

# ILLINI TOWER – LEASE ADDENDUM

LANDLORD (Owner): UI-IT, LLC dba Illini Tower ("us," "we" or "our").

UNIVERSITY: University of Illinois at Urbana-Champaign

MANAGER: Century Campus Housing Management, L.P. dba Campus Living Villages: 1001 Fannin, Suite 1350, Houston, TX 77002

PROPERTY: A 207-unit project located at 409 E. Chalmers Street in Champaign, Illinois.

This Lease Contract is for the unit style accommodation of our choice. We will determine the specific bed space and Apartment number on or before the Starting Date:

Starting and Ending Dates are indicated in Part II of the Lease Contract.

The Lease Term is the length of time between the Starting Date and the Ending Date, exclusive of undergraduate academic recess for Thanksgiving, Winter, and Spring vacations, as determined by the University of Illinois. In the event the Starting Date and/or the Ending Date is different than those indicated in the Lease Contract, (different dates must be approved in writing by us) then the rent shall be prorated based upon a daily amount. If the date of move-in is on or before the 10th business day following the first day of classes at the University, there will be no prorated Starting Date and the Starting Date outlined above will be used.

All checks and money orders must be payable to "UI-IT LLC" or "Illini Tower". UI-IT, LLC Dining Auxiliary Services, LLC (UI-IT Dining), an affiliate of Landlord, has agreed to perform all duties and obligations under the lease contract with respect to the provisions of meal plan services and portion of your lease payment hereunder which is attributed to meal plan services is being collected by Landlord as agent for UI-IT Dining.

If you are paying with financial aid (which must be approved by us) you must sign an addendum to the Lease labeled Financial Aid Deferral and agree to pay Rent and \$25.00 non-refundable service fee as set forth in that addendum.

Your initial fee is 175.00 (a \$150.00 Service Fee, that may or may not be refundable plus a non-refundable Lease Contract Processing Fee of \$25.00) as outlined in paragraph 7 & 31.

## 1. DESCRIPTION AND RELOCATION

This Lease is between you and us. We agree to lease to you and you agree to lease from us, the Premises. The "Premises" is defined as including each of the following:

- a. Your sole use of the bedspace in the Apartment;
- b. Together with the other residents of the Apartment, your joint use of the Common Areas in the Apartment and the Property (for purposes of this Lease, "Common Areas" are those areas within the Apartment to which you have access without going into another bedspace, and, within the Property, those areas to which all residents have general access); and
- c. Your use of the furniture in your Bedroom and the joint use of all furniture and appliances within the Common Areas of the Apartment.

However, following ten (10) days after we provide written notice to you, we have the right to relocate you from one bedspace in the Apartment to another or to another similar bedspace Apartment in any building. If we relocate you, we will pay the costs associated with changing your phone, cable TV and electric services only.

## 2. OCCUPANTS

Only you can live in the Premises and only so long as you are enrolled as a student at the University of Illinois at Urbana-Champaign or Parkland College. First priority is to UIUC students and if there is a need for space prior to the move-in date of the lease, we reserve the right to cancel your contract if you are a Parkland College student. It will be used only as a private residence and for no other purpose. While you cannot lease any part of your Premises to another person, you may be able to transfer your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. Even if we agree to the transfer, you will still be responsible for all of the obligations under this Lease unless we specifically agree, in writing, to release you. Our consent to one or more transfers will not be a waiver of our rights of consent to any future transfer. We have the right, when any bedspace within the Apartment is unoccupied, to place a new resident in the unoccupied bedspace unless you and all other residents in the Apartment agree to pay us, as part of your respective Rent, the Rent due for such unoccupied bedspace. The fact that you and your roommates may be in conflict with each other will not act as grounds to terminate the Lease. If your roommate or a potential roommate was not truthful on their lease application, we are not liable, but that person could be in default under their lease.

## 3. LEASE TERM

The Lease starts on the Starting Date, and ends at noon on the Ending Date, exclusive of undergraduate academic recess for Thanksgiving, Winter, and Spring vacations, as determined by the University of Illinois (the fact that you are no longer a student

does not shorten the Term or reduce your liability, unless you meet the criteria for termination or cancellation), but you cannot occupy your Premises until we have complete and executed lease documents and any required guaranty. If we do not provide your bedspace to you when we are supposed to, whether on the Starting Date or during the Term, we will not be liable to you for damages; however, you will not owe us Rent for that period (but that is the only remedy that you have).

#### **4. HOLDOVER**

If you still occupy the Premises past the Ending Date, the date contained in your move-out notice, or the date on which we notify you to leave the Premises, then you owe us Rent plus an additional twenty-five percent (25%) for the extra time that you stay in the Premises (payable daily in advance without notice or demand) **plus**, all of our damages and damages of the person who could not move in because of your holdover.

#### **5. MOVE-IN**

A Move-In Inventory and/or a Unit Condition Report form will be provided to you at the time you move into the Premises. Within forty-eight (48) hours after you move in, you need to tell us in writing of any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture, if any, will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. Except for what you tell us in writing, you accept the Premises, fixtures, appliances and furniture in their **"AS-IS" CONDITION, WITH ALL FAULTS AND IMPERFECTIONS AND ACKNOWLEDGE THAT THE PREMISES ARE SUITABLE FOR THE PURPOSE FOR WHICH THEY ARE LEASED. WE MAKE NO EXPRESS, AND DISCLAIM ANY AND ALL IMPLIED, WARRANTIES WITH REGARD TO THE PREMISES, FIXTURES, APPLIANCES OR FURNITURE.**

#### **6. MOVE-OUT**

- a. The rest of this paragraph applies unless the Lease is terminated (see Section 30) or cancelled (see Section 31). If you intend to leave the Premises permanently, whether on or prior to the Ending Date, you must provide the Manager with forty-five (45) days advance written notice of the specific date by which you will leave and you must pay all Rent through the Ending Date by the time you move out. Verbal notice is not sufficient. We suggest that you use our form for a move-out notice. If you do not, you are responsible for obtaining the Manager's written acknowledgment that the move-out notice has been received. **If you do not give us a written move-out notice, or renew your lease, by January 1 of the year of the lease Ending Date, we will assume you are moving out, and we will attempt to lease your space to another resident. Even if you give proper notice you are not released from liability under the Lease unless all payments through the Ending Date have been made. If you do not give us the move-out notice as described above we will charge you \$150.00 for improper notice to move.**
- b. When you leave, whether at or prior to the Ending Date, the Premises, including, but not limited to, the windows, bathroom, patios, balconies, and kitchen appliances in the Common Areas, must be clean and in good repair and condition, reasonable wear excepted. If you fail to clean or if any appliances have been damaged or are missing, you will be liable for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff prior to your move out. If you do not, you agree to accept our assessment of damages and charges when we inspect. Also, the final determination of damages will be made by our maintenance staff who may not inspect your bedspace or Apartment until after you have moved out.
- c. If you leave any of your property in the Premises after you leave or after the end of this Lease, that property is deemed to be abandoned by you and we can, without delay, take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to you.
- d. The rest of this paragraph applies unless the Lease is cancelled (see Section 31). If you move out before the end of the Term, you also have to pay us a reletting charge of \$175.00. The reletting charge is not a cancellation fee, buy-out fee or a limitation on damages collectible by us since you have still violated the Lease and your Rent for the remainder of the Term is still payable to us. Rather this reletting charge is a liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. Such items are uncertain and difficult to ascertain, particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, and marketing costs.

#### **7. SERVICE FEE**

The \$150.00 Service Fee shall be refundable up to 90 days before the beginning of the Start Date if the Lease Contract is cancelled in writing. After this deadline, the \$150.00 Service Fee is non-refundable for any reason.

#### **8. RENT AND ADDITIONAL CHARGES**

You will pay us the Rent on or before the 1st day of each month, in advance and without us having to make demand for payment. The Rent is payable at our office (or at such other place of which we notified you in writing). **You have no right to withhold Rent for any purpose, including an Act of God, unless we do not provide your bedspace to you. You may not reduce any Rent payable to us by any of your costs or damages against us. You may not withhold payment of Rent in order to pay or reimburse the cost of repairs to the Premises.** At our option, we can require that all money payable to us is to be paid in either certified or cashier's check, money order, or personal check. All checks and money orders must be payable to "UI-IT, LLC dba Illini Tower." **Cash will not be accepted without our prior written permission.** If you give us a check that is unpaid by the financial institution for any reason, you must immediately replace such returned check with a money order, cashier's/certified check,

or credit card. After two returned checks, you must make all future payments by money order, cashier's/certified check, or credit card. Your obligation to pay Rent is a promise by you, which is independent from all of our promises, duties and obligations.

- a. Regardless of whether it is a holiday or weekend, if you have not paid everything that is due by the 2nd of the month, then on the 3rd of the month, if it remains unpaid, we can charge you a late charge of \$30.00. If you have not paid everything by the 9th day then on the 10th day you will be charged an additional \$50.00. You also agree to pay a \$30.00 charge for each returned check plus the above late charges until we receive acceptable payment.
- b. At our option and without notice to you, any money that we receive can be applied first to your non-rent obligations and then to Rent (any past due Rent being paid first), regardless of whether or not you have made notations on checks or money orders and regardless of when the obligation came about.
- c. While we do not have to, we can accept partial rental payment, but we do not waive our rights to collect and enforce the payment of the remainder.
- d. You are liable for all costs or charges associated with our having to provide special services to you or on your behalf (unless the special services are required to be paid by us pursuant to laws requiring us to provide reasonable accommodations to those with disabilities) and for all fees or fines as described in the Community Policies which are attached to this Lease.

## **9. UTILITIES & FURNITURE**

We agree to provide electric, gas, water, sewer, garbage collection, cable, Internet, telephone and furniture for the Apartment. If you want long-distance telephone service, it will be at your expense and you must contact the appropriate provider.

All utilities and furniture may be used only for normal household purposes and must not be wasted or abused and, within one business day after you move in, utilities payable by you must be placed in your name.

We will not be liable for any interruption, surge or failure of utility services provided by us to the Premises or any damage directly or indirectly caused by the interruption, surge or failure.

## **10. COMMUNITY POLICIES**

You and your guests must comply with all written rules and policies, which the University (Code of Student Conduct Rules 1-302) and may be obtained directly from the University of Illinois at the Dean of Students Office, 200 Turner Student Service Building, or the University of Illinois Undergraduate Library, or at the following web site: [http://www.uiuc.edu/admin\\_manual/code/](http://www.uiuc.edu/admin_manual/code/) or we adopt for the Property. The current Community Policies are attached as Exhibit A. These rules and policies are considered to be a part of this Lease and either the University or we can revise, amend, expand or discontinue the rules and policies at any time at our sole discretion by posting a notice on a bulletin board or other area that we designate for notices to residents. If you violate any of these rules or policies you are in violation of this Lease.

By your execution of this Lease, you agree to comply with all ordinances, laws and regulations of all governmental authorities applicable to, and as required, for your occupancy of the Apartment as such ordinances, laws and regulations are enforced by any governmental authority having jurisdiction with respect to the Property including, without limitation, the Rules and Regulations of the Board of Trustees and the institutional rules and policies of the University (collectively, "Governmental Regulations"). The Board of Trustees of the University of Illinois and the University may enforce and apply Governmental Regulations on the premises of the Property, including the Apartment covered by this Lease and to any person in or on the premises of the Property, and may authorize the University officers and commissioned peace officers to provide such enforcement, subject to the jurisdictional limitations provided by law.

## **11. PARKING RULES AND REGULATIONS**

Upon the payment of a nonrefundable fee and completion of a separate contract, Tenant may obtain, if available, one of a limited number of parking permits on a first-come first-served basis. Landlord shall not be liable for any damage or loss to Tenant's motor vehicle or its contents.

Guests must park in the designated guest parking areas. Illegally parked or abandoned vehicles may be towed at the expense of the vehicle owner or operator.

Your vehicle may be towed immediately, without notice, for the following violations:

1. Parked in a fire zone, tow away zone, no parking zone
2. Parked in a handicapped zone without proper identification
3. Parked blocking another vehicle
4. Parked blocking dumpsters
5. Parked in the grass, on sidewalks, or on curbs
6. Parked blocking an entrance or exit
7. Parked on property and not displaying a valid parking permit
8. Violations of specific university or college parking rules and regulations (Please contact their office for additional rules and regulations they may enforce).

In addition, vehicles that incur any of the following violations listed below may be noticed with a warning and given 24 hours to correct the violation before the vehicle is towed unless other arrangements have been made with management:

1. Vehicles with expired plates or inspection sticker
2. Vehicles inoperable (must drive to the office to prove operable)
3. Vehicles abandoned or not being driven (i.e. Using our property as a storage facility)
4. Vehicles on jacks or blocks (unless posing a public safety hazard in which cases, such vehicles may be removed immediately without notice).

## **12. MAINTENANCE, ALTERATION AND REPAIRS**

- a. You assume responsibility for the condition of the Premises during the term hereof. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises without our prior written consent. We can require you to prepay or, if we elect, you agree to repay us, within 10 days after we send you an invoice, for the cost of all repairs made necessary by you, your guest's or any other person's violation of this Lease or the negligent or careless use of the Premises or any part of the Property including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damages to appliances, doors, windows or screens, damage from window or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who is responsible). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within ten (10) days after we send you an invoice. Your obligations to pay the charges described in this paragraph will survive after the ending of this Lease.
- b. **You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. Tampering with, removing batteries from, or otherwise damaging a smoke detector may subject you to criminal prosecution pursuant to the provisions of the Illinois Smoke Detector Act (425 ILCS 60/1 et seq). AFTER YOU MOVE IN, YOU ALONE ARE RESPONSIBLE FOR KEEPING THE SMOKE DETECTOR IN WORKING ORDER. WE ARE NOT.**
- c. On the Starting Date, we will provide light bulbs for the light fixtures in the apartment. Thereafter, light bulbs will be replaced at your expense.
- d. Except in the event of an emergency, if you have a request for repairs or services to the Premises, or repairs or replacements of security devices, the request must be in writing to us. In case of malfunction of utilities or damage by fire, water, or similar cause, you must notify us immediately. In case of malfunction of air conditioning or other equipment, you must notify us in writing as soon as possible. Additionally, you are required to notify us in writing promptly of: water leaks; electrical problems; carpet holes; broken glass; broken locks or latches; and any condition which you reasonably believe poses a material hazard to health or safety. Once we receive the notice, we will act with reasonable diligence in making repairs and reconnections, but during that time you can not stop payment of or reduce the Rent.
- e. With or without notice, we can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.
- f. Neither the Manager nor we will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because the Manager or we are making repairs, alterations or improvements to the Premises, the Apartment, or the Property. If you request any repairs, they will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request, unless the repairs are required by an emergency, you will have to pay in advance any additional charges (such as overtime) resulting from such request.
- g. In order to minimize the potential for any mold growth in the Premises, you are responsible for the following:
  - Keep the Premises clean – especially the kitchen, bathroom(s), carpets and floors. Immediately throw away moldy food.
  - Remove visible moisture from windows, walls, ceilings, floors and other surfaces as soon as possible. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub.
  - Promptly notify us in writing about air conditioning, heating or plumbing problems you discover and about any signs of water, leaks, water infiltration or mold. We will respond in accordance with state law and this Lease to repair or remedy the situation as necessary.
  - Clean any small areas of mold that you discover on non-porous surfaces (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic). The federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide (which should be of the non-staining variety and whose label states that it will kill mold). Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye.
  - **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on porous surfaces, such as sheetrock walls or ceilings or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action in accordance with the state law.

Molds are naturally occurring microscopic organisms that reproduce by spores and have existed practically from the beginning of time. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nevertheless, appropriate precautions need to be taken. Compliance with these provisions will help prevent mold

growth in the Premises and allow both you and us to respond appropriately to conditions that could result in mold growth. If you fail to comply with these provisions, you can be held responsible for property damage to the Premises or any health problems that may result. We can't fix problems in the Premises unless we know about them.

### **13. LIABILITY**

You have assumed responsibility for the condition of the Premises during the term hereof and we shall not be responsible for injury caused by any defect in the leased premises. **YOU WAIVE ALL IMPLIED WARRANTIES UNDER ILLINOIS LAW THAT THE PROPERTY, INCLUDING THE PREMISES, IS FREE OF VICES OR DEFECTS. THIS WAIVER OF WARRANTY ALSO EXTENDS TO VICES OR DEFECTS THAT ARISE AFTER THE DELIVERY OF THE PREMISES TO YOU. BY SIGNING THIS LEASE, YOU ACKNOWLEDGE THAT THIS WAIVER OF WARRANTY HAS BEEN BROUGHT TO YOUR ATTENTION.** Neither we, the Manager, our representative, nor our respective employees, officers, directors, agents, representatives and affiliates (collectively the "Released Parties"), will be liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or your personal conflict with your roommates. The Released Parties have no duty to remove ice, sleet or snow, but the Released Parties may do so in whole or in part, with or without notice to you. **THE RELEASED PARTIES ARE NOT LIABLE TO YOU OR YOUR GUESTS FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSONAL PROPERTY FROM BURGLARY, THEFT, VANDALISM, FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, LIGHTNING, WIND, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES; EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS CAUSED BY THEIR GROSS NEGLIGENCE.** *We urge you to obtain your own insurance for losses due to such causes.* **YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE THE RELEASED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND/OR DAMAGE (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE PROPERTY, EVEN IF SUCH CLAIMS AND/OR DAMAGE IS CAUSED BY, IN WHOLE OR IN PART, THE ORDINARY NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.**

### **14. CASUALTY LOSS**

If in our reasonable judgment, the Premises, the Building or the Property is materially damaged by fire or other casualty, we may terminate this Lease within a reasonable time after such determination by giving you written notice. If we terminate the Lease, and you did not cause the loss, we will refund prorated, prepaid Rent and all deposit(s), less lawful deductions, which may be provided in this Lease. If we determine that material damage has not been caused to the Premises, the Building or the Property, or, if we have elected not to terminate this Lease, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction of the Rent for the unusable portion of the Premises unless you or your guests are the cause of the fire or other casualty.

### **15. NO PETS**

Except as required by law, no pets are allowed (even temporarily) anywhere in the Apartment or the Property without our prior written approval. "Pets" include all mammals, reptiles, amphibians, birds, fish and insects. Feeding stray or unauthorized pets is prohibited. If you or your guests, with or without your knowledge or permission, violate the above you may be charged for damages, evicted, and/or subject to other remedies of this lease. We may remove your pet if we provide written notice of our intent to remove the pet. We may turn the pet over to a humane society or local authority. We will return the pet to you upon request if it has not already been turned over to a humane society or local authority. We have no lien on the pet for any purpose; but you agree to pay for reasonable care and kenneling charges for such pet. If you do not pick up the pet within two (2) days after removal, the pet shall be deemed abandoned.

### **16. RIGHT OF ENTRY**

Both we and the Manager and our respective agents, employees, repairers, servicers and representatives may, without notice, at any time, enter the Premises for any reason that we or the Manager deem to be reasonable. Some reasons for our entry include, but are not limited to, the following: responding to your request; repairs; estimating repair or refurbishing costs; pest control; preventive maintenance, filter changes, testing or replacing smoke-detector batteries; retrieving unreturned tools or appliances; preventing waste of utilities; exercising contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials) and items prohibited under our Community Policies; removing unauthorized pets; retrieving property owned or leased by former residents; inspections when immediate danger to person or property is reasonably suspected; entry by a law-enforcement officer with search or arrest warrant or in hot pursuit; showing apartment to prospective residents; or showing apartment to government inspectors, fire marshals, lenders, appraisers, prospective buyers, or insurance agents. The entry can be gained by use of a pass key or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage caused thereby). Both we and the Manager can also enter the Premises, upon giving you prior notice to show a bedspace or the Apartment to government inspectors, fire marshals, lenders, prospective buyers, prospective residents, other residents or insurance agents.

## 17. DEFAULT

You are in violation of this Lease if:

- a. You fail to pay Rent or any other amount owed under this Lease as directed by this Lease;
- b. You or your guest violates this Lease or any addendum to it, the Community Policies, any apartment rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- c. The electric service, if payable by you and the other residents of the Apartment is disconnected or shut-off regardless of the reason why (except for acts of God), including your failure to pay for the electric service;
- d. You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (that is, you appear to have moved out before the end of the Lease, clothes and personal belongings have been substantially moved out and you have not been in the bedspace for 5 consecutive days);
- e. You or the Guarantor has made any false statement or misrepresentation on any information provided to us, which includes the application you submitted;
- f. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined in applicable law;
- g. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession); or
- h. You fail to pay any fine, charge, or penalty within ten (10) days after it is levied in accordance with this Lease or the Community Policies.

## 18. REMEDIES

If you are in violation of this Lease, we can, without demand or notice (other than as provided in this paragraph) in addition to other remedies allowed by law:

- a. Collect any fine imposed by the Community Policies;
- b. Sue to collect past due Rent and any other damages we have incurred because of your violating the Lease;
- c. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the rent actually paid by the new resident together with the relet charge of \$175.00);
- d. Terminate the Lease and your right to occupy the Premises and institute an action for eviction, by giving you written notice and providing 24 hours for you to leave;
- e. Report all violations to credit reporting agencies;
- f. Draft your checking account any sums we say you owe that you have not disagreed with in writing;
- g. Accelerate the remainder of the Rent due under this Lease through the Ending Date; and
- h. Do any combination of a, b, c, d, e f, or g; however, if the default solely relates to your failure to move in, we will return prepaid Rent and the Security Deposit, if any, if a replacement resident acceptable to us takes occupancy on the Starting Date; however, we will retain an amount of \$175.00 as a relet fee.

Lease violations, including failure to pay any sums due, may also subject you to University sanctions, which may prevent you from enrolling at the University and from obtaining grades, transcripts or diplomas.

All unpaid amounts will bear interest at 18% per year from the date originally due through the date of payment.

## 19. LANDLORD'S LEIN

All of your non-exempted property within the Premises is subject to a lien to secure payment of delinquent Rent or any other amounts that you owe us.

If you have violated this Lease, we can enter the Premises and remove and/or store all of your non-exempted property, but in so doing, we will leave in the bedspace a written notice stating the amount of the delinquent Rent or the other amount owed and the phone number, name, and address of the person to contact about the amount owed. Except for pets or worthless property, if the property is removed because of non-payment of Rent, non-payment of other sums or if you have left the Premises, we will store the property removed, but we are not liable for casualty loss, damage or theft of any of such property. If the property is removed because of eviction, we have no obligation to store the property, but if we do, we are not liable for casualty, loss, damage or theft. All costs of storage and our charges for packing, removing or selling such property are to be paid by you. Property can be redeemed by paying all delinquent Rent (and other sums due) as well as charges for removal, packing, storage and sale. Property not redeemed within 30 days, can be disposed of by public or private sale which can be held no sooner than 30 days after a reasonable attempt at delivering written notice to you of the date, approximate time and place of the sale (such notice to be sent by first class mail and by certified mail, return receipt requested, to your last address on our books).

## **20. CUMULATIVE REMEDIES**

The exercise of any remedy by us shall not be taken to exclude or waive the right to exercise any other right or remedy which we might have. After we give you notice to leave the Premises or if we file an eviction suit, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it.

## **21. COSTS AND FEES**

In the event we bring an action against you because of your violation of this Lease, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment.

## **22. SUBORDINATION AND RIGHT TO ENCUMBER**

The lien of any lender(s) on the Property will be superior to your rights as a tenant. Therefore, if we violate the loan and a lender takes over ownership, it can end this Lease or it may elect to continue the Lease. It is at the discretion of the holder of the mortgage documents. Your rights under this Lease are therefore subject to the rights of the lender(s) on the Property. If we request, you agree to sign any document confirming the subordinate status of this Lease and you appoint us as your attorney-in-fact to execute any such document for and in your name.

## **23. SALES**

Any sale of the Property shall not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Property will be responsible for the performance of the duties of "Landlord" from and after the date of such sale.

## **24. RESIDENT INFORMATION**

If you or the Guarantor has supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and Guarantor voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we can provide it without notice to you or any further consent.

## **25. MULTIPLE RESIDENTS**

**Each resident of an Apartment is jointly and severally liable with the other residents of the Apartment for all lease obligations relating to Common Areas and utilities; however, only you are liable for the lease obligations relating to your bedspace and the payment of your Rent. You are not liable for any of your fellow residents' obligations as to their bedspace and their rent payable to us.**

## **26. GENERAL**

Timing is very important in the performance of all matters under this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This Lease is the entire agreement between the parties. We make no representations or warranties that all residents of the Property will be students. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us. All Lease obligations are to be performed where the Property is located. Unless this Lease states otherwise, all sums owed by you are due upon demand. Our delay or non-enforcement of our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the Lease does not invalidate this Lease. If any part of this Lease is not valid or enforceable, it shall not invalidate the remainder of this Lease.

## **27. LIABILITY OF LANDLORD**

If we violate this Lease, your damages (and those of anyone else) cannot exceed our equity in the Property but before you bring any action against us, you first have to give us written notice of the nature of our violation and allow us thirty (30) days to cure it (or a shorter period to cure if so required by the laws of the state of Illinois).

## **28. SAFETY**

**YOU MUST EXERCISE DUE CARE FOR YOUR AND OTHER'S SAFETY AND SECURITY. PLEASE READ THE SECURITY GUIDELINES INCLUDED IN THE COMMUNITY POLICIES ATTACHED TO THIS LEASE. None of our safety measures are an express or implied warranty of security or are a guarantee against crime or of a reduced risk of crime.** We are not liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and we can discontinue any of such items provided at any time without notice.

## 29. GUARANTY

If the Parental or Sponsor's Guaranty provided to you is not signed and returned to the Manager by the earlier to occur of (i) 7 days after the date this Lease is signed, or (ii) one day before the Starting Date, you will be in violation of this Lease. The person who signs must have their signature notarized or attach a copy of their driver's license or other governmental photo identification.

## 30. LEASE TERMINATION

If Tenant graduates from the University and is not enrolling in a graduate program at the University prior to the end of the Term of this Lease, Tenant shall vacate the Premises and Landlord shall refund to Tenant any previously paid rent to the extent such rent is for a period during which Tenant will not be occupying the Premises.

First priority is to UIUC students and if there is a need for space in August, the Landlord reserves the right to terminate, prior to move-in, the contract of any non UIUC student in order to accommodate them. The Landlord will refund any previously paid service fees or rent for the lease term.

Unless otherwise allowed in this paragraph, you may not terminate this lease for divorce, pregnancy, loss of roommate, bad health, or any other reason other than death, unless agreed to in writing by us. If you are a member of the Armed Forces on active duty and receive change-of-station orders to permanently leave the local area; are relieved from active military duty; or are a national guard or reservist called to active duty, then you may terminate this lease by giving written notice to us. Your notice shall terminate the lease thirty (30) days after we receive the notice. In addition, you must provide a copy of the official orders, which allow lease termination.

## 31. LEASE CANCELLATION & CERTIFIED HOUSING AND PRE-TERM TERMINATION BY TENANT

Landlord and Tenant specifically agree that the "Certified Housing" designation by the University of Illinois of the leased premises shall be deemed a material element of this lease and a mutually dependent covenant with the Tenant's obligation to pay rent hereunder. If at any time during the lease term, such certification is withdrawn, the lease and Tenant's obligations hereunder shall be voidable at the Tenant's option. In this event, Tenant shall give written notice to Landlord to exercise said option to void the Lease.

The following additional provisions are applicable in the event Tenant chooses to terminate the Lease prior to the expiration of the Lease Term:

- (a) If Tenant has given Landlord at least 30 days written notice prior to the beginning of the Term of this Lease of Tenant's **official denial of admission to the University**, Landlord shall refund to Tenant any previously paid rent.
- (b) If Tenant has given Landlord at least 60 days written notice prior to the beginning of the Term of this lease of Tenant's decision for any reason, other than denial of admission, **not to enroll in the University**, Landlord shall refund to Tenant any previously paid rent.
- (c) Reciprocal Agreement with the University of Illinois: Since The Illini Tower is certified housing approved by the University of Illinois Housing Division:
  - (1) **New, first-time attending undergraduate** UIUC students who first arrive on campus for Fall 2010 or Spring 2011 semester and who have a contract with Illini Tower may cancel their housing contract without penalty to contract with University of Illinois Residence Halls any time through September 1, 2010, for the Fall semester 2010 and through November 15, 2010, for the Spring semester 2010, providing they meet established criteria for release.
  - (2) **Returning undergraduate UIUC students who were on campus before Fall 2010** may cancel their 2010-2011 contract with Illini Tower without penalty through May 15, 2010, for Fall semester 2010, or November 15, 2010, for Spring semester 2011, and move to the University of Illinois Residence Halls, providing they meet established criteria for release.

Proper and adequate documentation must accompany any request for transfer. Any Tenant interested in obtaining further information concerning the content of this paragraph should inquire with Landlord.

## 32. METHOD OF NOTICE

All "notices" to us must be in writing and either hand delivered or sent by U.S. certified mail, return receipt requested, postage prepaid, to Illini Tower, 409 E. Chalmers Street, Champaign, Illinois 61820. Attention: Managing Director.

## 33. SPECIAL PROVISIONS

**Conditions Precedent:** It is understood and agreed between the parties hereto that complete and timely payment by Tenant to Landlord of each installment rental payment due prior to the beginning of the term of the lease, as set forth above, is and shall be a condition precedent to Tenant's rights, including right of use and occupancy at the beginning of the term, under the Lease Agreement, and that Tenant's failure to make said payments in a complete and timely manner shall constitute a breach of said condition precedent which entitles Landlord, at its election, to cancel Tenant's rights under the Lease Agreement, including right of use and occupancy, and to lease the space reserved for Tenant to other persons.

The following special provisions have been added to and are a part of this Lease: Apartment Lease Guaranty and Community Policies.

**Consent to Jurisdiction and Venue:** Tenant and Guarantor consent to the jurisdiction and venue of the Circuit Court of the Sixth Judicial Circuit, Champaign county, Illinois, for purposes of venue and enforcement of the Lease Contract

### **34. LEASE RENEWAL**

If you intend to renew your Lease, you must renew the Lease by January 1, prior to your Ending Date. If you don't we may lease your space to another person and you will be required to move from your space by the Ending Date.

### **35. PRIVACY POLICY**

This Privacy Policy sets forth the privacy practices of Century Campus Housing Management, L.P. ("CCHM") dba Campus Living Villages with respect to protecting the confidential nature of personal information, including your social security number and/or driver's license number reported by you with the submittal of a Lease Contract or via information you provide to the University or College. Nothing in this policy is intended to prohibit or restrict the collection, use and maintenance of social security numbers as required by applicable law.

The disclosure of your social security number and/or driver's license number is required so that we may verify your eligibility to rent a bed space or apartment, to verify the eligibility of your guarantor, and, if applicable, to secure credit and criminal background reports. In addition, if you default on your Lease Agreement, we may use this information to report your default to both credit agencies and/or the University or College. The personal information you provide is stored in your resident lease file that is generally kept in a locked cabinet in the management office. All administrative personnel of CCHM, including part-time administrative help, have access to your personal information. At the end of your resident status with us, your file is maintained for a period of up to 10 years in a secure storage room. At the end of the 10-year period, your file is shredded.

### **36. MEAL PLAN SERVICES**

**Operation of the Meal Plan Program:** Meal memberships will be put on hold if payments are not made by due dates. The hours of operation of the Meal Plan facilities shall be designated by Operator. Operator shall have no obligation to allow special dining arrangements for Residents due to conflicts with the meal plan hours due to Resident's work or school schedule. Special meals, including medical and religious related diets, are not available. Unused meals from the Fall semester do not carry forward to the Spring semester. Resident shall not be entitled to a refund of, or any credit against, fees paid hereunder for meals not consumed by Resident. Operator reserves the right to alter services or hours of operation. Notice will be given with modified schedules posted in all dining locations and online. Meal Plans can be upgraded during the year, but may not be decreased for any reason. Resident may upgrade a meal membership at any time in the semester. Any additional money owed is due at the time of upgrade. Meal memberships will be put on hold if payments are not made by due dates. Meal Plan cards are absolutely non-transferable. Please notify us immediately if your card is lost or stolen. There will be a \$15.00 replacement fee for replacement of a card.

**Dining Policies.** All residents must abide by the rules and regulations published by Operator with respect to the dining facilities, including, but not limited to:

1. Appropriate Dress. In accordance with state law, the following minimum standards of dress must be maintained at all times while in the dining facilities: Shoes and shirts must be worn at all times. Sleep wear and swimsuits are not acceptable.
2. Behavior. Residents and their guests are expected to display appropriate behavior while in the dining facility. Disruptive, destructive, excessively noisy, or injurious behavior will lead to disciplinary action.
3. Removal of Food. The removal of food, dishes, utensils, glasses, trays, equipment, décor or supplies from the dining facilities is strictly prohibited. All meals provided are to be consumed only in the dining room facilities during established dining hours. Residents shall not allow any other person to use his or her identification card. Residents are responsible for bussing their trays after meals. We allow an Illini Tower mug to be purchased and food contained within this mug may be removed from the dining facility.
4. Alcohol. Alcoholic beverages are not permitted in the dining facilities.

### **GUARANTOR DATA**

The guarantor must provide a valid social security number and a copy of a valid government ID.

In consideration for, and as an inducement to Landlord in making the foregoing Lease with Tenant, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned irrevocably guarantees absolutely and unconditionally, jointly and severally, to Landlord the full performance and observance of all the agreements and conditions thereof, and of any amended, revised or continued lease, to be performed and observed by Tenant, including, but not limited to, the payment of rent and other amounts payable by Tenant to Landlord hereunder, including Landlord's reasonable attorneys' fees incurred to enforce this Lease, and expressly waives demand, notice of protest, and notice of any changes, renewals, modifications, or default by Tenant.

I have read this Lease and agree to guaranty the full compliance of all Tenant obligations stated herein.

# EXHIBIT A: COMMUNITY POLICIES

Students electing to live Illini Tower should make a strong commitment to caring for the community in which they live. The cleanliness, beauty, and enjoyment of the property will be enhanced if you will speak up whenever you observe a thoughtless act, unsafe condition, or questionable person on the grounds.

*All residents are expected to obey federal, state and local laws, and Code of Student Conduct (Rules 1-302 in the Code of Policies and Regulations applying to all University of Illinois students, and directives issued by an administrative official of management in the course of his/her duties.*

## SAFETY

**S1. SECURITY** - It is not possible for any apartment/suite/loft owner or manager to insure "security" or "safety." For your convenience, features such as deadbolt locks may be provided. Features such as card access or code operated locks may be provided at certain communities. The University of Illinois Urbana-Champaign Police may patrol from time to time at their sole discretion. You should not assume their presence. We believe in the effectiveness of neighbors looking out for each other and we encourage residents to get to know their neighbors. You must promptly report any incident of theft, vandalism, or unsafe conditions to University of Illinois Urbana-Champaign Police and our office. Whenever possible, please furnish a detailed description of the offender, date and time of day, make and color of car, license plate number, etc. Please call 911, to report any criminal activity, fire or ambulance need. We will support your vigilance and will, where appropriate, prosecute acts of vandalism, trespassing, and theft.

**ACCESS TO THE PROJECT.** Your acceptance and use of the access code, key and/or card is subject to your compliance with the following guidelines:

- A. Immediately report lost or stolen key and/or card to us in order to possibly prevent unauthorized use. Lost, stolen or damaged key and/or card will be replaced for a \$30.00 charge. This charge offsets the cost of the key and/or card. Replacement meal cards and laundry cards will cost \$15.00 for each lost card.
- B. Your right to use the access code, key and/or card ends when your lease ends or is terminated. You must return all keys/cards at that time. If you fail to return the access key/card when your lease ends or is terminated, you will be charged \$50.00.
- C. Do not let other people use your key or card and do not give out access codes if any exist.
- D. Mere possession of a code, key or card does not necessarily confirm right of entry. Therefore, please do not assist someone who appears to be having difficulty gaining entry. Please do not let someone whose access privileges have been revoked, or guests of others, enter the property with your code, key or card.

Your guest must contact you via personal telephone. You may then arrange to meet your guest at the entrance. Guests are required to have a resident escort them at all times while on-site.

**WAIVER OF WARRANTY; RELEASE OF LIABILITY** - The owner and their respective managers, agents, representatives, officers, directors and employees make absolutely no warranty, express or implied, as to the effectiveness of the limited access system. You expressly waive any warranty, express or implied, as to the condition of the access equipment, its fitness for any particular purpose, or the likelihood that the fencing and gates will increase the amount of protection of you or your property, or decrease the possibility of forced, illegal, or unwanted entry into your apartment or the Project parking lots and grounds. You acknowledge that the access card systems and/or locks are mechanical devices that periodically fail or are rendered inoperative. We may leave open some or all of the card access or locked doors at our sole discretion. We do not guarantee that the limited access doors or locked doors will prevent theft, assault, vandalism, or damage to you or your property. You acknowledge that neither the owner, nor their respective managers, agents, representatives, officers, directors and employees shall be liable for any disruption in the operation of the access doors or locked doors, nor shall they be liable for any loss you suffer as a result of any problem, defect, malfunction or failure of this equipment. These Community Policies do not impose any responsibility, duty or liability upon the owner, their respective managers, agents, representatives, officers, directors and employees as a result of the installation and/or operation of the access doors or locked doors; and you release the owner, their respective managers, agents, representatives, officers, directors, employees, successors and assigns from all liability connected therewith.

**KEYS AND ACCESS CARDS** - Keys and access cards belong to us and must be returned to us at the end or termination of your lease. You will be charged \$50.00 for each key or access card that is not returned, and for each replacement key or access card that you request. Do not duplicate any keys.

### PERSONAL SECURITY - WHILE INSIDE YOUR APARTMENT

- Lock your doors and windows, even while you're inside.
- Use deadbolt locks, if provided, on the doors while you're inside.
- When answering the door, see who is there by looking through a window or peephole, if provided. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
- Don't put your name, address or phone number on your key ring.
- If you're concerned because you've lost your key or access card or because someone you distrust has a key or access card, ask us to rekey or reprogram the locks. You have a statutory right to have that done. You will pay for the rekeying or reprogramming.
- Dial 911 for emergencies. Keep phone numbers handy for the police, fire and EMS.
- If an emergency arises call the appropriate governmental authorities first, and then call us.
- Check your smoke detector monthly, if provided, for dead batteries or malfunctions.

- Immediately report the following to us in writing, dated and signed.
- Any need of repairs of locks, latches, doors, windows and smoke detectors.
- Any malfunction of other safety devices outside your dwelling, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages broken railings, etc.
- Close curtains, blinds and window shades, if provided, at night.
- Mark or engrave identification on valuable personal property.

#### **PERSONAL SECURITY - WHILE OUTSIDE YOUR APARTMENT**

- Lock your doors while you're gone. If you have them, lock your door handle lock and keyed dead bolt lock.
- Leave a radio or TV playing softly while you're gone.
- Close and latch your windows while you're gone, particularly when you're gone for an extended period.
- Tell your roommate where you're going and when you'll be back.
- Don't walk alone at night.
- Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- Don't give entry codes or access cards to anyone.
- Use lamp timers when you go out in the evening or go away for an extended period. They can be purchased at most hardware stores.
- Let us and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since we cannot assume that responsibility.
- While away for an extended period, have your newspaper delivery stopped, or have a friend pick up your newspaper daily.
- Carry your key or access card in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys or access card at the door.

#### **PERSONAL SECURITY - WHILE USING YOUR CAR**

- Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
- Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases or purses.
- Don't leave your keys in the car.
- Carry your key ring in your hand while walking to your car, whether it is daylight or dark and whether you are at home, school, work or elsewhere.
- Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.
- Check the backseat before getting into your car.
- Don't stop at gas stations or automatic teller machines at night, or anytime when you suspect danger

#### **PERSONAL SECURITY AWARENESS**

No security system is failsafe. Even the best system can't prevent crime. Always proceed as if security systems don't exist since they are subject to malfunction, tampering and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

## **COMMUNITY LIVING**

**L1. FIREARMS/WEAPONS** – We do not allow firearms and other weapons on the property. You must comply with all federal, state, and local laws pertaining to all weapons including, without limitation, explosives, bows and arrows, illegal knives, martial arts weapons, air rifles, BB guns, or any other object that can be construed as a weapon.

**L2. ALCOHOL** - Possession or consumption of alcoholic beverages by you and your guests must be in compliance with local, state and federal laws. If you are under 21 years of age, you may not consume or possess alcohol. Alcohol may not be consumed or displayed in public areas, including balconies, patios and walkways. Kegs of any type and other common source alcohol containers are not allowed. We will dispose of any alcohol remaining in containers of this type found on the property. Alcohol-related conduct that ignores the rights of others to a quiet, orderly living environment is not acceptable.

**L3. DRUGS AND ILLEGAL SUBSTANCES** - Use, possession and/or distribution of drugs and/or illegal substances, including marijuana, is strictly prohibited and will result in eviction. This includes possession of any drug paraphernalia. In accordance with lawful procedures, University of Illinois Urbana-Champaign Police may confiscate and retain for evidence any such drugs found in possession of a student, in his/her apartment, or vehicle. This however does not mean that all citizens of our community make the best choices and some may choose to violate this policy and jeopardize their residency with us. We cannot guarantee the personal choices any resident or guest makes regarding this policy.

**L4. VERBAL AND/OR PHYSICAL ABUSE** – Residents and guests are to treat all neighbors, apartment/suite/loft mates, visitors, the management staff, and other officials with courtesy and respect. Verbal abuse will not be allowed including swearing, name-calling or any other language offensive or demeaning to another person. Physical violence of any type will not be tolerated.

**L5. FAILURE TO COMPLY** – You must comply with all written and verbal requests and instructions from management and officials. This includes requests to produce valid identification.

**L6. NOISE** - You and your guests must respect the rights of others at all times by behaving in a manner that is conducive to sleeping and studying. High volume sounds from home and car stereos, televisions, electrical instruments, and such are not permitted. Quiet hours may be established. However, you are expected to show consideration and courtesy to other residents 24 hours a day, seven days a week. If another person can hear your stereo, voices, or any other form of sound from outside your door, windows or through the walls, you are being too loud. Please pay special attention to the level of bass you play on radios and stereos.

**L7. BARBECUE GRILLS/FLAMMABLES** The fire code prohibits the storage or use of barbecue grills on the sidewalks in front of the building and on breezeways/balconies/patios. After you use the community grills if provided, please leave the equipment, grills, and area clean for the next person.

Flammable liquids may not be stored in your apartment. This includes, but not limited to illumination devices, flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, explosives, or any other material deemed hazardous. Fireworks are prohibited.

**L8. FIRE ALARMS & ELEVATORS** - We may have installed building fire alarms in the building. If you are in a building when its fire alarm rings, you and your guests are required to immediately leave the building (this includes real alarms, false alarms and fire drills). If you, and/or your guests, fail to leave as required, you may be required to pay a fine. **EXCEPTION:** You are not required, to leave the building while we are conducting a test of the fire alarm system and we have notified residents in advance of the test. If you, and / or your guests, intentionally cause a false alarm, you will be subject to a fine and/or eviction. You may not tamper with any component of the building life safety equipment. Tampering with such equipment may result in criminal prosecution and you will be liable for all damages caused from such tampering.

Tampering with elevators, including falsely sounding the alarm bell, misuse of emergency phones, forcing the doors or otherwise hindering or threatening elevator operation is extremely dangerous. Any persons engaging in such activity will be treated accordingly and could be subject to prosecutions and or eviction

**L9. SMOKE DETECTORS** - At the beginning of your lease we will test the smoke detector(s), if provided, in your apartment/suite/loft for proper operation and working batteries. Thereafter, it is your responsibility to replace the batteries. Do not render the smoke detector(s) inoperable or fail to keep working batteries installed. Report any malfunctioning or inoperable smoke detector(s) to us immediately.

**L10. COMMON AREAS** - You are expected to use common sense and consideration for others when using these facilities. Your use of the common areas is a privilege that we can withdraw. Do not make loud noise or play music in the clubroom or other common areas. You and your guests are required to follow the posted rules and regulations.

**L11. SMOKING PROHIBITED** – OUR COMMUNITY IS SMOKE-FREE and SMOKING IS PROHIBITED IN ALL AREAS OF THE FACILITY INCLUDING APARTMENT BREEZEWAYS AND ON PATIOS. Smoking is ONLY permitted in the designated area outside the building on street level. Properly dispose of cigarette butts in containers.

**L12. NUMBER OF OCCUPANTS** - The maximum number of people living in a apartment is identified in the Lease Contract.

Guests staying more than 48 hours without our permission will be considered unauthorized occupants and you will be in violation of the lease.

**L13. VISITORS** - You are responsible for your guests' compliance with all of these Community Policies and parking regulations. If you allow someone access to our community or if they are in your apartment/suite/loft, they are considered your guest. During limited periods of the day/night you may need to sign your visitor in at the front desk if one is provided. Your visitor may need to leave identification. The total number of visitors a resident may host may be limited if good citizenship and neighborly behavior is not maintained.

Overnight guests are allowed only with the approval of all roommates. Guests who stay after 2:00 AM will be considered overnight guests. All guests staying for 48 hours or more than four (4) days in a month must be approved in writing by the office in advance. Guests may stay no more than 48 hours in a row, not to exceed twelve (12) nights in any given semester.

**L14. SOLICITATION** - Solicitation is prohibited in our community.

**L15. MINOR CHILDREN** - An adult must supervise any children, and the children of any guests, when outside the apartment units. Breezeways and Patios are considered "outside."

**L16. APARTMENT INSPECTION / ENTRY** - We may enter the apartment in situations as described in your lease and to determine compliance with regulations of state and/or federal law, or if we feel that a resident or person is in danger or needs assistance. Staff will also enter rooms during fire alarms or for noise violations if there is no response from the resident.

**L17. APARTMENT/UNITS** - We recognize the importance of personalizing your apartment. However, in order to comply with fire codes (which exist for your protection and safety), to reduce the risk of accidents, and to prevent other damage to the apartment/suite/loft, we have established the policies that follow. If you fail to follow these policies, we may sanction you and/or charge you fines and costs.

A. We do not allow hot plates in your apartment.

B. We do not allow multiple-outlet, "octopus," plugs in your apartment unless they have a self-contained circuit breaker. All extension cords must be U.L. approved.

C. You may not use halogen lamps, candles, incense or any open flame in your apartment. If the power goes out, use flashlights only for light. Do not store flammable liquids in or around your apartment/suite/loft.

D. You may not hang, stick, or erect anything in, on, or about any windows if it can be seen from the outside. The blinds provided should be the only thing visible on the outside windows.

E. All decorations should be temporary in nature so as to not permanently deface or damage any of your apartment/suite/loft's finishes. You can hang posters and other wall decorations with thumbtacks, or any other method that will not damage painted wall surfaces. No wall papering or painting is permitted in your apartment. Holiday decorations may only be attached on the exterior of the apartment door and does not protrude more than 5 inches from the door into the walkway.

- F. Do not use nails, stickers or tape on the apartment/suite/loft entrance, bedroom and closet doors, or kitchen cabinet surfaces.
- G. We do not allow waterbeds.
- H. Do not hang anything from sprinkler heads (if installed). Damage to these may result in flood damage for which you will be responsible.
- I. Aluminum foil may not be placed in windows as insulation or decoration.
- J. No awning, Venetian blinds, window guards, radio television antenna, or planters shall be attached to or hung from the exterior of the building or protrude through the walls, windows, roof thereof, and no notice, advertisement, bill, poster, nameplates, illumination or other signs shall be inscribed or posted on or about the property.
- K. No air-conditioning units shall be installed in any apartment.
- L. No live Christmas or holiday trees.

**L18. ROOMMATE AND NEIGHBOR COUNSELING** - Conflicts occur due to a lack of communication between people and resistance to compromise. All residents agree to follow the ROOMMATE/NEIGHBOR CONFLICT RESOLUTION process:

- A. The complaining resident discusses the problem with our staff; staff will give tips on how to talk with the roommate/neighbor; the complaining resident addresses the concern directly with the roommate/neighbor.
- B. Our staff will follow up with the complaining resident. If the problem remains, a resolution meeting is held among apartment/neighbors and our staff. A roommate/neighbor contract may be formulated to help negotiate a compromise.
- C. Our staff will follow-up and revise the roommate/neighbor contract if needed.
- D. Only after our staff feels that the roommate/neighbor resolution process has been given a chance will changes in apartment assignments be considered. Failure to get along with roommates/neighbors is not grounds for lease termination.
- E. Roommates/neighbors electing not to work through this prescribed resolution process will be assessed a \$50.00 transfer fee to change apartment, if apartment availability allows.

**L19. TRANSFERS** - You may move from one apartment loft to another if you have our approval. You may be required to pay a transfer fee of \$50.00. If you move to another apartment or bedroom within an apartment/suite/loft without our prior approval, you may be have to pay \$50.00 to us. You may not intentionally abuse or ignore your roommate's rights so that you can get a private room or extra space in an apartment. If you do, you may be charged for the additional space and face disciplinary action.

**L20. SATELLITE TELEVISION DISHES** - You may not install a satellite television dish without our written approval.

**L21. LOITERING** - No one shall be permitted to loiter in any of the common or parking areas. Horseplay, running, screaming or other boisterous conduct is not permitted.

**L22. IMPLIED CONSENT** - All residents in an apartment/room/area will be held responsible of their behavior/objects in that apartment, room or area. In addition, residents who are not observed participating in misbehavior or in possession of inappropriate items/objects, but are in the presence of a policy violation, can be held responsible. This is called implied consent. If a resident is not present, he/she will be held responsible unless it can be clearly demonstrated that he/she had no knowledge of the violation.

**L23. CHRONIC MISBEHAVIOR** - A resident establishes an unacceptable pattern of misconduct when he or she is frequently in trouble, though individual offenses might be minor. A pattern of recalcitrance, irresponsible conduct, or manifest immaturity may be interpreted as a significant disciplinary problem. Generally, the third violation of policy will result in a referral for eviction, but single violations, depending on the nature, may be cause for eviction at our discretion.

**L24. MAIL/DELIVERIES**— The mailbox receptacle may have a designated outgoing mail slot that is regularly checked by US Postal Personnel. Nothing will be affixed to the outside of the mailbox receptacles.

Due to the liability involved, Illini Tower, will accept packages from commercial delivery services (UPS, Federal Express, etc.) only with written consent. By signing these Community Policies, you give us your written consent to accept such packages. This service is offered as a convenience to you, and you hereby release us from all liability of any kind in connection therewith.

Management is not responsible for personal property, packages or other deliveries left in walkways, at doors of units or any other undesignated place.

**L25. VIDEO SURVEILLANCE** - The community may be equipped with a Closed Circuit TV camera. This camera may be installed for the purpose of recording events for later viewing. If a camera is provided, the camera is NOT monitored and is NOT installed for the purpose of stopping an event in progress. You should always protect yourself by always being aware of your surroundings and by being alert for dangerous circumstances. Further, since the camera and recording equipment is mechanical and requires the involvement of humans, they may not always be working properly due to mechanical or operator problems. Do NOT rely upon this camera in any way for any purpose.

## **OFFICE & MAINTENANCE SERVICES**

**O1. OFFICE HOURS AND SERVICE PROCEDURES** - Our business hours may vary during the course of the year. Please check the office hours posted at the office entrance. When the office is not open, for emergencies call the after-hours number (217) 278-8000. The number is posted at the front office and is distributed to you throughout the year in various newsletters and notices.

**O2. MAINTENANCE MANAGEMENT SYSTEM** - We take pride in providing you a well-maintained home. We demand high standards of service from our suppliers, subcontractors, and service personnel. Except during emergencies, a written work order must be issued from our office for all service requests. Verbal requests are not allowed. Your cooperation with this policy will help

us provide you better service. If you make a second request for service and do not receive service within a reasonable amount of time, please address a letter to Campus Living Villages, to the attention of Regional Director, 1001 Fannin, Suite 1350, Houston, Texas 77002. Only written correspondence will be acknowledged. Emergency maintenance such as, power failures, losses of heat (if the outside temperature is below 40°F), losses of air conditioning (if the outside temperature is above 90°F), and rising water may be reported by calling the after-hours number. Promptly report water leaks and equipment malfunctions to minimize your inconvenience and property damage.

**03. CARPET CARE** - To reduce damage and preserve the appearance of your carpet if any is installed, you must vacuum frequently (at least weekly). Please call us immediately for special instructions and assistance in handling carpet stains or damage. Annually, upon renewal of your contract, we will shampoo your carpet at no cost, per your request.

**04. RENTAL PAYMENTS** - Rental payments are due in advance, without demand, at our office in accordance with your Lease Contract. Late charges will be assessed as described in the Lease Contract and Lease Addendum You must make payments by check or money order. Credit card payment may be available with service fees being the responsibility of the resident. Our policy is to pursue all legal remedies for lease defaults, including court action and filing reports with the credit bureaus. You will be charged \$30.00 for returned checks, plus the late fee. After two returned checks, you must make all future payments by money order or cashier's/certified check.

**05. SECURITY DEPOSIT REFUNDS** - Intentionally left blank

## COMMUNITY CLEANLINESS

**C1. APARTMENT CLEANLINESS** You must maintain your apartment in a clean, orderly and sanitary condition at all times. Unclean conditions may create an unhealthy environment for your roommates and/or your neighbors.

A. If we must clean your apartment to assure sanitary conditions, you must reimburse us for all costs incurred.

B. If one apartment-mate of a apartment moves out, all apartment-mates must satisfactorily clean the apartment. If the apartment is not cleaned, a \$275.00 cleaning charge will be assessed among all apartment-mates.

**C2. TRASH** - Put all trash in tightly closed plastic bags and deposit them in the dumpsters provided. Do not put trash in hallways, balconies, patios or in stairwells. Do not put your trash in the trash cans in the courtyards or common areas. We do not provide door-to-door trash pick-up. You will be charged a \$30.00 service charge if you place any trash outside your Apartment or anywhere else on the property (other than inside the dumpsters).

**C3. BREEZEWAYS / STAIRWAYS-** In abiding with the Fire Code the common breezeways/stairways must not be obstructed or used for any purpose other than ingress (entering) and egress (leaving). No footwear, chairs, bikes, boxes, tires, recyclables, broken furniture, beach/surf items, trash bags or other items shall be left in the walkways or stairways. Personal items of any kind will be removed and disposed of at your risk and expense.

**C4. PETS** - You are not permitted to have pets of any kind. We will assess a fine of \$100.00 (which will include the required fumigation charge, if appropriate) if you violate this policy. If you are found with a pet, you must remove the pet within 24 hours. If you violate this pet policy more than once, there will be additional fines and other disciplinary action.

## AMENITIES

**A1. TANNING FACILITY— This section is intentionally left blank.**

**A2. COMMON AREA USE** - We will utilize the community's common areas for a variety of educational, recreational, and social programs. These rooms and areas are also available for your use (i.e., study groups, organization meetings, etc). For further information on utilization of these facilities, please contact our office and/or your Resident Assistant.

**A3. POSTING** - All signs and posters must be pre-approved by us before being posted. If approved, posters, signs, and other items can only be posted in designated areas.

**A4. PARKING AREAS & PERMITS** - All vehicles that you operate on the property must be registered at the office. All vehicles that have not been properly registered may be towed at the owner's expense. You may have one vehicle registered in your or your parent's name parked on-site at any time. Parking is by said permit decal only in specified areas. Loss of permit decal results in loss of parking privileges. Properly and permanently affixing decals to rear window is required to minimize chance of loss. Parking decals are nontransferable. Cars parked in unauthorized areas will be towed at owner's expense. Tenant agrees that the designated vehicle will be parked between the lines in such manner as to not encroach on any adjacent space or occupy more than one parking space at a time. Tenant specifically understands and agrees that he or she will not be permitted to perform mechanical repairs (i.e., oil changes) of any kind in any part of the Premises. Parking regulations are enforced 24 hours a day. Tenant specifically understands and agrees Additional parking regulations may be distributed at move-in for which you may be responsible.

· All vehicles must be properly registered and licensed as required by the law. Abandoned and inoperable vehicles are not permitted.

- You may not store items including but not limited to, commercial vehicles, boats, campers, trailers, recreational vehicles, or personal items such as furniture, lumber, tools, sporting equipment, etc. in stalls or in any parking area, even temporarily.
- With exception of minor emergency repairs to start the vehicle (i.e. replace/jump start battery, or change a flat tire), there shall be NO mechanical repairs, maintenance, body and fender, painting, sanding (hand or machine); and car washing of any vehicle while parked at the community. Grease or oil buildup is the responsibility of the resident to clean.
- Excessive use of horns and car stereos shall not be permitted. Racing car engines are not allowed.
- No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance or exit of other vehicles. Vehicles shall be entered in the parking stall (not on lines or protruding beyond the stall lines) so as not to obstruct the exit or entrance of other vehicles. Owners of vehicles constituting a hazard will be immediately requested to remove said vehicle from the property.
- GUEST stalls are not available, guest are to park off property.
- The loading zone area, if any exists, shall be used for loading and unloading only. The maximum time limit shall be no longer than 15 minutes.

Failure to comply with any of the Parking Rules and Regulations listed above may result in you or the owner's vehicle being towed and removed from the community at your expense. Any expenses for damages to the Property caused by any vehicle operated or owned by you or your guest, shall be paid for by the resident.

**MOTORCYCLES** - Motorcycles and all other motorized two or three-wheeled vehicles must be licensed for operation on public roadways. We may not allow you to use these types of vehicles on the property. However if we do so allow, the vehicle must be parked in parking space. All additional parking regulations listed above apply.

**BICYCLES** - Ride bicycles on the streets only. Do not chain bicycles to trees, fences or railings. Bikes should not be kept or stored on breezeways or in stairwells.

**A5. POOL & SPA** - This section is intentionally left blank.

**A6. Network Acceptable Use Policy-** Access to some **Community** network resources require that each user have a unique identity. A computer identity represents the user in various system activities, to provide access to software and data, and to associate the user's own software and data with the identity. As such, any computer identity is an instrument of identification, and its misuse constitutes forgery or misrepresentation and is subject to disciplinary action.

In particular:

- No **Community** network resource is to be used for any illegal or criminal purpose.
- Unauthorized attempts to gain root access or access to any account not belonging to the user on any **Community** network system are prohibited.
- Unauthorized access to restricted databases is prohibited.
- Any user who finds a possible security hole on any **Community** system is obliged to report it to the system administrators.

**Password sharing is prohibited. Users shall be held responsible for choosing safe passwords, ensuring file protections are set correctly, and for all use of accounts and user-ids assigned to them.**

### **Civility and liberty**

**Community** seek to protect the civil, personal, and property rights of those actually using its computing resources and seeks to protect the confidentiality of **Community** records stored on its computer systems. Conduct that involves use of computer resources to violate another's rights is subject to disciplinary action by **Community** .

We are committed to supporting the academic freedom of all members of the community; and we are committed to respecting the dignity of all members of our community.

There will be situations in which what one person understands to be free expression another person takes to be harassment, personal assault, or an assault on prevailing standards of decency. The Report of the Committee on Freedom of Expression at Yale University (January 8, 1975), states: Shock, hurt, and anger are not consequences to be weighed lightly. No member of a community with a decent respect for others should use, or encourage others to use, slurs and epithets intended to discredit another's race, ethnic group, religion, or sex. It may sometimes be necessary in a university for civility and mutual respect to be superseded by the need to guarantee free expression. The values superseded are nevertheless important, and every member of the university community should consider them in exercising the fundamental right to free expression.

We have considered the opposing argument that behavior that violates these social and ethical considerations should be made subject to formal sanctions, and the argument that such behavior entitles others to prevent speech they might regard as offensive. Our conviction that the central purpose of any university community, is to foster the free access of knowledge compels us to reject both of these arguments. They assert a right to prevent free expression. They rest upon the assumption that speech can be suppressed by anyone who deems it false or offensive. . . . They make the majority, or any willful minority, the arbiters of truth for all. If expression may be prevented, censored, or punished, because of its content or because of the motives attributed to those who promote it, then it is no longer free. It will be subordinated to other values that we believe to be of lower priority.

The conclusions that we draw, then, are these: even when some members of the university community fail to meet their social and ethical responsibilities, our paramount obligation is to protect their right to free expression. . . . If any university's overriding commitment to free expression is to be sustained, secondary social and ethical responsibilities must be left to the informal processes of suasion, example, and argument.

Just as nothing in the present policy is to be understood as excusing users of any computing facilities from compliance with federal or state law, nothing in this policy should be understood as withdrawing the University's affirmation of statements in faculty and student policy handbooks in support of academic and intellectual freedom.

None of this, though, denies that harassment on the basis of sex is a violation of Section 703 of Title VII of The Civil Rights Act of 1964 and is also prohibited under Title IX of the Education Amendments of 1972. Sexual Harassment is defined as (following Section 703 and the EEOC's 1980 Sex Discrimination Guidelines):

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical contact of a sexual nature constitutes sexual harassment when 1) submission to such conduct is made either explicitly or implicitly a term or a condition of an individual's employment or education or 2) submission to or rejection of such conduct is used as a basis for employment or academic decisions affecting that individual or 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or of creating an intimidating, hostile, or offensive educational or employment environment.

The mere fact of computer-mediation, by no means excuses contact that otherwise counts as sexual harassment under the reasonable person standard. Furthermore, users of public terminals or similar facilities should be aware of the public nature of shared facilities and should take care not to display images or play sounds that could create an atmosphere of harassment for others. Similar considerations apply to electronic mail exchanges.

The **Community** is not responsible for unofficial uses of computer resources. In particular, e-mail and personal Web pages often express private opinions that do not reflect **Community** positions.

## Property

Computing and information resources are made available to individuals to assist in the pursuit of educational and other academic goals. It is expected that users will cooperate with each other and respect the ownership of work and information even though it is in electronic--rather than more immediately tangible--form. Individuals and organizations will be held no less accountable for their actions in situations involving computers and information resources than they would be in dealing with other media. Rules prohibiting theft and vandalism apply to software and data as well as to physical equipment.

In particular:

- No computer system is to be used as a staging ground to crack other systems.
- No one shall alter or delete software, hardware, communications, or data belonging to someone else without authorization.
- Users may not browse, access, copy, or change private files without authorization. Users may not attempt to modify the computer system or software in any unauthorized manner.
- Use of the system for commercial purposes, either for-profit or not for profit, is strictly prohibited.
- Users ought to adhere to posted system policies, procedures, or protocols, such as time or storage limits, where those policies, procedures, or protocols are consistent with this policy. Refusal may constitute failure to comply as defined in the Community Policies.
- The use of invasive software, such as "worms" and "viruses" destructive to computer systems, is unethical and illegal.
- Copyrighted software must only be used in accordance with its license or purchase agreement. Users do not have the right to receive or use unauthorized copies of software, nor to make unauthorized copies for themselves or others.
- Attempting to damage or disrupt operation of computer equipment, data communications equipment, or data communications lines is prohibited.

Gratuitous consumption of system resources (disk space, CPU time, bandwidth) will not be tolerated.

*If you violate any of these Community Policies you are also breaching your lease. Such violation may, at our sole discretion, cause you to be disciplined, fined, and/or evicted. These Community Policies are part of your lease. All of your roommates in your Apartment/suite/loft must comply with these Community Policies as well. If at any time you have suggestions for improving the quality of life or desire assistance, please contact us.*