

CONTRACT FOR USE OF DWELLING UNIT

This contract is made and entered into this _____, between Michael Fuerst, hereafter referred to as the agent, address 802 N Broadway, Urbana IL 61801 phone number 217 2395844, and _____ hereafter referred to as the occupants. The word "agent," as used in this contract shall refer to the "agent, agents or their respective successors, heirs, executors, or designated representatives."

1. DESCRIPTION OF PREMISES: The agent hereby allows the occupants to utilize the dwelling unit located at _____ in the city and state of _____, for residential purposes. This unit is unfurnished.

2. TERM OF CONTRACT: This contract shall begin on _____ and run continuously through _____

3. AMOUNT, DUE DATES AND METHOD OF RENTAL PAYMENTS: Payments shall be made in installments as follows: (i) , and (ii) \$ _____ on the ____ day of each month, with the first such payment being due on _____, and the final such payment due on _____. Any installment payment paid more than three days after the due date is considered delinquent and is subject to a late charge of five percent of the amount due, plus one dollar (\$1.00) a day for each additional day thereafter that the payment remains unpaid in full. Any limits on late fees set by local laws shall apply. Any payment made under this contract shall be applied successively first to late fees for the most delinquent rental payment, then to the most delinquent rental payment for which all late fees have been paid in full. Occupants agree to pay agent twenty-five dollars (\$25.00) for any check returned unpaid by any bank, and any payment made by such check will be considered never to have been made. In the event of bank error, all penalties for a returned check will be waived if the agent receives the bank's written acknowledgment of the error. All rental payments shall be mailed to the agent's address above, or otherwise paid as the agent may designate in writing. Agent is not responsible for any cash delivered for which a written receipt signed by the agent or agent's representative has not been issued. Once a rent payment is more than 3 days late, occupants agree to pay agent a fee of sixty dollars (\$60.00) when agent prepares and delivers to occupants by personal delivery or by mail a notice that rent is overdue, whether or not such notice advises of possible eviction. The fee for an overdue rent notice shall not be assessed more than once in a calendar month.

4. SECURITY DEPOSIT The occupants shall pay to the agent a security deposit of \$ _____ on or before _____. This deposit shall be returned to the occupants within thirty days of either the date indicated in Section 2 as the end of the contract, or the effective date of a contract entered into as provided for under Section 8 below. From the amount returned, the agent may deduct any amounts owed under this contract, as well as the cost of repairing damage to the premises caused by the negligence or intentional acts of the occupants, their visitors or their guests. If the deposit is less than the cost of such repairs, occupants agree to pay the deficiency to the agent.

6. UTILITIES AND SERVICES: For the following services, the agent shall furnish and pay for those followed by "A", and the occupant(s) shall pay for those followed by "O": heat (___), electricity (___), gas (___), water (___), garbage removal (___), lawn care (___). Agent supplied garbage removal only includes household waste. Occupants shall reimburse agent for agent costs for disposing any furniture.

6a. ALTERATIONS. The occupants shall make no substantial alterations to the premises without written consent of the agent.

7. USE OF PREMISES: The dwelling unit is for the full residential use of a maximum of ___ persons. Occupants agree that any person sleeping more than six consecutive hours in the dwelling unit for at least twenty consecutive or non-consecutive days during the term of this contract, and who does not maintain both a separate mailing address and a separate residence, shall be considered an additional resident for the whole term of this contract. Occupants shall provide proof of any such persons' residences and mailing address within ten days of written request by agent. If occupants' fail to provide such proof within this ten days, such person(s) will be considered as additional residents for the whole term of this contract. Occupants agree that for every resident above the maximum permitted, the total rental payment shall increase four dollars for each day of the term of the contract. Occupants may entertain guests on the premises at all times. Occupants will not disturb, and are responsible for insuring that their visitors and guests do not disturb the quiet enjoyment of other building and neighborhood residents. No furniture filled or partially filled with liquids shall be on the premises without the written consent from agent. The following uncaged animals may be kept in the dwelling unit: **None** Occupants agree that the total rental payment will be increased three dollars for each day each unauthorized pet is kept. Occupants agree to pay any additional rent due under the terms of this paragraph immediately if the total rental payment was paid in one lump sum, or with the next scheduled payment if installment rent payments are being made.

8. TRANSFER OF OCCUPANTS' OBLIGATIONS UNDER THIS CONTRACT. The occupants may assign their obligations under this contract to new occupants approved by the agent. Agent shall not unreasonably withhold such approval. However, occupants will still be held fully responsible and primarily liable to perform the conditions of this contract and to guarantee such performance by the replacement occupants, and agree to pay agent a sublease fee of forty dollars (\$40). At option of agent a new contract with new occupants. In this case occupants would be responsible for the sublease fee and any contract payment discounts given new occupants through the end of the original expiration date of this contract. If such new contract with new occupants extend beyond the term of this agreement, then the sublease fee will not apply. If the occupants vacate the dwelling unit before the end of this contract, either willingly or by court order, without finding suitable replacements, occupants agree to pay the agent an additional fee equal the monthly installment payment. This fee is in addition to any amounts due under any other sections of this contract.

9. BREACH OF CONTRACT: Occupants' making of any false statements on any rental application for this agreement, or occupants' failure to pay any rental payment after five days of due date, or failure to observe and perform any of the other conditions, agreements, rules or provisions of this document after five days' written notice, constitutes the agent's authority and right to initiate the necessary legal procedures to re-enter and repossess the premises. The obligation of occupants to pay in full the total rent payment specified herein under this contract is not waived, released or terminated by the initiation of such legal procedures, or by any judgment for possession which may be rendered by such actions, or by any other acts which terminate the occupants' rights to possess the premises. Agent may hold occupants responsible for any unpaid rent, lost rent, damages and expenses in repossessing or in re-letting the premises. Occupants agree to pay all reasonable costs agent incurs to collect any debt due under this agreement. This includes, unless prohibited by law, all reasonable attorney fees, filing fees, court costs, collection agency costs, service fees, and other related collection costs or contingencies. Occupants understand that if any unpaid balance is turned over to a collection agency that a fee ranging from 30%-50% will be added to the total balance due. Occupants hereby give agent or any of agent's agents or assignees to whom is turned over any unpaid balance permission to obtain a report from a credit reporting agency and to take reasonable steps to verify occupants' credit and or employment information. Occupants give agent or any of agent's agents or assignees to whom is turned over any unpaid balance to contact occupants regarding this transaction or any future transaction at any telephone numbers of which they are aware including cellular telephones by manually dialing, using an auto-dialer or pre-recorded message.

10. OCCUPANTS' RESPONSIBILITIES (a) To keep the dwelling unit in a clean and sanitary condition in order to avoid infestation by vermin or rodents. (b) To take all reasonable precautions to avoid stopping up the drain pipes. (c) To take reasonable precautions to prevent the freezing of water pipes such as by not turning off the heat during the winter months. (d) To place trash in appropriate receptacles. (e) Not to use in a wasteful or unreasonable manner any utilities or services supplied by agent. Occupants agree to pay for any such wasteful or unreasonable use. (f) To pay for repair of any damage to the dwelling unit caused by the negligence or intentional acts of the occupants or their visitors and guests. (g) To immediately notify owner and file a police report for any damage which the occupant believes was caused by vandalism. If a police report is not filed, occupant agrees to reimburse owner for cost for repairing such damage. (h) To notify the agent in writing of needed repairs. If a

needed repair can be reasonably expected to be identified by the occupants, and the occupants fail to report such to the agent, occupants agree to reimburse agent for the cost of all damages resulting from further deterioration of the unreported condition. (i) To repair to its original condition (including the matching of color) any holes, scratches, dents or other damages to walls and wall covering made by occupants from the hanging of pictures or other objects on any wall. Any failure to repair such damages will be considered damages caused by the occupant, and the agent will have the option to either repair or replace such wall covering at the occupants' expense. (j) To secure any storm or screen door shut upon entering or exiting the dwelling unit to prevent damage from blowing winds. Any such damage will be considered damages caused by the occupant. (k) For single family houses, if occupants have not reported problems with insects, roaches, snakes, or mice internal to the house within 120 days of occupants' moving into house, then occupants are responsible for maintaining and any costs associated with keeping the inside of the house free of insects, roaches, mice and snakes. (l) To maintain all accounts with the all gas, electric and water utility companies in the name of one or more of the occupants. Failure to do this is cause for agent to terminate occupants' possession of dwelling unit.

11. AGENT RESPONSIBILITIES (a) To make all necessary repairs to the dwelling unit. Repairs are to be made within a reasonable period of time. (b) To enter the dwelling unit (i) only at reasonable hours for the purpose of making needed repairs, showing the unit to prospective occupants or purchasers, to inspect units for which a third party pays part or all of the rent; or (ii) in case of emergencies. (c) To make a reasonable effort to contact the occupants prior to entering the dwelling unit.

12. LOSS BY FIRE OR OTHER CASUALTY. If the dwelling unit shall be rendered unlivable by fire or other casualty, the agent may terminate this contract on five days notice. In such case, the agent shall refund to the occupants, after subtracting any amounts owed under other sections of this contract, the security deposit and all rents paid for each day beyond such termination of the contract. The agent shall not be liable for any damage done or occasioned by or from plumbing, or from gas, water, steam, sewerage or other pipes, or the bursting, leaking, or running from any cistern, tank, washstand, water closet or waste pipe in, above, upon or about the premises, nor for damage occasioned by water, snow or ice, being upon or coming through the roof, skylight, trap door, or otherwise, nor for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property. **Occupants are strongly encouraged to purchase insurance to protect against loss to their personal possessions.**

13. JOINT AND SEVERAL LIABILITY: The occupants are to be held jointly and severally liable for all terms of this contract, e.g., any one occupant may be held liable for the entire rental payment or for other charges and damages.

14 THIRD PARTY PROVIDERS OF FULL OR PARTIAL RENT (applicable only to occupants participating in rent subsidy programs) : The occupants grant agent full and free access to, including the right to make copies of, any accounts, correspondences and other records between the occupants and any current or subsequent third party that makes any rental payment to agent or subsequent dwelling unit owner on behalf of occupants. This permission shall remain in force until the later of 720 calendar days after occupants' vacating the dwelling unit, or until any monetary claims or court judgments by agent against occupants have been paid in full. If such third party refuses to make such records available to agent, then occupants must provide copies of such to agent at occupants' expense. Tenants' failure to comply with the section is cause to terminate the tenants' possession of the dwelling unit. Occupants agree to reimburse agent for any attorney's fees and court costs paid to enforce provisions of this paragraph. Agent may, at agent's sole option, terminate this lease immediately if such third party sends letter to occupants or agent indicating a specific termination date prior to the end of this lease of the third party's payments to agent. Occupants' completing any annual inspection required by third party to provide subsidy for a period of time beyond the end of this rental agreement, constitutes occupants' granting the agent the option to renew this rental agreement for an additional year.

15. AUTOMATIC RENEWAL/HOLDING OVER: If either (i) occupants do not inform agent of their intent to renew this lease by the sixtieth day before the termination of the term of this contract, and (ii) occupants retain any part of the premises after termination of the term of this contract, by lapse of time or otherwise, and no verbal or written agreement concerning continued possession has been made between the agent and occupants, then the agent may, at the agent's option, declare either (a) renewal of this contract for one year with monthly payments increased by twenty percent, (b) creation of a month to month tenancy, but at double the rent, or (c) creation of a tenancy of sufferance at a daily rate of fifty dollars per day for the time the occupants remain in possession. All items left on the premises after the term of this contract has expired will be considered abandoned, and may be disposed of by agent at expense of occupants.

16. Occupants acknowledge that they are liable for payment of the property taxes on the dwelling unit. This obligation will be met in full by occupants' payments specified in paragraph 3.

17. Occupants consent that Landlord may (a) obtain the consumption history and costs for the water, electricity and/or gas for the dwelling unit from the companies providing such and (b) provide this information to future prospective residents.

18. If any checks or other instruments paid at lease signing do not complete payment for lack sufficient funds, agent has sole discretion to declare this agreement void.

19. For dwelling units in Urbana IL, occupants acknowledge receipt of a summary of Urbana IL Landlord-Tenant ordinance.

Occupants

Agent

_____	Date _____	_____	Date _____
_____	Date _____	_____	Date _____
_____	Date _____	_____	Date _____
_____	Date _____	_____	Date _____