



2016-2017 LEASE TERMS AND CONDITIONS

These terms and conditions are part of the Lease Agreement made by and between the Board of Trustees of the University of Illinois, hereinafter referred to as “UNIVERSITY,” and LEASEHOLDER.

**LEASEHOLDER agrees to be individually responsible for the lease.
(Approved by University Counsel on 12/7/15)**

In addition to these terms and conditions, LEASEHOLDER is bound to comply with the applicable University and University Housing policies, the Family & Graduate Housing Resident Handbook and the Student Code, if applicable.

ELIGIBILITY

1. UNIVERSITY provides a limited number of apartments for persons who are enrolled in UNIVERSITY academic programs or who hold an appointment as UNIVERSITY faculty or staff; and LEASEHOLDER certifies that s/he is either enrolled in a UNIVERSITY academic program or holds an appointment with UNIVERSITY. **LEASEHOLDER shall supply proof of admission or employment at the time the lease is signed.**
2. For a LEASEHOLDER sharing her/his accommodations with immediate family members and/or one other adult in an established committed relationship, **a copy of appropriate documentation may be required prior to occupancy as proof of eligibility** (i.e., marriage certificate or international equivalent; domestic partnership declaration form, available from the Family & Graduate Housing office; birth certificate or proof of legal guardianship for children).
3. An individual may lease an apartment for single occupancy or lease a two-bedroom apartment with a second eligible person as roommates (Co-Tenants). Each Co-Tenant will be an individual LEASEHOLDER and may share her/his accommodation with one immediate family member, **a copy of appropriate documentation may be required prior to occupancy as proof of eligibility** (i.e., marriage certificate or international equivalent; domestic partnership declaration form, available from the Family & Graduate Housing office; birth certificate or proof of legal guardianship for children).
4. Upon termination of student or employee status, LEASEHOLDER agrees to inform UNIVERSITY **within three (3) business days** of such termination and to vacate apartment according to the provisions contained herein. The termination and release provisions will determine remaining financial obligations.

DEPOSIT

5. LEASEHOLDER shall pay to UNIVERSITY concurrent with signing the lease, the deposit listed in the email offer and Lease Agreement to ensure LEASEHOLDER'S full and faithful performance of all terms and conditions of the lease. This amount shall be credited to LEASEHOLDER'S account with UNIVERSITY upon the termination of the lease, provided LEASEHOLDER has fully and faithfully performed all such terms and conditions. If LEASEHOLDER and UNIVERSITY enter into a new lease, this deposit shall be carried forward as the deposit for the new lease.

RENT

6. **LEASEHOLDER agrees to pay the total rent due indicated on the email offer and Lease Agreement, payable in monthly installments due by the 28th day of each month**, and to comply with policies and instructions provided by UNIVERSITY Office of Business & Financial Services Accounts Receivable Operations. LEASEHOLDER shall pay to UNIVERSITY the amount specified in the email offer and Lease Agreement as first month's rent for the period from the date the lease begins through the last day of the current month. All succeeding rent charges will be for periods beginning the first day of the month through the last day of the month. Checks shall be made payable to the University of Illinois. LEASEHOLDER acknowledges that rent bills are a courtesy. By entering into this Lease Agreement, LEASEHOLDER is responsible for the sums due under the Lease Agreement, whether or not s/he receives a reminder rent bill. LEASEHOLDER must notify the Family & Graduate Housing office if s/he has not received a rent bill within the first sixty (60) calendar days of occupying her/his apartment.
7. LEASEHOLDER agrees to keep her/his University account in good standing at all times. UNIVERSITY'S acceptance of late charges (and/or any portion of an overdue payment) shall in no event constitute a waiver of LEASEHOLDER'S default with respect to such overdue payment, nor prevent UNIVERSITY from exercising any of the other rights and remedies granted hereunder or as permitted by applicable law. LEASEHOLDER agrees that



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UNIVERSITY may withhold from any sums owed LEASEHOLDER by UNIVERSITY or its affiliates the amount of any payment owed UNIVERSITY under the Lease Agreement that is more than thirty (30) calendar days overdue. LEASEHOLDER specifically authorizes the withholding of such amounts by UNIVERSITY.

8. LEASEHOLDER will provide accurate information regarding her/his academic affiliation and status with the UNIVERSITY. LEASEHOLDER must notify the Family & Graduate Housing office within three (3) business days if there is a change in her/his affiliation status. If there is a change in LEASEHOLDER'S affiliation status or if UNIVERSITY determines that LEASEHOLDER'S affiliation status and/or rental rate is inaccurate, UNIVERSITY will adjust the rental amount to align with the proper affiliation status and notify LEASEHOLDER accordingly and LEASEHOLDER shall be responsible for the same.

9. Single LEASEHOLDERS who are Co-Tenants are jointly and severally responsible for the payment of the total monthly rent. If one of the LEASEHOLDERS vacates the apartment and transfers to another University apartment during the term of the lease, the remaining LEASEHOLDER shall be responsible for the total monthly rent beginning the day after the billing ends for the LEASEHOLDER who has vacated. If one of the LEASEHOLDERS vacates the apartment with an approved termination during the term of the lease, the remaining LEASEHOLDER shall be responsible for the total monthly rent beginning the day after the billing ends for the LEASEHOLDER who has vacated. If one of the LEASEHOLDERS vacates the apartment without an approved termination during the term of the lease, each Co-Tenant will continue to share responsibility for the total monthly rent.

GAS/ELECTRIC

10. UNIVERSITY shall arrange to have the utilities turned on prior to LEASEHOLDER'S arrival and turned off on the date LEASEHOLDER vacates the apartment. **LEASEHOLDER is responsible for and shall pay promptly all gas and electric bills for the apartment during the term of the lease.** Gas is included in rental charges for Goodwin-Green apartments. UNIVERSITY shall have no obligation to pay said bills and LEASEHOLDER shall hold UNIVERSITY harmless from such obligations. LEASEHOLDER shall immediately inform the Family & Graduate Housing office if LEASEHOLDER does not receive the first utility bill within sixty (60) calendar days of her/his official lease start date. LEASEHOLDER'S University account will be billed for all utility charges if utility service is turned off by LEASEHOLDER.

DEFAULT (NO-SHOW)

11. LEASEHOLDER'S failure to occupy the apartment within ten (10) calendar days after official lease start date shall be construed as default of the lease, unless LEASEHOLDER has made arrangements for late arrival with the Family & Graduate Housing office. LEASEHOLDER shall submit a request for late arrival in writing to the Family & Graduate Housing office prior to the official lease start date. If UNIVERSITY and LEASEHOLDER agree to delay possession, changes in the arrival date will not alter the date the lease begins or payment due dates. LEASEHOLDER is not entitled to any credit or discount for any time the apartment is unoccupied. Upon default, UNIVERSITY reserves the right to lease the apartment to another individual, provided that LEASEHOLDER is responsible for payment of lease for the entire period the apartment remains vacant, if LEASEHOLDER remains affiliated with UNIVERSITY. Upon default, LEASEHOLDER shall forfeit her/his deposit.

LEASE CANCELLATION

12. a. If LEASEHOLDER decides not to attend UNIVERSITY, prior to occupying the apartment, LEASEHOLDER may cancel the Lease Agreement by notifying in writing the Family & Graduate Housing office. If such notification is received at least thirty (30) calendar days prior to the date lease begins, all but \$50.00 of the deposit shall be refunded. If notification is received after this date, the entire deposit shall be forfeited.

b. **If LEASEHOLDER remains affiliated with UNIVERSITY during the term of the lease, LEASEHOLDER may not cancel the lease.** In such case, LEASEHOLDER may terminate the lease only in accordance with Section 15 below.

LEASE TERMINATION

13. UNIVERSITY may immediately terminate the lease without notice to LEASEHOLDER if LEASEHOLDER, in the judgment of UNIVERSITY, represents an imminent threat to the health or safety of University students, employees or other members of the University community.

14. UNIVERSITY may terminate the lease at any time prior to the lease end date by giving LEASEHOLDER thirty (30) calendar days written notice thereof in the event of either of the following situations:



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- a. LEASEHOLDER'S termination of employment, graduation, dismissal, or withdrawal from classes at the UNIVERSITY, or
- b. LEASEHOLDER'S violation of any term or condition of the Lease Agreement.

15. LEASEHOLDER shall notify UNIVERSITY prior to the lease end date if LEASEHOLDER ends her/his affiliation with the UNIVERSITY due to termination of employment, graduation, dismissal, or withdrawal from classes, or other approved event.

- a. LEASEHOLDER will submit required documentation (Early Lease Termination Request form) to the Family & Graduate Housing office at **least forty-five (45) calendar days prior to requested lease termination date**.
- b. Notwithstanding the foregoing, LEASEHOLDER may not apply for a lease termination date effective between August 1st and September 15th. All lease terms and conditions shall remain in full force and in effect until the approved date of termination.
- c. LEASEHOLDER will pay rent on a pro-rated basis until the end of said forty-five (45) calendar day period unless the apartment is rented before that date.

ABANDONMENT

16. LEASEHOLDER'S property that remains in an apartment after the date of the termination or cancellation of the lease shall be deemed abandoned. UNIVERSITY is relieved of all liabilities for this abandoned property. If LEASEHOLDER abandons the apartment or is dispossessed thereof by process of law, or otherwise, title to any personal property belonging to LEASEHOLDER and left in the apartment shall be deemed to have been transferred to UNIVERSITY. UNIVERSITY shall have the right to remove and dispose of such property without liability therefore to LEASEHOLDER or to any person claiming under LEASEHOLDER, and UNIVERSITY shall have no need to account therefore. UNIVERSITY may retain the abandoned property as its property or may dispose of the abandoned property through sale, donation or in such other manner as the UNIVERSITY, in its sole discretion may determine. UNIVERSITY shall retain any proceeds derived from the sale or other disposition of such property and may use such proceeds as mitigation of damages suffered as a result of LEASEHOLDER'S breach.

17. LEASEHOLDER agrees to yield and peaceably deliver possession of the apartment to UNIVERSITY upon termination of the lease. Upon giving written notice of termination to LEASEHOLDER, UNIVERSITY shall have the right, as permitted by applicable law, to re-enter and take possession of the apartment. Termination of the lease and re-entry of the apartment by UNIVERSITY shall in no way alter or diminish any obligation of LEASEHOLDER hereunder.

18. LEASEHOLDER'S continued occupancy of the apartment after the termination of the lease shall not be construed as a renewal of the lease, but shall be construed as a tenancy at the will of UNIVERSITY. In such an event, rental for the apartment shall be **double the regular daily rent amount for the extra days occupied**.

SUBLETTING

19. LEASEHOLDER **shall not** sublet the apartment or any part thereof. A LEASEHOLDER who sublets her/his apartment is in breach of the Lease Agreement and is in violation of the Student Code and subject to disciplinary action. A sum equal to double the daily rent may be assessed as liquidated damages for the breach of the Lease Agreement.

CONDITIONS OF OCCUPANCY

- a. The apartment shall be used only for residential purposes and shall be occupied only by LEASEHOLDER and LEASEHOLDER'S immediate family members (spouse, partner, children, parents, and siblings) or by Co-Tenants). LEASEHOLDER may not host an overnight guest for more than one (1) month during any single lease term.
- b. LEASEHOLDER must occupy the apartment during the term of the lease. With the exception of Co-Tenants, no other people may inhabit an apartment when LEASEHOLDER is not residing there.

21. Maximum apartment occupancy is specified in the lease offer email. LEASEHOLDER shall notify UNIVERSITY in writing within fifteen (15) business days of any changes in family size or number of occupants. LEASEHOLDER may not host overnight guests for more than three (3) consecutive nights if s/he has reached the maximum apartment occupancy.

CONDITIONS OF PREMISES

22. a. UNIVERSITY shall provide LEASEHOLDER the furnishings and appliances described in UNIVERSITY'S email lease offer. Pictures/videos of University apartments found in University Housing brochures or on the University



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Housing website may show additional items not listed in a lease offer. LEASEHOLDER should not assume that the UNIVERSITY will provide any items other than those listed in the lease offer.

b. UNIVERSITY shall provide information, prior to rental, of known lead-based paint and known lead-based paint hazards in Family & Graduate Housing.

23. a. LEASEHOLDER shall not conduct, or allow family members or guests to conduct, any activity that interferes with the comfort, safety, health, welfare, or convenience of other residents. UNIVERSITY may remedy any breach of this provision through contractual remedies or through the procedures set forth in UNIVERSITY'S Student Code.

b. LEASEHOLDER shall not use or permit the use of the apartment for illegal purposes.

c. LEASEHOLDER shall keep the apartment in neat, clean, sanitary, and orderly condition at all times.

LEASEHOLDER shall not permit rubbish, garbage, excessive personal belongings, etc., to accumulate at any time; nor commit, suffer, or permit any waste in the apartment or any acts to be done in violation of any law or ordinance.

d. LEASEHOLDER shall not destroy, deface or damage any part of the apartment, common areas or community grounds. LEASEHOLDER is responsible for any damages s/he, or her/his family members or guests, cause to University apartments, common areas or public spaces.

e. LEASEHOLDER shall not reconstruct or modify plumbing, heating, or electrical systems. LEASEHOLDER may not tamper with or disconnect smoke or carbon-monoxide detectors.

f. LEASEHOLDER shall not make or cause any alterations to be made in the apartment. LEASEHOLDER shall not paint or install wallpaper or contact-paper in the apartment.

24. Upon termination of the lease, LEASEHOLDER shall leave the apartment in as good a condition as existed upon the commencement of the lease, reasonable wear and tear exempted. LEASEHOLDER shall pay for any damage to the apartment beyond reasonable wear and tear or any cleaning or rubbish removal from the apartment that UNIVERSITY deems necessary. The apartment will not be deemed officially vacated until UNIVERSITY receives the keys to the apartment. UNIVERSITY shall conduct inspection of the apartment following vacating of apartment by LEASEHOLDER. UNIVERSITY will charge LEASEHOLDER'S University account the cost of all replacement, repair work, or cleaning considered by the UNIVERSITY to be excessive within thirty (30) calendar days of the date that LEASEHOLDER vacated the apartment. UNIVERSITY shall furnish to LEASEHOLDER a statement of the charges for all replacement, repair work or cleaning performed in LEASEHOLDER'S apartment within thirty (30) calendar days of the date that LEASEHOLDER vacated the apartment. Repaired/replaced items will remain UNIVERSITY property.

ACCESS TO APARTMENT

25. UNIVERSITY or its authorized representative shall have the right at all reasonable times to enter the apartment to ensure LEASEHOLDER'S compliance with all provisions of the Lease Agreement, to conduct health and safety inspections, and to perform ordinary maintenance, including but not limited to pest treatment. UNIVERSITY shall provide LEASEHOLDER at least twenty-four (24) hours notice in such situations, except in the event of imminent danger to life, safety, health, or property, maintenance services requested by LEASEHOLDER, or fire safety inspections.

LIABILITY

26. LEASEHOLDER shall not claim damages from UNIVERSITY for any damage resulting to the apartment or any personal property therein in the event the apartment or property are damaged or destroyed by fire, flood, or any other causes not under UNIVERSITY'S control.

27. UNIVERSITY shall not be liable for any injury or property damage (except injury or damage caused by the negligence of the UNIVERSITY) that is sustained by LEASEHOLDER, members of LEASEHOLDER'S family, invitees, or assigns, while in the apartment. LEASEHOLDER shall indemnify and hold UNIVERSITY harmless from any and all liability for any such injury to person or property. In order for LEASEHOLDER to be protected from losses not caused by UNIVERSITY'S negligence, UNIVERSITY *strongly* encourages LEASEHOLDER to purchase renter's insurance through a private insurance carrier licensed by the State of Illinois.

MISCELLANEOUS

28. The failure of UNIVERSITY or LEASEHOLDER to insist upon strict performance of any of the terms or conditions of the Lease Agreement shall not be deemed a waiver of any right or remedy that UNIVERSITY or LEASEHOLDER may have, and shall not be deemed a waiver of the right to require strict performance of all provisions of the Lease Agreement thereafter, nor a waiver of any remedy for the subsequent breach or default of any provision of the Lease Agreement.



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29. The Lease Agreement, these Terms and Conditions, applicable University and University Housing policies, the Family & Graduate Housing Resident Handbook and the Student Code, if applicable, set forth the entire agreement and understandings of the parties regarding the subject matter. Any modification to this agreement must be in writing and properly executed by both parties.

30. If any provision of the Lease Agreement is held by a court of competent jurisdiction to be invalid, void, unenforceable, the remainder of the provisions thereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

31. **LEASEHOLDER must disclose all of her/his criminal convictions** (excluding traffic violations) as well as any **criminal convictions** (excluding traffic violations) of any immediate family members who would reside in the apartment by including said information in the response to the lease offer. The University reserves the right not to enter into (and/or to terminate) a lease for anyone who, in the judgment of the University, represents a threat to the health or safety of University students, employees or other members of the University community, or anyone who provides false information or fails to fully complete the Lease Agreement.

32. All Notices required under this Lease Agreement shall be submitted in writing to the following location: Family & Graduate Housing Office, 1841 Orchard Place, Urbana, IL 61801 or emailed to apartments@illinois.edu. LEASEHOLDER hereby agrees that all notices due to him/her by the University may be provided either via the LEASEHOLDER'S University email account or other email address provided by LEASEHOLDER or first class mail to the apartment address.