JSM MANAGEMENT, INC.
APARTMENT RENTAL AGREEMENT

SAMPLE LEASE

SECTION 1.

This APARTMENT RENTAL AGREEMENT, hereinafter referred to as AGREEMENT, made and entered on ___________, by and between JSM Management, Inc., hereinafter referred to as LESSOR, and ____________________________________________________________, hereinafter referred to as Lessee, witnesseth that:

I. PREMISES LEASED AND TERM OF LEASE:

LESSOR hereby leases to LESSEE, and LESSEE leases from LESSOR the PREMISES known and described as:

Apartment Number ____, in the building situated at ____________, City of ______________, Illinois, __________, hereinafter referred to as the LEASED PREMISES, for residential purposes only, and be occupied only by Lessee identified above, for a term beginning noon on ________________, and ending on ________________, at noon prevailing time.

II. RENT:

In consideration of LESSOR leasing the LEASED PREMISES to LESSEE and notwithstanding other amounts which may become due as described herein, LESSEE agrees to pay as rent to LESSOR the total sum of: ___________________________ dollars ($________ ) in accordance with the following schedule:

_________________________ dollars ($________ ) on or before the first day of August, 2021, and ___________________________ dollars ($________ ) on the first day of each and every month thereafter from September, 2021 through June, 2022, and a final payment of ___________________________ dollars ($________ ) on or before the first day of July, 2022.

III. SECURITY DEPOSIT:

LESSEE agrees upon execution of this AGREEMENT to deposit with LESSOR the sum of ___________________________ dollars ($________ ) to be held by LESSOR as a Security Deposit as described herein.

IV. UTILITIES AND SERVICES CHARGE:

LESSOR agrees to make available, at its expense, to LESSEE the following listed Utilities and other services:

___________________________________________

V. TELEPHONE AND DATA ACCESS:

In no event shall LESSOR be liable for losses or damages incurred by LESSEE due to the failure of equipment to operate, damage to LESSEE’S equipment or data, or interruptions in service. If wall jacks are present and LESSEE
chooses to contract with an outside provider for telephone or data service, LESSEE shall bear all expense for support and configuration of this service.

VII. ROOMMATES:

LESSEE acknowledges the LESSOR is not liable for any claims, damages or actions of any nature relating to, arising from or connected with disputes between roommates.

VIII. CARPET CLEANING:

LESSEE agrees that $_______ shall be deducted from the security deposit for the cost of professionally cleaning the carpets in the LEASED PREMISES after LESSEE vacates as provided in Section 2, Paragraph II of this AGREEMENT.
LEESSEE agrees to deposit with LESSOR a Security Deposit in the amount stated in section 1 paragraph III herein upon execution of this AGREEMENT to secure LESSEE’s performance pursuant to this APARTMENT RENTAL AGREEMENT. The parties hereto further agree that said deposit shall be first applied to unpaid rent pursuant to this AGREEMENT then to other damage suffered by LESSOR occasioned by LESSEE’s breach of this AGREEMENT. LESSEE agrees that it shall be responsible for any damage to the LEASED PREMISES, and for any damage or loss to the appliances and furnishings, excepting normal wear and tear and existing wear and tear at the time LESSEES takes possession or acts of God. In the event that the LEASED PREMISES or the structure containing the LEASED PREMISES is damaged or destroyed by fire caused by the intentional act or negligence of LESSEE or any one LESSEE LESSEE shall be liable to LESSOR for all damages incurred by LESSOR. LESSEE further agrees to pay the actual cost for any services made necessary by LESSEE’s abuse or failure to leave the PREMISES (including all fixtures, appliances and surfaces) in as good and clean condition as existed when LESSEE took possession of the premises, for normal wear and tear. LESSEE further agrees that any and all expenses incurred by LESSOR because of LESSEE’s breach of the foregoing provisions, unpaid utility bills, unpaid rent, unpaid late charges and/or outstanding balances may be deducted from LESSEE’s Security Deposit at the termination of this AGREEMENT. LESSEE shall not be given any credit for any Security Deposit or balance thereof toward the rental charges of any subsequent term of this Rental Agreement unless a Credit Report is obtained. LESSOR reserves the right to decline acceptance of personal or business checks, and additionally shall pay $100.00 per day for each day such pet(s) remains in the areas described herein by LESSOR, his agent(s) or employee(s). LESSOR shall be liable to LESSOR for all damages incurred by LESSOR. LESSEE agrees to immediately reimburse LESSOR for the cost to repair said damage. In the event that any part of the Security Deposit is applied to damages subject to PREMIUMS, LESSOR shall account to LESSEE for said damage as required by applicable statutes and ordinances. In the event that LESSEE vacates the subject PREMISES prior to the end of the term of this Lease, any balance of the Security Deposit not applied to unpaid rent or damage to the PREMISES as set forth herein, shall be held by LESSOR until the end of the Lease term to secure LESSEE’S obligations under the remaining term of this Lease. If more than one person signs this AGREEMENT as LESSEE, said balance of the Security Deposit shall be sent to the addresses as they appear in this AGREEMENT in shares equal to the percents indicated after each name.

III. UTILITIES AND UTILITY CHARGES:

LESSEE, shall, during the entire Term of the Lease Agreement, maintain service at LESSOR’s sole expense for all utilities that are not made available to LESSEE by LESSOR pursuant to a Section 1, Paragraph IV of this Agreement. The word utilities is used in its broadest sense and by no way of example shall include, but not be limited to, electricity, natural gas and water. Further, LESSEE agrees to pay for all additional utility services, all charges caused by the turn off of any connection or transfer of utility service into LESSEE’s name as a result of LESSEE’S failure to maintain service, and utility-related municipal levies charged to the LEASED PREMISES. In the event that LESSOR pays charges for utilities including disconnection and reconnection fees because of LESSEE’S breach of the requirements of this paragraph LESSEE agrees to also pay to LESSOR to add said charges as additional rent a fee of $25.00 as reimbursement for additional administrative time spent by LESSOR because of LESSEE’s breach of the requirements of this paragraph.

IV. FORMS OF PAYMENT AND RETURNED PAYMENTS:

In the event payments due herein are made by check, ACH draft or automatic withdrawal, and such payment is returned to LESSOR unpaid for any reason a charge of $25.00 will be added to LESSEE’s account. In such event, amounts due remaining unpaid, will be subject to additional charges unless paid in full as provided in the paragraph entitled “Late Charges”. LESSOR, at his option may re-deposit such payment and notify LESSEE of such re-deposit by mail. No payment may be deposited a third time. In the event a payment is returned by bank error and without notice by LESSOR to ADDITIONAL PAYMENTS, and bank notifies LESSOR of such error in writing, LESSOR shall remove such charges from LESSOR’s account. LESSOR’s acceptance of personal or business checks, ACH or automatic withdrawal, or credit or debit card payments in which event payment will be made by bank cashier’s check or money order. Due to security concerns, LESSOR cannot accept cash for rent payments.

V. LATE CHARGES:

The time of each and every payment of rent and other charges due herein is of the essence of this AGREEMENT and LESSEE agrees that if a balance remains on LESSEE’s account after the date that payment is due, a monthly late fee in the amount of five (5%) percent of the outstanding balance may be added to LESSEE’s account. Payments shall be deemed to have been made as of the date received at the LESSOR’s office. LESSOR’S acceptance of payment for rent or other charges after such payment is due or after knowledge of any breach of this AGREEMENT by LESSOR shall not waive or affect any notice, demand or judgement or change, alter or modify LESSOR’S rights or remedies.

VI. NO PETS ALLOWED:

No pets (animals, domestic or otherwise) for any reason at any time shall be kept in or near the LEASED PREMISES, or in the common areas or parking lots, or in or around the building containing the LEASED PREMISES by LESSEE or his guest(s) and in the event such pet(s) is found in the areas described herein by LESSOR, his agent(s) or employee(s), LESSER shall immediately pay as additional rent $100.00 to LESSOR. Payment of said sums shall in no way grant LESSEE consent to maintain said pet and LESSEE shall be in breach of this AGREEMENT for violation of this Section even if the foregoing charges are paid. Notwithstanding the foregoing, LESSOR will permit LESSEE to have and keep a Service Animal as defined by applicable disability laws in the LEASED PREMISES to accommodate Lessee’s physical or mental disability as provided and required by applicable disability laws, provided that LESSOR first submits to LESSOR written documentation from a licensed health care professional confirming LESSOR’s disability; and, provided further that said Service Animal not disturb the quiet enjoyment of other tenants, and that LESSOR be liable for any damage caused by the Service Animal to the LEASED PREMISES.

VII. NO SMOKING OR VAPING ALLOWED:

LESSEE acknowledges that this building is a non-smoking and non-vaping building and that smoking and vaping are prohibited at all times in all apartments and all common areas, including, but not limited to, hallways, stairwells, elevators, courtyards, parking garages and adjoining grounds. In the event that evidence of smoking or vaping is found in the areas described herein by LESSOR, his agent(s) or employee(s), LESSER shall immediately pay as additional rent $100.00 to LESSOR. Payment of said sums shall in no way grant LESSEE

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consent to smoke or vape in the areas described and LESSEE shall be in breach of this AGREEMENT for violation of this Section even if the foregoing charges are paid. Lessees smoking or vaping in such prohibited areas or Lessee's guests smoking or vaping in such prohibited areas are material violations of this Lease making the Lessee subject to eviction.

VII. SUBLLEASING:

LESSOR may sublet the LEASED PREMISES with LESSOR’S prior written approval and consent. Such approval shall not be unreasonably withheld. LESSOR shall give said consent as long as the proposed subtenant would otherwise qualify as a lessee pursuant to LESSOR's then current standards for acceptance of new tenants. LESSOR understands and agrees that, in the event he sublets the LEASED PREMISES, he shall remain liable for all obligations and duties as described herein for the remaining term of the lease. Failure of LESSOR to object to any unapproved sublet of the LEASED PREMISES, whether voluntary or involuntary shall not constitute a waiver by LESSOR of any obligations or duties of LESSOR. Said subletting shall be effective only upon execution by LESSOR, LESSEE and all Sublessees of a sublease agreement approved by LESSOR.

IX. ACCESS TO LEASED PREMISES BY LESSOR:

LESSEE agrees to permit LESSOR reasonable access to the LEASED PREMISES for the purpose of inspection, pest control treatment and inspection, exhibiting for leasing purposes, or to make alterations including reconfiguration of the LEASED PREMISES, or repair or replacement of any items or space as described herein. LESSOR agrees to limit his access to the LEASED PREMISES, except in case of emergency or for leasing purposes, to the period between 8:00 a.m. and 5:00 p.m. on weekdays or by prior written or verbal agreement with LESSEE. LESSOR agrees to provide LESSEE 24 hours written or verbal notice of entry into the LEASED PREMISES for the purpose of pest control requiring LESSEE to move their personal belongings or improvements which may temporarily limit LESSEE’S use of the LEASED PREMISES. LESSOR shall not alter any lock or other attachment on any door of the LEASED PREMISES, or make any alteration which denies LESSOR’S access to the LEASED PREMISES. LESSEE hereby gives permission to LESSOR to contact them through email or any other electronic media for the purpose of serving notice and soliciting information through surveys.

X. LEASE TERMINATION:

At the termination of this AGREEMENT by expiration or otherwise, LESSEE shall yield up immediate possession to LESSOR and deliver all keys to LESSOR at the office of management for the LEASED PREMISES. If LESSOR fails to do so, LESSOR shall for each day or fraction thereof LESSEE continues to occupy the LEASED PREMISES pay as additional rent a sum equal to two times the amount of daily rent provided for herein. LESSEE agrees and understands that in the event of such post-term possession that in addition to the double daily rent as provided for herein the tenant may be liable to the LESSOR for some or all of the next occurrance the LEASED PREMISES for reimbursement of meal and housing expenses and any other damage suffered by LESSOR. LESSOR shall further be liable to LESSOR for damages incurred through loss of rents due to LESSEE’S failure to surrender the LEASED PREMISES at the termination of this AGREEMENT. The LESSOR reserves the right to make and surrender the LEASED PREMISES at the termination of this AGREEMENT to its present condition at the cost of which LESSEE will be responsible for such personal property and LESSEE agrees to make no claim against LESSOR for such personal property.

XI. SMART TV AND SMART DEVICES:

Prior to vacating the LEASED PREMISES, LESSEE agrees to remove all accounts and personal information from any smart television or smart device furnished by LESSOR. LESSOR does not hold LESSOR responsible for unauthorized use of personal and account information not removed from LESSOR-furnished smart televisions and smart devices.

XII. LOCK CHANGES:

LESSOR agrees upon receipt of written request from LESSEE to change the lock and keys to the entry door of the LEASED PREMISES and/or the mail box lock and key at any time during the term of this AGREEMENT. LESSOR agrees to pay LESSOR for such lock and key changes the fees as stated in rules adopted by LESSOR, which shall be payable prior to any lock or key change. LESSOR understands and agrees that in the event he fails to immediately deliver all keys for entry doors and mail box at the termination of this AGREEMENT as set forth in the paragraph entitled “Lease Termination”, LESSOR may change the entry door and mailbox locks and LESSOR shall pay for the lock changes as described herein.

XIII. CARE OF LEASED PREMISES:

LESSOR agrees to make no alteration, addition(s) or change(s), including but not limited to painting or redecorating in the LEASED PREMISES, except in case of emergency or for leasing purposes, except for painting or redecorating in the LEASED PREMISES, including but not limited to ceilings, walls, window frames and common areas clean and free of dust, garbage and hazards to health. LESSOR agrees to maintain electricity service in the LEASED PREMISES throughout the term of this AGREEMENT. LESSOR agrees to maintain sufficient heat in the LEASED PREMISES so as to prevent freezing of water pipes and other plumbing, particularly in the event LESSOR is absent for extended periods such as holidays. LESSOR agrees to allow LESSOR to adjust the heat levels in the LEASED PREMISES in LESSOR’S absence in the event LESSOR fails to maintain sufficient heat to protect LESSOR’S property and protect the neighboring dwelling units, although LESSOR assumes no responsibility to so do. In the event LESSOR adjusts the heat levels due to LESSOR’S failure to maintain sufficient heat as described herein, LESSOR shall notify LESSOR of such adjustment by posting notice in written form within the LEASED PREMISES and LESSOR shall be liable to LESSOR for a fee as reimbursement for cost incurred by LESSOR for making said thermostat adjustment. The cost to repair any damage resulting from misuse of the plumbing shall be paid by LESSOR. No waterbeds of any kind are permitted in the LEASED PREMISES. LESSOR will not puncture or scar wall or ceiling surfaces with hanging objects or decorations in such a manner as to cause damage to the surface and wall. Devices which when driven into or removed leave a hole no larger than 1/16th of an inch will be permitted. No device of any kind may be attached to cabinets, appliances, glass, furnishings, doors or trim. LESSOR agrees and understands that the ceilings may contain the heat supply system for the LEASED PREMISES such that if punctured, they will require a substantial repair, the cost of which will be paid by LESSOR. No spikes, hooks, nails or any other fastening device or any other object may be driven into or attached to the ceilings of LEASED PREMISES. No cooking of food is permitted anywhere in the LEASED PREMISES, or areas as described in the paragraph entitled “Permitted Uses of Common Areas and Parking Lots”, except the kitchen. LESSOR agrees to obey all State, Local and Federal Statutes and Ordinances and LESSOR'S Rules and Regulations while on or about the LEASED PREMISES. LESSOR agrees that violating these Statutes, Ordinances, Rules and Regulations while on or about the LEASED PREMISES are grounds for eviction. LESSOR agrees that violating these Statutes, Ordinances, Rules and Regulations while on or about the LEASED PREMISES as the landlord/owner/manager of the building, personal property or other damages incurred through loss of rents due to LESSEE’S failure to surrender the LEASED PREMISES at the termination of this AGREEMENT. LESSOR agrees to limit its access to the LEASED PREMISES, except in case of emergency or for leasing purposes, to the period between 8:00 a.m. and 5:00 p.m. on weekdays or by prior written or verbal agreement with LESSEE. LESSOR agrees to provide LESSEE 24 hours written or verbal notice of entry into the LEASED PREMISES for the purpose of pest control requiring LESSEE to move their personal belongings or improvements which may temporarily limit LESSEE’S use of the LEASED PREMISES. LESSOR shall not alter any lock or other attachment on any door of the LEASED PREMISES, or make any alteration which denies LESSOR’S access to the LEASED PREMISES. LESSEE hereby gives permission to LESSOR to contact them through email or any other electronic media for the purpose of serving notice and soliciting information through surveys.
LESSSEE understands and agrees that the common areas such as halls, stairs, landings, lobbies, laundry rooms and parking lots are not part of the LEASED PREMISES and that use of such areas and lots is subject to rules adopted by LESSOR. LESSOR reserves the right to modify these rules from time to time during the lease term, and LESSSEE agrees to be bound by all such modifications. Violation of these rules may result in the assessment of a fee in the amount stated in the rules and/or eviction from the PREMISES. LESSSEE agrees that neither he nor his invitees, guests or pets nor his employees, agents, contracts and associates, contractors and the owners of fitness center premises and their contractors, agents successors and assigns are hereby released from liability for any damages arising from personal injury (including death) sustained by LESSEE, in, on, or about fitness center premises or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence, or gross negligence of JSM Management Inc. and/or its insurers, agents, employees, directors, associates, contractors and the owners of real estate located at fitness center premises provided by JSM Management Inc., and their contractors, agents successors and assigns. LESSSEE accepts and assumes full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any kind, which may occur to LESSEE, and LESSSEE hereby fully and forever releases and discharges JSM Management Inc. and/or its insurers, agents, employees, directors, associates, contractors and the owner of the real estate located at fitness center premises provided by JSM Management, Inc. and their contractors, agents successors and assigns, from any, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the use of said equipment and facilities. LESSSEE expressly agrees to indemnify and hold the company harmless from, and against, any and all damages, rights of action, or causes of action, resulting from injuries or damages sustained by LESSSEE. LESSSEE agrees to be solely responsible for LESSSEE's safety. LESSSEE understands that supervision, instruction, or assistance for the use of the facilities and equipment will not be provided to LESSEE. LESSSEE agrees to comply with all Fitness Center Rules and Regulations imposed by JSM Management Inc. regarding the use of the facilities and equipment as those posted by JSM Management Inc. and/or its insurers, agents, contractors, successors and assigns. LESSSEE understands and acknowledges that JSM Fitness Centers are provided as an amenity and use of the facilities may be revoked, suspended, eliminated or reduced (including elimination of equipment available for use), at the sole discretion of JSM Management Inc. and if the use of any facility is revoked, suspended, reduced or eliminated LESSSEE will not be entitled to compensation of any kind including, but not limited to, abatement or reduction of Lease payments or rent due. LESSSEE understand that Fitness Center access will be removed if LESSSEE provides gym admission to any non-resident.

XVI. BREACH OF AGREEMENT, ATTORNEYS FEES, GOVERNING LAW AND Venue:

The failure of LESSSEE to perform any of the terms and conditions contained herein shall constitute a breach of this AGREEMENT and LESSSEE may exercise all rights and remedies provided herein, including the right to terminate this AGREEMENT and evict LESSSEE from the LEASED PREMISES. LESSSEE shall pay all attorney fees and collection costs incurred by LESSOR during the course of LESSOR seeking compliance of LESSEE for LESSSEE'S obligations contained herein. In the event either party to this AGREEMENT initiates any type of action in a court of competent jurisdiction or administrative proceeding to enforce legal rights against the other party, whether or not arising out of this AGREEMENT, the LESSOR shall pay LESSOR all attorneys’ fees and legal expenses incurred by the LESSOR in the event that LESSOR is the prevailing party in such action. In the event LESSOR vacates the LEASED PREMISES prior to the end of this AGREEMENT for any reason, or if LESSOR is evicted for any breach of this AGREEMENT, LESSSEE shall remain responsible for all obligations of LESSSEE contained herein, including payment of rent and other charges. Should LESSSEE vacate the LEASED PREMISES prior to the end of this AGREEMENT, LESSSEE shall have the right to use the LESSOR's credit and history to secure housing in the future. LESSSEE agrees that LESSOR can reasonably secure to minimize its losses as a result of LESSSEE’S breach. LESSSEE shall pay the cost to re-let as well as damages or loss of rent or as provided under other lease provisions. Should LESSSEE vacate the LEASED PREMISES prior to the end of this AGREEMENT, LESSOR and LESSSEE shall consider a default under this lease. LESSOR and LESSSEE agree that the laws of the State of Illinois shall govern this Agreement, with the courts of Champaign County having sole and exclusive jurisdiction.

XVII. NECESSARY REPAIRS:

LESSOR agrees to make necessary repairs to the LEASED PREMISES. LESSOR further agrees to comply with all applicable building codes and repair all appliances and furnishings. LESSOR shall give written notice to LESSOR regarding any deficiencies in the LEASED PREMISES related to buildings or appliances and furnishings that do not work properly. LESSOR shall determine what constitutes necessary repairs in its sole discretion. LESSOR reserves the right to determine the nature, cure and course of action to be taken for all necessary repairs. LESSOR shall attempt to make necessary repairs within a reasonable time following receipt of notice of same by LESSSEE. However, LESSOR understands that emergency repair work will take precedence over other repairs and that delay may result when LESSOR has to wait for parts or replacement equipment from its suppliers. LESSOR shall bear the expense of all necessary repairs, except those caused or occasioned by LESSSEE or their agents or guests. Repairs caused by LESSSEE, their guests or agents will be charged to LESSSEE as additional rent. In no event shall LESSSEE be liable for losses of damages incurred by LESSSEE due to the failure of equipment to operate or the necessity of repair. LESSOR further agrees to provide monthly pest control and trash removal service.

XVIII. LEASED PREMISES BECOME UN contiguous:

If, by notice of a government agency of proper authority, the LEASED PREMISES become untenable by reason of fire, acts of God or any casualty, LESSOR may enter the LEASED PREMISES and remove all appurtenances and take possession thereof and re-let the same by LESSOR for the use and occupation of a competent lessee. LESSOR shall have the right to terminate this AGREEMENT without further obligation of one party to the other. In the case of such termination by LESSSEE, LESSOR shall handle LESSSEE’s Security Deposit as provided for herein. Such termination of this AGREEMENT shall not be by reason of riots or strikes, order or acts of authorities not related to the untenability of the LEASED PREMISES or negligence of LESSSEE.

XIX. APPLICATION INFORMATION:

LESSSEE warrants that the information given in the Apartment Rental Application is true and accurate. Inaccurate or misleading information provided by LESSSEE on the Apartment Rental Application shall constitute a breach of this AGREEMENT by LESSSEE, with LESSSEE retaining all rights and remedies provided for herein.
XX. **MISCELLANEOUS:**

In the event that LESSOR allows LESSEE to occupy the premises prior to the commencement date of the lease or after the termination date of the lease, the parties hereto agree that all of the terms and provisions of this lease shall be continuously binding on them from the time they are given possession of the premises.

XXI. **PROVISIONS SEVERABLE:**

If a court of competent jurisdiction at any time holds any portion(s), provision(s) or term(s) of this AGREEMENT invalid, the remainder of this AGREEMENT shall not be affected thereby and shall continue in full force and effect.

In consideration of the covenants and AGREEMENTS contained herein, the parties have executed this AGREEMENT, containing both Section 1 and Section 2:

LESSEE SIGNATURE: (1) ______________________________________
Security Deposit Percent: _____%

LESSEE SIGNATURE: (2) ______________________________________
Security Deposit Percent: _____%

LESSEE SIGNATURE: (3) ______________________________________
Security Deposit Percent: _____%

LESSEE SIGNATURE: (4) ______________________________________
Security Deposit Percent: _____%

LESSEE SIGNATURE: (5) ______________________________________
Security Deposit Percent: _____%

LESSEE SIGNATURE: (6) ______________________________________
Security Deposit Percent: _____%

AGENT for LESSOR: J.S.M. MANAGEMENT, INC., 505 S. Fifth St., Champaign, IL 61820 (217) 359-6108

AUTHORIZED AGENT: ______________________________________