

ILLINOIS STATE UNIVERSITY
MODEL LEASE



provided by Off-Campus / Nontraditional Student Services,
Dean of Students Office, Illinois State University

ILLINOIS STATE UNIVERSITY MODEL LEASE

This lease is made and entered into this ___ day of _____, 20__ between the Landlord, _____, whose principal place of business is _____ and whose phone number is _____, and the Tenant(s) _____.

I. DESCRIPTION OF THE PREMISES

The Landlord leases to the Tenant the **Dwelling Unit** located at _____ Apt. _____, _____, McLean County,

Illinois. The dwelling unit is

___unfurnished

___furnished only with oven/range and refrigerator

___furnished by landlord with the appliances and furnishings listed on the attached addendum which is incorporated by reference as part of this lease.

2. TERM OF THE LEASE

This lease shall begin on the ___day of _____20__and shall end on the ___day of _____20 __. It is agreed that on the starting date of this lease, the Landlord will deliver to the Tenant possession of the dwelling unit in clean condition and good repair.

3. AMOUNT AND DUE DATE OF RENTAL PAYMENTS/LATE FEES

Tenant shall pay to Landlord the sum of \$_____as rent for the full term of the lease, payable in monthly installments of \$_____due on the ___ day of each month. The first payment of \$_____shall be due on _____and the final payment of \$_____shall be due on_____. Rent shall be mailed or delivered in person to _____.

Resident shall incur and be charged \$ _____per day as a late fee for payment of rent received after _____ .m. o'clock on the _____day of the month. Such fee, which will be considered additional rent, may be collected immediately by Landlord or, at Landlord's option, such fee may be withheld from resident's security deposit if written notice of such intended withholding is provided to resident within 45 days of the date that the late fee is incurred. The giving of such notice of intent shall not relieve Landlord of any obligation pertaining to the security deposit set forth in section 4 of this lease. Late fees may be waived if Landlord agrees in writing.

4. SECURITY AND DAMAGE DEPOSIT

Tenant shall pay to Landlord a security and damage deposit of \$_____on or before _____20 __, to be applied, at the end of the lease term, against any unpaid rent or damage to the dwelling unit in excess of normal wear and tear.

Within 5 days after Tenant moves in, Tenant shall complete a written report of any deficiencies in the condition of the dwelling unit, appliances and furnishings, and will provide Landlord with a copy of said report. Upon moving out, Tenant shall be liable for Landlord's actual costs to restore the dwelling unit to the same condition as it was when Tenant first moved in, normal wear and tear excepted.

Landlord may not withhold any money from the deposit for said costs unless Landlord provides to Tenant an itemized statement of such costs, attaching copies of paid receipts for actual work done, within 30 days of the date the Tenant vacates and mailed to the Tenant's last known address. The security and damage deposit, plus interest at the rate of 1.21% per annum, minus any charges for damages to the dwelling unit and unpaid rent, shall be paid to the Tenant by the Landlord within 30 days of the date the Tenant vacates the premises.

5. NUMBER OF OCCUPANTS/USE OF ROOMS/GUESTS/PETS

No more than _____ persons may reside in the Dwelling Unit, not including occasional guests who temporarily occupy premises for not more than seven consecutive days.

Landlord affirms that the applicable municipal housing code permits the above number of persons to occupy the Dwelling Unit and agrees that in the event Tenants discover that the municipal housing code permits fewer than that number to occupy the Dwelling Unit, Tenant(s) may terminate the lease immediately and owe no future rent.

Landlord and Tenant(s) acknowledge that the applicable housing code does not permit the use of the following area as sleeping quarters: _____. In the event the applicable municipal housing code does not permit the use of certain rooms as sleeping quarters, and Landlord has not so-indicated in this paragraph of the Lease, Tenant(s) may terminate the lease immediately, and owe no future rent.

The tenant may _____ may not _____ (check one) maintain pets in the residence. If the tenant is allowed to have pets, only the following pets may live in the residence: _____.

6. JOINT AND SEVERAL LIABILITY

Unless otherwise stated herein, all persons signing this lease as Tenant shall be held jointly and severally liable for all terms of this lease. This means any one tenant may be held responsible to Landlord for payment of rent or charges for damages owed by roommates.

For the purpose of this agreement, the Landlord and the Tenant have agreed to:

_____ a joint lease (subject to the terms and conditions outlined in this clause).

_____ individual leases, in which the landlord shall hold each individual Tenant responsible only for his/her own individual portion for payment of rent or charges for damages.

7. PARKING

Parking space number _____ is leased by Landlord to Tenant for the full term of this lease
for: _____ no additional charge
_____ a monthly rental fee of \$ _____.

8. ASSIGNMENT/SUBLEASING/RELEASE

Tenant shall not assign this lease nor sublet the dwelling unit without first obtaining the written consent of the Landlord and of other Tenants signing this Lease. Landlord and other tenants agree said consent will not be withheld unless the proposed replacement tenant is found to be unsuitable, based on the same criteria used to evaluate the original Tenant.

In the event that all of the undersigned Tenants in this Lease indicate, before or during the lease term, that they all desire to terminate the tenancy, Landlord agrees to release all the undersigned Tenants from this Lease if such Tenants find an equal number of replacement tenants, acceptable to Landlord, who will sign a new lease for the remaining term. Landlord shall exercise good faith and reasonableness in accepting replacement tenants, using same criteria used to evaluate the original Tenants.

9. UTILITIES AND SERVICES

Landlord and Tenant(s) agree that the parties indicated below shall be responsible for the payment of all bills for provision of utilities and services. Whenever the Tenant is required to reimburse the Landlord for a share of common-metered utilities or common services, Landlord shall state herein or on an addendum, the formula for calculating Tenant's share of the actual bill.

Electricity bills will be paid by ___ Landlord ___ Tenant

Heat bills will be paid by ___ Landlord ___ Tenant

Gas bills will be paid by ___ Landlord ___ Tenant

Water bills will be paid by ___ Landlord ___ Tenant

Trash hauling will be paid by ___ Landlord ___ Tenant

Recycling tax will be paid by ___ Landlord ___ Tenant

Lawn care will be provided by ___ Landlord ___ Tenant

Snow removal will be provided by ___ Landlord ___ Tenant.

Cable/internet will be provided by ___ Landlord ___ Tenant

Other _____

10. TENANT RESPONSIBILITIES

To keep the dwelling unit in a **clean and sanitary** condition at all times.

To take reasonable precautions to **avoid stopping up the drains**.

To take reasonable precautions to **prevent the freezing of water pipes** by not turning the heat off during winter months.

To **place trash in the appropriate receptacles** provided by the Landlord.

To **make no alterations** to the premises **without the Landlord's written consent**.

To keep noise levels to a minimum and avoid disturbing the neighbors, especially between the hours of 11:00 p.m. and 7:00 a.m.

To **notify the Landlord** in writing of any **needed repairs**.

To **pay for any repairs** resulting from the **negligence of Tenant or Tenant's guests**.

To **pay for renter's insurance** if Tenant(s) desire to insure personal possessions or to insure against Tenant(s)' personal liability. Tenant(s) acknowledge that Landlord's insurance does not cover Tenant(s)' personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause.

II. LANDLORD RESPONSIBILITIES

To provide **pest extermination** at Landlord's expense, to keep the premises free of vermin, rodents and pests.

To **enter** the dwelling unit **only** in cases of emergency or after providing Tenant **with 24 hours notice** of the date and time of the entry, and to enter only for the purposes of making needed repairs, to exhibit the premises to prospective renters or buyers or for pest control.

To **maintain the premises** in accordance with all property maintenance and housing codes and to **promptly perform needed repairs**, including but not limited to: repairs to plumbing, heating, hot water heater, electrical wiring, air-conditioning, roof, walls, floors, doors, windows, screens, locks, elevators, mailboxes, fixtures, appliances and furnishings, all at Landlord's sole expense, except when repair is needed as a result of Tenant's negligence. Landlord will **perform repairs within 5 days after receiving notice** from Tenant, except that emergency repairs such as broken locks or lack of heat, water, or other essential services shall be made immediately. If repairs cannot be completed within these time periods, Landlord shall notify Tenant of the reason for the delay and shall perform repairs within a reasonable amount of time thereafter. Landlord shall provide monetary compensation to Tenant for long delays in making needed repairs.

If **Landlord fails** to make needed repairs **within 14 days** after receiving written notice from Tenant, **Tenant may** contact an appropriate tradesperson to arrange to **have repairs made** and Landlord hereby agrees that Tenant may **deduct** the cost of said repairs from subsequent rent payments.

I2. CONSTRUCTIVE EVICTION

When conditions beyond the control of resident cause the premises to become **legally uninhabitable**, and when Landlord is responsible for remedying those conditions but does not do so within a reasonable time after notification by Tenant(s), Tenant(s) may vacate the premises, terminate this lease, and owe no future rent.

Moreover, if Tenant(s) are prevented from taking possession on the starting date of the lease, due to the continued occupancy of the Dwelling Unit by holdover tenants, Tenants may terminate this lease, and Landlord shall refund all monies paid by Tenant(s) to Landlord pursuant to this lease.

I3. FIRE AND CASUALTY

If the unit leased, or building and improvements are injured or destroyed in whole by fire or other casualty without the negligence or fault of the Tenant(s), either the Tenant(s) or the Landlord may terminate this lease immediately by written notice to the other party.

If the unit leased or the building and improvements are injured or destroyed in part by fire or other casualty without negligence or fault of the tenant, the landlord shall repair the same, to good and tenantable condition so as to be substantially the same as they were prior to such fire or other casualty as soon as possible after the destruction or injury and the rent shall abate pro rata for the period and portion rendered untenable. If the premises are not repaired within thirty (30) days, the tenant may terminate the lease by written notice to the landlord.

The landlord and/or its agent shall not be responsible for any theft of personal property of tenant or any damage, loss, or destruction of personal property of tenant due to fire, water, or any other cause whatsoever, unless caused by the negligence of landlord or its agent. Tenant is encouraged to insure personal property.

I4. BREACH OF LEASE—MEDIATION/ SUIT/ LEGAL FEES

If either the Landlord or Tenant(s) breaches any provision of this lease, the parties agree that, prior to initiating any court action, they will submit the dispute to the Illinois State University Mediation Program for resolution. The parties agree to participate in good faith in the Mediation Program.

In the event the dispute or claim of breach is not resolved by mutual agreement of the parties at the conclusion of Mediation, either party may pursue all remedies provided under the laws of the State of Illinois or the municipality, including suit for eviction as provided by state law.

In the event of any legal action concerning this lease which results in a judgment, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court.

15. RENEWAL

This agreement is for a set term. No notice to either party is required in order to terminate this lease. Lacking renewal, termination automatically occurs at the expiration of the term.

The renewal deadline is _____. Landlord agrees that, prior to this date, s/he will not rent this unit for the subsequent lease term to anyone other than Tenant(s).

16. ADDENDUM

No oral agreements are binding on either Landlord or Tenant(s). Any additional agreements are contained on the attached addendum which is ____ pages and is incorporated by reference as part of this lease. (Check here if no addendum is added to lease _____).

Landlord _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Notes on Certain Provisions in Model Lease, by Paragraph.

1. Clarifies parties' expectations about what personal property comes with the apartment.
3. Late fee provision enforces timely payment by tenants.
4. The security deposit language and the interest provision simply restate current Illinois law applicable to most landlords. The provision requiring tenants to notify landlord about any deficiencies at move-in protects the landlord from claims that any non-listed deficiency was "pre-existing" and thus not a proper reason to withhold a deposit.
5. Explicit delineation of the length of time a guest may stay is beneficial to both landlord and tenants. The second paragraph clarifies expectations about how many tenants may legally occupy a given unit. The third paragraph explicitly identifies any rooms that (for lack of fire exits) may not be used as sleeping rooms under applicable city codes. Uncertainty about this matter has given rise to many disputes.
6. Explains the meaning and consequences of "joint liability."
8. This language allows the Landlord to apply the same standards (typically pertaining to financial solvency) to sublessees as to original tenants. The second paragraph enables tenants to be completely released from the lease if they are able to provide acceptable surrogates. "Acceptable," here, means substitute tenants who are equal to the original tenants in their ability to pay. It benefits tenants who wish to be released and simultaneously protects the financial interests of landlords.
10. Provides in one location all non-rent obligations of the tenants, and warns of the need for tenants to obtain renter's insurance.
11. The second paragraph provides that a landlord may enter leased premises without prior notice in case of emergencies, and also addresses a common tenant complaint about "unannounced visits," of a routine nature. The third paragraph tracks many local housing codes by allowing the tenant to "repair and deduct" if the landlord has not taken action after 14 days. This will have no effect on landlords who make repairs within 14 days of notification.
12. Spells out what happens if either the place is posted unfit for human occupancy by the local housing authority, or if, at the beginning of the lease, tenants can't move in because the old tenants have not moved out. As with other contingencies, clarifying expectations will benefit both parties to a lease by preventing litigation.
13. Spells out what happens if the Dwelling Unit is destroyed by fire or other casualty. Warns tenant that landlord is not liable for theft or fire losses that are not landlord's fault.
14. The first paragraph commits the parties to attempt to resolve disputes through mediation before resorting to court action. The third paragraph is a bilateral attorney's fees clause, entitling the aggrieved party to attorney's fees if they prevail in court.
15. Gives current occupants "dibs" on the place for the next rental term for a set period of time. It may encourage tenants to renew leases.
16. This paragraph is an "entirety clause," which restates in a more formal way, the well-known dictum of movie mogul Louie B. Mayer, that "oral promises aren't worth the paper they're written on."

* * *

The Illinois State University Model Lease alleviates many historical sources of friction in the local housing market without substantially changing property managers' prerogatives, while clearly outlining the rights of student tenants.

It is expected that the adoption of this form lease by a rental agency will enable it to keep vacancy rates low and perhaps even increase its market share by offering a superior product to prospective ISU student tenants.

Model Lease, Version II, August 2005; Developed by William C. Campbell, Modified by the Dean of Students Office

