ILLINOIS

2025 – 2026 UNIVERSITY APARTMENT LEASE

This Lease is between the Board of Trustees of the University of Illinois ("University") and Leaseholder.

1.0 ELIGIBILITY

1.0 University makes available a limited number of apartments for University faculty, staff, students, students with families, and visiting scholars. **To establish eligibility for an apartment, a potential Leaseholder must be formally affiliated with the University and provide proof of affiliation when the Lease is signed.**

1.1 A Leaseholder who shares accommodations with immediate family members or another adult in an established committed relationship will be required to produce **a copy of appropriate supporting documentation prior to occupancy as proof of eligibility** (i.e., marriage or civil union partnership certificate or equivalent; domestic partnership declaration form, available from the Family & Graduate Housing office; birth certificate or proof of legal guardianship for children).

1.2 An eligible individual ("Leaseholder") may lease an apartment for single occupancy or lease a two-bedroom apartment with a second eligible person as roommates ("Co-Tenant"). Each Co-Tenant will be an individual Leaseholder with their own Lease agreement. Each Co-Tenant may share their accommodation with **one** immediate family member. **Co-Tenant will be required to produce appropriate supporting documentation prior to occupancy as proof of eligibility** (i.e., marriage or civil union partnership certificate or equivalent; domestic partnership declaration form, available from the Family & Graduate Housing office; birth certificate or proof of legal guardianship for children).

1.3 Upon termination of student or employee status, Leaseholder shall inform University **within three business days** of such termination and shall vacate the apartment according to the terms of this Lease. The termination and release provisions will determine Leaseholder's remaining financial obligations.

2.0 DEPOSIT

At the time of signing the Lease, Leaseholder shall pay to University the required deposit to protect against Leaseholder's termination prior to occupancy. University shall credit this deposit to Leaseholder's University account within six months in accordance with Section 5.0.

3.0 RENT

3.1 **Leaseholder shall pay total rent due as described in the lease offer ("Offer") in monthly installments by the 28th day of each month.** Leaseholder shall comply with policies and instructions of the University Office of Business & Financial Services Accounts Receivable Operations. Leaseholder shall pay the amount set forth in the Offer as first month's rent for the period from the Lease start date through the last day of the first month of the Lease term. Each of the succeeding rent charges will be for one month, beginning the first day of the month through the last day of the month. Leaseholder shall make checks payable to the University of Illinois. Leaseholder acknowledges that rent bills are a courtesy. By entering into this Lease, Leaseholder assumes personal responsibility for all sums due under the Lease, whether or not the Leaseholder receives a rent bill. Leaseholder must notify the Family & Graduate Housing office if they have not received a rent bill within the first 60 calendar days of occupying the apartment.

Leaseholder shall keep their University account in good standing at all times. By accepting Leaseholder's payment of late charges or any portion of an overdue payment, University does not waive Leaseholder's default with respect to such past-due payment, and University may exercise any of its rights and remedies under the Lease and the law. Leaseholder specifically authorizes University to withhold from any sums owed

by University or its affiliates to Leaseholder the amount of any Lease payment that is more than 30 days overdue.

3.2 Leaseholder will provide accurate information regarding their University affiliation (employee or student). Leaseholder must notify the Family & Graduate Housing office within three business days of any change in such University affiliation. If there is a change in Leaseholder's University affiliation, or if University determines that Leaseholder's University affiliation or rental rate is inaccurate, University will adjust the rent to align with the proper University affiliation and notify Leaseholder accordingly and Leaseholder shall be responsible for the same.

3.3 **Co-Tenants are jointly and severally responsible for the payment of the total monthly rent per their individual Lease agreements. If one Co-Tenant vacates with an approved termination, or vacates the apartment and transfers to another University apartment during the term of the Lease, the remaining Co-Tenant shall be responsible for the total monthly rent beginning the day after the billing ends for the Co-Tenant who has vacated. If one Co-Tenant vacates the apartment without an approved termination during the term of the Lease, each Co-Tenant will continue to be responsible for the total monthly rent.**

4.0 GAS/ELECTRIC

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 promptly pay the utility providers for all gas and electric bills for the apartment during the Lease term.** Gas is included in rental charges for Goodwin-Green apartments. University shall have no obligation to pay utility 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 60 calendar days of the Lease start date. Leaseholder is responsible for keeping the utilities on in the apartment. University will bill Leaseholder's University account for all utility charges if utility service is turned off by Leaseholder.

5.0 DEFAULT (NO-SHOW)

5.1 Leaseholder's failure to occupy the apartment within 10 calendar days after the Lease start date shall constitute a default of the Lease, unless Leaseholder arranged for late arrival with the Family & Graduate Housing office. Upon default by Leaseholder, University may lease the apartment to another individual, but Leaseholder shall pay rent the entire period that the apartment remains vacant if Leaseholder remains affiliated with University. Leaseholder shall forfeit the deposit in the event of default.

5.2 Late arrival. Leaseholder shall submit a request for late arrival in writing to the Family & Graduate Housing office prior to the Lease start date. If University and Leaseholder agree to delay possession, changes in the arrival date will not alter the Lease start date or payment due dates. Leaseholder is not entitled to any credit or discount for any time the apartment is unoccupied.

6.0 LEASE TERMINATION BY LEASEHOLDER

6.1 If Leaseholder decides, prior to occupying the apartment, not to attend the University, Leaseholder may cancel the Lease by notifying the Family & Graduate Housing office in writing. If the notification is received at least 30 calendar days prior to the Lease start date, University shall refund to Leaseholder all but $50 of the deposit. If notification is received after this date, Leaseholder shall forfeit the entire deposit.

6.2 If Leaseholder remains affiliated with University during the Lease term, Leaseholder may only cancel the Lease when Leaseholder is no longer affiliated with University under the following circumstances.

- 6.2.1 Termination of employment
- 6.2.2 Graduation
- 6.2.3 Dismissal
- 6.2.4 Withdrawal from classes

6.2.5 Other event approved by University

Leaseholder must submit an Early Lease Termination Request form to the Family & Graduate Housing office at **least 45 calendar days prior to the requested Lease termination date**. Leaseholder may not request a Lease termination date effective between August 1 and September 15. The Lease shall remain in effect until the end date or approved termination date, if earlier. Leaseholder shall pay rent on a pro-rated basis for the 45-calendar day period, or for the lesser period if the apartment is rented before the 45 days elapses.

7.0 LEASE TERMINATION BY UNIVERSITY

7.1 University may immediately terminate the Lease under emergency eviction procedures if University determines that Leaseholder poses a direct threat to the health and safety of other residents, the community, or University, or an immediate and severe risk to property.

7.2 University may terminate the Lease prior to its end date by giving Leaseholder at least 30 calendar days' advance written notice in the event of any of the following situations:

7.2.1 Leaseholder's termination of employment, graduation, dismissal, or withdrawal from classes at the University.

7.2.2 Leaseholder's default or violation of the Lease.

8.0 ABANDONMENT

8.1 Leaseholder's property that remains in an apartment after the Lease termination or end date shall constitute abandoned property. Leaseholder releases University from all liability with respect to 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 may remove and dispose of such property in accordance with University policy and state law without liability to Leaseholder or to any third party claiming under Leaseholder, and University shall have no obligation of accounting.

8.2 Leaseholder agrees to yield and peaceably deliver possession of the apartment to University upon the early termination or end date of the Lease. Upon giving written notice of termination to Leaseholder, University may re-enter and take possession of the apartment as permitted by law. Termination of the lease and re-entry of the apartment by University shall not waive, alter, or diminish any obligation of Leaseholder under the Lease.

8.3 Leaseholder who remains in possession of the apartment after termination or expiration of the Lease shall be considered a tenant at sufferance, and the Lease shall not be considered renewed. Leaseholder shall pay University's costs and attorney fees incurred in any eviction proceedings.

9.0 SUBLETTING

The ability to rent is based solely on eligibility criteria of the primary resident and therefore Leaseholder **shall not** sublet the apartment or any part of it. Any such sublet or attempted sublet by Leaseholder shall be a breach of the Lease and may subject Leaseholder to disciplinary action. Any such assignment or sublease is void.

10. CONDITIONS OF OCCUPANCY

10.1 Leaseholder shall be responsible for ensuring that the apartment is used solely for residential purposes by Leaseholder and the other authorized, eligible individuals. Leaseholder may not host an overnight guest for more than one month during any single lease term.

10.2 Leaseholder must occupy the apartment during the Lease term. With the exception of Co-Tenants, no other people may inhabit an apartment when Leaseholder is not residing there.

10.3 Maximum apartment occupancy is specified in the Lease Offer. Leaseholder shall notify University in writing within 15 calendar days of any changes in family size or number of occupants. Leaseholder may not host overnight guests for more than three consecutive nights if the presence of the guest causes the maximum apartment occupancy to be exceeded.

11.0 CONDITIONS OF PREMISES

11.1 University shall provide Leaseholder the furnishings and appliances described in University's Offer. Pictures/videos of University apartments in University Housing brochures or on the University Housing website may show additional items not listed in the Offer. Leaseholder should not assume that the University will provide any items other than those listed in the Offer.

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

11.3 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 and through the procedures set forth in University's Student Code in the case of students.

11.4 Leaseholder, authorized occupants, and guests shall not use or permit the use of the apartment for illegal purposes or any activities in violation of the Student Code, the Family & Graduate Housing Resident Handbook, and University policies. Any conduct described in this paragraph, by any of the persons described in this paragraph, shall constitute a breach of the lease by Leaseholder.

11.5 Leaseholder shall keep the apartment in neat, clean, sanitary, and orderly condition at all times. Leaseholder shall not permit rubbish, garbage, or excessive personal belongings 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.

11.6 Leaseholder shall not destroy, deface, or damage any part of the apartment, common areas, or community grounds. Leaseholder is responsible for any damages that they, their family members, or their guests cause to University apartments, common areas, or public spaces.

11.7 Leaseholder shall not reconstruct or modify plumbing, heating, or electrical systems. Leaseholder may not tamper with or disconnect smoke or carbon monoxide detectors.

11.8 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.

11.9 At the end of the Lease, Leaseholder shall leave the apartment in as good a condition as it existed upon the start of the Lease, reasonable wear and tear exempted. Leaseholder shall pay for all damage to the apartment beyond reasonable wear and tear and for all cleaning and rubbish removal from the apartment that University deems reasonably necessary. The apartment will not be considered vacated until University receives the keys to the apartment. No later than 30 calendar days after Leaseholder vacates the apartment, University shall inspect the apartment and shall charge to Leaseholder's University account the cost of all replacement, repair work, or cleaning determined necessary by University. University shall furnish to Leaseholder a statement of the charges for all replacement, repair work or cleaning performed in the apartment. Repaired/replaced items will be University property.

12.0 ACCESS TO APARTMENT

University and its authorized representative shall have the right at all reasonable times to enter the apartment to ensure Leaseholder's compliance with the Lease, to conduct health and safety inspections, and to perform ordinary maintenance, including but not limited to pest treatment. University shall provide Leaseholder at least 24 hours' advance 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.

13.0 LIMITATION OF LIABILITY

13.1 Leaseholder shall not make any claims against University for loss of use or damage to personal property or the apartment or its contents as a result of fire, flood, or any other causes outside of University's control.

13.2 University shall not be liable for any personal injury or property damage sustained by Leaseholder, members of Leaseholder's family, invitees, or assigns while in the apartment, except to the extent caused by the negligence of University. Leaseholder shall indemnify and hold University harmless from any and all liability for any such injury to person or property not caused by University's negligence. In order for Leaseholder to be protected from losses not caused by University's negligence, University ***strongly*** encourages Leaseholder to obtain renter's insurance through a private insurance carrier licensed by the State of Illinois.

14.0 MISCELLANEOUS

14.1 The failure of either University or Leaseholder to insist upon strict performance of any Lease term or condition shall not constitute a waiver of any right or remedy that University or Leaseholder may have under the Lease for any breach or default.

14.2 The Lease together with applicable University policies, the Family & Graduate Housing Resident Handbook, and the Student Code set forth the entire agreement of the parties regarding the subject matter. Any modification to this Lease must be in writing and properly signed by both parties.

14.3 If any provision of the Lease is held by a court of competent jurisdiction to be invalid, the remainder of the Lease shall remain in effect.

14.4 **Leaseholder must disclose in the response to the Offer all of their criminal convictions** (excluding traffic violations) and all **criminal convictions** (excluding traffic violations) of any immediate family members who would reside in the apartment. University reserves the right to terminate a lease with anyone who, in the judgment of the University, represents a threat to the health or safety of University's students, employees, or other members of the University community, or anyone who provides false information or fails to fully complete the Lease forms.

14.5 All notices from Leaseholder 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. University may provide to Leaseholder all notices under this Lease either via Leaseholder's University email account or other email address provided by Leaseholder or via first-class mail to the apartment address.

Approved as to Legal Form 10/16/2024 KAP
Changes to this Lease must be reviewed by Purchasing and Contract Management Office and Legal Counsel.