

**STANDARD
LEASE AGREEMENT
CONTRACT DETAILS**



(The "Tenant")

____ / ____ / ____
Date

Last Name: _____ First Name: _____

Social Security #: ____ - ____ - ____ Driver's License #: _____ State: _____

Cell Phone #: _____ Date of Birth: ____ / ____ / ____

Leased Address: Ambassador Hall / Saluki Hall, 600 W. Freeman St., Room # _____ Carbondale, IL 62901, USA

and (The "Owner")

JKH Realty Services, LLC (d/b/a Ambassador Housing) (Referred to in this Lease as the "Owner", "Landlord" or "us," "we" or "our")

Start Date of Lease Term: ____ / ____ / ____ End Date of Lease Term: ____ / ____ / ____ Total Months: _____

	Your Monthly Base Rent	
+	Short-Term Monthly Premium	
=	Total Monthly Rent	
x	Total Months	
+	Non-Refundable Service Fee	
=	Contract Total	

Your Contract Total equals the Monthly Base Rent, plus Short-Term Monthly Premium, times the Total Months + Non-Refundable Service Fee

Security Deposit:

IN WITNESS WHEREOF, the undersigned Tenant and Guarantor have read, executed and agree to be bound by the terms of this Lease and Guaranty:

Tenant Signature

By: JKH Realty Services, LLC (d/b/a Ambassador Housing)

Tenant Printed Name

Authorized Signature

____ / ____ / ____
Date

____ / ____ / ____ : ____
Date Received Time Received

Guarantor Addendum New Lease Renewal/Transfer

Guarantor Name: _____ Relationship: _____

Street Address: _____ City/State/ZIP: _____

Phone: (____) ____ - ____ Social Security#: ____ - ____ - ____ Date of Birth: ____ / ____ / ____

Email Address: _____ Signature: _____

By signing above, I authorize the use of any credit reporting/screening agencies to verify credit. I understand that a credit check will appear on my credit report as an inquiry. Further, my signature authorizes the Landlord and credit reporting/screening agencies to later exchange credit information and access my credit report in the event of a default, for collection or skip tracing purposes. I understand that I shall remain responsible for all obligations of Tenant under the Lease throughout the original term, any renewal term or holdover or in the event Tenant's address changes during the original Lease term or any renewal thereafter.

Notary Witness

Sworn to and subscribed by me this ____ day of _____, 20____ by:

(Print Name of Guarantor)

Notary Signature

____ / ____ / ____
Commission Expiration Date

Employee Witness

Employee Signature

ID#

Form of ID

APARTMENT COMMUNITY: Ambassador Hall, 600 West Freeman Street and Saluki Hall, 716 South University, Carbondale, IL 62901, the "Community."

LEASED PREMISES: This Lease entitles you to exclusively occupy one furnished Apartment (referred to herein as your "Apartment") Ambassador Hall/Saluki Hall, Room # _____, and together with the other residents of the Apartment, if any, you have the joint right to use the common areas of the Apartment, which are composed of those areas within the Apartment to which you have access, including the bathroom, closet and kitchen (where applicable), within the Apartment (the "Common Areas"). Your Apartment and the Common Areas are referred to collectively in this Lease as the "Apartment." In addition, you have the right to nonexclusive use of those areas of the Community to which all residents have general access.

- 1. LEASE TERM.** The Lease begins on the Start Date, and terminates at 12:00 NOON on the End Date (the "Lease Term"). You are liable under the terms of this Lease for the full Lease Term. You shall not be released from your liability under this Lease due to school withdrawal or transfer, Assignment of Lease, business transfer, loss of job, marriage, divorce, loss of any of the residents in the Apartment, bad health, or for any other reason, except for involuntary military service. You may not occupy your Apartment until the Lease and any required guaranty or other documents have been completely executed and delivered to us. If we determine, in our sole discretion, that your Apartment is not available for occupancy on the Start Date of the Lease Term, you are excused from paying Rent under the Lease for that period of time from the Start Date of the Lease Term until your Apartment is available for your occupancy. Thereafter, if your Apartment cannot be occupied, we will proceed as described in Paragraph 12 of this Lease. Under no circumstances will we be liable to you for any damages, of any kind, caused by or related to the failure of your Apartment to be ready for occupancy on the Start Date of the Lease Term or at any time thereafter.
- 2. DESCRIPTION.** This Lease is between Tenant and Landlord. We agree to lease to you and you agree to lease from us, the following:
 - a. Your sole use of your Apartment;
 - b. Together with the other residents of the Apartment, if any, your joint use of the Common Areas;
 - c. Together with the other residents of the Community, your joint use of those areas of the Community to which all residents have general access;
 - d. Your sole use of the furniture within your Apartment and your joint use of all appliances and furniture within the Common Areas of the Apartment; and
 - e. Your joint use of the mail box that is assigned to you by us (the "Mail Box"). If the Postmaster serving the Community has instituted or begins during the Lease "single drop delivery," your mail will be placed in the Mail Box, but we assume no liability for loss or delays in delivery and/or failure of delivery.
- 3. RENT AND ADDITIONAL CHARGES.** With the exception of the first installment, you will pay us the "Rent Installment," which is composed of the Base Rent and other incidental charges, on or before the 1st day of each month, without any demand from us for payment. The Rent Installment is payable at the business office (or such other place of which you are notified in writing). Except as provided by law, you have no right to withhold Rent for any purpose, even an Act of God, or to reduce or offset Rent payable under the Lease by any of your costs or damages against us. If your Rent is not paid by MIDNIGHT on the first (1st) day of the month your Rent is late and you will be charged **\$40.00** in addition to your Rent. In addition, beginning with the second (2nd) day after the due date for payment of a Rent Installment, you will be charged an additional late charge of **\$5.00** per day for each additional day that the Rent Installment or any part of it remains unpaid. Post-dated checks will not be accepted. If you choose to make an electronic payment transaction fees may apply.
- 4. APPLICATION OF PAYMENTS.** Payments under the Lease shall be applied to your account in the following manner: first to satisfy unpaid late charges, dishonored check service charges (commonly referred to as "NSF" charges), interest, and other fees owed by you; second to maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to deposits or portions thereof due from you; and fifth to Rent.

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- 5. SECURITY DEPOSIT.** All premises shall be covered with a full Security Deposit at all times. Landlord is allowed a thirty (30) day period in which to return the deposit. The Security Deposit will be refunded in full if Tenant satisfies the CHECK-IN / CHECK-OUT requirements, and if premises are left in a clean, ready condition, which includes defrosting of the refrigerator and freezer, and if premises are returned in undamaged condition (no alterations to premises to be made without Landlord's prior written consent) and no furnishings have been damaged. The deposit also covers damage for outside the premises and the common areas, caused by Tenant. Landlord reserves the right to retain all or part of the deposit if these conditions have not been satisfied. There will be a **\$50.00** charge for each electronic door key that is not returned upon move out. The Security Deposit will be forfeited in full for the following reasons:
- a. Termination of the lease prior to the expiration date, **FOR ANY REASON.**
 - b. Damages equal to or greater than Security Deposit.
 - c. A combination of violations equal to the full amount of the deposit.
 - d. Failure to take possession of said premises.
 - e. Improper or unlawful use of the premises or allowing improper or unlawful acts therein.

Any Security Deposit refund will be sent via US Postal Service within thirty (30) days of checkout via check made payable to tenant. Other arrangements can be accommodated and any additional fees incurred by Landlord will be borne by Tenant and deducted from the Security Deposit refund.

The forfeiture of the Security Deposit is not the exclusive remedy for recovery of damages to the premises caused by or other misconduct of the Tenant. The Landlord reserves the right to seek additional lawful remedies for recovery of damages to the premises caused by the Tenant which exceed the Security Deposit.

- 6. UTILITIES.** We will furnish the following utilities (through independent third party providers) if marked (X): electricity, gas, water, sewer, garbage removal, and internet. All utilities may be used only for normal household purposes and must not be wasted. You must comply with all the rules and regulations of the internet service provider. We will not be liable for any interruptions, surges or failure of utility services in the Apartment or any damages directly or indirectly caused by the interruption, surge or failure. We are not liable for any damages and are not required to take any action if your service is interrupted or discontinued as a result of your negligence in the use of any of the rules or regulations of the utilities provided you.
- 7. RELOCATION.** For purposes of operating efficiency, we reserve the right, in our sole discretion, upon five (5) days advance written notice to relocate you to another Apartment unit in the Community. In the event of an emergency, as determined by us, we may relocate you upon less than five (5) days notice. The fact that you and the other residents of the Apartment may be in conflict with each other will not be grounds to terminate the Lease. We are not liable if another resident in the Apartment was untruthful on any written documentation. If you request to be relocated and we are able to accommodate your request, a fee of **\$200.00** will be required to be paid in advance of any relocation. Our consent to one or more relocations will not be a waiver of any rights of consent to any future relocation.
- 8. NON-REFUNDABLE SERVICE FEE.** In addition to the Rent you agree to pay a one-time, non-refundable service fee of \$_____ which is required for the use of facilities and service-related functions associated with this Lease (the "Service Fee"). This fee does not release you from the obligation of leaving your Apartment in a good and clean condition, reasonable use and wear excepted. The Service Fee is non-refundable and becomes our property whether or not you take possession of your Apartment.
- 9. FURNISHINGS.** You assume full responsibility for items furnished by us and agree to return them to us at the expiration of the Lease Term in as good condition as when you received them, reasonable wear and tear excepted. You will be responsible for returning all furniture to its original position prior to vacating your Apartment. You will not remove our furniture, fixtures, and/or furnishings from the Apartment for any purpose. You shall be responsible for all loss, breakage or other damage to furnished items.
- 10. RIGHT OF ENTRY.** We have the right, as do our agents, to enter the Apartment at all reasonable times (or at any time in the event of an emergency), without notice to you and without your consent, to inspect, remodel, repair, maintain and protect the Apartment as we see fit, in our sole discretion. Further, we have the right to enter the Apartment at all reasonable times to show the Apartment to prospective tenants, purchasers or representatives of insurance or lending institutions. You may not change any locks or add any additional locking devices.

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11. HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT. You agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. Furthermore, we shall not be liable for any damage or injury to you, your guests or your personal property or to any person entering the Apartment or the Community, for injury to person or property arising from theft, vandalism or casualty occurring in the Apartment or the Community. You agree to indemnify and hold us harmless from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause, unless the injury is due to our negligent or intentional conduct. You have the responsibility to protect yourself and to maintain appropriate insurance to protect you and your belongings. It is a fact that no security system, including video cameras, controlled access doors, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. We do not monitor any security video cameras or other photographic surveillance that may be installed at the community. As to any and all security measures taken at the Community, you may not rely on for your personal safety upon any measures we may take to secure the buildings. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Further, repairs to such devices cannot always be completed immediately. Therefore, you should always proceed on the assumption no security systems exist. You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Apartment and Community and/or any security system at the Community. We have not in any way stated or implied to you that the security of person or property is provided, promised or guaranteed or that the Community was or will be free from crime.

12. DAMAGE OR DESTRUCTION OF PREMISES. If, in our opinion, your Apartment should become unavailable or unlivable during the Lease Term because of damage or destruction by fire or other casualty, we shall have the right to terminate this Lease, or move you to similar accommodations within the Community and repair and restore your Apartment. In the event of such damage or destruction to your Apartment your obligations to pay Rent will be waived only if we terminate this Lease, or do not furnish you with an Apartment within the Community or reasonably similar accommodation.

13. DEFAULT. You are in violation of this Lease if:

- a. You fail to pay Rent or any other amount owed as directed by this Lease;
- b. You or your guest violates this Lease or any addendum thereto, the Rules and Regulations, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- c. You fail to move into your Apartment after completion of all required documentation, or if you abandon or apparently abandon your Apartment (that is, it appears that you have moved out before the end of the Lease Term because clothes and personal belongings have been substantially moved out of your Apartment);
- d. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
- e. 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 or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and/or any unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time and/or deferred adjudication;
- f. Any illegal drugs or illegal drug paraphernalia are found in your Apartment (whether or not we can establish possession);
- g. You fail to pay any charge within 10 days after it is levied in accordance with this Lease;
- h. Your inability or refusal to adjust to the concept and requirements of living in a multi-resident apartment environment as evidenced by repeated complaints about you made by the other residents or the staff in the Community;
- i. You keep any explosive, flammable, or any hazardous substance or device, or any article or thing of a dangerous nature, including, without limitation, weapons of any and all kinds (guns of any sort, including BB guns and pellet guns, which are defined as weapons for the terms of this Lease), in your Apartment or anywhere on the property;

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- j. **You keep any handgun, firearm, air gun (to include, but not limited to, pellet guns, BB guns, air rifles, etc.,) or weapon of any type, in your Apartment or anywhere on the property;**
1. If the weapon is discharged or used in any threatening manner, either inside the building or on the property the Lease will be terminated, eviction proceedings will be initiated, a fine of **\$5,000.00** will be levied and notification of the incident will be given to local, state and national authorities and the Southern Illinois University (SIU) Campus Police, any of which could result in criminal prosecution. Notice will also be given to your guarantor and/or sponsor.
 2. For other violations you will be issued a warning letter of the first infraction, both via email and written notice to be acknowledged by you by return read receipt or signature on the notice to immediately remove the weapon from the property. Additionally, local, state and national authorities, SIU Campus Police, your guarantor and/or sponsor will be notified of the infraction.
 3. A second infraction will result in notification of immediate Lease termination, a **\$1,000.00** fine and notification of the infraction to local, state and national authorities and SIU Campus Police, any of which could result in criminal prosecution. Notice will also be given to your guarantor and/or sponsor; or
- k. You disparage or defame us to any third person.

14. REMEDIES. If you are in violation of this Lease, we can, without demand or notice (other than the notice that is provided in this paragraph) and in addition to other remedies allowed by law:

- a. Collect any charge imposed by the Lease;
- b. Sue to collect past due Rent and any other damages incurred because of your violation of the Lease;
- c. Terminate the Lease and your right to occupy your Apartment and institute an action for eviction;
- d. Terminate your right to occupy your Apartment and institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Apartment;
- e. Sue to collect all unpaid Rent and other sums which would become due until the End Date of the Lease;
- f. Report all violations to credit reporting agencies; or
- g. Any combination of the above.

The exercise of any remedy by us should not be taken to exclude or waive the right to exercise any other right or remedy which we might have. Even if we accept Rent or other sums due from you after you are given a Notice to Vacate your Apartment or an eviction suit is filed against you, such acceptance of Rent does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.

15. RULES AND REGULATIONS. You agree to comply with all Rules and Regulations attached to this Lease, as such Rules and Regulations may be amended from time to time by us ("Rules and Regulations"). These Rules and Regulations are incorporated into this Lease and are a part of the Lease just as if they were written on this page. Any reasonable alterations, additions, and modifications to such Rules and Regulations that we may make from time to time shall likewise be considered a part of this Lease with the same force and effect as though written herein.

16. CONDITIONS OF PREMISES. An Apartment Condition Form will be provided to you at the time that you move into the Apartment. Within 48 hours after you move-in, you are required to return the Apartment Condition Form and notify us in writing of any defects or damages in your Apartment not noted during check-in; otherwise, your Apartment, and the fixtures, appliances and furniture in your Apartment will be considered to be in a clean and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT YOUR APARTMENT, FIXTURES, APPLIANCES AND FURNITURE IN YOUR APARTMENT IN "AS-IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THE WARRANTY OF HABITABILITY) WITH REGARD TO YOUR APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR APARTMENT. You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's in violation of this Lease or the negligent or careless use of your Apartment or any part of the Community including, without limitation, to damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom

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used by you, damages to furniture, appliances, doors, windows or screens, damage from windows or doors being 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 did it). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within 10 days after we send you an invoice. Excepting only ordinary wear and tear from normal usage, you will be solely responsible to us for damages to your Apartment and the furnishings provided in the Apartment. In addition, you will be jointly and severally liable for all damages to other shared areas of the Apartment and any furnishings provided in those shared areas. Tenant is prohibited from making repairs or ordering repairs from outside third parties. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests to any of the Community amenities and any of the furnishings, systems or components located in or on the Community. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Your obligations to pay the charges described in this paragraph will continue after the End Date of this Lease.

- 17. RIGHT OF REFUSAL.** Until we have executed this Lease, we shall have the right to refuse to lease your Apartment to you for any reason whatsoever; provided, however, such refusal shall not be based on your race, religion, sex, color, familial status, handicap or national origin. In the event of a refusal, you shall be refunded, if applicable, any prepaid Rent.
- 18. TERMINATION.** No termination of this Lease prior to the End Date of the Lease Term will affect our right to collect the total amount of the Rent. You will not move out of your Apartment or exercise any right of termination arising out of any breach by us of any provision of this Lease due to the condition or state of repair of your Apartment, and you waive any right, statutory or otherwise, to do so. No surrender of your Apartment by delivery of keys or otherwise will terminate this Lease unless and until expressly accepted in writing by us.
- 19. YOUR DUTIES UPON TERMINATION.** When you leave, whether at or prior to the expiration of the Lease Term, your Apartment, including but not limited to the carpets, walls, windows, bathroom(s), kitchen, appliances and furniture in the Apartment, must be clean and in good repair and condition. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff at least three (3) days prior to the expiration of the Lease Term. If you leave any of your property in your Apartment after you leave or after the end of the Lease Term, that property is considered to be abandoned by you and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to us of any kind. Your proportionate share of reasonable charges for cleaning, repair or replacement will be determined in the same manner as the determination of your share of damages as stated in Paragraph 16 above. You will furnish us in writing a forwarding address where you can be reached.
- 20. CONSENT TO JURISDICTION.** This Lease has been entered into in the COUNTY AND STATE OF Jackson County in the State of Illinois. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within Jackson County in the State of Illinois.
- 21. GOVERNING LAW.** This Lease is governed by and construed according to the laws of the STATE OF ILLINOIS WHERE THE COMMUNITY IS LOCATED. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.
- 22. SEVERABILITY.** The invalidity of any provision in this Lease or of its application to any person or circumstance as determined by any government agency or court shall not affect the validity of any other provision hereof and all other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- 23. ATTORNEYS' FEES.** If legal action is required to enforce this Lease against you, and the court or other legal body rules in favor of us, you are liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action.

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- 24. ENTIRE AGREEMENT.** It is understood and agreed that this Lease contains the entire agreement between you and us, there are no representations, agreements, or promises, oral or written, not contained in writing in this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made to you by us or any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have 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.
- 25. GENDER AND PRONOUNS.** Words used in this Lease in the masculine gender include the feminine and neuter. Any reference to "we," "us" or "our" shall mean the Owner. Any reference to "you" shall mean the undersigned resident of the leased Apartment and the Guarantor, where applicable.
- 26. HEADINGS.** The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.
- 27. ASSIGNMENT OF LEASE (SUBLEASE).** This Lease permits you, and only you, to live in your Apartment and to use the Common Areas of the Apartment Community. You may occupy your Apartment as your private residence and for no other purpose. While you cannot lease any part of your Apartment to another person, you may be able to assign 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. We are not responsible for finding a person to whom you can assign the Lease and we are not obligated to assist you in finding a potential assignee or to fill your Apartment before filling other Apartments in the Community. It is your sole responsibility to find a person to whom you can assign this Lease. Even if you do assign this Lease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A **\$200.00** assignment fee must be paid by you prior to the assignment and the new resident must take possession of your Apartment before the assignment will be considered complete.
- 28. TIME IS OF THE ESSENCE.** Timing is very important in the performance of all matters under this Lease. All of the times, time periods and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.
- 29. SUBORDINATION AND RIGHT TO ENCUMBER.** The lien of any lender(s) of the Community will be superior to your rights under this Lease. Therefore, if we violate any loan that we may have in relation to the Community and a lender takes over ownership of the Community, the lender can terminate this Lease or the lender may elect to continue the Lease. Your rights under this Lease are therefore subject to the rights of the Community's lender(s). If any of the Community's lenders takes over ownership of the Community, you agree that you will then be Tenant of that lender and will accept and recognize any such lender as the "Owner" under this Lease, and in such case, every reference to "Owner" in this Lease shall apply with equal force to the lender.
- 30. SALES.** Any sale of the Community will not affect this Lease or any of your obligations, all of which shall remain in effect; but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Community will be responsible for the performance of the duties of "Owner" from and after the date of such sale.
- 31. WAIVER.** Our failure to enforce any term or condition of this Lease will not be considered a waiver or relinquishment of any right or remedy that we may have and will not be considered a waiver of any future breach of such term or condition.
- 32. HOLDING OVER.** If you still occupy your Apartment past the End Date of the Lease Term or the date on which you are notified to vacate your Apartment, then you will be required to pay a holdover rent per diem in the amount of 1/30th of the then prevailing monthly rate for a one (1) semester term for each additional day you occupy your Apartment, along with all other amounts that you owe. No such holding over shall constitute any form of tenancy, but will be considered unlawful possession, and we may exercise any right or remedy available under this Lease or the law to recover possession of your Apartment and damages from you.

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- 33. NOTICES.** All notices and demands by you to us should be delivered in writing to the location where Rent is paid and will only be considered delivered upon actual receipt by us. All notices and demands by us to you may be sent by mail to you or by personal delivery to you by posting the notice or demand on the front door of the Apartment. When the notice applies to more than one resident of the Apartment, such notice shall be conclusively deemed to have been given to all residents when such notice is given to any one of the residents.
- 34. PARKING.** A limited number of parking permits will be available in the Community on a first come, first served basis. We shall not be liable under any circumstances for any damage or loss to your motor vehicle or its contents. You are advised to obtain appropriate vehicular/personal property insurance coverage.
- 35. PHOTOGRAPHIC/VIDEO RELEASE.** You give your permission to us to use any photograph or photographic image including video or video stills taken of you while you are in any public spaces, grounds, offices of Ambassador Housing or any Community sponsored events in the Community or otherwise. You understand that your photograph or photographic image will be used for nothing other than legitimate business purposes. You hereby grant Ambassador Housing, JKH Realty Services, LLC and assigns, those acting with its authority and permission, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and use, re-use, publish, and re-publish photographic or video portraits or pictures of you or in which you may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with your own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby waive any right that you may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. You hereby release, discharge, and agree to hold harmless Ambassador Housing, JKH Realty Services, LLC and assigns, and all persons acting under its permission or authority from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in taking said picture or in any subsequent processing thereof, as well as any publication forever discharge Ambassador Housing, JKH Realty Services, LLC, its officers, employees, attorneys, representatives, insurers and assigns from any and all demands, cause of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, accounts receivable, credit, refunds, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, the use of your photograph or photographic image. This release contains the entire agreement on this subject matter between the parties and will be binding upon and inure to the benefit of the successors and assigns of the undersigned.
- 36. MOISTURE, MILDEW AND MOLD NOTIFICATION.** It is the goal of the Landlord to maintain the highest quality living environment for the Tenant. The Landlord has inspected the Apartment prior to move-in and knows of no damp or wet building materials, and knows of no mold or mildew contamination. New Tenant is hereby notified that mold, however, can grow if the Apartment is not properly maintained or ventilated. If moisture is allowed to accumulate in the Apartment, it can cause mildew and mold to grow. It is important that Tenant regularly allow air to circulate in the Apartment. It is also important that the Tenant keeps the interior of the Apartment clean and that Tenant promptly notify Landlord of any leaks, moisture problems, and/or mold growth.
- Tenant agrees to maintain the Apartment in a manner that prevents the occurrence of mold or mildew in the Apartment.
 - Tenant agrees to uphold this responsibility, in part, by complying with the following list of responsibilities:
 - Tenant agrees to keep the Apartment dry. Excessive moisture buildup can result in the growth of mold.
 - Tenant agrees to immediately report to Landlord any water intrusion, such as plumbing leaks.
 - Tenant agrees to report to Landlord any significant mold growth on surfaces inside the Apartment.
 - Tenant agrees to allow the Landlord to enter the Apartment to inspect and make any necessary repairs.
 - Tenant agrees to indemnify and hold harmless the Landlord from any actions, claims, losses, damages and expenses, including but not limited to, attorney's fees that Landlord may sustain or incur as a result of negligence of Tenant.
 - Tenant agrees that his/her failure to adhere to these Terms and Conditions shall constitute a material breach of the

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Management Initials: _____

Lease for which the Landlord may invoke the provisions of paragraphs 12 and 13 above.

37. INTERNET. Tenant acknowledges that, if a network is provided, that the network is a shared network. The Provider, Landlord or Manager does not edit, censor, review or take responsibility for any information Tenant or Tenant's guest may create, place or view on the internet. Tenant may not use the shared network to engage in any criminal/illegal/unauthorized activity. Such a violation constitutes a default of Tenant under the Lease. Tenant shall not attempt to degrade the performance of the network or hamper the ability of others to use the network. Manager is not responsible for outages due to natural causes or third party damages. Tenant also agrees not to engage in any activity that requires or utilizes large portions of the bandwidth allocated to the facility, or would cause less than generally acceptable usage speeds for others. Excessive data transfer (i.e., peer-to-peer, bit torrent, etc.,) that may interfere with the experiences of other users of the network. Landlord, Agent and Provider may limit Tenant's bandwidth utilization from time-to-time, if Landlord, in its sole discretion, determines such utilization is excessive.

38. ADDITIONAL DOCUMENTS: The following documents are attached and made a part of this Lease:

- A. Resident Handbook;
- B. Apartment Condition Form; and
- C. _____

39. AFFIRMATION. Tenant affirms that they have read, understand and will comply with the covenants and conditions of this Lease.

Tenant Initials: _____

Management Initials: _____

PARENTAL OR SPONSOR GUARANTY

Date Due By: ___ / ___ / ___

In consideration for, and as an inducement to us in making the foregoing Lease, and for other good and valuable consideration, the receipt and sufficiency of which you understand, Guarantor guarantees absolutely and unconditionally, jointly and severally, to us the full performance and observance of all the agreements and conditions and of any amended, revised or continued lease, to be performed and observed by you, including, but not limited to, the payment of Rent and other amounts payable by you to us, and expressly waives demand, notice of protest, and notice of any changes, renewals, modifications, or default by you. Guarantor waives each and every notice to which Guarantor might be entitled to under the Lease, or otherwise, including, without limitation, notice of any breach or default by you. This is a guaranty of payment and not of collection and Guarantor's liability is primary and not secondary. This Guaranty shall apply to the term granted by the Lease, any extension or renewal thereof and to any holdover term following the term granted by the Lease or any extension or renewal thereof. As used in this Guaranty, the term "You" shall also include (i) any party or parties named or defined as such in the Lease, (ii) any and all successors, assigns, and (iii) all other persons and entities claiming by, through or under you. When the term "Guarantor" includes more than one person, each such person shall be jointly and severally liable for all of the obligations of Guarantor under this Guaranty. Each such person waives any right to require us to enforce this Guaranty against any other person(s). The liability of each person under this Guaranty shall continue in full force and effect notwithstanding the death, incapacity, disability or bankruptcy of any other person(s) or the release or discharge (whether by agreement, operation of law, or otherwise) of any other person(s). Each person signing this Guaranty waives any rights that he/she might otherwise have under any law of the State of Illinois or corresponding future statute or rule of law by reason of any release of fewer than all persons that signed this Guaranty. If we institute any legal proceedings against Guarantor to enforce this Guaranty and prevail in such action, Guarantor shall be liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action. Guarantor consents to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within Jackson County in the State of Illinois. The undersigned authorizes a credit and/or criminal screening report to be processed and verification of information provided below.

Tenant Initials: _____

Management Initials: _____

AMBASSADOR HOUSING - RULES AND REGULATIONS

This document is incorporated by reference into the Lease Agreement between you and us. You agree to these "Rules and Regulations" for the purpose of preserving the well-being and convenience of tenants of Ambassador Housing, for the purpose of making a fair distribution of services and facilities for all tenants and for the purpose of preserving our property from abusive treatment. A violation of these Rules and Regulations may be deemed a default by you, and may result in termination of the Lease Agreement. Additional rules and regulations can be found in the Resident Handbook. Complaints for violations of these Rules and Regulations will be addressed in accordance with the following procedure:

First: If there is a complaint we will investigate and, if we conclude that the complaint is of merit, we will issue a written warning to you outlining the violation.

Second: If there is a second complaint we will investigate and, if we find that the complaint is of merit, you will be assessed a fine, commensurate with the offense, which you must pay immediately.

Third: If there is a third complaint we will investigate and, if we conclude that the complaint is of merit, you will be assessed an additional fine, commensurate with the offense, which you must pay immediately. Your Guarantor may be notified, and we may, but are not obligated to, terminate your Lease.

1. Solicitation, canvassing and/or posting of notices of any kind without our prior written consent is not permitted in the Community. You are required to obtain permission from us for any such activity.
2. You will not use any part of the Community for any commercial business or purpose. You will use and occupy your Apartment and the Community in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.
3. You will not erect any exterior wires, aerials, signs, satellite dishes, etc., in your Apartment or anywhere in the Community. Room entrance doors, ceilings, windows, drapery rods and trim should remain free of nails. All decorations should be of a temporary nature and not permanently deface or damage your Apartment. No posters, sheets, parachutes, fishnets, stickers or materials of any kind are allowed on ceilings or in the windows. Adhesive materials may not be attached to any surface of the Apartment.
4. Pets are not permitted in or about the Apartment, except for animals assisting disabled or handicapped persons. If a pet is found in the Apartment, the following will apply:

First: A written warning will be issued to you specifying the complaint and a **\$100.00** charge will be assessed against you. The pet must be removed from the Property immediately. You will also be responsible for cleaning and/or replacement of carpet or fixtures due to any damage by the pet(s) and for charges incurred for pest control treatment.

Second: Upon a second violation, a **\$200.00** charge will be assessed against you, and we may declare the Lease Agreement to be in default.

5. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously and you must proceed according to the instructions posted in and about the Community. The intentional sounding of an alarm, or tampering with any other safety equipment, outside of an emergency situation, will be considered a criminal offense and the person or persons responsible will be treated accordingly. There is a **\$100.00** per occurrence fee for falsely setting off the Central Fire Alarm System.

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6. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved.
7. Live decorations such as trees/wreaths, plants, etc., are prohibited.
8. Hot plates, candles, halogen lamps, incense, space heaters, cooking grills, lighter fluid, or anything with an open heating element or flame, or any device designated by the local Fire Department as illegal are not allowed within the Apartment. Grills are provided by Landlord and permitted only in designated outside areas.
9. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules and Regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Open containers of alcohol are not permitted in the hallways or other public areas of the Community and are restricted to the Tenant's Apartment only. Common source alcoholic containers in excess of three (3) gallons are prohibited and the sale of alcohol is prohibited. We reserve the right to confiscate any alcohol that is present in the Community in a manner that violates these Rules and Regulations and/or local and federal laws.
10. Due to the multi-tenant and residential nature of the Community, offensive or disruptive noises or odors of any kind are prohibited in the Community. You and your guests should, at all times, maintain order in the Apartment and in all of your and their conduct in the Community. Loud, offensive or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep or enjoyment of other residents and their guests in the Community (including unreasonable uses of televisions, radios, guitars, pianos, keyboards, stereo systems and computers) are not permitted in the Community. Band instruments of any kind may not be played in the Community without our prior written consent. The City of Carbondale has a 10:00pm noise ordinance that will be enforced.
11. **Smoking is not permitted at any time inside the Building.** Smoking shall only be permitted in such areas as Landlord may from time to time designate. Landlord shall have the right, but not the obligation, to designate certain areas outside the Building as "Designated Smoking Areas." Landlord shall have the right to change and or limit such Designated Smoking Areas and to enact future rules and regulations concerning smoking in such Designated Smoking Areas, including the right, in Landlord's discretion, to prohibit smoking in the Designated Smoking Areas or the right to refuse to designate Designated Smoking Areas. Tenant shall properly dispose of any and all trash from smoking in the Designated Smoking Areas. Tenant agrees to comply in all respects with Landlord's prohibition and regulation of smoking and to enforce compliance against its guests and invitees. Any violation of this provision shall be a default under this Lease and in addition and without limiting Landlord's rights and remedies in consequence of such default, entitle Landlord to assess a monetary fine against Tenant for each violation of this rule in the amount of **\$200.00**. For purposes hereof, "smoking" means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, hookah or other smoking equipment or device in any manner or form. All cigarette butts must be disposed in the waste containers provided.
12. Parking is by permit decal and only in specified areas. A charge of **\$25.00** applies for replacement of lost permits. Parking decals are nontransferable. Cars parked in unauthorized areas will be towed at the vehicle owner's expense. Permits must be visible and displayed in the designated area. Vehicles, including bikes and motorcycles, must be kept in operating repair and must have current license plates, if required by law. We may, at our discretion, remove any non-operating vehicles (including those with flat tires), and charge the expense to you.
13. Keys and key cards belong to us and must be returned to us by the end of the Lease Term. Charges of **\$50.00** per key will be made for each key lost or not returned. Locks are changed at a cost of **\$50.00** per lock, where keyed locks apply. A **\$25.00** fee will be assessed for lock-outs.

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14. You must comply with posted Rules and Regulations.
15. A returned check charge of **\$30.00** will be assessed for any check returned unpaid (“NSF”).
16. No furniture/appliance is to be removed from public areas or from the Apartment.
17. The trash dumpster is located in the parking lot and is for household trash only. No furniture, boxes, or construction debris is permitted. This container is provided for your convenience. Take your trash to the dumpster. Kitchen garbage/trash containers are not to be used for your room trash.
18. No trash or garbage accumulation is allowed in or around the Apartment. Discarded trash, garbage, and household personal items(s) are not allowed in hallways, common areas, or anywhere in the Community. These items must be placed in the trash containers provided in the Community. It is your responsibility to properly dispose of these items. If we must remove any discarded items or personal property at any time, the total cost will be charged back to you. We may inspect the premises at any time and assess fines up to **\$50.00** for each item that we must remove.
19. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations to the Apartment without our prior written consent.
20. As a convenience, we may accept mail/UPS/FedEx Packages on your behalf, however, we will not be held responsible for accepting the packages in the event of theft, damage, or other loss. You must show your valid picture ID to retrieve your package.
21. Subject to our right to remove it at any time, we are providing controlled access, magnetically locked doors (the “Keycard System”) in an attempt to control access to the Community – it is not provided for your security. If we remove the Keycard System we will not be in violation of any warranty or promise. Any benefit that you may receive from the Keycard System is only incidental to the existence of the Keycard System. The Keycard System is not a guarantee of your personal safety or security, nor is it a guarantee against criminal activity. You have been provided instructions regarding the use of the Keycard System. You agree that your actions won’t impair the use or function of the Keycard System. The Keycard System is a mechanical device and can be rendered inoperative at any time. There will inevitably be breakdowns or circumvention of anything mechanical or electronic in nature. You agree that our installation of the Keycard System is not a voluntary undertaking or agreement by us to provide security to you or your guests. We do not represent that the presence of the Keycard System increases your personal safety. We are not and will not become liable to you, your family or your guests for any injury, damage or loss which is caused as a result of any problem, defect, on behalf of yourself, your family or guests, you will not make demand upon or file suit against us and you hereby release us, or any of our agents, incidental to the installation, operation, repair or replacement or use of the Keycard System.
22. Tenant shall keep the Apartment clean and sanitary, both inside and outside, including the common areas.
23. Landlord shall routinely conduct preventive maintenance services and inspection of all Apartments to maintain quality standards. During these routine preventative inspections if ANY abuse to the Apartment or damages are found repairs will be made and the Tenant(s) will be billed for the cost of the repair/cleaning, which is due and payable immediately upon receipt of invoice.
24. Tenant must pay repair costs for damages by guests or invitees.
25. Shower curtains are required on all tubs and shower stalls.

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26. Tenant will be responsible for replacement of all interior light bulbs.
27. The Apartment will not be used to store bicycles, motorcycles, and other vehicles for any purpose other than ingress or egress. Landlord reserves the right to remove said vehicles and will not be responsible for damage during the removal.
28. No guest shall be permitted into the building except in the accompaniment of a Tenant. Tenant must greet any guest upon arrival at the front door and escort the guest out of the building upon their departure.
29. Recreation areas and the other Amenities may be used ONLY during posted hours.
30. No glass bottles and/or cups will be permitted on or near the amenity areas on the property (pool table, TV's, etc.,).
31. Landlord reserves the right at any time to make changes to these Rules and Regulations.

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