



BMI RESIDENTIAL LEASE

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT	SECURITY DEPOSIT
	BEGINNING	ENDING		
02/18/2009	07/30/2009 at 12pm	07/30/2010 at 12pm	\$XXX.00	\$XXX.00

ADDRESS OF PREMISES	TOTAL ANNUAL RENT
XXXXXXXXXXXXX., Unit XX, Urbana, IL 61801	\$X,XXX.00

LESSEE:

LESSOR:

NAME(S): XXX
ADDRESS: XXXXXXXXX
STREET
APT # Unit XX
CITY Champaign
STATE IL
ZIP 61820

NAME: BMI MANAGEMENT
ADDRESS: 302 West Hill Street
SUITE # Suite 204
CITY Champaign
STATE Illinois
ZIP 61820
TELEPHONE (217) 390.9900

Base Rent	Parking	Shared Utilities	Furniture	Misc	Total
\$XXX.00	\$XXX.00	\$XXX.00	\$XXX.00	\$XXX.00	\$XXX.00

APPLICATION AND OCCUPANCY NOTICE TO TENANT

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.

NOTICE OF CONDITIONS AFFECTING HABITABILITY

I hereby acknowledge that LESSOR has disclosed any code violations, code enforcement litigation and/or compliance board proceedings during the previous 12 months for the apartment and common area and any notice of intent to terminate utility service, copies of which, if any, are attached to this LEASE.

Initials of LESSEE(S) _____

FURTHER ACKNOWLEDGEMENTS BY LESSEE

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

- Urbana Landlord-Ordinance (only for units in Urbana) ***Copy on our Website for reference
Acknowledgement of LESSEE(S) _____
- Lead-Based Painted Disclosure was signed by LESSEE(S)
Acknowledgement of LESSEE(S) _____
- Protect your Family From Lead in Your Home Brochure ***Copy on our Website for reference
Acknowledgement of LESSEE(S) _____
- Move-Out Cost Schedule Agreement was signed by LESSEE(S)
Acknowledgement of LESSEE(S) _____

In consideration of the mutual agreements and covenants herein set forth, and in further consideration of the statements made by LESSEE in the Application for LEASE and all supporting documents thereto, the truth and accuracy thereof being attested to by LEASEE, and the information therein contained being incorporated into this LEASE as if set forth herein in full, LESSOR hereby LEASES to LEASEE, and LEASEE hereby LEASES from LESSOR, for use as a private dwelling unit only, the above noted premises, together with the fixtures and appliances belonging thereto, for the above Term:

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.

Tenants 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



LEASE COVENANTS AND AGREEMENTS:

1. RENT: Rent is payable at 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. LESSEE shall pay to LESSOR or LESSOR's authorized agent, at the address set forth above, or as hereafter changed by written notice to LESSEE, as rent for the Premises, the sum stated above. Rent is due and payable on the first day of each calendar month, in advance. The timely payment of each installment of rent is deemed to be of the essence of this LEASE.

In consideration of LESSOR leasing the LEASED PREMISES to LESSEE and notwithstanding other amounts which may become due as described herein, LESSEE agrees to pay as rent to LESSOR the total sum of \$X,XXX.00, in accordance with the following schedule:

Rent is due on the first day of each and every month with the following schedule:

August 1, 2009 = \$XXX Rent + \$XXX Utilities = \$XXX Total	February 1, 2010 = \$XXX Rent + \$XXX Utilities = \$XXX Total
September 1, 2009 = \$XXX Rent + \$XXX Utilities = \$XXX Total	March 1, 2010 = \$XXX Rent + \$XXX Utilities = \$XXX Total
October 1, 2009 = \$XXX Rent + \$XXX Utilities = \$XXX Total	April 1, 2010 = \$XXX Rent + \$XXX Utilities = \$XXX Total
November 1, 2009 = \$XXX Rent + \$XXX Utilities = \$XXX Total	May 1, 2010 = \$XXX Rent + \$XXX Utilities = \$XXX Total
December 1, 2009 = \$XXX Rent + \$XXX Utilities = \$XXX Total	June 1, 2010 = \$XXX Rent + \$XXX Utilities = \$XXX Total
January 1, 2010 = \$XXX Rent + \$XXX Utilities = \$XXX Total	July 1, 2010 = \$XXX Rent + \$XXX Utilities = \$XXX Total

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 from the 1st of the month in addition to a daily late charge of \$.00/day of the outstanding balance will be added to LESSEE'S account. For units located in the city of Urbana, a monthly late fee in the amount of five (5%) for all balances due past from the 1st of the month of the outstanding balance will be added to LESSEE'S account. Payments shall be deemed to have been made as of the date received at the LESSOR'S designated address listed above. LESSOR'S acceptance of payment for rent or other charges after such payment is due or after knowledge of any breach of this LEASE by LESSEE shall not waive or affect any notice, demand or judgment or change, alter or modify LESSOR'S rights or remedies.

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. If LESSEE performs all of the obligations as provided in this LEASE and pays all sums due LESSOR, then LESSOR, after the LESSEE has surrendered possession of the premises and delivered the keys thereto to LESSOR, shall refund said deposit to LESSEE, including interest as provided by law. If LESSEE has failed to perform or comply with any of the provisions of the LEASE, then LESSOR may apply all or any part of the security deposit in payment of any sums due from LESSEE to LESSOR, or to pay for repair of any damages caused by LESSEE, LESSEE'S co-occupants or guests, cleaning charges, late fees, lock out fees, or attorney fees and expenses incurred by LESSOR in enforcing the terms of this LEASE. The security deposit shall not be treated as advance payment of rent, and the LESSEE shall not apply the security deposit as rent during the term of the LEASE unless LESSEE obtains written permission from LESSOR to do so. **LESSEE hereby waives any requirement that the security deposit referenced herein be maintained by the LESSOR in a separate escrow account.**

4. 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. Such termination shall not discharge LESSEE from liability for rent herein reserved, nor from any other obligations under this Lease Agreement.

5. 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. LESSEE'S acceptance of possession shall constitute conclusive evidence of LESSEE'S receipt of the premises in good order and repair as of the commencement of the LEASE term. LESSOR or his agent has made no promises as to condition or repair to LESSEE, unless they are expressed in this LEASE or a rider hereto signed by LESSEE and LESSOR or his agent, and no promises to decorate, alter or repair the premises have been made by LESSOR or his agent, unless expressed herein.

6. LIMITATION OF LIABILITY: 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 tenants, occupants or others at the building.

7. LESSEE TO MAINTAIN: 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. LESSEE shall make all necessary repairs to the premises whenever damage has occurred or repairs are required due to LESSEE'S conduct or neglect. LESSEE shall replace all broken glass and fixtures and shall maintain all smoke and carbon monoxide detectors in good condition at all times, including replacing spent batteries as necessary. Upon LESSEE vacating the premises, if the premises are not clean and in good repair, LESSOR or his agent may replace the premises in the same condition of repair and cleanliness as existed at the commencement of the LEASE term. LESSEE agrees to pay LESSOR for all expenses incurred by LESSOR in replacing the premises in that condition. LESSEE shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities or any other portion of the premises.

8. 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. LESSEE shall not engage in any activity, which will increase the rate of insurance on the property. LESSEE shall not allow trash to accumulate in the common areas of the premises or allow objects to be thrown from windows. LESSEE shall not hang objects out of windows or place objects on windowsills or ledges, which may fall and injure persons below. LESSEE shall not keep any pet in the premises without written permission being first obtained from LESSOR. LESSEE shall not use porches for cooking, sleeping or storage of furniture, bicycles or other items of personal property. In no case shall LESSEE allow porches or decks to be overloaded or occupied by more people than would be reasonably safe based on the condition of such porch or deck.

9. 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. All such appliances installed by LESSEE shall be maintained in good working order by LESSEE and removed by LESSEE at the expiration of the term of the LEASE. Any damage caused by appliances installed by LESSEE shall be the responsibility of LESSEE and LESSEE shall reimburse LESSOR for the cost of repair of any damage caused by such appliances.

10. UTILITIES: LESSEE agrees to pay a utility fee that is set forth above every month unless otherwise stated herein. At the end of your lease, the amount above that was paid by the LESSEE for utilities will be compared to actual bills from the utility companies. If LESSEE has overpaid throughout the duration of the lease compared to actual bills, LESSEE will receive a credit for any such amounts from the LESSOR. If LESSEE has underpaid compared to actual bills, LESSEE will owe LESSOR any such amount. Unless otherwise specified, the utility fee mentioned above does not include the electric bill for your individual unit. The utility fee does include gas, water, electric for common areas only, garbage, and sanitary fees.

11. DISTURBANCE: LESSEE agrees not to play televisions, radios or musical instruments or musical playback equipment in a manner which disturbs other tenants, and shall maintain the volume of such equipment at reasonable levels. In addition, LESSEE agrees to limit playing of such equipment between the hours of 10:00 p.m. and 7:00 a.m. to a volume that cannot be heard by persons outside of the premises.

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. In the event of an emergency or where repairs in the building require access to LESSEE'S premises, LESSOR may enter without prior notice to LESSEE, without the same being considered a forcible entry by LESSOR. LESSEE'S failure to provide such access shall be a breach of this LEASE, and LESSOR shall be entitled to terminate this LEASE in the event such access is denied by LESSEE.

13. SUBLET OR ASSIGNMENT: 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. LESSOR shall not unreasonably withhold permission and will accept a reasonable sublease as provided by ordinance.

14. 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. LESSEE shall also pay to LESSOR all damages sustained by LESSOR resulting from LESSEE'S retaining possession of the premises. In the event LESSOR accepts a payment of rent for a period after the expiration of this LEASE in the absence of any specific written agreement, continued occupancy shall be deemed a month-to-month tenancy, on the same terms and conditions as herein provided, except for the double rent provision, to the extent permitted by state or local law or ordinance.

15. 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. Non-performance of any of LESSEE'S obligations shall constitute a default and forfeiture of this LEASE, and LESSOR'S failure to take action on account of LESSEE'S default shall not constitute a waiver of said default.

16. LIABILITY FOR RENT: LESSEE shall continue paying rent and all other charges for the Premises to the end of the term of this LEASE, whether or not the Premises becomes vacant by reason of abandonment, breach of the LEASE by LESSEE, wrongful termination by LESSEE or if the LESSEE has been evicted for breach of this LEASE, to the extent said obligation for rent has not been mitigated, abated or discharged, in whole or in part, by any law or ordinance. Notwithstanding any of the provisions contained in this section, the Landlord shall make a good faith effort to re-let the Premises (but not in priority to other vacancies) and if the Premises is re-let, LESSEE shall be responsible for the balancer of the rent, costs, advertising costs and attorney's fees) in connection therewith.



BMI Management • 302 W. Hill St., Suite 204 • Champaign, IL 61820 • OFFICE: 217.390.9900 • eFAX: 312.275.7411 • Email: info@BMlcity.com

17. BINDING EFFECT: If LESSEE shall violate any covenant or provision of this LEASE, LESSOR shall have the right to terminate this LEASE or LESSEE's right to possession pursuant to the LEASE upon appropriate legal notice to LESSEE. If LESSEE assigns this LEASE, whether with or without LESSOR's permission as required herein, the covenants and conditions contained in the LEASE shall nonetheless be binding on the assignee as if assignee had signed the LEASE. Nothing contained in this paragraph 17 shall preclude LESSOR from commencing legal proceedings against any assignee of this LEASE who obtained possession from the party named as LESSEE in this LEASE without LESSOR's written permission as required in paragraph 13 above.

18. 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.

19. CONTINUOUS OCCUPANCY: LESSEE shall maintain continuous occupancy of the premises, and not allow the same to remain vacant for any period in excess of ten days without notifying the LESSOR of such vacancy. LESSEE shall not allow persons other than those authorized by the LEASE to occupy the premises as guests for periods exceeding seven consecutive days during the term of the LEASE for any reason.

20. 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.

21. FIRE OR CASUALTY: If the Premises, Building or any part thereof shall become uninhabitable as a result of fire, explosion or other casualty, LESSOR and LESSEE shall have all of the rights provided by state or local law or ordinance. For purposes of this paragraph, LESSOR's good faith effort to obtain insurance adjustments, settlements or awards to obtain sufficient funds to perform repairs made necessary due to fire, explosion or other casualty shall be deemed diligent efforts to repair the Building within a reasonable time.

22. RENTER'S INSURANCE: Tenant is strongly advised to carry renter's insurance on his or her personal property (e.g., clothing, furniture, household items). Landlord is not responsible for damage to Tenant's personal property, unless Landlord's negligence or intentional act or omission causes the damage.

23. MECHANIC'S LIENS: LESSEE shall not place or allow to be placed on the Premises, the building or elsewhere on the real property, any mechanic's lien or any other claim for lien for any repairs, maintenance, alterations or modifications performed by, or ordered or contradicted by, the LESSEE, whether or not same were rightfully performed or ordered by the LESSEE. The placement of any such lien shall constitute a breach of this LEASE and upon ten days' notice to cure said lien or lien claim, LESSOR may terminate LESSEE's tenancy or right to possession. In addition, LESSOR shall have the right to satisfy and remove said lien without regard to the merits thereof and LESSEE shall be responsible for the damages incurred in removing the lien, along with other damages, costs and attorney's fees incurred by LESSOR in connection therewith.

24. 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. The Rules and Regulations are hereby incorporated into and made a part of this LEASE. Failure to observe the Rules and Regulations shall be deemed to be a material breach of this LEASE, and in event of such breach, LESSOR shall be entitled to terminate LESSEE's right to possession under the LEASE upon ten days' notice, and shall further be entitled to such rights and remedies as provided by applicable state or local law or ordinance.

25. 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.

26. 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). This includes paying rent and performing all other terms of this lease. A judgment entered against one or more LESSEE(s) does not bar an action against the others.

27. CONDITION OF THE PREMISES AT THE END OF TENANT'S OCCUPANCY: At the end of LESSEE's occupancy, LESSOR must complete a termination inventory checklist to assess damages that LESSOR claims were caused by the LESSEE. This includes unpaid rent, unpaid utilities, and damages beyond reasonable wear and tear. LESSEE may ask to be present when the termination inventory checklist is to be completed. LESSOR must mail to the LESSEE, within 30 days of LESSEE's termination of occupancy, an itemized list of damages claimed for which the security deposit may be used—provided, of course, that the Tenant has given a forwarding address.

28. 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 Champaign-Urbana telephone directory, or through dialing directory assistance, or provided to the LESSOR.

29. 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.

30. TERMINATION: LESSEE shall not have the right to terminate this lease except by written consent by the LESSOR.

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 additional locks or other similar devices shall be attached to any door without LESSOR's written consent.

3. LESSEE shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the premises any inflammable fluids or materials which may be hazardous to life or property.

4. Hallways, stairways and elevators shall not be obstructed or used for any purpose other than ingress and egress from the building. Children are not permitted to play in the common areas. LESSEE may not store any items in the hallways or common areas of the building.

5. Operation of electrical appliances or other devices which interfere with radio or television reception is not permitted.

6. LESSEE may not barbeque or operate cooking equipment on porches or balconies.

7. LESSEE shall not dispose of 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.

8. 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.

9. 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 and shall see to it that garbage container lids are fully closed and secure at all times.

10. LESSEE shall not install a waterbed or any other unusually heavy item of furniture without prior written permission from LESSOR.

11. LESSEE shall not interfere in any manner with the heating or lighting or other fixtures in the building nor run extension cords or electrical appliances in violation of the Building Code.

12. **Cable/Internet/Phone:** LESSOR is not responsible for providing necessary Cable, Internet, and/or Phone outlets in the leased premises. All costs that are incurred with installing any such services listed above will be become sole responsibility of the LESSEE.

13. **You must notify your landlord 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 landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure.**



**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. Tenants must also receive a federally approved pamphlet on poisoning prevention.

Landlord's Disclosure

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

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

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

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

(i) _____ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):

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

Tenant's Acknowledgment (initial)

(c) _____ Tenant has received copies of all information listed above.

(d) _____ Tenant has received the pamphlet Protect Your Family From Lead In Your Home.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the landlord of the landlord'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

LESSOR: BMI Management
LESSEE: XXXXXX
Lease Dated: 2/18/2009
Lease Start Date: 07/30/2009
Lease End Date: 07/30/2010

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 residents.
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 ON PAGE 6]



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 + \$10/day 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