

Before proceeding with the lease agreement, please agree to the following: **MUST READ**

- 1) I understand there are no dogs or cats allowed on the property.
- 2) I understand that smoking **IS NOT ALLOWED** in my apartment by me or my guests (bath/bed/living room).
- 3) I understand that Capstone Quarters is a Drug Free Property, and my lease may be terminated if tenant or guest is found in violation of this rule. I am responsible for my guest at all times.
- 4) I understand that I am required to take my trash to the proper dumpsters and not leave garbage anywhere else on the property nor outside of my apartment door. If my trash is found anywhere but the proper dumpsters, I may be charged \$25 per bag/box of garbage.
- 5) I understand that grills of any kind are not allowed on the property.
- 6) After moving in, the following items are not provided and it will be my responsibility to replace – light bulbs, smoke detector batteries, and broken blinds.
- 7) I understand the following is not provided to me-shower curtain/rod, desk chair, Internet equipment, televisions, locking doorknobs, plungers (tenants should plunge own toilet), any other maintenance issues deemed “tenant negligence”.
- 8) I understand that if I have the utility package I will be billed for any overages at the end of each month. Once I am notified via email about these charges, I agree to pay within 30 days.
- 9) I understand that this is a shared environment, and I need to be respectful of my neighbors and the property while residing at Capstone Quarters.

Date: Name(printed): Signature:

How did you hear about Capstone Quarters?

- | | |
|--|--|
| <input type="checkbox"/> Apartment Finder | <input type="checkbox"/> Billboard |
| <input type="checkbox"/> FACEBOOK | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Craigslist | <input type="checkbox"/> Friend*: _____ |
| <input type="checkbox"/> www.CapstoneQuarters.com | |

***Our referral program offers a \$50 rent credit for EACH person referred to Capstone Quarters that executes a lease! Tenant must have a valid/executed & current lease in order to receive the referral credit! (Some exclusions may apply.)**

Sign Here:

Capstone Staff Initials:

****THIS FORM MUST BE EXECUTED AT LEASE SIGNING****

(b) **Returned Checks:** \$50.00 for each check returned to Landlord without payment.

6. **Payments:** All payments under this agreement shall be made to: (can pay online through your tenant portal – welcome email sent after signing, in person or mail in). If you pay online you can pay with credit card or check, in person you can pay with check or money order only.

Green Street Realty
1901 N. Lincoln Ave, Suite 110
Urbana, IL 61801

7. **Condition of Premises:** Tenant will examine the property and its furnishings upon move in and complete a move in condition report. Tenant expressly agrees to pay charges for all cleaning which Landlord may deem necessary to restore premises to rentable condition after the termination of Tenant' occupancy. Tenant is responsible for cleaning the apartment at the end of the lease. Tenant will be charged a fee of **\$40** for carpet cleaning per carpeted room at the end of the lease. Should unit not be cleaned to the level desired by Landlord, the cost for cleaning/hauling will be deducted for the tenant's security deposit as per damage fee addendum provided in the move in packet. For all expenses not included on the sheet landlord will perform the work and bill accordingly.

Landlord Inspections - Landlord may inspect the property at any time to check for general maintenance issues and document condition of the premises. If Landlord finds that Tenant has damaged the property beyond normal wear and tear, Landlord will make the repairs and charge tenant accordingly. Significant damage could result in lease termination.

 **Initials**

8. **Repairs:** Tenant shall be financially responsible for all repairs necessitated during the term of this Lease as a result of Tenant' negligence. **This includes backed up plumbing lines that are a result of tenant's negligence, such as putting grease down sink drains, overfilling toilets with toilet tissue or children's toys, any feminine hygiene product, string, rags, grease or rubbish of any description to enter into toilets or drainpipes. The Tenant is required to keep the Heat on in the winter months, including any holiday breaks at no less than 60 degrees.** If the Landlord finds that the tenant has turned off heat during the winter months and this has resulted in damage to the building, the Tenant will be full responsible for the repairs. Tenant is responsible for unclogging toilets. Tenant shall not make any repairs or improvements (this includes painting) to the home or apartment but shall notify Landlord who shall arrange for such repairs and then bill Tenant for the reasonable expense incurred thereby. Tenant shall immediately pay to Landlord the reasonable cost of any such repair. Tenant shall not make any alterations, repairs, or additions to the home or apartment, but shall notify Landlord who shall arrange for such repairs or adjustments and then bill tenants for the reasonable expense incurred thereby. Tenants shall immediately pay to Landlord the reasonable cost of any such repair. Damages beyond normal wear and tear to walls or woodwork shall be deducted from tenant's security deposit; this shall include any damage caused by hanging pictures or other uses of the walls and woodwork. Driver nails larger than 1/16, screws, any type of adhesive or masking tape, or other equivalent items should not be installed into walls or woodwork. Tenant will be responsible for the replacement of all light bulbs and smoke detector batteries in the apartment for the duration of the lease. In addition, all light bulbs, smoke detector batteries, and venetian blinds must be in working order at the time of move out. If the Tenant does not assume responsibility for the replacement of these items, Tenant will be charged.

 **Initials**

9. **Deposit:** Tenant have deposited with Landlord the sum of **\$99** to be held by the Landlord as security for payment of the rent reserved herein, the cost of repairing any damages to the premises and the furnishings therein which may have occurred during the term of the lease. The refund of any unused portion of said deposit shall be returned within 30 days to one of the tenants on the lease at an address that the tenant provides. **Tenant may not use any portion of the security deposit as payment towards last month of rent.** Should tenant not provide landlord with return address, landlord will return security deposit statement and any funds due to the tenant to the last known address, as outlined in the Illinois Security Deposit Act.

10. **Damage to Tenant's Property:** Landlord shall not be liable for any damage to Tenant's property except for

that due to the willful neglect of Landlord. Tenant shall be responsible for the insuring of all personal property. Landlord strongly recommends renters insurance. [REDACTED] Initials

11. Destruction of Premises: If the property is destroyed by fire, the elements, or any other cause, to such an extent that it cannot be repaired within 21 days, then this lease shall terminate on the date of such destruction and all rent shall abate as of the date of such destruction.

If the leased property is damaged by fire, the elements or any other cause so as to be capable of being repaired within 21 days from the date of damage, the Landlord shall have the option to repair the damages and during the time that repairs are being made the Landlord shall remit to the Tenant a just and fair portion of the rent according to the nature of the damage sustained and according to the extent that the Tenant are deprived of the use of the premises.

12. Landlord's Right of Entry: Landlord shall be allowed access to the premises, at any reasonable hour for the purpose of examining or exhibiting of same, and for making such repairs or alterations either as Landlord may deem necessary or appropriate or as Tenant may request. Tenants are not allowed to interfere with showings as this is a direct violation of your lease. Realtors may show potential buyers the condo units if the owner decides to sell. In the City of Urbana, Landlord will give tenants 24-hour notice. Landlord may provide this notice through phone, email, verbal or posting notice. In cases of emergency repairs or due to complaints, Landlord may have to enter the premises with no formal notice. [REDACTED] Initials

13. Liability: Neither Landlord nor his agents shall be liable for any accidents, injuries or damages incurred by Lessee or lessee's guests on the premises as well as above, upon or about premises, nor for any accidents, injuries or damages arising from acts of neglect of other occupants of the premises, persons on the premises or neighboring party. Landlord shall have no duty to protect tenant from criminal acts of any other persons including employees of the Landlord.

14. Use of Premises: The premises shall be used by Tenant for residential purposes only and shall be occupied for such use by no more than **1** person per bedroom that are on the written lease. Anyone that is residing at the home that is not on the written lease will subject tenant to immediate termination of lease. Landlord also has the right to ban or bar anyone from the premises by use of a No Trespassing Order that will be enforced by the appropriate law enforcement agency. Tenant's lease applies to improvements only except that Tenant shall have reasonable access across the real property. Landlord has right to use and improve all unimproved land provided however that Landlord may not restrict Tenant's access to the leased premises.

It is understood that the resident will be occupying the apartment unit jointly with other residents, and resident shall also be held liable for a pro-rated share of any damages to the common area of the premises and its' furnishings and fixtures unless the party solely responsible for such damages can be reasonably ascertained.

Occupation of the Tenant's bedroom shall be restricted to the Tenant exclusively, excepting Tenant's occasional overnight or weekend guest. Tenant may have visitors from time to time, it is understood that occupancy of the premise is expressly reserved for Tenant only, and any persons other than Tenant occupying the Premises for more than (3) consecutive nights or more than 6 nights in a given month (whether or not consecutive) during the Term shall be treated as guests only if Landlord is notified in writing by current Resident and roommates consents thereto. Otherwise, the occupancy of the Premises by an unauthorized guest in excess of said six (6) day period shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from the Resident and guest (whose liability shall be joint and severe) an additional amount of rent equal to that being paid by Resident.

The Lessee is renting one bedroom and the common area only. No unoccupied bedrooms are to be used in any way. Lessee shall not place any items in vacant bedrooms or use them as spare rooms. If vacant bedrooms are used, there is a penalty of \$100.

Utility package includes electric, water, trash and sewer charges. However, Lessor reserves right to charge Lessee, pro-rated to the number of persons who are Lessees within the leased premises, for costs related to excessive use

of electric or water by any or all persons. Excessive use is defined as 15% more than the average rate of all apartments in the building per month.

Relocation/Transfer: It is understood that the unit which tenant occupies is to be shared by and among co-tenants. For purposes of operating efficiency, Landlord reserves the right, upon ten (10) days advance written notice when possible, to relocate tenant to another unit at Capstone Quarters. In this instance, Landlord shall assist tenant in moving tenant's personal property to such new unit. Landlord retains the right to assign tenants to other bedrooms in the condominium unit in which the Premises are located. Landlord will, to the extent practical, honor tenants request for the sharing of a particular condominium unit.

Landlord, solely at its discretion, may honor tenants' requests for relocation. Upon resident's request for relocation, a new security deposit may be required. **If tenant requests to be transferred to another unit (including another bedroom within tenant's current unit) during the term of this lease, a transfer fee of \$450 will be due and payable to Landlord. Landlord will not assist tenant in moving his/her personal property to such new unit.**

15. Pets: No pets are allowed on premises. There will be a **\$250 per day** fine for any pets that are on the premises without landlord permission, even on the first offense. This includes pets that are just "visiting" or being temporarily cared for by Tenant. If granted permission, a separate pet lease must be executed, and all pets must be caged when tenant is not home. **Initials**

Sublet: Tenant agrees not to sublet said apartment OR ANY PART THEREOF without written consent from Capstone Quarters or Green Street Realty Office. A **\$150 subleasing fee** is required prior to approving or preparing the sublease documentation.

16. Parking: Tenant(s) automobile(s) must be in operable condition and have current license plates and tags. Parking in more than one designated space or designated handicapped spaces is prohibited and Tenant(s) will be to subject to fines and towing at the Tenant(s) expense. Bicycles, scooters, and motorcycles must be stored in designated areas only. All tenants must register their vehicle through Capstone's office. Once registered, a sticker will be provided and must be posted from the inside and to the left rear windshield of the vehicle. Sticker replacements are \$25/sticker. Capstone Quarters reserves the right to tow any vehicle(s) that have not been registered with our office (as a tenant or a guest). Failure to comply with the above will result in towing at the Tenant(s) expense. **Initials**

17. Notices: All notices and demands authorized or required to be given to Tenant may be served upon Tenant in person or by mail addressed to them at the address of the property. There will be a **\$15** processing fee charged to the Tenant any time Landlord has to serve tenant with 5-day or 10-day notices. **Initials**

18. Hold-Over: A hold over beyond the expiration of the term specified herein shall not operate as an extension of this lease, nor as a renewal of it. Holdover fee of \$150 per day will be applied.

19. Attorney Fees: In the event of default under this agreement, the defaulting party shall pay all reasonable costs, attorney's fees and expenses paid or incurred by the non-defaulting party in enforcing the agreements of this lease.

20. Default: If Tenant fails to pay in full any installment of the rent herein reserved within the first 5 days of the month when the installment is due, or if Tenant violate any of the conditions or agreements of this lease, then Tenant shall be in default under this lease. In such event, Landlord shall have the right and option to re-enter and repossess the leased premises and to terminate this lease.

21. Waiver: No failure of Landlord to enforce any term of this lease shall be deemed a waiver, and acceptance of a partial payment of rent shall not be deemed a waiver of Landlord's right to the full amount of the rent. Nothing in this

lease shall be construed as a waiver of any rights of Landlord under the statute of the State of Illinois pertaining to Forcible Entry and Detainer or Landlord and Tenant.

22. Abandonment of Premises: If the property becomes vacant during the term of this lease, and if at the time of the vacancy Tenant are in default in the payment of any installment of rent, then the rent for the entire term shall become at once due and payable and Landlord may proceed to collect rent for said entire premises, with or without process of law, to take possession thereof, to remove any and all property there from and store as required by law, to lease the premises as agent of Tenant, and to apply the proceeds received from such letting toward the payment of Tenant' rent under this lease; such re-entry and re-letting shall not discharge Tenant from liability for rent, nor from any other obligation under the terms of this lease.

23. Disposition of Property: Any and all property which may be removed from the premises by Landlord pursuant to the authority of this lease, or of law, to which Tenant are or may be entitled, may be handled, removed and stored by Landlord at Tenant' risk, cost, and expense, provided, however, that Landlord shall use reasonable care and caution to prevent any damage or loss in removing and storing such property. Tenant shall pay to Landlord, upon demand, any and all such reasonable expenses incurred in such removal and all reasonable storage charges against such property so long as the property shall be in Landlord's possession or under Landlord's control.

Any personal property remaining in the premises after the expiration of the term of this lease or any such property which is not retaken from storage by Tenant within **30** days after Landlord's repossession of the premises shall be conclusively deemed to have been forever abandoned by Tenant and may be sold and otherwise disposed of by Landlord.

24. Tenant's Conduct: Neither the Tenant nor their guests shall engage in any activity which interferes with the quiet enjoyment of other Neighbors. Tenant agrees to keep the property clean, quiet and orderly. In the event that Tenant has a pet, Tenant agrees to take all steps necessary, including the removal of the animal, to preserve the cleanliness, tranquility, peace and quiet of the neighborhood. Failure by Tenant to abide by these terms, following written notice by Landlord, shall be grounds for termination of this lease.

Lessee, any members of the Lessee's household, guest or other persons under the Lessee's control, shall not engage in acts of violence or threats of violence.

Drug activity and other legal matters. If tenant **or guest** is engaging in illegal activities in the home, including sale or use of drugs on the premises, Landlord has the right to terminate the lease immediately. This includes criminal charges against the tenant or guest that the landlord may discover through police reports or court record searches.

Additional Rules and Regulations:

- A. Sitting on the front stoop, or in the parking lot, playing of music, TV's, or loud noise of any kind inside or outside of unit loud enough to disturb other tenants shall not be permitted at any time.
- B. Repairing or washing vehicles, and any other kind of activity in parking lot area, is not permitted. Cars parked in other than assigned spaces will be towed at your expense.
- C. Discarding trash of any kind in or around the building is not permitted, including storing trash bags outside hallways or porches. A fine of up to \$25 per bag may be charged to tenant for removal.
- D. Tenants shall ensure that visitors shall conform to all the conditions of this lease and tenants shall be responsible for the actions of their guests and for any damage, or violations of same, by their visitors.
- E. Criminal activity or repeated police calls are cause for lease termination.
- F. No smoking in the unit or building. If we find evidence of smoking lessee will receive a warning on first occurrence. A \$150 fine per occurrence and possible lease termination could occur on following occasions. No other odor producing items shall be used on the premises. Because of the nature of the units, it is understood that offensive noises and/or odors are expressly prohibited.
- G. No grills allowed in condominiums – this includes patio and balcony areas.
- H. Nothing but toilet paper may be flushed down the toilet. The cost of toilet repair for other items found in toilet will be billed to the tenant.

- I. Nothing but food should be put in the garbage disposal. Tenant will be charged for any repairs needed due to non-food items being run thru disposal.
- J. If you have permission to have a pet, you must clean up after your pet and keep your pet on a leash at all times on the property.
- K. Security lights are in strategic spots around apartment complexes. If you notice any lights out, please let us know as soon as possible.
- L. Pictures and posters may be hung from the walls by nails only. Double-faced tape or adhesive hangers may not be used. When the apartment is vacated lessee will be charged for any repair necessary to return the walls to their original condition.
- M. No painting allowed
- N. Do not store bikes or belongings in breezeways
- O. No flammable materials are allowed in the property
- P. No Firearms allowed
- Q. Lessor has the right to fine Lessee for excessive noise that results in a police call.
- R. Lessee must keep heat set to at least 60 degrees in winter months.
- S. Use of the pool shall be governed by the rules and regulations posted in the pool areas and shall be at the risk of the Tenant and Tenant's family and guests. Maximum of 2 guests allowed per tenant at a time. No guest shall be permitted at the pool or clubhouse facilities except in the accompaniment of a Tenant. Tenant does hereby indemnify Landlord and Agent, and hold Landlord and Agent harmless against all claims for personal injury sustained by Tenant and Tenant's family and guests in their use and enjoyment of the pool or other provided facilities. This section does not exculpate or limit the liability or cost of the Landlord or Agent arising as a result of the Landlord's or Agent's willful misconduct.
- T. Use of foil and other similar unsightly materials, including but not limited to, neon or flashing signs, advertising, etc., over windows is strictly prohibited. Windows and doors shall not be obstructed. Landlord provides blinds on windows and such blinds will not be removed. If Tenant installs draperies over the blinds, any damage will be repaired or removed by Tenant or at Tenant's expense. Damage to property, including but not limited to paint, plaster, cabinets, carpets, floors, furniture, or damage to any part of the premises caused by leaving windows or doors open during inclement weather will be responsibility of the Tenant.
- U. Locks may NOT be changed or added without prior written permission of Landlord. Locks and the appropriate keys, and/or chains added must be left in place upon vacating the Premises. All keys must be returned to Landlord upon termination of occupancy or Landlord may impose a reasonable charge. Tenant is allowed to change their bedroom lock as long as Landlord is provided with a key copy in case of emergency. If one is not provided, a Locksmith may be contacted at tenant expense.
- V. No satellites, radio wires, television or other aerials or any other objects whatsoever shall be attached to the roof or exterior of any building.
- W. They are not to be used as storage areas and articles are not to be hung over railings. Outdoor furniture only is allowed on patio/balcony. A reasonable charge will be assessed if furniture belonging inside the unit is found on the patio. A reasonable charge for replacement will be assessed, if said furniture is damaged and belongs to Capstone Quarters.

 Initials

25. **Terms:** The terms of this lease agreement shall be binding upon the respective parties regardless of gender or plural terms.

26. **Keys:** Each tenant occupying the unit will receive one (1) front door key, one (1) mailbox key, and (1) clubhouse fob for the unit. If tenant loses a key during the term of the lease, tenant will be billed for the cost of changing the lock and providing new keys. A fee of **\$100.00** will be assessed to the tenant for lock changes. Tenant will be charged **\$35.00** if the office needs to be called to open the door for a tenant or guest that is locked out of their home during regular business hours and **\$45.00** for afterhours lock outs.

27. **Housekeeping:** Tenant understands that he or she will be occupying the unit jointly with another Tenant, and tenant shall be held jointly and severally liable for any and all damages to the common areas of the premises. Tenant agrees to keep and maintain the Premises in good and clean condition, excepting reasonable wear and tear, and to make no alterations or additions thereto without the prior written consent of the Landlord or the Agent. The tenant will keep the sinks, lavatories and commodes open and will immediately report any malfunctions to the landlord within 48 hours.

Tenant is solely responsible for maintaining a safe clean environment in the home. Trash shall only be stored in appropriate containers as per city codes. If landlord finds tenant is storing trash in the unit or any part of the yard, landlord has the right to terminate the lease. Any city fines that are charged to landlord for any tenant or guests poor housekeeping practices will be charged to the tenant. Failure to pay these fines will result in termination of lease.

If Landlord receives a written Notice of Violation from the City for housing code violations that are the Tenants' responsibility, the following schedule of fines will be charged to the tenant for each offense. Typical notices include parking in the yard, unlicensed vehicles on the premises, trash outside of a container or no trash service when required.

1st Offense – Tenant is fined a fee of **\$25**, plus costs of landlord to remedy this issue.

2nd Offense - Tenant is fined a fee of **\$50**, plus costs of landlord to remedy this issue.

3rd Offense - Tenant is fined a fee of **\$100**, plus costs of landlord to remedy this issue. After 3rd Offense, Landlord has the right to begin the termination process.

Initials

28. **Maintenance Requests:** Tenant is required to contact Landlord anytime there is a maintenance request. Tenants' failure to inform Landlord when there is a maintenance issue with the property can result in termination of a lease and could be responsible for any damage that was not reported in a timely manner. Tenants must make all maintenance requests to the Green Street Realty Office at **217-356-8750 or through their online tenant portal. Any maintenance issues that are not reported to our main office phone number or through our maintenance email address will not be processed.**

Initials

29. **This unit is furnished with our standard furniture package:** One full size bed, dresser and one desk per bedroom, a dining table with chairs and/or bar stools for the kitchen seating, one couch, one sofa chair, one coffee table and one end table. Depending on the size / shape of your particular unit, furniture package could vary slightly.

Dated this _____ day of _____, _____.

LANDLORD OR REPRESENTATIVE:

TENANT:

Landlord Contact Information:

Capstone Quarters
1901 N. Lincoln Ave, Suite 110
Urbana, IL 61801
capstonequarters@greentrealty.com

Other Important Phone Numbers

Other Important Phone Numbers
Ameren – 800-755-5000 (Electric Service)
Illinois Water – 217-352-1420 (Water Service)
Comcast - 217-373-7877 (Internet Service)

Damage Fee Schedule

Address Unit # Security Deposit \$99 Per Person

Cleaning

	\$35	Refrigerator
	\$50	Stove Top/Oven
	\$12	Drip Pans
	\$15	Blinds
	\$15	Kitchen Cabinets
	\$20	Ceramic Flooring (Per Room)
	\$45	Bathroom Cleaning
	\$40	Carpets (Mandatory Per Lease – Per Room)
	\$30	Vacuum (Entire Unit)
	\$9	Window Cleaning (Per Window)
	\$18	Fireplace
	\$20	Wood Floor (Per Room)

General Repairs

	\$14	Stove/Oven Knobs
	\$90	Ceramic Tile
	\$14	Kitchen/Bath Knobs
	\$35	Mirror
	\$75	Medicine Cabinet
	\$22	Towel Bar
	\$125	Tub/Shower Tiles
	\$135	Porcelain
	\$45	Thermostat
	\$195	Hauling – Furniture/Junk/Belongings

Doors

	\$65	Forced Door Damage
	\$55	Hole in Door
	\$100	Replace Door (inside)
	\$125	Replace Door (outside)
	\$125	Replace Sliding Glass Door
	\$95	Replace Screen Door

Miscellaneous

	\$100	Hold Over Fee (Per Day)
	\$40	Labor (Per Hour)
	\$150-500	Smoke Damage Repair (Cigarette & Other)
		1)
		2)
		3)

Walls

	\$35	Cover Crayon/Marker/Scuffs
	\$55	Repair Hole in Wall
	\$45	Repaint Wall (Per Wall)
	\$40	Touch Up Paint (Per Wall)

Beyond Normal Wear & Tear

Windows & Treatments

	\$150	Replace Window Pane
	\$55	Replace Venetian/Mini Blind
	\$6	Replace Vertical Blind Slat
	\$18	Replace Window Screen

Locks

	\$12	Replace Key
	\$100	Replace Door Lock
	\$100	Replace Deadbolt

Plumbing

	\$65	Kitchen Faucet
	\$65	Bathroom Faucet
	\$30	Shower Head
	\$16	Toilet Tank Lid
	\$16	Toilet Seat
	\$65	Garbage Disposal
	\$95	Sewer Lines

Electrical

	\$3	Light Bulb/Battery
	\$14	Light Fixture Globe/Cover
	\$55	Light Fixture
	\$18	Outlet/Switch/Cover Plate

Pest

	\$200	Exterminate for Cockroaches
	\$200	Exterminate for Fleas
	\$450	Exterminate for Bed Bugs

Furniture

	\$450	Couch
	\$390	Love Seat
	\$240	Mattress
	\$140	Coffee Table Set

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Agent _____ Date _____

All service and repairs are completed by Green Street Realty maintenance & repair staff. This document is a receipt of all services and repairs performed by Green Street Realty maintenance & repair staff. Fees for any other damages not listed above will be billed accordingly.

TENANT'S AGREEMENT TO ADHERE TO LEGAL OCCUPANCY LIMITS

(No more than four unrelated persons per household*)

I do hereby affirm by my signature below that the rental unit located at:

190 [REDACTED] N. Lincoln Ave # [REDACTED] for which I have signed a lease, was rented for occupancy by no more than the permitted occupancy under the Urbana Zoning Ordinance* and that the owner or manager has informed me that the City of Urbana prohibits no more than one household and three additional unrelated persons from occupying this rental unit.

I AFFIRM THAT IT IS MY INTENTION THAT THIS RENTAL UNIT WILL BE OCCUPIED IN CONFORMANCE WITH THE OCCUPANCY PROVISIONS OF THE URBANA ZONING ORDINANCE DURING THE ENTIRE TERM OF THE LEASE.

I UNDERSTAND THAT A PERSON WHO USES THIS ADDRESS FOR ANY RESIDENCY PURPOSE SHALL BE CONSIDERED AN OCCUPANT (e.g., listed domicile, mailing address, permanent address, voter registration, utilities, library card, etc.)

I DO FURTHER AFFIRM THAT UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE

Date: [REDACTED]

Signature: [REDACTED]

Printed: [REDACTED]

*Residential occupancy limits for single-family, duplex, common lot line, multiple family, mobile home and loft type dwelling units shall contain no more than one household and no more than three additional persons not related to said household. A household is defined as a group of one or more persons related by direct lineal descent (i.e., grandparent, parent, child, sibling only; no cousins, aunts, uncles, etc.), adoption, marriage, foster child/parent relationship, or domestic partnership living and cooking together as a single housekeeping unit. Domestic Partnership is defined as two individuals who share a common permanent residence and have filed a valid Registration Partnership Affidavit approved by the City of Urbana Clerk. Repeated and willful violations of the City's Zoning Ordinance, including occupancy limits, may result in fines and/or designation of a Class "F" to rental property, which may not then be occupied for rental. This Addendum is not intended to prohibit an Owner from leasing to fewer than the maximum occupancy allowable by Urbana law.

**KEEP THIS FORM FOR YOUR FILES
PROVIDE TO CITY OF URBANA ONLY UPON REQUEST**

**CAPSTONE QUARTERS APARTMENTS
FITNESS FACILITY RELEASE**

Building/Unit #

Name:

Permanent Address:

Phone:

E-Mail:

Date of Birth:

CONTACT IN CASE OF EMERGENCY

Name

Phone

Relationship

Alternate Contact Number

RESTRICTIONS OR ALLERGIES

Capstone Quarters Urbana, LLC, d/b/a Capstone Quarters by its agent, CAPSTONE PROPERTIES LLC. And their staff members are not, nor do they claim to be physicians or possess medical knowledge, and therefore, cannot take responsibility for any injury or illness related to the use of the facility. It is recommended that you consult with your physician prior to beginning any fitness regimen. If you choose to forego the above referenced physical examination, we cannot be held responsible for any injury, illness, or aggravation to injury related to any pre-existing condition.

I have read the above printed statement and release Capstone Quarters Urbana, LLC, d/b/a Capstone Quarters by its agent, CAPSTONE PROPERTIES LLC, their members, agents, heirs, successors, and assigns, from any and all liability and shall indemnify and hold them harmless from the same. I represent that I am physically able to undertake use of the facility and its' programs and have made full disclosure of any physical problems now existing or limitations imposed by my physician.

Tenant Signature

Date

Landlord/Agent Signature

Date

Drug Free Housing Agreement

In consideration of execution to this lease of the premises identified herein, Lessor and Lessee agree as follows:

- a. Lessee, any members of the Lessee's household, or guest or other persons under the Lessee's control, shall not engage in criminal activity, including drug-related criminal activity, on or within 1,000 feet of the premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
- b. **Lessee, any member of the Lessee's household, or a guest of Lessee will not engage in the use, manufacture, sale, or distribution of illegal drugs at any location whether on or within 1,000 feet of the premises otherwise.**
- c. Lessee, any member of the Lessee's household, or a guest or other person under the Lessee's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or within 1,000 feet of the premises.
- d. Lessee or members of the household and guests will not permit the dwelling to be used for or to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest.
- e. Lessee, any member of the Lessee's household, or a guest of Lessee shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on or within 1,000 feet of the premises.
- f. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this lease shall be deemed a serious violation and a material noncompliance with this Lease. It is understood and agreed that a single violation shall be cause for termination of this Lease.** Unless otherwise provided by law, proof of violations shall not require criminal conviction but shall be by a preponderance of the evidence.

Tenant Signature

Landlord/Agent Signature

Date

Date