. The termination and release provisions will determine remaining financial obligations. LEASEHOLDERs who will be continuing in an enrolled/affiliated status for the following academic year may maintain occupancy until the end of current lease term without being enrolled or affiliated during the summer session.

DEPOSIT

5. LEASEHOLDER shall pay to UNIVERSITY concurrent with signing the lease, the Deposit listed in the email offer and Lease Agreement to ensure LEASEHOLDER's full and faithful performance of all terms and conditions of the lease. This amount shall be credited to LEASEHOLDER's account with UNIVERSITY upon the termination of the lease, provided LEASEHOLDER has fully and faithful performed all such terms and conditions. If LEASEHOLDER and UNIVERSITY enter into a new lease, this deposit shall be carried forward as the deposit for the new lease.

RENT

6. **LEASEHOLDER agrees to pay Total Rent Due indicated on the email Lease Agreement, payable in monthly installments due by the 28th day of each month,** and to comply with policies and instructions provided by UNIVERSITY Office of Business & Financial Services Accounts Receivable. LEASEHOLDER shall pay to UNIVERSITY the amount specified in the email Lease Agreement as first month's rent for the period from the date the lease begins through the last day of the current month. All succeeding rent charges will be for periods beginning the first day of the month through the last day of the month. Checks shall be made payable to the University of Illinois.

7. LEASEHOLDER agrees to keep University Student Account in good standing at all times. Acceptance of late charges (and/or any portion of an overdue payment) by UNIVERSITY shall in no event constitute a waiver of LEASEHOLDER's default with respect to such overdue payment, nor prevent University from exercising any of the other rights and remedies granted hereunder. LEASEHOLDER agrees that UNIVERSITY may withhold from any sums owed LEASEHOLDER by the University or its affiliates the amount of any payment owed the UNIVERSITY under the lease which is more than thirty (30) days overdue. LEASEHOLDER specifically authorizes the withholding of such amounts by UNIVERSITY.

8. LEASEHOLDER will provide accurate information regarding their academic affiliation and status with the University. It is the Leaseholder's responsibility to notify the Family & Graduate Housing office if there is a change in their affiliation status. If there is a change in Leaseholder's University affiliation or the University determines that Leaseholder's affiliation status is inaccurate, the UNIVERSITY will adjust the rental amount to align with the proper affiliation status and notify leaseholder accordingly.

9. Single LEASEHOLDERS who are CO-TENANTS are jointly and severally responsible for the payment of the total monthly rent. If one of the LEASEHOLDERS vacates the apartment with an approved termination during the duration of the lease, the remaining LEASEHOLDER shall be responsible for the total monthly rent beginning the day after the billing ends for the LEASEHOLDER who has vacated. If one of the LEASEHOLDERS vacates the apartment without an approved termination during the duration of the lease, each CO-TENANT will continue to share responsibility for the total monthly rent.

GAS/ELECTRIC

10. Utilities shall be turned on prior to arrival and turned off on the scheduled vacate date by UNIVERSITY. **LEASEHOLDER is responsible for and shall pay promptly all gas and electric bills for the premises during the term of the lease.** Gas is included in rental charges for Goodwin-Green apartments. UNIVERSITY shall have no obligation to pay said bills and LEASEHOLDER shall hold harmless UNIVERSITY from such obligations**.** LEASEHOLDER shall immediately inform Family & Graduate Housing if the first utility bill is not received within 60 days of their official lease start date. LEASEHOLDER's student account will be billed for all utility charges if utility service is turned off by LEASEHOLDER**.**

DEFAULT (NO-SHOW)

11**.** LEASEHOLDER'S failure to occupy the premises within ten days after the date lease begins shall be construed as default of the lease, unless arrangements for late arrival have been made. All requests for late arrival must be made in writing and submitted to the Family & Graduate Housing office prior to the start of the lease. To the extent UNIVERSITY/LEASEHOLDER agrees to delay possession, changes in the arrival date will not alter the date the lease begins. Upon default, UNIVERSITY reserves the right to lease the apartment to another. However, LEASEHOLDER is responsible for payment of lease for the entire period the unit remains vacant, if affiliated with UNIVERSITY. Upon default, LEASEHOLDER shall forfeit his/her deposit.

LEASE CANCELLATION

12. a. If LEASEHOLDER decides not to attend UNIVERSITY, prior to occupying the premises, LEASEHOLDER may cancel the lease by notifying in writing UNIVERSITY'S Family & Graduate Housing office. If such notification is received at least 30 days prior to the date lease begins, all but $50.00 of the Deposit shall be refunded. If notification is received after this date, the entire Deposit shall be forfeited.
b. **If LEASEHOLDER attends UNIVERSITY during the term of the lease, LEASEHOLDER may not cancel the lease.** In such case, LEASEHOLDER may terminate the lease only in accordance with Lease Termination paragraphs below (Section-14).

LEASE TERMINATION

13. UNIVERSITY may immediately terminate the lease for anyone who, in the judgment of the University, represents an imminent threat to the health or safety of University students, employees or other University constituents. UNIVERSITY may terminate the lease at any time prior to the lease end date by giving LEASEHOLDER 30 day written notice thereof in the event of either of the following situations:
a. LEASEHOLDER'S termination of employment, graduation, dismissal or withdrawal from classes at the UNIVERSITY, or
b. LEASEHOLDER'S violation of any term or condition of the lease.

14. LEASEHOLDER must terminate the lease prior to the lease end date if LEASEHOLDER ends their affiliation with the UNIVERSITY due to termination of employment, graduation, withdrawal or dismissal from classes, or other approved event.
a. The LEASEHOLDER will submit appropriate termination papers verifying date the affiliation will cease (Request for Early Termination of Lease and Departmental Verification forms) to the Family & Graduate Housing office at **least 45 days prior to requested lease termination date**.
b. Notwithstanding the foregoing, LEASEHOLDER may not apply for a lease termination date effective between August 1st and September 15th. All lease terms and conditions shall be in full force and in effect until the approved date of termination.

c. LEASEHOLDER will pay rent until the end of said 45-day period unless the apartment is rented before that date. Notice by other means (e.g., phone or email) or to other UNIVERSITY offices (e.g., Academic Department or Student Accounts Receivable) does not terminate the lease.

ABANDONMENT

15. LEASEHOLDER'S property which remains in an apartment after the date of the termination or cancellation of the lease shall be deemed abandoned. UNIVERSITY is relieved of all liabilities for this abandoned property. If LEASEHOLDER abandons the premises or is dispossessed thereof by process of law, or otherwise, title to any personal property belonging to LEASEHOLDER and left on the premises shall be deemed to have been transferred to UNIVERSITY. UNIVERSITY shall have the right to remove and dispose of such property without liability therefore to LEASEHOLDER or to any person claiming under LEASEHOLDER, and shall have no need to account therefore. UNIVERSITY may retain belongings as its property or may dispose of belongings through sale, donation or in such other manner as the UNIVERSITY, in its sole discretion may determine. Any proceeds derived from the sale or other disposition of such property shall be the property of the UNIVERSITY as mitigation of damages suffered as a result of LEASEHOLDER'S breach.

16. LEASEHOLDER agrees to yield and peaceably deliver possession of the premises to UNIVERSITY upon termination of the lease. Upon giving written notice of termination to LEASEHOLDER, UNIVERSITY shall have the right to re-enter and take possession of the premises on the date such termination became effective without further notice of any kind and without institution of legal proceedings. Termination of the lease and re-entry of the premises by UNIVERSITY shall in no way alter or diminish any obligation of LEASEHOLDER hereunder.

17. LEASEHOLDER'S continued occupancy of the premises after the termination of the lease shall not be construed as a renewal of the lease, but shall be construed as a tenancy at the will of UNIVERSITY. In such an event, rental for the premises shall be **double the regular daily rent amount for the extra days occupied.**

SUBLETTING

18. LEASEHOLDER shall not sublet the premise or any part thereof. A LEASEHOLDER who sublets his/her apartment is in breach of these terms and conditions and is in violation of the Student Code and subject to disciplinary action. A sum equal to double the daily rent may be assessed as liquidated damages for the breach of contract.

CONDITIONS OF OCCUPANCY

19. a. The premises shall be used only for residential purposes and shall be occupied only by LEASEHOLDER and LEASEHOLDER's immediate family members (spouse, partner, children, parents, and siblings) or by Co-TENANTS (CO-LEASEHOLDERS).
b. LEASEHOLDER must occupy the residence during the term of the lease. With the exception of Co-TENANTS, no other people may inhabit a residence when the LEASEHOLDER is not residing there.

20. Maximum apartment occupancy is specified on the lease offer. LEASEHOLDERS shall provide prompt notice to UNIVERSITY of any changes in family size or number of occupants.

CONDITIONS OF PREMISES

21. a. UNIVERSITY shall provide LEASEHOLDER the furnishings and appliances described in UNIVERSITY'S written lease offer. Pictures/videos of University apartments found in Housing brochures or on the web site may show additional items not listed in a lease offer. It should not be assumed that the UNIVERSITY will provide any items other than those listed in the lease offer.
b. UNIVERSITY shall provide information, prior to rental, of known lead-based paint and known lead-based paint hazards in Family & Graduate Housing. Please refer to the information provided.

22. a. LEASEHOLDER shall not conduct, or allow family members or guests to conduct, any activity that interferes with the comfort, safety, health, welfare, or convenience of other residents. UNIVERSITY may remedy any such activity through contractual remedies or through the procedures set forth in UNIVERSITY'S *Code of Policies and Regulations Applying to All Students.*
b. LEASEHOLDER shall not use or permit the use of the premises for illegal purposes.
c. LEASEHOLDER shall keep the premises in neat, clean, sanitary, and orderly condition at all times. LEASEHOLDER shall not permit rubbish, garbage, excessive personal belongings, etc., to accumulate at any time; nor commit, suffer, or permit any waste on the premises or any acts to be done in violation of any law or ordinance;
d. LEASEHOLDER shall not destroy, deface or damage any part of the apartment, common areas or community grounds. LEASEHOLDERs are responsible for any damages they, or their family members, cause to University apartments, common areas or public spaces.

e. LEASEHOLDER shall not reconstruct or modify plumbing, heating, or electrical systems. LEASEHOLDER may not tamper with or disconnect smoke or carbon-monoxide detectors.
f. LEASEHOLDER shall not make or cause any alterations to be made in or on the premises. LEASEHOLDER shall not paint or install wallpaper or contact-paper on the premises.

23. Upon termination of the lease, LEASEHOLDER shall leave the premises in as good a condition as existed upon the commencement of the lease, reasonable wear and tear exempted. LEASEHOLDER shall pay for any damage beyond reasonable wear and tear of the premises or any cleaning or rubbish removal from the premises that UNIVERSITY deems necessary. The apartment will not be officially vacated until the keys are received by UNIVERSITY. UNIVERSITY shall conduct inspection of premises following vacating of premises by LEASEHOLDER. UNIVERSITY may deduct from the Deposit the cost of all replacement, repairs work, or cleaning considered by the UNIVERSITY to be excessive. For any part of the Deposit withheld for this reason, UNIVERSITY shall furnish to LEASEHOLDER a statement of the charges of all necessary work within thirty (30) days of the date that the LEASEHOLDER vacated the premises. Repaired/replaced items remain UNIVERSITY property.

ACCESS TO PREMISES
24. UNIVERSITY or its authorized representative shall have the right at all reasonable times to enter the premises to ensure LEASEHOLDER's compliance with all provisions of the lease, to conduct health and safety inspections, and to perform ordinary maintenance, including but not limited to pest treatment. UNIVERSITY shall provide LEASEHOLDER at least 24 hours notice in such situations, except when imminent danger to life, safety, health, or property is reasonably feared, for maintenance services requested by LEASEHOLDER, or for fire safety inspections.

LIABILITY
25. LEASEHOLDER shall not claim damages from UNIVERSITY for any damage resulting to the premises or any personal property in the event the premises or property are damaged or destroyed by fire, flood, or any other causes not under UNIVERSITY'S control.

26. UNIVERSITY shall not be liable for any injury or property damage (except injury or damage caused by the negligence of the UNIVERSITY) which is sustained by LEASEHOLDER, members of LEASEHOLDERS family, invitees, or assigns, while on the premises. LEASEHOLDER shall indemnify and hold UNIVERSITY harmless from any and all liability for any such injury to person or property. In order for LEASEHOLDER to be protected from losses not caused by UNIVERSITY'S negligence, LEASEHOLDER is ***strongly*** encouraged to purchase renter's insurance through a private insurance carrier licensed by the State of Illinois.

MISCELLANEOUS
27. The failure of UNIVERSITY or LEASEHOLDER to insist upon strict performance of any of the terms or conditions of the lease shall not be deemed a waiver of any right or remedy that UNIVERSITY or LEASEHOLDER may have, and shall not be deemed a waiver of the right to require strict performance of all provisions of the lease thereafter, nor a waiver of any remedy for the subsequent breach or default of any provision of the lease.

28. The Lease Agreement, these Terms and Conditions, and the provisions of the University and Housing policies, the Family & Graduate Housing LEASEHOLDER Handbook and the *Code of Policies and Regulations Applying to All Students Conduct***,** as amended set forth all of the agreements and understandings of the parties. Any modification to these Terms and Conditions must be in writing and properly executed by both parties.

29. If any provision of the lease is held by a court of competent jurisdiction to be invalid, void, unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

30. **LEASEHOLDER must disclose all criminal convictions** (excluding traffic violations) of you or your immediate family who would reside on the premises by including information in the response to the lease offer. The University reserves the right not to enter into (and/or to terminate) a lease for anyone who, in the judgment of the University, represents a threat to the health or safety of University students, employees or other University constituents, or anyone who provides false information or fails to fully complete the Lease Agreement.

31. All Notices required by the LEASEHOLDER to the University shall be submitted in writing to the following location: Family & Graduate Housing Office, 1841 Orchard Place, Urbana, IL 61801 or emailed to apartments@illinois.edu. LEASEHOLDER hereby agrees that all notices due to him/her by the University may be provided either via the LEASEHOLDER'S University email account, email address provided by LEASEHOLDER, or first class mail to the residence.