

Kieffer Development, LLC

933 W 3rd Street
Mt. Carmel, IL 62863

(p)618-262-5108
(f)618-263-3215

Apartment Lease – 12 months

Warrior Village – Manager Dean J. Kieffer

Term Beginning: _____ Security Deposit: \$550.00 Total Rent: \$ _____

Term Ending: _____ Amount Required to Move-In: \$ _____ Monthly Rent: \$ _____

Lessee: _____ Lessor: Kieffer Development, LLC

Lessee Address: _____ Name: Dean J. Kieffer

_____ Address: 933 W 3rd Street

_____ Mt. Carmel, IL 62863

Monthly rent due on or before the 1st of each month

Late fee of 10% will be applied if not received by the 5th of the month

Lessee Print Name: _____ Date Signed _____ Date of Birth _____ Lessor signature: _____

Lessee Signature _____

In consideration of the security deposit the mutual agreements and covenants set forth in the lease, handbook, contract, and application. Lessor hereby leases to lessee and lessee hereby leases from lessor for use solely for residential purposes, the apartment at warrior village, together with the fixtures and all accessories belonging thereto, for the above term. Lessee's duties and obligations to owner/Lessor include joint and several liability with all other persons entering into leases with owner/Lessor for the residential unit described herein during the term of the present lease or any subsequent lease entered into by lessee with owner/Lessor.

Handbook, Dated 2014-2015, Entitled Rules & Regulations, by this reference is incorporated herein and made a part of this lease. Read your lease carefully before signing.

Agreements and Covenants 1-33

Lessee has five business days to revoke this agreement. Any revocation, within those five business days must be in writing.

- 1. Use of leased premises:** Apartment shall be occupied solely for residential purposes by lessee, who shall consist of the person listed above. One guest at a time may occupy apartment for a total of three weeks for the duration of the lease. There is a maximum of 21 days that you are allowed an overnight guest, whether it is same person or different people. Guest cannot stay longer than one week at a time and must give notice to the Resident Assistant (RA). RA will

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have a form to fill out. Neither Lessee nor any guest shall perform nor permit any practice that may damage the reputation of or be disturbing to other Lessees, be illegal, or damage property.

2. **Assignment of Space:** It is the policy of Kieffer Development to provide equal opportunities (housing or otherwise) without regard to race, color, religion, sex, national origin, age, disability, status as a disabled veteran or a veteran of Vietnam era, or sexual orientation. Management reserves the right to change the assignment of a resident at any time, authorize or deny assignment and roommate changes, and to consolidate vacancies.
3. **Eligibility:** Associated with Wabash Valley College as a student, faculty member, other employee, or associated in another way that is approved by Management. No one else is permitted to reside in the apartment.
4. **Rents:** Lessee shall pay Lessor, in advance, the monthly rent set for above, each in the month occurring during the term of this lease, without set-off deduction or counterclaim whatsoever. Lessee shall pay the first installment of rent as printed above, concurrently with the receipt of the keys to and possession of the premises, or on the first day of the term lease, whichever is earlier. Rent is to be paid at Lessor's address indicated above, or such other place as Lessor designates. All concurrent rent is due on the first of the month.
5. **Late Fee:** The time of each and every payment of the rent installments are of the essence of this lease. There will be a 5-day grace period as indicated above. Late payment of rent shall result in a late charge of 10% of the monthly rent amount on the 6th day. Rents paid with a dishonored check shall result in the same late charges plus an additional \$35.00 charge for each dishonored check plus late fee, if applicable. If a check is returned for any reason, all concurrent payments must be made with cash, money order, or bank draft from that point on.
6. **Deposits & Fees:** Each Lessee is solely responsible for their own bedroom. All Lessees in one unit are jointly and separately responsible for the common areas of their unit. Lessee shall deposit with Lessor a security deposit in the amount set forth above for the performance by Lessee under this lease. Lessor shall have the right but not the obligation, to apply the security deposit in whole or as part as payment of such amounts as are reasonably necessary or remedy Lessee's defaults in the payment of rent or in the performance of the covenants or agreements contained herein. Lessor's right to possession of the apartment for non-payment of rent or any other reason shall not be affected by the fact that Lessor holds security. Lessee's liability is not limited to the amount of the security deposit. Lessor shall give Lessee written notice of the application of the security deposit or any part thereof within thirty (30) days of said application. Upon receipt of said notice, Lessee shall at once pay to Lessor, an amount sufficient to restore the security deposit in full. Upon termination of this lease, full payment of all amounts due and performance of Lessee covenants and agreements (including surrender of the apartment in accordance with this lease), the security deposit or any portion thereof remaining, unapplied, shall be returned to Lessee within thirty(30) days of said termination without interest. In the event of sale, lease, or other transfer of the building, Lessor may transfer or assign said security deposit to Lease Guarantor, lessee or assignee. Provided said guarantor, Lessee, or assignee by written undertaking addressed to Lessor, assume all Lessor's obligations hereunder. Lessee agrees to look to such grantee, lessee, or assignee solely for the return of said security deposit. The provisions hereof shall apply to each and every sale, lessee of other transfer of the building. Security deposit shall not be deemed or construed as advance payment of rent for any month of the lease term.

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7. **Keys:** Lessee acknowledges that upon termination of this lease or the vacation of the premises by Lessee, Lessee shall return all keys to the premises to Lessor to the office and that if lessee shall fail to do so within 3 business days, Lessor may deduct the sum of \$60.00 per key for the cost of replacing such and/or resetting door locks.
8. **Parking:** Lessor reserves the right to control the method, manner and time of parking in parking spaces in and around the premises; to designate what portions of the premises may be used by Lessee for parking; and to tow away and store, at Lessees' expense, any vehicle parked by Lessee in spaces not so authorized by Lessor. Lessor will deem towing necessary for the following conditions; cars not registered with lessor, parking in entryways, parking in handicapped space w/o handicap sticker, parking in no parking space. There are no parking spaces provided for guests in Warrior Village.
9. **Utilities: Lessor pays for water, sewer, basic cable TV, natural gas, electric, garbage, and Wi-Fi internet connection fees and monthly bills. Included in base rent.**
10. **Condition of Premises; Redelivery to Lessor:** Lessee has examined and knows condition of said premises, and has received the same in good order and repair, and will keep said premises as such. Lessee assumes the responsibility of providing the Lessor with a check-in sheet within 3 days of receiving keys for premises or lease beginning date, whichever comes earlier. In the event that any repair and / or replacement is necessitated by negligence or willful act of Lessee, his guests or invitees, Lessee shall on demand pay Lessor for the costs thereof. Lessee agrees to take reasonable and necessary precautions against freezing of water pipes and agrees that no rags, rubbish, or other articles will be allowed to enter the disposal or waste pipes and will pay for all damages / expenses occurring from such neglect. Upon termination of this lease in any way, Lessee agrees to remove all personal belongings in or on premises and agrees that any item(s) left will become the sole property of management including appliances, fixtures, walls, flooring, cabinets, doors, windows and any other property belonging to Lessor in a clean and orderly condition in accordance with Lessor's standards for new occupancy. Under no circumstance is lessee allowed to partially or fully paint the premises. If painting is deemed necessary by Lessor, it will be done by Lessor at lessee's expense. In the event that upon termination the premises are not in said condition of cleanliness and repair, Lessee agrees that Lessor shall perform all work required to restore the premises, such work to be done at Lessee's expense. Lessee is responsible for charges for cleaning and / or carpet cleaning charges. Costs incurred by such services will be deducted from the security deposit, if such deposit is not sufficient, then such costs shall be billed to lessee and Lessee shall pay said sum within thirty (30) days upon receipt of the statement thereof. **In the event Lessee's actions whether by negligence, accident or by intent on the part of Lessee result in damage to Lessor's property of any kind or nature, Lessee shall be held liable to Lessor for said damages.'**
11. **Use, Sublet, and Assignment:** No use, re-renting, subletting or other reassignment by Lessee is allowed without specific written permission by Lessor. Any Lessee wishing to sublease any portion of their lease must find a sub lessor that is of the same gender as tenants that are living at the premises. **Any Lessee who sublets any portion of the lease will forfeit their full security deposit amount and will pay any damages and / or rents due, in full, upon time of sublease.** Any Lessee who allows premises to be occupied in whole or part by any other person for any length of time not approved in writing by Lessor, will be automatically evicted and charged the remainder of the rents due on the lease, payable immediately upon demand. In addition,

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Lessee will be charged the per person rate for that unit, for each unauthorized person. Additional charges to begin from lease beginning date through the time of eviction. In such cases, security deposits will be forfeited. Please see check out procedures and cleaning. Any additional cleaning needed to be performed will come out of deposit.

- 12. Access & Repair:** Lessee will allow Lessor or Lessor's agent free access to the premises at all reasonable Hours to inspect, make repairs or alterations as Lessor may deem fit for the benefit of or related to any part of the building, and to exhibit the premises for rent. Lessee will allow Lessor to have placed upon the premises notice of "For Sale" and "For Rent" and will not interfere with same. At any time of day Lessor shall have access to said premises if any type of activity is suspected or reported to Lessor or Lessor's agent including: illegal drugs or illegal activity, disturbing the comfort of others, or appearance of impropriety of lease, handbook, contract rules and regulations.
- 13. Limitation of Liability:** Lessor shall not be liable for any damage to Lessee's property occurring from fire, calamity, plumbing, electrical, failure of appliances, natural gas or caused by snow, ice, water, arising from the acts or neglects of other co-tenants or occupants of the building, or any occupants of adjacent buildings, or caused by failure of wiring, lighting, heating, or cooling apparatus or damaged by theft or break-in. Lessee takes responsibility to cover personal belongings and property with renters' insurance policy and will not pursue Lessor for claims of any such loss or damage.
- 14. Right to Re-let:** If the Lessee abandons or vacates said premises, the same may be re-let by Lessor, for such rent and upon such terms as Lessor may see fit. The original Lessee has no rights or claims to the re-let. All monies collected from re-let is for owner. Original Lessee is still responsible for their lease.
- 15. Default of Lessee:** If default is made in payment of the above rent, or any part thereof, or in any of the covenants contained herein to be kept by the Lessee, Lessor may at any time thereafter, at his election, declare said term ended and re-enter the premises or any part thereof with or without notice or process of law, and remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent. Lessor shall have at all times, the right for payment for balance of Total rent due and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire or have an interest in as a security for payment of the rent herein reserved. In the event lease default of any kind, Lessee will pay to Lessor all Rents due as set forth in Total Rent.
- 16. No Rent Deduction or Set Off:** Lessee's covenant to pay rent is and shall be, independent of each and every other covenant of this lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.
- 17. Rent After Notice or Suit:** It is further agreed, by the parties hereto, that after the service of notice or commencement of a suit or after final judgment for possession of the premises, Lessor may receive and collect the balance of Total Rent due and the payment of said rent shall not waive or affect said notice, suit or judgment.
- 18. Payment of Costs:** Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that may occur from Lessor enforcing the covenants and agreements of this lease. In the event of collection, Lessor shall additionally be entitled to recovery of any fees paid for by the costs of collection, including but not limited to collection agency fees or contingencies as permitted by law, and lessees stipulate and agree that the costs of collection can range from

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35% to 50% of the amount placed in collection which the lessee agrees to be a reasonable amount for such collection.

- 19. Fire & Casualty:** In case the premises should be rendered untenable during the term of this lease by fire or other casualty, Lessor at his option may terminate the lease or repair the premises within sixty (60) days thereafter. If Lessor elects to repair, this lease shall remain in effect provided such repairs are completed within said time. If Lessor shall not have the premises repaired within said time, then at the end of such time, the terms hereby created shall terminate. If this lease is terminated due to fire or casualty here in specified, rent shall be apportioned and paid to the day of such fire or other casualty.
- 20. Subordination:** This lease is subordinate to all mortgages which may now or hereafter affect the real property of which premises form a part.
- 21. Pet Policy: NO PETS ARE ALLOWED**
- 22. Smoking Policy: No smoking within 15 feet of any door to building. No smoking inside the building, includes your living unit and bedroom. Violation of this rule is subject to \$100 fine and is reason for eviction. If violator is a guest, then the person who invited the violator is responsible for fine and is reason for eviction.**
- 23. Rules & Regulations:** Lessee hereby agrees that the handbook containing rules and regulations, relating to the use and occupancy of the premises by Lessee and by this reference, is made part, as though fully set forth herein, are reasonable and that new, revised, or different rules and regulations shall become additional terms of this lease. A copy of handbook is available online, contacting the RA, or Dean Kieffer. **Lessee acknowledges that he has read and understands the handbook.**
- 24. Guarantee/Guarantor:** Lessee acknowledges the requirement set forth by Lessor of obtaining a signed and notarized lease guarantee for each Lessee, properly completely by the parent, guardian or other legal representative. In lieu of a lease guarantee, Lessor will require a mandatory, additional refundable deposit of \$1100.00, for damages, charges, fees, fines, and / or rents dependent upon Lessor's requirements to fulfill the lease, due on or before term beginning date of lease.
- 25. Fines / Charges:** All fines, as outlined in this lease, contract, or handbook are payable upon receipt. Late charges are due in the month that they are incurred. If these become further past due a 10% penalty will be charged per month after due date.
- 26. Application:** The application for this lease and all representations and premises contained therein are hereby made a part of this lease. Lessee warrants that the information given by Lessee in the applications is true and correct. If such information is false, Lessor may, at Lessor's option, terminate the lease by giving Lessee not less than 30 days prior written notice, which shall be Lessor's sole remedy.
- 27. Cancellation of contract by Lessee:** No cancellations of contract by lessee allowed.
- 28. Cancellation of contract by Lessor:** Management may cancel this contract for any breach listed below. The lessee agrees to vacate the apartment and cease using all Housing facilities within a time to be specified by Management and will pay all charges, rent, and damages due immediately. Failure to vacate within the time specified will result in the door lock being changed on student's room and student's personal belongings being stored and /or disposed of in accordance with Management's procedures for handling of abandoned property. If judicial

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proceedings are required, the student agrees to pay for all Management's reasonable attorney fees and costs. There is a breach of contract if:

- A. Lessee is no longer associated with WVC as stated in section 3.
- B. Any charges remain unpaid for 30 days
- C. Lessee violates any Management's housing rules or Guidebook
- D. Lessee at any time before or during the term of contract provides false information
- E. Lessee fails to cancel the contract and fails to move into the apartment by start of school
- F. Behavior of lessee indicates life or health of another may be in danger. This is at Management's discretion, with immediate eviction.

A waiver by management of a breach or violation of any provision of this contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof. Management reserves the right to refuse to issue or to cancel a contract if resident has been or is convicted of a criminal offense other than a minor traffic violation.

29. Non – Liability: Management assumes no liability for following (**recommend buying renter's insurance**):

- A. Theft of any of the resident's personal property.
- B. The loss due to damage or personal injuries to resident or their personal property resulting from electrical wiring, plumbing, fire, heating, water, ice, snow, steam, sewage, gas lines, or any other damage.
- C. The loss due to damages and personal injury resulting from the negligence or any other *resident, resident's guest, or anyone else in the area.*

30. Extenuating Circumstances and Disputes:

- A. Resident may request relief from any of the above terms upon submitting a petition to management. Petitions are not accepted from anyone other than the resident.
- B. Management shall have the sole determination on the matter of such petitions. Petitions must be filed within one year of cancellation / check out.

31. Lessee agrees to keep the premises in a clean and orderly condition at all times and shall refrain from creating any condition that may be considered detrimental to the health or safety of the resident or others, and will report immediately a loss or damage to management. Any loss of, or damage to, property incurred by the resident will result in charges assessed by management.

32. The lessor, at their sole discretion, without notice to the lessee, may elect to waive any of the lessee's obligations to perform under the Agreement. Furthermore, should any provision of this Agreement be ruled unenforceable, it does not obviate the other terms and provisions of this agreement.

33. Agreements: By initialing, Lessee agrees to and conforms to the agreements and covenants within this lease.

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