



Lease Agreement

THIS LEASE is made and entered into this ____ day of _____, _____ by and between Green Street Realty, an Agent for Landlord, **known as Capstone Quarters Rentals, 1901- 1905 N. Lincoln Avenue Urbana, IL 61801**, "Landlord" and _____ "Tenant", agree to the following:

1. DESCRIPTION OF PREMISES: Landlord agrees to lease to Tenant improvements located at: _____ N. Lincoln Avenue Unit # _____, Urbana, 61801 **Bedroom** _____.

Tenant understands that this unit is a condominium unit consisting of ____ bedrooms, ____ bathrooms, a kitchen and a living/dining area. It is understood that the Tenant's rental space (the "Premises") consists of the exclusive use and occupancy of one of the ____ bedrooms and one of the ____ bathrooms, and the shared use and occupancy of the kitchen and living/dining areas with the other tenants of such condominium unit.

Initials

2. TERM OF LEASE: The premises are to be used and occupied by the Tenant as a residence only for the period beginning at 1pm on _____, and terminate at 12:00 Noon on _____ (the "Term"). It is expressly understood that this Lease is for the entire Term regardless of whether the Tenant is transferred, ceases to be enrolled in a college or university in Champaign-Urbana, or for any other reason is unable to continue occupying the Premises.

Accordingly, the Tenant's obligation to pay rent hereunder (and the Guarantor(s) obligation to ensure payment of the same) shall continue for the entire Term of this Lease and until all sums due Landlord hereunder have been paid in full.

Initials

3. RENT & UTILITIES:

Base Rent = \$ _____ per month with all payments due on the **first** day of each month.

Utilities: If tenant has elected the utility package for an additional amount of **\$50.00** per month, it will provide the following utilities:

Electric and Water,

to be furnished by Landlord. The monthly allowance of utilities to be furnished by Landlord as a part of the utility package is not to exceed \$50.00 per tenant. Any utility charges accrued for unit in excess of the allotted amount will be evenly divided and tenant shall be assessed its pro rata share and must pay within thirty (30) days.

TOTAL MONTHLY RENT (Base plus utilities) = \$ _____

Internet service is provided at no cost to the tenant. Tenant is responsible to provide their own equipment and contact provider to set up service/troubleshoot any future issues.

Tenant, in return for the use of the Premises and in consideration of the covenants and agreements contained herein, shall pay the landlord the sum of \$ _____ **Dollars**, without offset or deduction. **Tenant hereby acknowledges that the term of this lease is less than a full calendar year, and the contract amount has been allocated into _____ installments.** The rent shall be paid as follows: The first installment of \$ _____ Dollars shall be due no later than _____. Thereafter, the rent shall be due in monthly installments of \$ _____ **Dollars**, the last installment being paid on _____.

Initials

4. LIQUIDATED DAMAGES: It is agreed by the parties that the amount of damage caused to Landlord by late payment of rent, by checks returned to Landlord without payment, and by holding-over after termination of this lease, cannot easily be determined and it is agreed that Tenant, or anyone holding under Tenant lease, will pay to Landlord the following amounts as liquidated damages and not as penalties:

1. Late Payments: **Late charge or 5% of total rent will be assessed** if rent is not received in full by **5pm on the 3rd day of each month.**
2. Returned Checks: **\$50.00** for each check returned to Landlord without payment.
3. Holding-Over: **\$150.00** per day for each day that possession of the premises is withheld from Landlord after the termination of this lease, whether by expiration of the term or otherwise.

Initials

5. REAL ESTATE TAXES: Tenant shall be liable for the payment of real estate taxes with respect to the residence. Tenant shall be deemed to satisfy the liability for such real estate taxes through the monthly rent payments set forth. Tenant acknowledges that Owner has explained terms of Illinois Homestead Act with regard to real estate taxes and Tenant understands said taxes are being paid by and through the monthly rental fees alone, and Tenant does not pay said real estate taxes other than through monthly rent.

 Initials

6. PAYMENTS: All payments under this agreement shall be made payable to: Green Street Realty, 1901 N Lincoln, Suite 110 Urbana, IL 61801

7. CONDITION OF PREMISES: Tenant will examine the property and its furnishings at move in, and complete move in inspection form within 48 hours. Normal wear and tear is to be expected. Tenant expressly agree 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, including the carpet at the end of the lease. Tenant will be charged a fee of \$35/room for carpet cleaning at the end of the lease. If tenants choose to have carpets professionally cleaned, they must provide landlord with receipt showing payment of services to have fee waived. Should unit not be cleaned to the level desired by Landlord, the cost for damages, replacements, cleaning or hauling will be deducted for the tenants' security deposit as per the move in inspection checklist provided in the move-in packet. Costs in excess of the security deposit amount will be billed back to tenant.

 Initials

Landlord Inspections - Landlord will inspect the property on a quarterly basis to check for general maintenance issues and document condition of the premises. Landlord will provide a copy of the inspection to the tenant if requested. If Landlord finds that Tenant has damaged the property beyond normal wear and tear, Landlord will give written notice to Tenant to repair items and a deadline to complete repairs.

 Initials

8. REPAIRS: Tenants shall be financially responsible for all repairs necessitated during the term of this Lease as a result of Tenant's negligence. **This includes backed up plumbing lines that are a result of tenants 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 drain pipes.** 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 and smoke detector batteries 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. SECURITY DEPOSIT: Tenant have deposited with Landlord the sum of **Ninety Nine Dollars (\$ 99.00)** 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 the tenant at an address that the tenant provides. **Tenant may not use any portion of the security deposit as payment towards last month's rent.**

Tenant may request to meet landlord for final walk through before moving out of the unit. At the final walk through tenant should be prepared to return all keys and provide landlord with a forwarding address for security deposit return. 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.

 Initials

10. 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 residents

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.**

 Initials

11. DAMAGE TO TENANT'S PROPERTY: Landlord shall not be liable for any damage to Tenant's property. Tenant shall be responsible for the insuring of all personal property. **Landlord will not reimburse tenant for any food that is spoiled due to power outages or downed appliances.**

 Initials

12. 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.

 Initials

13. LANDLORD'S RIGHT OF ENTRY: Landlord shall be allowed access to the premises, at any reasonable hour as defined in the Urbana tenant ordinances, upon adequate notice to Tenant, 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. Realtors may show potential buyers the condo units if the owner decides to sell. In the City of Urbana, Landlord will provide 24 hour notice to tenants before entering the rental unit. Landlord may provide this notice through phone, email, verbal or posting notice. In cases of emergency repairs, or when a tenant gives landlord permission to enter the unit without 24 hours notice, Tenant waives their right to the 24 hour notice that is required by the Landlord.

 Initials

14. 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.

 Initials

15. 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. 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 the 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' 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' access to the leased premises.

 Initials

16. PETS: No pets are allowed on premises. There will be a **\$250** fine per day for any pets that are on the premises **without** landlord permission. This includes pets that are "visiting" or being temporarily cared for by Tenant.

 Initials

17. SUBLETTING: 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.

 Initials

18. 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 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 to the above will result in towing at the Tenant(s) expense.

 Initials

19. NOTICES: All notices and demands authorized or required to be given to Tenant may be served upon Tenant in person by posting on tenant's door, or by mail addressed to them at the address of the property. There can be a \$15 processing fee charged to the Tenant anytime Landlord has to serve tenant with 5 day or 10 day notices.

____ Initials

20. HOLD-OVER: A holding over beyond the expiration of the term specified herein shall not operate as an extension of this lease, nor as a renewal of the lease, and tenant will be charged \$150 per day.

____ Initials

21. ATTORNEYS 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.

____ Initials

22. DEFAULT: If Tenant fails to pay in full any installment of the rent herein reserved within the first 3 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.

____ Initials

23. 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.

____ Initials

24. ABANDONMENT OF PREMISES: If the property becomes vacant during the term of this lease, and if at the time of the vacancy Tenant is 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, to lease the premises as agent of Tenant, and to apply the proceeds received from such letting toward the payment of Tenant's 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.

____ Initials

25. DISPOSITION OF PROPERTY: Any personal property remaining in the premises after the expiration of the term of this shall be conclusively deemed to have been forever abandoned by Tenant and may be disposed of by Landlord.

____ Initials

26. 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. Failure by Tenant to abide by these terms, following written notice by Landlord, shall be grounds for termination of this lease.

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 themselves, through police reports, or court record searches.

Tenant shall not host guests in units for any period longer than 48 consecutive hours. If Landlord receives notice that a tenant's guest has been in the unit for more than 48 consecutive hours, tenant will be in violation of the lease agreement and subject to eviction or an additional charge up to the full amount of rent.

____ Initials

27. TERMS: The terms of this lease agreement shall be binding upon the respective parties regardless of gender or plural terms.

____ Initials

28. KEYS: 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 for each tenant residing in the unit. A replacement front door key will be **\$25.00**, a replacement mailbox key will be **\$10.00**, and a replacement electronic key will be **\$50.00**. A fee of **\$75.00** will be assessed to the tenant for lock changes. Tenant will be charged **\$40.00** if on call maintenance needs to be called to open the door for a tenant or guest that is locked out of their home. Tenant is allowed to change to a locking door handle on their bedroom door, as long as tenant furnishes key copy to Landlord. If key is not provided, a locksmith will be called at expense of the tenant.

____ Initials



29. 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.

Tenants are solely responsible for maintaining a safe clean environment in the unit. Trash shall only be stored in appropriate containers as per city codes. 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 evidence of poor housekeeping, or a written Notice of Violation from the City of Urbana, for housing code violations that are the Tenants' responsibility, the following schedule of fines will be charged to the tenants for each offense. Typical notices include unlicensed vehicles on the premises, trash outside of a container or no trash service.

- 1st Offense** – Tenants is fined a fee of **\$25**, per tenant, plus costs of landlord to remedy this issue.
- 2nd Offense** - Tenant is fined a fee of **\$50**, per tenant, plus costs of landlord to remedy this issue.
- 3rd Offense** - Tenant is fined a fee of **\$100**, per tenant, plus costs of landlord to remedy this issue. After 3rd Offense, Landlord has the right to begin the termination process.

_____ **Initials**

30. 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. Tenants must make all maintenance requests to the Capstone Quarters Office at **217-367-7368**. Tenant shall not call a leasing representative cell phone, owners' cell phone or any other number for maintenance issues. **Any maintenance issues that are not reported to our main office phone number will not be processed.**

_____ **Initials**

31. PARENTAL OR SPONSOR'S GUARANTY: The Landlord may require, as a condition of this Lease, a binding Parental or Sponsor's Guaranty (the, "Guaranty"). Landlord reserves the right to cancel this Lease in the event such Guaranty is not fully executed, notarized, and returned to the Agent within fifteen (15) days from the date of execution of this Lease by Tenant, or if such Guaranty is not fully executed and returned to the Agent prior to occupancy, whichever time period is shorter. Tenant understands that the Guaranty must be obtained directly from the parent or sponsor and that Landlord reserves all rights, both civil and criminal, for any false execution or forgery of the Guaranty. Tenant acknowledges that this lease is for an essential necessity of Tenant, and that Tenant shall be fully bound by all of the terms and conditions hereof irrespective of Tenant's age or legal status. The execution of the Guaranty constitutes an additional assurance to Landlord of the performance of the covenants of this Lease and shall not be construed as a release of Tenant's responsibilities and obligations hereunder.

_____ **Initials**

LANDLORD OR REPRESENTATIVE:

TENANT:

Signed

Signed

Printed

Printed

Date

Date

UNIT # _____



UTILITY ADDENDUM TO PARAGRAPH 3
CAPSTONE QUARTERS – URBANA, ILLINOIS
AGREEMENT OF LEASE

THIS ADDENDUM made and entered into this _____ day of _____, 20____ by and between CAPSTONE QUARTERS URBANA, LLC., D/B/A CAPSTONE QUARTERS, by its agent, CAPSTONE PROPERTIES LLC, (hereinafter referred to as “Landlord” and “Agent” respectively) and

_____ (hereinafter referred to as “Tenant”) in regard to a Lease Agreement commencing the _____ day of _____, 20____. The parties do hereby agree that paragraph 3 of the Lease Agreement entered into between them shall be amended to provide that included in the monthly rental amount, Landlord agrees to provide Tenant water and electric service provided that the actual cost of water and electric services used by all tenants in the apartment does not exceed the monthly sums set forth below. In the event

Tenant’s electric and water usage exceeds the sum of \$_____ in any month, each tenant shall be responsible for paying an equal share of said additional sum as additional rent for the subject premises. Except as amended by this Addendum, all other terms and conditions of paragraph 3 of the Lease Agreement remain in full force and effect.

It is understood as a requirement of the utility package, all bedrooms in Tenant’s assigned unit need to be leased and have a signed utility addendum in order for the utility package to be in effect. If for any reason all bedrooms are not leased or any tenant does not take possession, each Tenant will pay the base rental amount as noted on paragraph 2 of the lease and the utilities will be responsibility of each Tenant.

TENANT

DATE

CAPSTONE QUARTERS – URBANA, LLC
It’s Agent: CAPSTONE PROPERTIES LLC

BY:

DATE

TITLE



CAPSTONE QUARTERS CONDOMINIUMS
RULES AND REGULATIONS

The following Rules and Regulations are a binding part of your lease agreement with Capstone Quarters. We provide these Rules and Regulations for your benefit and the benefit of the other tenants of Capstone Quarters. By abiding by these Rules and Regulations, we expect that all tenants will better enjoy living at Capstone Quarters. Please understand that any violation of any of these Rules causes increased operating expenses, including, but not limited to, clean-up costs, increased management and labor costs, and increased utility costs. Please understand that any violation of one of these Rules and Regulations constitutes a default in the lease agreement and Capstone Quarters may proceed with an eviction action or other legal proceedings provided for under the Lease Agreement and provided by law. In accordance with your Agreement of Lease, and security deposit hereunder, you will be charged for violation of these Rules in order to offset those increased costs. Such charges are due and payable at the same time as the succeeding month's rent. **Renters insurance is strongly suggested for all residents.** Renters insurance protects your belongings in cases of theft, fire, flood, etc. Capstone Quarters is not responsible for the replacement or repair of stolen or damaged belongings. Tenant is encouraged to secure unit-dwellers, renters or similar insurance to cover any loss or damage to personal property.

4. **Pets are not allowed on the premises.** The following shall apply to a violation of this policy.
FIRST: A written warning will be issued to the Tenant specifying the complaint, a **\$250.00 charge per day** will be assessed against the Tenant and Landlord may, in its discretion, declare the Lease to be in default. Tenant will also be responsible for cleaning and replacement of carpet due to any damage.
SECOND: Upon a second violation, a \$250.00 charge per day will be assessed the Tenant. The Landlord may in its discretion declare the leases to be in default which shall not amount to a release from the obligations of the lease to the tenant but shall, in addition, make the tenant responsible for any damages the landlord is unable to mitigate. This is to say, upon a second violation, you may be assessed a \$250 charge per day, your lease declared in default, and if the landlord is unable to rent the same for the balance of the lease, you will continue to be liable for rent. Of course, this is in the discretion of the landlord.
2. The Landlord acknowledges the right of the Tenant to entertain friends and to have parties and guests. Tenant, members of Tenant's family, and guests shall at all times maintain order in the unit and at all places on the grounds, and shall not make or permit any loud, improper, or boisterous conduct or otherwise disturb the comfort or interrupt the sleep of other residents. All radios, television sets, or any other appliances or items which may cause noise, etc. must be turned down to a level of sound that does not annoy or interfere with other residents. No band instruments shall be played on the premises at any time.
Accordingly, the following shall apply to complaints concerning a Tenant's violation of this rule. In order for a Tenant to refute a complaint, it is understood that the burden of proof is upon the Tenant who must refute such charge with clear, convincing, and undisputable evidence. Landlord expressly retains the right to increase the charges set forth herein if the initial charges fail to cover costs and expenses. Such charges are expressly included as an item guaranteed in the Parental or Sponsor Guaranty form. Landlord retains the right to summon law enforcement officers, who may impose additional charges as determined by local laws. Landlord may, in its discretion, declare the lease to be in default, as a result of the violation of any of the conditions specified above.
3. **No charcoal or gas grills are allowed on the property.** No grill of any kind is allowed. There are grills at a nearby park if desired.
4. **NO SMOKING CIGARETTES, HOOKAH, CIGARS, or ANY OTHER ODOR CAUSING SUBSTANCES is permitted inside of the apartments.** No incense or 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.
5. The driveways, sidewalks, courts, entry passages, stairs, and halls shall not be obstructed, used for bicycles, motorcycles, and other vehicles or any purpose other than ingress and egress. If the Tenant would like to bring a personal onto the property, Tenant will be required to register it with the Capstone Quarters office each year. Tenant will be required to display the sticker that is issued from the office somewhere on the bicycle or the bicycle will be confiscated by Capstone Quarters staff and Tenant will be required to pay \$35.00 to get it back. Motorcycles and scooters will be required to be parked in the parking lot spaces or they will be towed at the owner's expense.
6. Recreational vehicles, boats, jet skis, etc., are prohibited from being parked on the premises. Parking of tenant vehicles in other than designated parking area is strictly prohibited. Motorcycles must be parked in a designated parking spot. Tenant is not allowed to park or store motorcycle on patio or in breezeway area. Landlord reserves the right to refuse parking of any vehicle which may endanger life or property. This is to include, any vehicle which is inoperable; is leaking fluids; or is lacking proper license/registration. Although guest parking is provided, these spaces may prove inadequate at certain times, such as when tenants may be entertaining or on football or other sports or college activity weekends. Tenant agrees to abide all normal parking regulations and in particular not to double park, park in fire lanes, obstruct the flow of traffic, park in prohibited areas, park on landscaped areas or otherwise violate parking provisions in force from time to time. In the event parking decals shall be required, Tenant agrees to display such decal as instructed. Tenant agrees that for such violation of any parking regulations in force from time to time, including failure to display decal, Tenant's vehicle and the vehicle of Tenant's guests may be subject to being towed at Tenant's expense or to charges put in force by the Landlord from time to time. Only one vehicle is allowed per tenant.
7. 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.



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.

- 8. 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.
- 9. Tenant, at Tenant's expense, shall be liable for replacement of all interior light bulbs and batteries. All bulbs and batteries must be operational at the time the Tenant vacates the Premises. Colored bulbs are not allowed in balcony lights. Tenant may not remove balcony light or globe. Landlord reserves the right to impose a reasonable charge for replacement of balcony light or globe if removed.
- 10. Solicitation shall not be permitted on the complex, either by Tenants or outside solicitors, without the prior written permission of the Resident Manager.
- 11. Tenant must keep utilities (electricity, gas, etc.) turned on as long as the unit is leased by Tenant in order to maintain appliances in operating order and to provide a minimum temperature of 60 degrees in cold months. From the date utilities are turned off by cancellation or otherwise, it is presumed that the Tenant has abandoned the unit and the Landlord may enter and take possession. Any damages from the utilities being turned off until Landlord gains possession shall be paid by Tenant. If disconnected utilities are turned over to the account of Landlord, Landlord has the right to bill and equal share of such charges, plus reasonable management overhead, to Tenant.
- 12. **All trash and garbage will be placed in receptacles in locations designated by the Landlord.** Tenant agrees to cause trash and refuse to be deposited directly into such dumpsters and not left in the units or in the common area, hallways, or similar places. Landlord reserves the right to impose a **\$25 per bag/box** charge for violation of this provision, as well as, for any littering by Tenant. Tenant agrees to place trash inside of dumpster, not outside the dumpster or surrounding area.
- 13. Washing vehicles and performing mechanical work thereon is strictly prohibited unless special areas are designated at Landlord's sole discretion.
- 14. Storage of any flammable or explosive items is strictly prohibited on or about the Premises or complex.
- 15. No satellites, radio wires, television or other aerials or any other objects whatsoever shall be attached to the roof or exterior of any building.
- 16. The use of halogen lamps is strictly prohibited.
- 17. Balcony areas are to be kept in a clean and orderly manner. 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
- 18. Water beds are not permissible.

CAPSTONE QUARTERS PARTY RULES AND REGULATIONS AS PER URBANA ORDINANCE

- 1. All parties must be registered with the office. If they are not, they will be shut down immediately.
- 2. The maximum number of allowed guests at a registered party is 25. Parties with more than 25 guests will be shut down.
- 3. Residents and guests of parties are not allowed to gather on balconies. Parties must remain indoors.
- 4. Any unit receiving more than one noise complaint will have the party shut down.
- 5. Open parties are not allowed. This means that all guests must be invited. Flyers inviting the general public are not allowed. If you are caught distributing this type of invitation, you and your Guarantor will be contacted and discussion of eviction proceedings will be initiated.
- 6. There is a limit of one keg per party.
- 7. All parties will be shut down at 2:00 a.m.
- 8. All illegally parked vehicles will be towed. No warning will be given. Instruct your guests to park in designated areas. You are responsible for your guests' behavior. The cost of repairing damage caused by your or your guests will be your financial responsibility.

MANAGEMENT'S DEFINITION OF A PARTY IS ONE UNIT HAVING TEN OR MORE GUESTS

Landlord reserves the right at any time to make changes to these Rules and Regulations as Landlord shall in its judgment determine to be necessary for the safety, care, and cleanliness of the premises and for the preservation of good order, comfort, and benefit of tenants in general and for the efficient operation of the community.

TENANT _____ DATE _____

