



BMI Management | 206 N. Randolph St., Suite 414 | Champaign, IL 61820
OFFICE: 217.390.9900 | eFAX: 312.275.7411 | Email: info@BMlcity.com

BMI RESIDENTIAL LEASE

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT	SECURITY DEPOSIT
	BEGINNING	ENDING		
03/24/2010	XXXXXXXXXXXX	XXXXXXXXXX	\$xxx.00	\$xxx.00
ADDRESS OF PREMISES	XXXXXXXXXXXX		TOTAL ANNUAL RENT	\$xxx.00

LESSOR: BMI MANAGEMENT at 206 N. Randolph St., Suite 414, Champaign, IL 61820 (Office: 217-390-9900)

	LESSEE #1	LESSEE #2	LESSEE #3	LESSEE #4	LESSEE #5
NAME					
ADDRESS					
APT/SUITE					
CITY					
STATE					
ZIP					
CELL #					
EMAIL					

Base Rent	Parking	Utilities	Furniture	Total
\$xxx.00	\$0.00	\$xxx.00	\$0.00	\$xxx.00

APPLICATION AND VALID INFORMATION NOTICE TO LESSEE

LESSEE ACKNOWLEDGES THAT THIS LEASE HAS BEEN EXTENDED TO LESSEE PURSUANT TO AN APPLICATION THEREFORE SUBMITTED BY LESSEE. THE ACCURACY OF THE INFORMATION THEREIN CONTAINED IS A MATERIAL CONDITION OF LESSOR IN EXTENDING THIS LEASE TO LESSEE. LESSEE WARRANTS THAT ALL THE INFORMATION GIVEN BY LESSEE IN APPLYING FOR THIS LEASE IS TRUE AND ACKNOWLEDGES THAT PROVIDING FALSE INFORMATION IS A MATERIAL BREACH OF THIS LEASE. OCCUPANCY BY MORE PERSONS AS SET FORTH IN THIS LEASE OR APPLICATION SHALL CONSTITUTE A MATERIAL BREACH OF THIS LEASE.

FURTHER ACKNOWLEDGEMENTS BY LESSEE

LESSEE hereby acknowledges that on date of this Lease listed above, he/she/they received and/or acknowledge from BMI Management, (LESSOR or representative) in connection with the leased premises listed above the following documents:

Acknowledgement of LESSEE(s)					DESCRIPTION
Initials	Initials	Initials	Initials	Initials	
					UTILITIES: LESSEE is Responsible For: Electricity for your individual unit.
					UTILITIES: LESSOR is Responsible For: Included in the fee above is common area electricity, gas, heat, water, garbage pickup, and sanitary fees.
					ONLY URBANA: Landlord-Ordinance (only for units in Urbana) ***Copy on our Website for reference
					Lead-Based Painted Disclosure was signed by LESSEE(S)
					Protect your Family From Lead in Your Home Brochure ***Copy on our Website for reference
					Move-Out Cost Schedule Agreement was delivered, acknowledged, and signed by LESSEE(S) (pg #4 of this lease)
					Furniture Included:
					Any Agreed Repairs:

RULES AND REGULATIONS

1. No dogs, cats, or other animals shall be kept in the premises except with the LESSOR's prior consent and a signed pet agreement, and subject to the conditions set forth in any such agreement. No animals are permitted without a leash in any public areas of the premises. There will be a \$50 per day fee charged to the LESSEE's account if any pets are found without the LESSOR's approval.
2. No lock changes or additional locks or other similar devices shall be attached to any door without LESSOR's written consent.
3. Hallways, Common Areas, stairways, and elevators shall not be obstructed or used for storage or any purpose other than ingress and egress from the building. Children are not permitted to play in the common areas.
4. LESSEE may not barbeque or operate cooking equipment on porches or balconies.
5. LESSEE shall not dispose of flammable products, rubbish, rags or other items which might clog toilets or sink drains into toilets or sink drains. If a service call is place regarding this reason, the LESSEE will be billed back for all costs incurred by the LESSOR.
6. LESSEE shall not place any signs or advertisements on the windows or within the apartment or otherwise upon the Building, if such signs are visible from the street.
7. LESSEE shall dispose of garbage and refuse by securely bagging or wrapping same and disposing of it in designated garbage containers or incinerators. LESSEE shall not allow garbage containers to overflow.
8. LESSEE shall not install a waterbed or any other unusually heavy item of furniture without prior written permission from LESSOR.
9. LESSEE shall utilize surge protectors when plugging in appliances or electronics to avoid ground fault or serge. LESSOR is not responsible for any such damage to LESSEE's personal belongings.
10. Cable/Internet/Phone: LESSOR is not responsible for providing necessary Cable, Internet, and/or Phone outlets in the leased premises. LESSEE will be responsible for all such costs that may be incurred.
11. **DISTURBANCE:** LESSEE agrees not to make any loud noises which may disturb other Residents, and shall maintain the volume of such equipment at reasonable levels between the hours of 10:00 p.m. and 7:00 a.m.
12. **NO SMOKING** will be allowed in any of BMI Management's Apartments or Houses.
13. LESSOR will be responsible for all Pest Control & Pest Control Treatment if necessary in any LEASED PREMISES.
14. **LOCKOUTS:** LESSEE will be responsible for any lockouts in the LEASED PREMISES. A fee of \$50 will be assessed per occurrence of a lockout.
15. **You must notify your LESSOR in writing within 4 days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise your LESSOR shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure.**



LEASE COVENANTS AND AGREEMENTS:

- 1. RENT: Rent is payable to BMI Management, Department 4925, Carol Stream, IL 60122-4925. LESSEE(s) further agrees to pay LESSOR(s) a handling charge of Forty dollars (\$40.00) for each check returned by the bank for any reason including, and not limited to, insufficient funds.
2. LATE CHARGES: The time of each and every payment of rent and other charges due herein is of the essence of this LEASE and LESSEE agrees that if a balance remains on LESSEE'S account after the date that payment is due, for units that are located in the city of Champaign, a monthly late fee in the amount of five (5%) for all balances due past the 5th of the month in addition to a daily late charge of \$8.00/day of the outstanding balance will be added to LESSEE'S account.
3. SECURITY DEPOSIT: LESSEE has deposited with LESSOR, the sum set forth above as a security deposit to be held by the LESSOR in accordance with State or local law or ordinance to secure the faithful performance by the LESSEE of all of the provisions contained in this LEASE.
4. UTILITIES: LESSEE agrees to pay a non-refundable monthly utility fee that is set forth above in this lease agreement unless otherwise stated herein.
5. SUBLET OR LEASE RELEASE: LESSEE shall not sublet the premises or any part thereof, nor assign this LEASE, without obtaining LESSOR's prior written permission to sublet or assign.
6. RENT APPLICATION AS ADDENDUM: The Rental Application submitted by the LESSEE is hereby considered an addendum to this Lease Agreement, and if any material facts in the Rental Application are untrue or if the premises are occupied by anyone other than LESSEE as stated in the Rental Application, LESSOR shall have the right to terminate this Lease Agreement.
7. CONDITION OF PREMISES: LESSEE has examined the premises prior to accepting the same and prior to the execution of this LEASE, and is satisfied with the physical condition thereof, including but not limited to the heating, plumbing and smoke detectors.
8. LIABILITY TO LESSEE'S PERSONAL ITEMS: Except as provided by state or local law or ordinance, LESSOR shall not be liable for any damage (a) occasioned by failure to keep Premises in repair; (b) for any loss or damage of or to LESSEE'S property wherever located in or about the building or premises, or (c) acts or neglect of other LESSEES, occupants or others at the building.
9. LESSEE TO MAINTAIN PREMISES: LESSEE shall keep the premises and the fixtures and appliances therein in a clean and healthy condition, and in good working order, and in accordance with any and all ordinances applicable to the tenancy, at LESSEE'S own expense, and upon the termination of this LEASE, for any reason, LESSEE shall return the premises to LESSOR in as good a condition of cleanliness and repair as at the commencement of this LEASE, reasonable wear and tear excepted.
10. USE OF PREMISES: The premises shall be occupied for residential purposes only, and only by the persons disclosed in this LEASE and on the Application for LEASE submitted by LESSEE in connection with the renting of the premises.
11. APPLIANCES: LESSEE shall not install any air conditioning, heating or cooling equipment or dishwashers or clothes washers or dryers or other appliances in any portion of the building or premises occupied by LESSEE without first obtaining LESSOR'S written permission to do so.
12. ACCESS TO PREMISES: LESSEE shall permit the LESSOR access to the premises at all reasonable times, subject to a 24 hour written or verbal notice or the notice requirements of applicable law or ordinance, to inspect the premises and/or to make any necessary repairs, maintenance or improvements or supply necessary or agreed upon services, or to determine LESSOR'S compliance with the provisions of this LEASE.
13. HOLDING OVER: If the LESSEE remains in possession of the premises or any part thereof after the termination of the LEASE by lapse of time or otherwise, then the LESSOR may, at LESSOR'S option, consider such holding over as constituting a month-to-month tenancy, upon the terms of this LEASE except at double the monthly rental specified above.
14. FORCIBLE DETAINER: If LESSEE defaults in the payment of rent or any part thereof, LESSOR may distraint for rent and shall have a lien on LESSEE'S property for all monies due LESSOR, or if LESSEE defaults in the performance of any of the covenants or agreements herein contained, LESSOR or his agents, at LESSOR'S option, may terminate this LEASE and, if abandoned or vacated, may re-enter the premises.
15. ATTORNEY'S FEES: If LESSOR commences legal proceedings to enforce the covenants of this LEASE due to LESSEE'S breach thereof, LESSEE shall pay LESSOR'S reasonable attorney's fees incurred to enforce LESSEE'S compliance with the terms of this LEASE.
16. REMEDIES CUMULATIVE: LESSOR'S remedies contained in this LEASE are cumulative and are in addition to, and not in lieu of, any other remedies granted to LESSOR pursuant to this LEASE or applicable State or Local Law or Ordinance.
17. RENTER'S INSURANCE: LESSEE is strongly advised to carry renter's insurance on his or her personal property (e.g., clothing, furniture, household items). LESSOR is not responsible for damage to LESSEE'S personal property, unless LESSOR'S negligence or intentional act or omission causes the damage.
18. RULES AND REGULATIONS: LESSEE agrees to obey the Rules and Regulations contained in this LEASE, and any attachments and inclusions hereto as well as any further reasonable Rules and Regulations established by the LESSOR during the pendency of this LEASE.
19. SEVERABILITY: If any clause, phrase, provision or portion of this LEASE, or the application thereof to any person or circumstance, shall be determined to be an invalid or unenforceable under applicable law or ordinance, such event shall not affect, impair or render invalid or unenforceable the remainder of this LEASE or any other clause, phrase, provision or portion hereof, nor shall it affect the applicability of any clause, provision or portion hereof to other persons or circumstances, and the LEASE shall be interpreted in accordance with said ordinance.
20. JOINT AND SEVERAL TENANCY: If more than one person signs this lease as a LESSEE, their obligations are joint and several. This means that each person is responsible not only for his or her individual obligations, but also for the obligations of all other LESSEE(s).
21. CONTACT INFO: At all times during occupancy of the property, LESSEE agrees to maintain a telephone in working order, the number of which is listed in the local telephone directory, or through dialing directory assistance, or provided to the LESSOR.
22. PROPERTY INSPECTIONS: LESSOR reserves the right for free access to the premises for the purpose of examining or exhibiting same, and for making non-emergency repairs or alterations as LESSOR deems necessary or appropriate with proper 24 hours written or verbal notice during the hours of 8:00am to 6:00pm.

Violation of any part of this agreement or non-payment of rent when due shall be cause for eviction under the appropriate sections of the applicable code, and the prevailing party shall recover court cost and attorney fees. LESSEEs hereby acknowledge that they have read this agreement, understand it, agree to it, and have been given a copy. IN WITNESS WHEREOF, all parties hereto have agreed to all terms stated above.

LESSOR, Agent for BMI Management

LESSEE Signature

LESSEE Signature

LESSEE Signature

LESSEE Signature

LESSEE Signature



RESIDENTIAL LEASE DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. LESSEEs must also receive a federally approved pamphlet on poisoning prevention.

LESSOR's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i) N/A Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) _____ LESSOR has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the LESSOR (Check (i) or (ii) below):

(i) N/A LESSOR has provided the LESSEE with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):

(iii) _____ LESSOR has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

LESSEE's Acknowledgment (initial)

Acknowledgement of LESSEE(s)					DESCRIPTION
Initials	Initials	Initials	Initials	Initials	
					LESSEE has received copies of all information listed above.
					LESSEE has received the pamphlet Protect Your Family From Lead In Your Home.

Agent's Acknowledgment (initial)

(e) N/A Agent has informed the LESSOR of the LESSOR's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

 LESSOR, Agent for BMI Management

 LESSEE Signature

 LESSEE Signature

 LESSEE Signature

 LESSEE Signature

 LESSEE Signature

BMI MANAGEMENT

Move-Out Cost Schedule Agreement

1. This Move Out Cost Schedule Agreement is part of the Lease Agreement between LESSOR(s) and LESSEE(s). If any rule or provision of this Move Out Cost Schedule Agreement is violated, LESSOR(s) shall be entitled to all the rights and remedies set forth in the Lease Agreement for violations thereof, including but not limited to damages and attorney's fees.
2. Each LESSEE(s) is expected to leave the apartment clean and in good repair. In situations where this is not the case, expenses will be deducted from the Damage Deposit and, if the deposit is insufficient to cover all expenses, the LESSEE(s) will also pay the difference between the deposit and the total expense.
3. The following list provides average prices for cleaning various portions of an apartment. This list does not include supplies, which would be paid by LESSEE(s) in addition to labor. LESSOR (s) also reserve the right to have professionals clean, repair or replace these items or any others that are not attended to by the LESSEE (s). *If LESSOR(s) incur a higher cost for cleaning, repairing or replacing an item, the LESSEE(s) will be responsible for paying the higher cost.* Also, this is not an all-inclusive list; Expenses for labor and supplies will be paid by the LESSEE (s) for cleaning items that are not on the list. In addition, LESSEE (s) will pay for any items which need to be repaired or replaced and all appropriate labor associated with the repair or replacement.
4. Replacement of burned-out light bulbs within the units are the responsibility of the LESSEES.
5. LESSEE (s) agrees that LESSOR(s) may deduct from LESSEE (s') Damage Deposit ten dollars (\$10.00) for each key not returned by LESSEE (s) to LESSOR(s) at the termination of this Lease Agreement. If the LESSEE(s) loses a key or keys at any time during the term of lease, LESSEE (s) is responsible for all the costs that are required to maintain the safety of LESSEE's(s') neighbors and the property. For example, if LESSEE(s) lose an exterior door key it will be LESSEE (s) responsibility to pay the costs associated with re-keying the lock and replacing keys for everyone who is permitted access via that lock. This expense can run to scores and even hundreds of dollars.
6. The Damage Deposit will not stand for payment of rent or fees due in the Lease Agreement.
7. LESSOR(s) recognizes its duty to mitigate damages.

List of Common Charges & Move-Out Charges

The following is a list of common charges that could be charged to you. Please check with the office with any questions. Charges are subject to change without notice. A list of the current charges will be available in the office.

Kitchen

\$40	Oven including drip pans, stove and hood vents
\$40	Cleaning Refrigerator & Freezer
\$40	Defrost Freezer
\$40	Cabinets and counter tops
\$15/hr	Floor
\$15	Sink

Bathroom

\$15	Shower doors / Curtain(s)
\$15	Toilet
\$15	Tub / Shower
\$30	Sink / Counter top / Cabinets
\$15	Floor

Miscellaneous

\$150	Carpet cleaning
\$35	Apartment Cleaning - Minor
\$65	Apartment Cleaning - Medium
\$125	Apartment Cleaning - Trashed
\$55	Refinish Hardwood Floors - Minor
\$225	Refinish Hardwood Floors - Medium
\$40/hr	Per person fee for Trash removal
\$40/hr	Painting (includes, but is not limited to, patching walls)
\$40/hr	Tile floors
\$40/hr	Woodwork
\$40	Vacuuming
\$10	Mailbox Key Replacement
\$15	Door Key Replacement
\$75	Re-Key Lock + the cost of keys
\$50	Missing Smoke Detector or Fire Extinguisher (\$50 each)
\$150 + \$10day	Unauthorized Pet Fee
\$15.50 per each	Burnt-out light bulbs
\$15.50 per each	Filter Replacement
\$40/hr	Per person fee for moving furniture or any other belongings from leased premises to storage site.

Off-site moving expenses and storage fees as billed & any special waste-hauling fees as billed.

 LESSOR, Agent for BMI Management

 LESSEE Signature

 LESSEE Signature

 LESSEE Signature

 LESSEE Signature

 LESSEE Signature