

## UNIVERSITY OF ILLINOIS FAMILY & GRADUATE HOUSING LEASE AGREEMENT

**This lease is made by and between the Board of Trustees of the University of Illinois, hereinafter referred to as "UNIVERSITY", and "RESIDENT" specified in the lease cover letter or email offer, hereinafter referred to as RESIDENT. RESIDENT agrees to be individually responsible for this lease.**

### 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 RESIDENT certifies that s/he is either enrolled in a UNIVERSITY academic program or holds an appointment with UNIVERSITY. **RESIDENT shall supply proof of admission or employment at the time this lease is signed.**
2. For RESIDENT sharing their accommodations with immediate family members (spouse, children, parents, siblings) and/or one other adult with whom an established committed relationship exists, **a copy of appropriate documentation is required prior to occupancy as proof of eligibility** (i.e., Marriage certificate or international equivalent, Domestic Partnership Declaration Form, Birth certificate or proof of legal guardianship for children)
3. Individual RESIDENT may lease an apartment for single occupancy or lease a two-bedroom apartment with a second eligible resident of the same gender as roommates (co-resident).
4. Upon termination of student or employee status, RESIDENT agrees to inform UNIVERSITY **within three business days** of such termination and to vacate premises according to the provisions of this lease agreement. The termination and release provisions of this agreement will determine remaining financial obligations. Residents 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/affiliated during the summer session.

### DEPOSIT

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

### RENT

6. By date lease begins, RESIDENT shall pay to UNIVERSITY amount specified in the lease cover letter or email offer as first month's rent for the period from the date this 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. **The rental charge for each of these monthly periods is the amount specified in the lease cover letter or email offer as monthly rent.** RESIDENT shall pay this amount to UNIVERSITY by the 16th business day of each month, and in accordance with all instructions provided by UNIVERSITY Student Accounts Receivable. Checks shall be made payable to the University of Illinois. Acceptance of late charges (and/or any portion of an overdue payment) by UNIVERSITY shall in no event constitute a waiver of RESIDENT'S default with respect to such overdue payment, nor prevent University from exercising any of the other rights and remedies granted hereunder. RESIDENT agrees that UNIVERSITY may withhold from any sums owed RESIDENT the amount of any payment owed the UNIVERSITY under this lease which is more than thirty (30) days overdue. RESIDENT specifically authorizes the withholding of such amounts by UNIVERSITY.
7. RESIDENT agrees to keep University Student Account in good standing at all times.
8. Single student RESIDENTS who are CO-RESIDENTS are jointly and severally responsible for the payment of the total monthly rent. If one of the RESIDENTS vacates the apartment with an approved termination during the duration of the lease, the remaining RESIDENT shall be responsible for the total monthly rent after fifteen (15) days, unless another eligible occupant signs a lease and occupies the apartment. If one of the RESIDENTS vacates the apartment without an approved termination during the duration of the lease, each CO-RESIDENT will continue to share responsibility for the total monthly rent.

### GAS/ELECTRIC

9. RESIDENT is **responsible for and shall pay promptly all gas and electric bills for the premises during the term of this lease.** UNIVERSITY shall have no obligation to pay said bills and RESIDENT shall hold harmless UNIVERSITY from such obligations. **Gas is included in rental charges for Goodwin-Green apartments.**

### DEFAULT (NO-SHOW)

10. **RESIDENT'S failure to occupy the premises within ten days after the date lease begins shall be construed as default of this 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/RESIDENT 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, **RESIDENT is responsible for payment of lease for the entire period, if affiliated with UNIVERSITY and if another rental unit is available in Family & Graduate Housing. Upon default, RESIDENT shall forfeit his/her deposit.**

### LEASE CANCELLATION

11. a. If RESIDENT decides not to attend UNIVERSITY, prior to occupying the premises, RESIDENT may cancel this 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 RESIDENT attends UNIVERSITY during the term of this lease, RESIDENT may not cancel this lease.** In such case, RESIDENT may terminate this lease only in accordance with Lease Termination paragraphs below (Section-13).

### LEASE TERMINATION

12. UNIVERSITY may immediately terminate this 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 this lease at any time prior to the date lease end by giving RESIDENT 30 day written notice thereof in the event of either of the following situations:
  - a. RESIDENT'S termination of employment, graduation, dismissal or withdrawal from classes at the UNIVERSITY, or
  - b. RESIDENT'S violation of any term or condition of this lease.
13. RESIDENT may terminate this lease prior to the lease end date if RESIDENT ends their affiliation with the UNIVERSITY due to termination of employment, graduation, withdrawal or dismissal from classes, or other approved event. The RESIDENT must submit appropriate termination papers verifying date the affiliation will cease (Request for Early Termination of Lease and Departmental Verification forms) to the

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Family & Graduate Housing office least 45 days prior to requested lease termination date. RESIDENT 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., Acad. dept. or SAR) does not terminate the lease.

### ABANDONMENT

14. RESIDENT'S property shall be deemed abandoned from the date of the termination or cancellation of this lease. UNIVERSITY is relieved of all liabilities for this abandoned property. If RESIDENT abandons the premises or is dispossessed thereof by process of law, or otherwise, title to any personal property belonging to RESIDENT 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 RESIDENT or to any person claiming under RESIDENT, 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.

15. RESIDENT agrees to yield and peaceably deliver possession of the premises to UNIVERSITY upon termination of this lease. Upon giving written notice of termination to RESIDENT, 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 RESIDENT hereunder.

16. RESIDENT'S continued occupancy of the premises after the termination of this 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 monthly rent amount for the extra days occupied.**

### SUBLETTING

17. RESIDENT shall not sublet the premise or any part thereof, nor assign this lease without first obtaining UNIVERSITY'S written consent. Without said consent, any attempted sublease of assignment shall be null and void, and shall confer no right, title, or interest in or to this lease. RESIDENT understands and agrees that it is the RESIDENT'S obligation to comply with all terms and conditions of this lease and the UNIVERSITY'S subletting and termination policies continue to the termination of this lease, even if RESIDENT properly sublets the premises. A RESIDENT who sublets his/her apartment without the written consent of the UNIVERSITY is in breach of this lease and subject to **disciplinary action and fine equaling up to double the monthly rental rate.**

### CONDITIONS OF OCCUPANCY

18. The premises shall be used only for residential purposes and shall be occupied only by RESIDENT and RESIDENT'S immediate family members (spouse, partner, children, parents and siblings) or by RESIDENT and CO-RESIDENT, who must be of the same gender.

19. Maximum apartment occupancy is specified above. RESIDENTS shall provide prompt notice to UNIVERSITY of any changes in family size or number of occupants.

20. Any guest staying in Family & Graduate Housing for more than two weeks should be registered by the RESIDENT with the Family & Graduate Housing office and approved by the Family & Graduate Housing office.

### CONDITIONS OF PREMISES

21. a. UNIVERSITY shall provide RESIDENT the furnishings and appliances described in UNIVERSITY'S current Family & Graduate Housing brochure or web site.

b. UNIVERSITY shall provide information, prior to rental, on known lead-based paint and known lead-based paint hazards, in Family & Graduate Housing. Please refer to the brochure provided.

22. a. RESIDENT 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. RESIDENT shall not use or permit the use of the premises for illegal purposes.

c. RESIDENT shall keep the premises in neat, clean, sanitary, and orderly condition at all times. RESIDENT shall not permit rubbish, garbage, 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. RESIDENT shall not destroy, deface or damage any part of the apartment, common areas or community grounds. RESIDENTS are responsible for any damages they, or their family members, cause to University apartments, common areas or public spaces.

e. RESIDENT shall not reconstruct or modify plumbing, heating, or electrical systems. RESIDENT may not tamper with or disconnect smoke detectors.

f. RESIDENT shall not make or cause any alterations to be made in or on the premises. RESIDENT shall not paint or install wallpaper or contact-paper on the premises.

23. Upon termination of the lease, RESIDENT shall leave the premises in as good a condition as existed upon the commencement of this lease, reasonable wear and tear excepted. RESIDENT 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 vacation of premises by RESIDENT. 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 RESIDENT a statement of the charges of all necessary work. Repaired/replaced items remain UNIVERSITY property.

### MAINTENANCE

24. UNIVERSITY shall be responsible for the following maintenance duties and will require that the work be done, with full resident cooperation:

a. Maintenance of the premises, including plumbing, electrical and heating systems and painting.

b. Maintenance of all common areas.

c. Pest treatment in the premises and applicable common areas at least twice annually. Where a pest infestation is found, the entire building must be treated. Failure to comply with pest control treatment or maintain proper sanitation can result in non-renewal or termination of the lease.

### ACCESS TO PREMISES

25. UNIVERSITY or its authorized representative shall have the right at all reasonable times to enter the premises to ensure RESIDENT'S compliance with all provisions of this lease, to conduct health and safety inspections, and to perform ordinary maintenance, including but not

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limited to pest treatment. UNIVERSITY shall provide RESIDENT 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 RESIDENT, or for fire safety inspections.

### RULES AND REGULATIONS

26. a. **All University apartments are non-smoking facilities.** Smoking is not permitted anywhere in Family & Graduate Housing, including in apartments, balconies, hallways, stairwells, stairways and indoor public spaces. Smoking within 25 feet of a building is prohibited.
- b. RESIDENT shall not use candles or incense anywhere within the apartment.
- c. RESIDENT shall not have or permit any open or covered fire, including but not limited to a hibachi or barbecue, on or in any balcony, stairwell, or entryway of any building. Cooking and/or grilling within 25 feet of a building is prohibited.
- d. It is a crime to possess or store any weapon on Family & Graduate Housing property, without prior written permission from the Chief Security Officer of the campus.
- e. RESIDENT shall not keep or harbor dogs, cats, reptiles, or any other animals (except fish, caged birds, and approved service animals) on the premises. Animals found are subject to immediate removal by UNIVERSITY, with cost of removal, damage, and cleaning to be paid by RESIDENT.
- f. RESIDENT shall not install, use, or store a mechanical clothes washer or dryer, a mechanical dishwasher, or a waterbed on the premises.
- g. The use of air conditioner on the premise is permitted only with UNIVERSITY'S prior consent. For safety reasons, UNIVERSITY must install air conditioners and such air conditioners must comply with the requirements of UNIVERSITY policy.
- h. RESIDENT shall not attach an aerial, awning, or clothesline to the exterior of the building, nor affix anything to the exterior of the premises, including plastic coverings over windows. Satellite dishes may only be installed on balconies of selected locations in the community or inside individual apartments. Satellite dishes may not be installed in common areas including shared balconies. RESIDENT must adhere to installation requirements provided by the UNIVERSITY.
- i. RESIDENT shall not use trees, grass, balcony railings, or picnic tables for washing or drying personal belongings.
- j. RESIDENT may not have cut real trees on the premises due to the safety hazard they pose.
- k. RESIDENT may not use or store mothballs (Naphthalene) on the premises.
- l. Bikes must be registered every year with the Family & Graduate Housing office. Bikes are to be stored only in University provided bicycle racks only. Bikes, strollers, tricycles, and other personal property stored outside without valid permits or those improperly stored are subject to immediate removal and disposal.

### STORAGE

27. a. RESIDENT shall not obstruct the corridors, stairways, elevators, lounges, or entryways or use such areas for children's play or for storage of personal belongings (including but not limited to bikes, children's toys and strollers, household furniture, volatile substances, etc.)
- b. Balcony areas may not be used for storage (e.g. mattresses, bikes, household furniture, clothing, clothesline, auto parts, etc.) Residents may only use balconies for lawn furniture and flower containers.
- c. UNIVERSITY reserves the right to remove all obstructions and dispose of the same at its discretion.
28. UNIVERSITY provides a lockable storage space for residents living in the Goodwin & Green Street Apartments at no additional charge. UNIVERSITY is not responsible for any loss or damage to items stored.

### PARKING

29. a. Only currently licensed, registered, and operable automobiles may be parked in Family & Graduate Housing space and only in designated parking areas. RESIDENT shall not drive or park any vehicle on the grass or sidewalks. RESIDENT shall not mark a space for individual use. Prior to parking an automobile in Family & Graduate Housing lots, RESIDENT must register the automobile with UNIVERSITY Division of Campus Parking and Family & Graduate Housing office.
- b. UNIVERSITY provides one parking space for each RESIDENT living in the Orchard Downs area. RESIDENT shall not park a second vehicle in an Orchard Downs parking lot without first obtaining approval from UNIVERSITY'S Family & Graduate Housing office.
- c. UNIVERSITY provides limited parking facilities at an additional charge for RESIDENT living in the Goodwin & Green Apartments. Parking permits must be returned upon vacating apartment.

### LIABILITY

30. RESIDENT 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.
31. 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 RESIDENT, members of RESIDENTS family, invitees, or assigns, while on the premises. RESIDENT shall indemnify and hold UNIVERSITY harmless from any and all liability for any such injury to person or property. In order for RESIDENT to be protected from losses not caused by UNIVERSITY'S negligence, **RESIDENT is strongly encouraged to purchase renter's insurance through a private insurance carrier licensed by the State of Illinois.**

### MISCELLANEOUS

32. The failure of UNIVERSITY or RESIDENT to insist upon strict performance of any of the terms or conditions of this lease shall not be deemed a waiver of any right or remedy that UNIVERSITY or RESIDENT 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.
33. This lease sets forth all of the agreements and understandings of the parties. Any modification must be written and properly executed by both parties.
34. If any provision of this 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.
35. Resident 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 this 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 this form.

**By executing this agreement, RESIDENT and all occupants of premises agree to abide by all terms and conditions specified in this agreement, University and Housing policies, the Family & Graduate Housing Resident Handbook and the Code of Policies and Regulations Applying to All Students Conduct, as amended.**