



**LEASE AGREEMENT**

Lessor and Lessee, as hereinafter identified, hereby enter into a Lease Agreement for the following described premises upon the terms and conditions as provided for herein on this date: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LESSOR: Neves Group Property Management, INC as Agent for: \_\_\_\_\_  
801 W. Bradley Ave.  
Champaign, IL 61820  
(217) 377-8850  
leasing@nevesgroup.com

**Make checks payable to : Neves Group .**  
Put your address in the memo line

LESSEE: \_\_\_\_\_ Social Security # \_\_\_\_\_  
\_\_\_\_\_ Social Security # \_\_\_\_\_

LEASE TERM: 3:00 pm on \_\_\_\_\_ to 9:00 am on \_\_\_\_\_

RENTAL PAYMENTS: Lessee agrees to pay to Lessor as rent for the foregoing premises the sum of \$ \_\_\_\_\_ payable as follows:

\$ \_\_\_\_\_ due on \_\_\_\_\_ and

\$ \_\_\_\_\_ on or before 1<sup>st</sup> day of each and every month thereafter until \_\_\_\_\_ at which time the final payment of \$ \_\_\_\_\_ is due.

A late fee of 5% or \$ \_\_\_\_\_ will be charged if the rent is not received before 8am on the 6<sup>th</sup> of the month.

**FOR NO REASON IS LESSEE ALLOWED TO WITHHOLD RENT. FAILURE OF LESSOR TO PERFORM ANY OF THE TERMS, COVENANTS, OR PROVISIONS OF THIS LEASE SHALL NOT CONSTITUTE A BREACH OF THIS LEASE, NOR DOES IT MAKE A TERM, COVENANT OR PROVISION VOID. FAILURE OF LESSOR TO INSIST UPON COMPLIANCE WITH THE TERMS OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER OF ANY VIOLATION.**

LESSOR AND LESSEE FURTHER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. **POSSESSION:** Lessor will deliver the premises in good, clean condition on the **lease start date**. The Lessee will return the premises in the same good, clean condition on the **lease end date**. Lessee has inspected the premises and furnishings therein and knows the condition thereof, and acknowledges receipt of premises in good, clean condition. Within seventy-two (72) hours of the start of this lease a completed and signed inspection report must be submitted to Lessor by Lessee. If no inspection report is turned in within the allotted seventy-two (72) hours, Lessor will assume there are no problems that should be brought to Lessor's attention and any repairs needed will be the responsibility of the Lessee. If the premises are not delivered on the start date of this lease, or within seven (7) days, Lessee may void this agreement with a full refund of all monies paid to Lessor.
2. **OCCUPANCY:** The premises identified shall be occupied and used by Lessee for residential purposes only and be occupied by only the Lessee and the following individuals (children): \_\_\_\_\_. The premises may not be sublet without the written consent of Lessor. Lessor shall consent to said subletting providing that the proposed sublessee would qualify as a tenant under Lessor's current standards. In the event of an agreement to sublet, Lessee shall remain liable under this lease in the event that sublessee defaults in regard thereto. Lessee is responsible/liable for conduct of his/her guests and occupants of the premises. Acts of guests and occupants in violation of this agreement or rules and regulations, may be deemed by Lessor to be a breach of lease by the Lessee. Lessee may entertain guests but no guest shall stay long enough to be considered an occupant. Lessor has the right to bar individuals from the property for violation of any of the terms of this lease or criminal activity. This lease may not be assigned or any portion of the premises sublet by Lessee without the prior written consent of Lessor. In the event that there is more than one Lessee on this lease, all of the Lessees will be held jointly liable for all monies that may become due and owing under the lease.
3. **UTILITIES:** Lessee is responsible for paying the following utilities:  x  electricity;  x  gas;  x  water;  x  sewer (we will bill to you);  x  garbage;  x  recycling

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4. **FURNISHINGS:** This property includes stove, refrigerator,   0   microwave;   0   disposal;   0   dishwasher;   0  ; washer;   0   dryer;   x   window blinds;   0   A/C  
  x   unfurnished, no furniture provided. Or    furnished    couch;    loveseat;    coffee table;    end table;    lamp;    tv table;    table &    chairs;    full size bed;    dresser
5. **PAYMENTS:** All payments provided for herein shall be made to Lessor at 801 W. Bradley Ave, Champaign, or directly to such other place as the Lessor may have in writing. Rent is due on the 1<sup>st</sup> of the month. Payments that are mailed must be postmarked by the 1<sup>st</sup> of the month. If paying the rent in person, rent must be received by Lessor no later than 5:00pm on the 5<sup>th</sup> of the month. Write the address you are paying for on the face of your check. Late fees must be paid in the month in which they accrue. Payments will be applied to the oldest charge first. NSF charges are assessed regardless of the reason for the NSF. There is a \$25 fee for any returned check. Two NSF checks during any lease term will put all Lessees on this lease on a money order only basis.
6. **DEPOSIT:** A security deposit in the amount of \$\_\_\_\_\_ shall be paid to Lessor prior to the occupancy and possession by Lessee to guarantee the performance of the terms of this lease by Lessee; It being expressly understood and agreed between Lessor and Lessee that this deposit will be returned, less any deductions or adjustments permitted herein, to Lessee within thirty (30) days after the end of this lease and Lessee vacates the premises. The amount of the security deposit to be returned shall be decreased in the amount of any damage to the premises that occurred during the term of the lease, excepting fair and reasonable wear and usage. Lessee will be responsible for the cost of cleaning the premises and having the carpets cleaned. Unpaid utility bills shall be damages in the amount owed. Default in performance in any of the terms of this lease shall also be construed to be damages. It is expressly agreed between Lessee and Lessor that this security deposit shall in no way restrict Lessor in any and other remedies that Lessor may have in terms of this lease, and that the damaged items stated herein shall not be construed to or in any way limit other damage claims. The security deposit shall not be used as payment of rent for any month of the lease term. **If for any reason this lease is terminated before the lease end date, the security deposit will be forfeited and any unpaid balance/cleaning/damage/other applicable charges will be due to Lessor.**
7. **ACCESS:** Lessor and his agents have the right to free access at reasonable times for, but not limited to: inspections, maintenance, pest control, or showing of the property. All city, state & federal ordinances will be observed. Lessor will notify Lessee the day before showing the unit. Maintenance requests will be handled without prior notice unless specified by Lessee.
8. **DEFAULT:** In the event of a default or breach by Lessee in any of the terms of this lease, Lessor may at Lessor's option, terminate this lease upon giving five (5) days written notice to Lessee delivered to the premises, addressed to the Lessee, notifying Lessee of Lessee's default in the terms of this lease. After five (5) days of such notice delivered to premises, Lessor or his legal agents or representatives, shall have the lawful right to enter into and upon said premises, or any part thereof, with process of law, to re-enter and repossess the same, and to take possession of any personal property located therein for security on rent or damages that may be due. Thirty (30) days after such repossession, Lessor may sell or otherwise dispose of any and all such personal property left in or on the premises and use the proceeds from this sale to offset damages to Lessor by reason of any breach in the terms of this lease by Lessee. Lessor's election to terminate Lessee's possession of said premises shall not release Lessee from liability for all rent that becomes due and owing under the lease.
9. **VACATED:** In the event that the leased premises shall be vacated during the said lease term by Lessee, Lessor may take immediate possession thereof for the remainder of the term and in Lessor's discretion re-let the same and apply the proceeds received against the amounts due for lessee. The Lessee will remain liable for the unpaid balance of the rent not recovered by subletting and for the payment of reasonable expenses incurred in such subletting by Lessor. Lessee is responsible for the cost of all storage, moving, etc. expenses.
10. **ATTORNEY'S FEES:** Lessee agrees to pay reasonable costs incurred by Lessor to collect this debt. This includes, unless prohibited by law, filing fees, court costs, collection agency costs, service fees and other related collection costs or contingencies. The defaulting party hereunder shall be liable to the non-defaulting party hereunder for its reasonable attorney fees occasioned by default under this lease agreement. Said liability for attorney fees shall apply if a petition or any other claim for relief is filed under the bankruptcy law of the United States by or against a party to this agreement.
11. **UNFITABLE:** In the event that the leased premises shall be rendered unfitable by fire or other casualty, Lessor may at Lessor's option terminate this lease or repair said premises within thirty (30) days and failing to do so, or upon destruction of said premises by fire or other casualty, the term of this lease shall cease and terminate at no further liability to Lessor or to Lessee. If the Lessor repairs the premises within thirty (30) days, then the rent shall be abated for the period of time that the premises was unfitable.

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12. **KEYS:** Lessee will be given the following keys at the beginning of this lease:

- |                                 |                                |                    |
|---------------------------------|--------------------------------|--------------------|
| <u>  2  </u> Front door key     | <u>  0  </u> Security Door key | <u>  0  </u> Other |
| <u>  0  </u> Laundry Key        | <u>  0  </u> Mail box key      |                    |
| <u>  0  </u> Garage door opener | <u>  0  </u> Garage door key   |                    |

These keys and any other keys signed out to this unit must be returned at the end of the lease. If any key is not returned, the Lessee will be responsible for the cost of changing the locks. Standard maintenance rates and cost of materials will apply. Should the Lessee lose a key, it shall be the responsibility of the Lessee to pay for any applicable charges. Do not break into the premises.

13. **YARD CARE:** Lessee agrees, during the term of this lease, to keep and maintain the yard and lawn on the premises of this lease. Provided, however, the Lessee shall not be responsible for the loss of plants, shrubs, or lawn so long as such loss is not caused by any intentional conduct on the part of the Lessee, members of their family, or others using or upon said premises at their invitation. If the yard is not maintained, then Lessor will give forty-eight (48) hours notice, then Lessor will mow/clean the yard and standard maintenance rates will apply.

  x   Lessee is responsible for lawn care;    Lessor is responsible for lawn care

14. **RENTERS INSURANCE:** Lessor strongly recommends Lessee obtains Renter's Insurance. Lessor's insurance does not cover any personal property of the Lessee.

15. **END OF LEASE:** Lessee shall surrender leased premises at the end of the term hereof in the same condition as received. Should lessee fail to vacate at the termination of this lease, Lessor is entitled to double rent due and payable for every day or fraction of day past the termination date. Failure to be checked out by lease termination time will result in an additional late check out charge of \$100.

16. **CARE AND CONDITION:** Lessee shall not display signs, exterior lights, or markings. No awnings or other projections shall be attached to the outside of the building. No goods/materials of any kind/description which are combustible or would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation, may be taken or placed in a storage area or the residence itself. Smoke detectors must be working correctly at all times (do not remove the batteries). Storage in all such areas shall be at Lessees risk and Lessor shall not be responsible for any injury or loss. Garages shall not be used for automotive body or paint work. Lessee may not remodel or paint or structurally change, nor remove, any fixture there from without written permission from Lessor. When hanging items on the walls please use small nails, tacks or small screws. Do not use poster putty or large nails, screws, etc. There may be no installing of any appliance such as but not limited to: dishwashers or air conditioners without written consent of Lessor. Lessee shall provide sufficient heat at all times to prevent freezing of water pipes on the premises.

17. **LEASEHOLD HOMESTEAD EXEMPTION:** Tenant shall be liable for the payment of real estate taxes with respect to the residence, in accordance with the terms and conditions of Section 200/15-175 of Chapter 35 Illinois Compiled Statutes, as amended (35 ILCS 200/15-175, (1994). The permanent real estate index number for the property is                      to be fully satisfying Tenant's liability for said real estate taxes through the monthly rent payments as set forth in the attached lease.

18. **PARKING:** Parking is only allowed on the paved or prepared parking surfaces. No unlicensed or inoperative vehicles may be parked on or around the property. Lessor has the right after seven (7) days written notice to remove said vehicle at the owner's expense. There are no assigned spots unless specified in writing by Lessor by attached parking lease.

19. **MAINTENANCE;** Any maintenance requests should be directed to Lessor as soon as possible to prevent any excess damage or problems that may be avoided with proper care. (217) 377-8850.

20. **PETS:** No pets or animals shall be allowed on the premises without written permission of the Lessor by attached Pet Agreement

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All rules in the attached Rules & Regulations are an extension of this lease and if broken will constitute a breach of lease. If the covenants of this lease are broken, it is grounds for termination of tenancy. This lease can only be changed in writing, signed by both Lessor and Lessee. Lessor has made no promises except those in this lease. Any false information found on the rental application at any time during the term of this lease is cause for Lessor to terminate this agreement.

The failure of Lessee to perform the foregoing covenants, or any of them, shall constitute a breach of this lease, and Lessor may, under due process of law, evict Lessee from said leased premises and may pursue any other remedy either at law or in equity. All covenants and agreements of this lease shall be binding upon and inure to the benefit of the heirs, executors, administration and assigns of the Lessor and Lessee.

The aforementioned lease has been read by the Lessee and any questions have been answered by Lessor. In consideration of the mutual covenants and agreements stated herein, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the above-described premises upon the terms and conditions as designated hereinbefore, each of the undersigned Lessees being jointly and severally liable hereunder.

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Lessee Date

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Lessee Date

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Lessee Date

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Lessee Date

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Neves Group Date

**LEASE AGREEMENT**

**Rules and Regulations**

**Contact numbers:**

Office (217) 377-8850

**Emergencies:**

9-1-1

**ALWAYS PUT YOUR ADDRESS ON YOUR CHECKS!!!!**

**Maintenance:** If you need repairs done, please call (217) 377-8850 or email them to [leasing@nevesgroup.com](mailto:leasing@nevesgroup.com). Call (217) 418-5065 in emergency cases or after-hours **ONLY**. A notice should be left at your residence once someone has been there to check on the problem.

Maintenance business hours Monday-Saturday 9 am – 6 pm.

**Regular business hours are 9am-5pm Monday-Friday, unless otherwise posted.**

**Utilities:** Should be in your name during the term of your lease. For your convenience, utility numbers are provided as follows:

Ameren IP (gas & electric)	1-800-755-5000
Illinois-American Water Co.	1-800-422-2782
AT&T	1-800-244-4444
Comcast Cable	1-800-COMCAST
Garbage Companies:	Allied Waste 217-367-2278; Illini Recycling 217-356-0648

**\*Note\*:** You must give your telephone number and email address when you pick up your keys.

**Rent Payment:** Rent is due on the 1<sup>st</sup> day of the month. If mailed, your rent must be postmarked on or before the 1<sup>st</sup>. If you drop off your rent in person you must have the rent dropped off before 5 pm on the 5<sup>th</sup> day of the month. Drop off rent at [801 W. Bradley, Champaign](#). Rent payments should be made payable to [Neves Group](#).

You may mail your rent to: [Neves Group, 801 W. Bradley Ave, Champaign, IL 61820](#).

**Keys:** No one but you will be given keys to your residence. Should you lose your key, or lock yourself out, call either of the contact numbers for assistance. Under no circumstances are locks to be changed or additional locks installed by lessee. Further, we will not admit anyone into your apartment in your absence for deliveries, installations, etc.... You must make your own arrangements for getting these things taken care of.

**Lock Out Charge:** Applicable maintenance rates apply.

**Lost Key Charge:** Applicable maintenance rates and material charges apply.

**Labor Charge:** Landlord shall be entitled applicable maintenance rates for labor and for cost of materials from Lessee to make any repairs caused by negligence or willful act of the occupant or his/her guests or invitees.

**Safety Check:** You are provided working smoke detector batteries and a charged fire extinguisher at move in. We periodically come in to check these items (you will be given notice).

- If smoke detector batteries are missing, backward, or otherwise tampered with, you will be charged \$35.
- If the fire extinguisher is tampered with or missing, you will be charged \$35.
- For damaged or missing smoke detectors \$35.
- For damaged or missing carbon monoxide detectors \$35.

**Plungers:** If you call us out to plunge your toilet and do not own a plunger you will be charged a minimum of \$25. Buy a plunger and try to use it before you call us.

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**Postal Service:** The Postal Department requires your name on your mail box. Please attend to this promptly. They will not deliver mail until your name is on the box.

**Insurance:** The insurance carried by the building owner(s) covers the physical damage and liability on the grounds, building, etc., belonging to the owner(s). It does not cover any damages to your personal property and liability. Contact an insurance agent for details on rental insurance.

**Occupancy:** The number of occupants allowed is stated on your lease. No one else is allowed to live in your apartment/house.

**Roommates:** Lessor is not responsible for settling disputes among roommates.

**Pets:** No Pets or Pet Guests unless specified in writing by a pet agreement!!!

**Parking:** The apartment parking lot is for residents first. If you have guests, please have them park in specified areas. Do not park in the grass.

If there is a question regarding where to park, ask at the office.

**Utilities:** It is the responsibility of the tenant to have and keep all utilities on during the course of the lease. It is also the responsibility of Lessee to report any water leaks as soon as they are noticed. Anytime gas can be smelled, call your power company immediately.

**Laundry Facilities:** The laundry room, where provided, is for your convenience and for resident use only. We would appreciate your help in keeping the area neat and clean. Remember, you are not the only person using this facility - leave it clean for your neighbor. Please report any problems with the machines to the office. Clean the lint filters on the dryers after every use. Do not leave clothes in the machines after the cycle is over, it is rude and inconvenient to other residents.

Initial \_\_\_\_\_

**Flammable Materials:** Under no circumstances are flammable fluids, fuels, explosives, etc. to be used or kept anywhere in the apartment community or rented property.

**KEROSENE HEATERS ARE PROHIBITED!!!**

**Pest Control:** You are responsible for keeping your apartment free from unwanted pests. If there is a need to bring someone in to take care of your pest control issues, you will be charged. You will also be charged if your problem goes to another apartment. **Neves Group does not spray for common household bugs, including but not limited to: spiders, ants, beetles, etc. You will be charged for spraying due to cockroaches and bed bugs!**

**Be a good neighbor:** Lessee and his/her guests will not disturb other residents/neighbors. The respectful consideration of other residents is expected at all times. Radios, stereos, televisions, etc., must be played at a level that does not interfere with your neighbor's quiet enjoyment of his/her home. If you can hear it outside your apartment, it's too loud. Keep bass levels low so as not to invade your neighbor's space. Residents are responsible for the behavior of their guests and for any damages caused by their guests.

**Housekeeping:** In order to avoid the "unwanted visitors" referred to in the paragraph labeled "Pest Control", please practice good housekeeping. The following are some basic suggestions in doing so:

- Ⓢ **Carpet/Floors:** Need to be vacuumed, swept and mopped frequently.
- Ⓢ **Kitchen Range:** Cook only in the kitchen - no hot plates in other rooms. Keep your range top and oven clean and free of grease and spills. A greasy, dirty range is a fire hazard. The range hood must also be kept clean and the filter/cover washed.
- Ⓢ **Breaker Box:** Each apartment has a breaker box. Please locate this box and know how to use it. If you have questions call the office.

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- Ⓢ **Refrigerator:** Defrost when necessary - do not allow excessive frost build-up in the freezer. Wash interior periodically with warm, soapy water. The door seals should also be washed and kept clean in order for them to remain pliable and maintain the efficiency of the appliance.
- Ⓢ **Windows:** Make sure all windows are closed and locked when leaving your residence. Weather damage to drapes, flooring and furnishings will be your responsibility and charged to you.
- Ⓢ **Air Conditioners:** Do not turn them on in winter months, as operating in cold weather (when temp drops below 65 degrees) will damage the unit and any repairs needed to correct this type of damage will be your responsibility.
- Ⓢ **Showers:** #1- You must have a shower curtain. #2- Make sure shower curtains are inside shower at all times to prevent water damages for which you would be held responsible. Do not use adhesive decals in tub/shower. Periodically clean the hair from your shower drain. Hair backs up a drain and causes slow draining.
- Ⓢ **Toilet Stools:** Never flush any items that could cause the stool to be stopped up. These items include, but are not limited to: tampons, sanitary napkins, grease, toys, etc. \*\*\*Buy a plunger!\*\*\* If we have to come to your apartment to plunger the toilet, there will be a minimum charge of \$25.
- Ⓢ **Drains:** Should it be necessary - due to negligence - to have a plumber or maintenance man unstop your toilet, drains or disposal, you will be charged for the call. Further, you would be liable for any damages to your apartment and/or neighboring apartment caused by overflow of drains of plumbing due to this type of negligence by you (lessee) or visitors/guests.
- Ⓢ **Trash Disposal:** All trash, garbage and rubbish must be properly bagged, tied and placed in the dumpster provided (at apartment buildings). Do not leave trash bags outside your premises for any reason. Use regular trash bags - not paper sacks! Do not allow trash to build up in the apartment - remove promptly. Single family tenants are responsible for obtaining trash service.

**Wall Hangings:** Use small nails only for hanging pictures, posters, etc. No adhesive stickers, hangers, poster putty or tape should be used, as they cause damage to the dry-wall and necessitate repairs for which you will be charged.

**Heat:** If you are going to be away over night or for an extended length of time during the winter months **-DO NOT TURN HEAT OFF!!** To prevent damages, for which you would be liable, (frozen water pipes) set the thermostat at no less than **60** degrees. Open the doors under all sinks to allow heat to enter.

**Outdoor recreational:** Any outdoor recreational items: swings, pools, trampolines, etc., must be approved in writing by Neves Group.

**End of the Lease:** Please advise the office of the exact date and time you plan to move out. You will be given a move-out check sheet, which is what we use when checking out your residence. You should also receive a sheet detailing how to clean some of the most missed items. Remember, a full refund of your security deposit depends on the condition in which you leave your residence. **The only charge that will automatically come out of your deposit is a carpet cleaning charge.**

*If you have any questions, please call us during regular office hours and we would be happy to talk with you.*

Initial \_\_\_\_\_

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**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor	Date	Lessor	Date
Lessor	Date	Lessor	Date
Lessee	Date	Lessee	Date
Lessee	Date	Lessee	Date

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**NEW Lease Checklist**

- 1) Delete from ALL advertising
- 2) Put move-in date on calendar
- 3) Write up a work order to remove sign
- 4) Put new lease signing on Comm. Log
- 5) Update Buildium
- 6) Send email to INC owner
- 7) Let Gordon know lease is signed – take key off key ring

**RENEWAL Lease Checklist**

- 1) Change dates & rent amount (if there is an increase) in Buildium
- 2) Update the Lease Signed Dates sheet
- 3) Email owner