

CUNNINGHAM TOWNSHIP BOARD

Monday, December 8, 2025

6:30 p.m.

400 S. Vine Street, Urbana, IL 61801

AGENDA

- 1) **ROLL CALL**
- 2) **APPROVAL OF MINUTES**
- 3) **ADDITIONS TO THE AGENDA**
- 4) **PUBLIC PARTICIPATION**
- 5) **REPORTS OF OFFICERS**
- 6) **NEW BUSINESS**
 - a) **Resolution No. T-2025-12-023R:** A Resolution Authorizing the Supervisor to Sign Leases for HACC-funded Emergency Housing Support Services
 - b) **Resolution No. T-2025-12-024R:** A Resolution Authorizing the Supervisor to Sign an Agreement with Friend In Me for Homeless Services
 - c) **Resolution No. T-2025-12-025R:** A Resolution Authorizing the Supervisor to Sign an Agreement with Busey Bank (Additional Credit Cards)
- 7) **ADJOURNMENT**

RESOLUTION NO. T-2025-12-023R

**Resolution Authorizing the Supervisor to Sign Leases for
HACC-funded Emergency Housing Support Services**

WHEREAS, both Cunningham Township Supervisor's Office (CTSO) and the Housing Authority of Champaign County (HACC) affirm that housing is a fundamental human right.

WHEREAS, with the rising cost of living and a decline in supply of affordable housing, there is an increase in residents experiencing housing precarity and homelessness; and

WHEREAS, Cunningham Township operates a successful Bridge to Home program providing housing supports for hundreds of low income and housing insecure residents every year; and

WHEREAS, HACC is a designated Moving to Work (MTW) agency under the U.S. Department of Housing and Urban Development's demonstration program and MTW Activity 2025-03 is for Emergency Housing Support Services to expand services for individuals and families experiencing literal homelessness in Champaign County; and

WHEREAS, HACC selected Cunningham Township to be a recipient of \$367,760 in funding for residents experiencing homelessness and on September 25, 2025 the HACC board and on October 13, 2025 the Cunningham Town Board approved an MOU between CTSO and HACC on for such funds; and

WHEREAS, to implement this program, CTSO needs to sign leases with landlords in Champaign County;

NOW THEREFORE BE IT RESOLVED by the Township Board of the Town of Cunningham approves this Resolution authorizing the Township Supervisor to sign necessary leases and agreements with landlords and property managers to implement this program within the limits set within the Cunningham Township budget, including but not limited to, those attached to this resolution.

Approved this December 8, 2025 by the Township Board of the Town of Cunningham, Champaign County, State of Illinois.

Darcy Sandefur, Town Clerk

DeShawn Williams, Chair

Ryan Kelsey

This lease made this ~~Monday September 7, 2025~~, by and ~~with [redacted]~~ (hereafter referred to as tenant(s)), and **Ryan Kelsey**, (hereafter referred to as landlord).

The landlord hereby leases to Tenant(s) the premises known and described as: ~~117 S. Lanore Street, Illinois 61802~~, beginning ~~September 2nd, 2025~~ and ending on ~~August 31st, 2025~~ at 10:00 AM. Payable as follows:

- 12 Full months rent for duration of lease beginning with ~~[redacted]~~ rent payment.
~~50,000~~ Security Deposit due in full ON or BEFORE Lease Signing
Security Deposit will be forfeited if tenant does not take occupancy as per the lease term stated above.

LANDLORD CONTACT INFORMATION:

You may contact the property manager, **Ryan Kelsey**, by phone at 773-425-8856 or by email at ryan_kelsey@hotmail.com, should you require maintenance repairs or have any questions or concerns. Tenant is not to contract outside services for the repair or maintenance of said property, or pay out of pocket expenses with the expectation of reimbursement, without the consent of the Owner or their representative.

RENT

The lease shall be effective from ~~September 7th 2025~~ to ~~August 31st 2025~~ with a total of ~~\$12,500~~ due for the term of this lease. Rent for the above referenced location is payable in monthly installments of ~~\$1,000~~ due and payable in advance on the first day of every month **payable to: Ryan Kelsey** Rental amount is for the premises and is not affected by whether or not a Tenant moves out. Full rental amount is due the first of each month. Tenants further agree to pay a late charge of \$50.00 if rent is unpaid on the 6th day of the month. **Rent should be mailed or dropped off to: Marine Bank c/o Ryan Kelsey. 2 locations: 2434 Village Green Place or 1001 S. Neil St. Champaign, IL.**

Rent can be paid by money order, cash, check or certified check. If a personal check is returned for any reason, following rents must be paid by money order or cash. Failure to pay rent in a timely manner or attempted use of the damage deposit as the rent is unacceptable. Any payment received will always be first applied to outstanding balances, late fees or other charges, with the balance of payment applied to the rent due.

RESIDENTS:

Tenant agrees to use the dwelling as living quarters for the following people

The landlord's permission is required for anyone moving into or out of the residence. Occupancy by any other personal shall be a violation of the terms of this lease.

SECURITY/DAMAGE DEPOSIT:

Tenant has posted with the Landlord a security deposit of _____ (Date _____ Check # _____ Cash _____). NOTE: This may not be used to pay rent under any circumstances. Said deposit will be refunded within 30 days of vacating property at the end of the lease term, if there is no damage beyond ordinary wear and depreciation, and all rent and other charges are paid in full and

provisions of the rental contract are complied with. Charges for any cleaning/repairs when tenant moves out will be deducted from said security deposit.

Damage deposit made by tenant may be released subject to the following:

1. Formal written notice has been received regarding departure
2. The entire dwelling including Range, Refrigerator, Bathrooms, Closets, Cupboards, Garage, Outbuildings are clean and the refrigerator is defrosted. Carpeting is vacuumed and shampooed. Tile/vinyl floor areas should be washed and cleaned. All rubbish removed from the premises and the yard mowed (if a responsibility of the tenant)

ENTRY INTO PREMISES

Landlord reserves the right to enter the premises and to authorize such re-entry by any agent or employee of the Landlord for the purpose of repair, or to show home to prospective buyers or prospective tenants. Such entry shall be made only at reasonable times and with proper notification to tenant (preferably 24 hours), except in cases of emergency or in the event of surrender or abandonment of premises by tenant. When notification is given about projected unit vacancy, tenant and landlord will work out a schedule for showing that is mutually acceptable by both parties. If, however, a special circumstance arises that a prospective tenant/buyer needs to be shown the property outside of the pre-arranged time, proper notification will be given to current tenant (again, preferably 24 hours).

PAINTING/WALLPAPER

Tenant is not to paint or wallpaper without written permission of landlord first.

WINDOWS/SCREENS

Any windows or screens broken or torn will be the responsibility of the tenant and will be paid for by the tenant. Contact landlord for repair replacement. Landlord will not provide screens for windows that do not have them.

PLUMBING

Plumbing problems (stopped up toilet, slowed drains, etc.) caused by tenant will be paid at the tenant's expense. Source of problem will be determined by the plumber (i.e. toys in toilet, tampons, excessive hair in drains, etc). Tenant should first try and fix problem by using commercially available products (i.e. Draino, or other related products by following product's direction). No grease shall be permitted to go down the drains.

CARS & PARKING

All cars at all time should be parked in the driveway, not in the yard or any other area, nor should any repairs take place on premises.

PROPERTY UPKEEP

Tenant agrees not to permit any deterioration of the property during the period of this agreement and is liable for any damage personally caused to the premises, due to neglect. Tenant acknowledges specific responsibility for replacing and/or cleaning filters on air conditioning and heating units. Tenant is responsible for, and agrees to pay for, any damage done to the interior of the unit due to negligence on the tenants part. Lawn care and snow removal are the responsibility of the tenant. **Owner requires that the**

tenant make sure that the smoke detector and carbon monoxide detector have full batteries and are in good working order at all times.

COURT COSTS & COLLECTION FEES

Tenant will pay costs and reasonable attorney's fees (including costs of appeal) incurred by the owner in enforcing by legal action or otherwise any of the owner's rights under this agreement or under any law of this state. Any charges made necessary for collection of amounts due under this contract, including charges for subcontracting, witness charges, and other testimonial charges will be paid by Tenant.

PETS:

Tenant can have cat/dog on the premises pursuant to landlord approval of breed and size. Pet is to be declawed, clean, and well kept. Damage caused by pets will be deducted from security deposit.

QUIET ENJOYMENT:

Tenant agrees not to use any part of said dwelling for any unlawful or immoral purpose, not to play musical instruments or radio, tape, CDs or television set loud enough to disturb neighbors, nor violate any regulations of the Board of Health, City or County ordinances. Failure of landlord to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation. The tenant acknowledges that the presence of the police at the premises disturbs the quiet enjoyment of all other tenants and makes other tenants feel unsafe. Both the tenant and landlord want a place where everyone feels safe and secure. The parties all want a place which is free of crime.

SMOKING

Tenant agrees not to smoke cigarettes, cigars, pipes, or any other forms of smoking inside the residence. All smoking is to be done outside, or in garage, regardless of weather conditions. There will be a \$500 clean up fee assessed for smoking inside.

LEASE TERMINATION

If tenant is active duty in the United States Armed Forces and receives orders for move or deployment, the lease will terminate without penalty. Tenant will be responsible for submitting a 30-day written notice of termination and will be responsible for cleaning, and normal move-out procedures will apply regardless of reason for lease termination.

PARTIAL PAYMENTS:

The acceptance by the Landlord of partial payments of rent due shall not under any circumstances, constitute a waiver of any rights of Owner to collect further rents or proceed with eviction should it be necessary.

ABANDONMENT:

In the absence of formal written notice of an intended absence within the provisions for timely rent payment, if the premises are left unoccupied for 15 days while rent is due and unpaid, the Landlord is authorized to take immediate possession, placing the tenants property into storage at a site of the owners' choosing and at the tenants expense at a daily rental charge not to exceed \$15 per day. The owner will have a lien on all personal property in an amount sufficient to repay landlord for all charges, losses and damages

by the tenant. At landlord's option, the landlord may take possession of abandoned personal property as full liquidated damages disposing of the personal property as the landlord wishes without recourse.

IMPROVEMENTS:

Tenant has had ample opportunity to inspect the home and is taking it in "as is" condition. Tenant is not accepting this home expecting renovations or additions be paid for by the landlord. Tenant has examined the premises, and included personal property, and found no defects including any environmental conditions and tenant accepts said premises and personal property as being in good, safe and clean condition and repair. Mold is controlled by moisture, temperature and sanitary housekeeping and tenant must notify landlord if any such conditions arise. No additions or alterations to the premises shall be made without the written consent of the Landlord (including satellite dishes) and any improvements, additions or alterations approved will become part of the property herein leased. Tenant agrees not to change any lock or add any lock to the premises. Landlord must, at all times, have current keys to the home. Resident agrees to keep the premises locked when they are absent to protect the property. Tenant may not remodel or paint or structurally change, or remove any fixture without written permission (email is fine) from the Landlord.

PEST CONTROL:

Tenant acknowledges that the premises is free of pests at time of occupancy and is now fully responsible for keeping the premises free of pests (including ants, cockroaches, and fleas) and to pay for all pest control.

INSURANCE:

Landlord/Owner shall not be liable for any loss of personal property by fire, breakage, theft, burglary or otherwise from said premises, or any accidental damage to persons or property in or about the property. Tenant agrees to make no claim for any such damages or loss against Landlord/Owner. Landlord/Owner does not maintain insurance to cover loss of personal property owned by the Tenant. Tenant is responsible to obtain renter's insurance to cover liability and damages to personal items. The tenant is strictly liable for the condition of this property including any damages caused by invited guests.

UTILITIES

Tenant is responsible for and will need to contact utilities immediately and have the utilities put in their name on or before the commencement of the lease*. This includes water, cable, trash, internet, phone, gas, electricity and sewer*.

*Urbana and Champaign Sanitary district may require the sewer bill to be addressed to the property owner (landlord). In this event, the sewer bill will be forwarded to the tenant, and tenant will include payment along with the next rent payment due.

(Tenant understands and agrees that these utility bills are their responsibility. Nonpayment of any of these bills will be considered a breach of the rental contract.)

APPLIANCES:

Appliances located at this premises are checked below and must remain in the home the duration of the lease and thereafter. HOWEVER, If the home has a

washer/dryer in it - they are "as is" and will not be serviced and/or replaced.

- Dishwasher Lawn Mower
- Stove/Oven Freezer
- Disposal
- Refrigerator
- Washer/Dryer
- Microwave

VACATING PROPERTY:

Tenant agrees to surrender the premise and personal property included with the home, at the conclusion of this lease in the same condition as they were on the date of this agreement excepting only normal wear and tear or will be charged accordingly using first the monies paid for security deposit. All keys must be returned to Landlord upon termination. All carpets will be professionally cleaned by the tenant prior to move-out, or if carpets are cleaned by the landlord the cleaning will be charged to the security deposit paid by the tenant. All utilities paid by the tenant should be turned off effective on the date of lease termination.

REAL ESTATE TAXES:

Lessee shall be liable for the payment of real estate taxes with respect to the residence in accordance with the terms and conditions of Section 15-175 of Property Tax Code (35ILCS 200/15-175). The permanent real estate index number for the premises is _____, and, according to the most recent property tax bill, the current amount of real estate taxes associated with the premises is _____ per year. The parties agree that the monthly rent set forth shall be increased or decreased pro rata (effective January 1 of each calendar year) to reflect any increase or decrease in real estate taxes. Lessee shall be deemed to be satisfying Lessee's liability for the above mentioned real estate taxes with the monthly rent payments as set forth above (or increased or decreased as set forth herein).

By signing this document you warrant that you understand all the terms and conditions under which the owner has agreed to rent you the premises. Tenant understands that the owner is relying on the statements made on the "Rental Application" and made a part of this lease, as an inducement to enter this rental contract. Should resident have falsified any information contained on the rental application, Owner has the right at any time hereafter, to declare this contract null and void and to terminate this contract.

Accepted:

Tenant:

By: Ryan Kelsey

1

MOVE OUT PROCEDURES

Most of the charges tenants are assessed at the end of their lease is due to cleaning. Our goal is to give you the information needed so you can clean the home to our expectations so you receive your full security deposit back and we have a 'RENT READY' unit when you are gone. If you want to schedule a pre-move out inspection, feel free to give us a call. Otherwise we will inspect the property once vacated and inform you of any deposit deductions.

Here is a guideline for what needs to be done :

- *Remove all personal belongings from the house*
- *Remove all trash from the house*
- *Wipe down window sills*
- *Wipe down all outlet switch covers*
- *Wipe down ceiling fans*
- *Clean walls and doors of dirt and scuff marks*
- *Remove all nails from the walls*
- *Wash all windows inside and out.*
- *Thoroughly clean bathroom to include toilet, tub, sink, floor*
- *Kitchen cupboards cleaned inside and outside*
- *All sinks cleaned*
- *Stove top and oven cleaned*
- *Refrigerator emptied, wiped out and freezer defrosted*
- *Visible markings on walls and closets cleaned*
- *Vinyl, linoleum or wood floors need swept and mopped.*
- *Carpets need vacuumed THEN shampooed (Tenant will be charged \$250.00 out of the security deposit if carpets are not shampooed)*
- *All debris (including pet debris) must be removed from the lawn*
- *Mow lawn*

Prior to leaving, call Katie Kelsey and inform her that you are leaving. You must be out of the home by 10:00am on the last day of your lease. Leave all keys, garage door openers and a forwarding address on the kitchen counter.

Make sure that you have put a forwarding address on file with the Postal Service. All utilities must remain in your name until the last day of the lease regardless of when you physically depart unless prior approval is granted by Katie Kelsey.

Any personal items left at the premises after termination of the lease will be removed and disposed of at the Landlord's discretion and at the expense of the tenant.

LEASE AGREEMENT

Lessor and Lessee, as hereinafter identified, hereby enter into a Lease Agreement for the following described premises upon the terms and conditions as provided for herein on this date: _____

ADDRESS: _____

LESSOR: KR Rentals as Agent for: D & D Apartment Rentals, LLC
1505 East Washington
Urbana, IL 61802
(217) 796-0347
info@krrentals.com

Make checks payable to: D & D Apartments
Put your address in the memo line

LESSEE: _____ Social Security # _____
_____ Social Security # _____

LEASE TERM: 3:00 p.m. on _____ to 9:00 a.m. on _____

RENTAL PAYMENTS: Lessee agrees to pay to Lessor as rent for the foregoing premises the sum of \$ _____ payable as follows:

\$ _____ due on _____ and

\$ _____ on or before 1st day of each and every month thereafter until _____ at which time the final payment of \$ _____ is due.

A late fee of 5% or \$ _____ will be charged if the rent is not received before 8am on the 6th of the month.

FAILURE OF LESSOR TO INSIST UPON COMPLIANCE WITH THE TERMS OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER OF ANY VIOLATION.

LESSOR AND LESSEE FURTHER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

- POSSESSION:** Lessor will deliver the premises in good, clean condition on the **lease start date**. The Lessee will return the premises in the same good, clean condition on the **lease end date**. Lessee has inspected the premises and furnishings therein and knows the condition thereof, and acknowledges receipt of premises in good, clean condition. Within seventy-two (72) hours of the start of this lease a completed and signed inspection report must be submitted to Lessor by Lessee. If no inspection report is turned in within the allotted seventy-two (72) hours, Lessor will assume there are no problems that should be brought to Lessor's attention and any repairs needed will be the responsibility of the Lessee. If the premises are not delivered on the start date of this lease, or within seven (7) days, Lessee may void this agreement with a full refund of all monies paid to Lessor.
- OCCUPANCY:** The premises identified shall be occupied and used by Lessee for residential purposes only and be occupied by only the Lessee and the following individuals (children):

LEASE AGREEMENT

_____. The premises may not be sublet without the written consent of Lessor. Lessor shall consent to said subletting providing that the proposed sublessee would qualify as a tenant under Lessor's current standards. In the event of an agreement to sublet, Lessee shall remain liable under this lease in the event that sublessee defaults in regard thereto. Lessee is responsible/liable for conduct of his/her guests and occupants of the premises. Acts of guests and occupants in violation of this agreement or rules and regulations, may be deemed by Lessor to be a breach of lease by the Lessee. Lessee may entertain guests but no guest shall stay long enough to be considered an occupant. Lessor has the right to bar individuals from the property for violation of any of the terms of this lease or criminal activity. This lease may not be assigned or any portion of the premises sublet by Lessee without the prior written consent of Lessor. In the event that there is more than one Lessee on this lease, all of the Lessees will be held jointly liable for all monies that may become due and owing under the lease.

3. **UTILITIES:** Lessee is responsible for paying the following utilities: x electricity; 0 gas; 0 water; 0 sewer(we will bill you); 0 garbage; 0 recycling
4. **FURNISHINGS:** This property includes stove, refrigerator, 0 microwave; 0 disposal; 0 dishwasher; X;washer; X dryer; x window treatments; X air conditioning; ___ A/C remote. X TV & remote.

x unfurnished, no furniture provided.

_ furnished _ couch; _ loveseat; _ coffee table; _ end table; _ lamp; _ tv table; _ table & _ chairs; _ full size bed; _ dresser

5. **PAYMENTS:** All payments provided for herein shall be made to Lessor at 1505 E. Washington, Urbana or directly to such other place as the Lessor may have in writing. Rent is due on the 1st of the month. Payments that are mailed must be postmarked by the 1st of the month. If paying the rent in person, rent must be received by Lessor no later than 5:00pm on the 5th of the month. Write the address you are paying for on the face of your check. Late fees must be paid in the month in which they accrue. Payments will be applied to the oldest charge first. NSF charges are assessed regardless of the reason for the NSF. There is a \$25 fee for any returned check. Two NSF checks during any lease term will put all Lessees on this lease on a money order only basis.
6. **DEPOSIT:** A security deposit in the amount of \$ _____ shall be paid to Lessor prior to the occupancy and possession by Lessee to guarantee the performance of the terms of this lease by Lessee; It being expressly understood and agreed between Lessor and Lessee that this deposit will be returned, less any deductions or adjustments permitted herein, to Lessee within thirty (30) days after the end of this lease and Lessee vacates the premises. The amount of the security deposit to be returned shall be decreased in the amount of any damage to the premises that occurred during the term of the lease, excepting fair and reasonable wear and usage. Lessee will be responsible for the cost of cleaning the premises and having the carpets cleaned. Unpaid utility bills shall be damages in the amount owed. Default in performance in any of the terms of this lease shall also be construed to be damages. It is expressly agreed between Lessee and Lessor that this security deposit shall in no way restrict Lessor in any and other remedies that Lessor may have in terms of this lease, and that the damaged items stated herein shall not be construed to or in any way limit other damage claims. The security deposit shall not be used as payment of rent for any month of the lease term.

LEASE AGREEMENT

7. **ACCESS:** Lessor and his agents have the right to free access at reasonable times for, but not limited to: inspections, maintenance, pest control, or showing of the property. All city, state & federal ordinances will be observed. Lessor will notify Lessee the day before showing the unit. Maintenance requests will be handled without prior notice unless specified by Lessee.
8. **DEFAULT:** The Lessor may terminate this lease upon the failure of the Lessee to pay an installment of rent when due and the Lessee's failure to remedy the same before the expiration of a five (5) day written notice to the Lessee. Also, the Lessor may terminate the lease upon the happening of any one or more of the following events and Lessee's failure to remedy the same before the expiration of a ten (10) days' written notice to the Lessee:
- (a) The making by Lessee of an assignment for the benefit of creditors;
 - (b) The doing or permitting to be done by the Lessee of any act which creates a mechanic's lien or claim therefore against the land or building of which the leased premises are a part;
 - (c) If proceedings are instituted in a court of competent jurisdiction for the adjudication as a bankrupt or insolvent or for the appointment of a receiver of the property of Lessee, and said proceedings are not dismissed within thirty (30) days after the institution of said proceedings;
 - (d) The failure of the Lessee to perform any other of its covenants hereunder.

Lessee will also be responsible for any 5 day fees that may be charged for delivery.

9. **VACATED:** In the event that the leased premises shall be vacated during the said lease term by Lessee, Lessor may take immediate possession thereof for the remainder of the term and in Lessor's discretion re-let the same and apply the proceeds received against the amounts due for lessee. The Lessee will remain liable for the unpaid balance of the rent not recovered by subletting and for the payment of reasonable expenses incurred in such subletting by Lessor. Lessee is responsible for the cost of all storage, moving, etc. expenses.
10. **UNTENANTABLE:** In the event that the leased premises shall be rendered untenable by fire or other casualty, Lessor may at Lessor's option terminate this lease or repair said premises within thirty (30) days and failing to do so, or upon destruction of said premises by fire or other casualty, the term of this lease shall cease and terminate at no further liability to Lessor or to Lessee. If the Lessor repairs the premises within thirty (30) days, then the rent shall be abated for the period of time that the premises was untenable.
11. **PETS:** No pets or animals shall be allowed on the premises without written permission of the Lessor by attached Pet Agreement.
12. **KEYS:** Lessee will be given the following keys at the beginning of this lease (keys shall be picked up after 3pm on the move in date):
- | | |
|-------------------------------|------------------------------|
| <u> </u> Front door key | <u> 0</u> Security Door key |
| <u> 0</u> Laundry Key | <u> 0</u> Mail box key |
| <u> 0</u> Garage door opener | <u> 0</u> Garage door key |
| <u> 0</u> Other | |

These keys and any other keys signed out to this unit shall be returned at the end of the lease. If any key is not returned, the Lessee will be responsible for the cost of changing the locks. Standard

LEASE AGREEMENT

maintenance rates and cost of materials will apply. Should the Lessee lose a key, it shall be the responsibility of the Lessee to pay for any applicable charges. Do not break into the premises.

13. **YARD CARE:** Lessee agrees, during the term of this lease, to keep and maintain the yard and lawn on the premises of this lease. Provided, however, the Lessee shall not be responsible for the loss of plants, shrubs, or lawn so long as such loss is not caused by any intentional conduct on the part of the Lessee, members of their family, or others using or upon said premises at their invitation. If the yard is not maintained, then Lessor will give forty-eight (48) hours notice, then Lessor will mow/clean the yard and standard maintenance rates will apply.

___ Lessee is responsible for lawn care; X Lessor is responsible for lawn care

14. **RENTERS INSURANCE:** Lessor strongly recommends Lessee obtains Renter's Insurance. Lessor's insurance does not cover any personal property of the Lessee.
15. **END OF LEASE:** Lessee shall surrender leased premises at the end of the term hereof in the same condition as received. Should lessee fail to vacate at the termination of this lease, Lessor is entitled to double rent due and payable for every day or fraction of day past the termination date. Failure to be checked out by lease termination time will result in an additional late check out charge of \$100.
16. **CARE AND CONDITION:** Lessee shall not display signs, exterior lights, or markings. No awnings or other projections shall be attached to the outside of the building. No goods/materials of any kind/description which are combustible or would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation, may be taken or placed in a storage area or the residence itself. Smoke detectors must be working correctly at all times (do not remove the batteries). Storage in all such areas shall be at Lessee's risk and Lessor shall not be responsible for any injury or loss. Garages shall not be used for automotive body or paint work. Lessee may not remodel or paint or structurally change, nor remove, any fixture there from without written permission from Lessor. When hanging items on the walls, please use small nails, tacks or small screws. Do not use poster putty or large nails, screws, etc. There may be no installing of any appliance such as but not limited to: dishwashers or air conditioners without written consent of Lessor. Lessee shall provide sufficient heat at all times to prevent freezing of water pipes on the premises. (60°F and above).
17. **ATTORNEY'S FEES:** Lessee agrees to pay reasonable costs incurred by Lessor to collect this debt. This includes, unless prohibited by law, filing fees, court costs, collection agency costs, service fees and other related collection costs or contingencies. The defaulting party hereunder shall be liable to the non-defaulting party hereunder for its reasonable attorney fees occasioned by default under this lease agreement.
18. **LEASEHOLD HOMESTEAD EXEMPTION:** Tenant shall be liable for the payment of real estate taxes with respect to the residence, in accordance with the terms and conditions of Section 200/15-175 of Chapter 35 Illinois Compiled Statutes, as amended (35 ILCS 200/15-175, (1994). The permanent real estate index number for the property is N/A to be fully satisfying Tenant's liability for said real estate taxes through the monthly rent payments as set forth in the attached lease.

LEASE AGREEMENT

- 19. **PARKING:** Parking is only allowed on the paved or prepared parking surfaces. No unlicensed or inoperative vehicles may be parked on or around the property. Lessor has the right after seven (7) days written notice to remove said vehicle at the owner’s expense. There are no assigned spots unless specified in writing by Lessor by attached parking lease.
- 20. **MAINTENANCE;** Any maintenance requests should be directed to Lessor as soon as possible to prevent any excess damage or problems that may be avoided with proper care. (217) 769-0347.

All rules in the attached Rules & Regulations are an extension of this lease and if broken will constitute a breach of lease. If the covenants of this lease are broken, it is grounds for termination of tenancy. This lease can only be changed in writing, signed by both Lessor and Lessee. Lessor has made no promises except those in this lease. Any false information found on the rental application at any time during the term of this lease is cause for Lessor to terminate this agreement.

The failure of Lessee to perform the foregoing covenants, or any of them, shall constitute a breach of this lease, and Lessor may, under due process of law, evict Lessee from said leased premises and may pursue any other remedy either at law or in equity. All covenants and agreements of this lease shall be binding upon and inure to the benefit of the heirs, executors, administration and assigns of the Lessor and Lessee.

The afor mentioned lease has been read by the Lessee and any questions have been answered by Lessor. In consideration of the mutual covenants and agreements stated herein, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the above-described premises upon the terms and conditions as designated hereinbefore, each of the undersigned Lessees being jointly and severally liable hereunder.

Lessee Date

Lessee Date

Lessee Date

Lessee Date

KR Rentals Date

LEASE AGREEMENT

Rules and Regulations

Contact numbers:

Office (217) 769-0347

Emergencies:

9-1-1

ALWAYS PUT YOUR ADDRESS ON YOUR CHECKS!!!!!!

Maintenance: If you need repairs done, please call (217) 769-0347 or email them to info@krrentals.com. A notice should be left at your residence once someone has been there to check on the problem. After hours emergency line is (217) 769-0347

Regular business hours are 9am-430pm Monday-Friday, unless otherwise posted.

Utilities: Should be in your name during the term of your lease. For your convenience, utility numbers are provided as follows:

Ameren IP (gas & electric)	1-800-755-5000
Illinois-American Water Co.	1-800-422-2782
AT&T	1-800-244-4444
Comcast Cable	1-800-COMCAST
Garbage Companies:	Illini Recycling 217-356-0648

***Note*:** You must give your telephone number and email address when you pick up your keys.

Rent Payment: Rent is due on the 1st day of the month. If mailed, your rent must be postmarked on or before the 1st. If you drop off your rent in person you must have the rent dropped off before 5 pm on the 5th day of the month. Drop off rent at 1505 East Washington, Urbana IL 61802. Rent payments should be made payable to D & D Apartments. You may mail your rent to: KR Rentals 1505 East Washington, Urbana IL 61802

Keys: No one but you will be given keys to your residence. Should you lose your key, or lock yourself out, call either of the contact numbers for assistance. Under no circumstances are locks to be changed or additional locks installed by lessee. Further, we will not admit anyone into your apartment in your absence for deliveries, installations, etc.... You must make your own arrangements for getting these things taken care of.

Lock Out Charge: Applicable maintenance rates apply.

Lost Key Charge: Applicable maintenance rates and material charges apply.

Labor Charge: Landlord shall be entitled applicable maintenance rates for labor and for cost of materials from Lessee to make any repairs caused by negligence or willful act of the occupant or his/her guests or invitees.

Safety Check: You are provided working smoke detector batteries and a charged fire extinguisher at move in. We periodically come in to check these items (you will be given notice).

- If smoke detector batteries are missing, backward, or otherwise tampered with, you will be charged \$50. Tenant is responsible for changing batteries in smoke detector/carbon monoxide detector.
- If the fire extinguisher is tampered with or missing, you will be charged \$75.

LEASE AGREEMENT

- For damaged or missing smoke detectors \$50.
- For damaged or missing carbon monoxide detectors \$75.

Plungers: If you call us out to plunge your toilet and do not own a plunger you will be charged a minimum of \$125. Buy a plunger and try to use it before you call us.

Postal Service: The Postal Department requires your name on your mail box. Please attend to this promptly. They will not deliver mail until your name is on the box.

Insurance: The insurance carried by the building owner(s) covers the physical damage and liability on the grounds, building, etc., belonging to the owner(s). It does not cover any damages to your personal property and liability. Contact an insurance agent for details on rental insurance.

Occupancy: The number of occupants allowed is stated on your lease. No one else is allowed to live in your apartment/house.

Roommates: Lessor is not responsible for settling disputes among roommates.

Pets: No Pets or Pet Guests unless specified in writing by a pet agreement!!!

Parking: The apartment parking lot is for residents first. If you have guests, please have them park in specified areas. Do not park in the grass. If there is a question regarding where to park, ask at the office.

Utilities: It is the responsibility of the tenant to have and keep all utilities on during the course of the lease. It is also the responsibility of Lessee to report any water leaks as soon as they are noticed. Anytime gas can be smelled, call your power company immediately.

Laundry Facilities: The laundry room, where provided, is for your convenience and for resident use only. We would appreciate your help in keeping the area neat and clean. Remember, you are not the only person using this facility - leave it clean for your neighbor. Please report any problems with the machines to the office. Clean the lint filters on the dryers after every use. Do not leave clothes in the machines after the cycle is over, it is rude and inconvenient to other residents.

Initial _____

LEASE AGREEMENT

Flammable Materials: Under no circumstances are flammable fluids, fuels, explosives, etc. to be used or kept anywhere in the apartment community or rented property. **KEROSENE HEATERS ARE PROHIBITED!!!**

Pest Control: You are responsible for keeping your apartment free from unwanted pests. If fail to maintain your premises and prevent infestation, you will be responsible for the treatment of the same. You will also be charged if your infestation spreads to another apartment.

Be a good neighbor: Lessee and his/her guests will not disturb other residents/neighbors. The respectful consideration of other residents is expected at all times. Radios, stereos, televisions, etc., must be played at a level that does not interfere with your neighbor's quiet enjoyment of his/her home. If you can hear it outside your apartment, it's too loud. Keep bass levels low so as not to invade your neighbor's space. Residents are responsible for the behavior of their guests and for any damages caused by their guests.

Housekeeping: In order to avoid the "unwanted visitors" referred to in the paragraph labeled "Pest Control", please practice good housekeeping. The following are some basic suggestions in doing so:

- **Carpet/Floors:** Need to be vacuumed, swept and mopped frequently.
- **Kitchen Range:** Cook only in the kitchen - no hot plates in other rooms. Keep your range top and oven clean and free of grease and spills. A greasy, dirty range is a fire hazard. The range hood must also be kept clean and the filter/cover washed.
- **Breaker Box:** Each apartment has a breaker box. Please locate this box and know how to use it. If you have questions call the office.
- **Refrigerator:** Defrost when necessary - do not allow excessive frost build-up in the freezer. Wash interior periodically with warm, soapy water. The door seals should also be washed and kept clean in order for them to remain pliable and maintain the efficiency of the appliance.
- **Windows:** Make sure all windows are closed and locked when leaving your residence. Weather damage to drapes, flooring and furnishings will be your responsibility and charged to you.
- **Air Conditioners:** Do not turn them on in winter months, as operating in cold weather (when temp drops below 65 degrees) will damage the unit and any repairs needed to correct this type of damage will be your responsibility.
- **Showers:** #1- You must have a shower curtain. #2- Make sure shower curtains are inside shower at all times to prevent water damages for which you would be held responsible. Do not use adhesive decals in tub/shower. Periodically clean the hair from your shower drain. Hair backs up a drain and causes slow draining.
- **Toilet Stools:** Never flush any items that could cause the stool to be stopped up. These items include, but are not limited to: tampons, sanitary napkins, grease, toys, etc. ***Buy a plunger!!*** If we have to come to your apartment to plunge the toilet, there will be a minimum charge of \$125.

LEASE AGREEMENT

- **Drains:** Should it be necessary - due to negligence - to have a plumber or maintenance man unstop your toilet, drains or disposal, you will be charged for the call. Further, you would be liable for any damages to your apartment and/or neighboring apartment caused by overflow of drains of plumbing due to this type of negligence by you (lessee) or visitors/guests.
- **Trash Disposal:** All trash, garbage and rubbish must be properly bagged, tied and placed in the dumpster provided (at apartment buildings). Do not leave trash bags outside your premises for any reason. Use regular trash bags - not paper sacks! Do not allow trash to build up in the apartment -remove promptly. Single family tenants are responsible for obtaining trash service.
- **Screen Doors:** If Screen doors are damaged during the term of your lease, they will NOT be repaired or replaced
- **Furnace Filters:** Lessee shall be responsible for purchase and changing of furnace filters. If repairman has to be called out and they find the only issue to be a dirty/full filter, the Lessee will be charged any and all cost for the service call.

Wall Hangings: Use small nails only for hanging pictures, posters, etc. No adhesive stickers, hangers, poster putty or tape should be used, as they cause damage to the dry-wall and necessitate repairs for which you will be charged.

Heat: If you are going to be away over night or for an extended length of time during the winter months **-DO NOT TURN HEAT OFF!!** To prevent damages, for which you would be liable, (frozen water pipes) set the thermostat at no less than **60** degrees. Open the doors under all sinks to allow heat to enter.

Outdoor recreational: Any outdoor recreational items: swings, pools, trampolines, etc., must be approved in writing by KR Rentals.

End of the Lease: Please advise the office of the exact date and time you plan to move out. You will be given a move-out check sheet, which is what we use when checking out your residence. You should also receive a sheet detailing how to clean some of the most missed items. Remember, a full refund of your security deposit depends on the condition in which you leave your residence.

If you have any questions, please call us during regular office hours and we would be happy to talk with you.

Initial _____

LEASE AGREEMENT

Disclosure of Information on Lead-Based Paint and/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, lessors 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 lead poisoning prevention.

Lessor'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) _____ 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) _____ 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 below).

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

Lessee's Acknowledgment (initial)

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

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d 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.

Lessee Date

Lessee Date

Lessee Date

Lessor Date

Tenant Name
Urbana Estates
APARTMENT LEASE AGREEMENT

This Apartment Lease Agreement (hereinafter "Lease") is entered into this **12/3/2025**, by and between the Lessor: **Urbana Estates**, (hereinafter referred to as "Landlord"), and the Lessee(s): **Tenant Name**. All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

1. **GRANT OF LEASE:** Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located at, and described as:

Tenant Name
1004 S. Smith Rd #22
Urbana, IL 61802

2. **NATURE OF OCCUPANCY:** As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Tenant's family or others whose names and ages are set forth below. **No unapproved occupants and/or guests may occupy the apartment. Persons not listed below must not stay in the apartment for more than 7 consecutive days without management's prior written consent :**

TENANT NAME -

3. **TERM OF LEASE:** This Lease shall commence on xx/xx/xxxx and extend until its expiration on xx/xx/xxxx, unless renewed or extended pursuant to the terms herein.
4. **RENT PAYMENTS:** Tenant agrees to pay rent unto the Landlord during the term of this Lease in equal monthly installments of **\$1050**, said installment for each month being due and payable on or before the 1st day of said month.
5. **SECURITY DEPOSIT:** Upon execution of this Lease, Tenant shall deposit the sum of **\$1050** to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration of this Lease. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease. Tenant is not entitled to interest on the security deposit. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit. Upon expiration of this Lease, any unused portion of the security deposit shall be returned to Tenant if Tenant demands such in a writing (including forwarding address) received by Landlord within one month from date of Lease expiration. Within one month of receipt of said written demand, Landlord shall mail the unused portion of the security deposit (if any), and a schedule of cleaning/repair costs, to Tenant's forwarding address.

Late Fees: All rent is past due if not paid by 5:00 P.M. on the **5th** day into the respective rental period. Lessee agrees to pay a late fee of the equivalent of **10% on the rent charge** for any rent paid after 5:00 P.M. on the **5th** day into the rental period.



Lessee agrees to pay Lessor a **\$39.00 service charge** on all returned checks.

Please note that if rent payments are accepted late it does not alter the conditions of this lease. The landlord reserved the right to terminate this lease, and or any lease thereafter on the basis of non-payment of rent and all accrued late charges even if the tenure of payment has been allotted late by management in prior instances.

Tenant agrees that rent shall be paid in lawful money of the United States by (CASH IS NEVER ACCEPTED):

- Personal check, (**\$39.00 NSF Fee for returned check, personal checks will not be accepted once an NSF Fee has been charged to account**)
- ePay (online payment)
- Money Order
- Cashier's Check

Rent payments shall be made payable to **Urbana Estates** and mailed or delivered to the following address. All notices under this Lease and applicable law shall likewise be delivered to this address:

**Urbana Estates
1004 S Smith Rd #2
Urbana, IL 61802**

Tenant agrees that rent monies will not be considered paid until Landlord or Landlord's agent receives the rent monies, either by mail or by delivery to the above address. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid, and rent will be considered unpaid until actual receipt thereof. PERSONAL CHECKS WILL NOT BE ACCEPTED FOR ANY PAYMENT MADE PURSUANT TO EARLY TERMINATION BY TENANT- ONLY MONEY ORDER, CASHIER'S CHECK, OR CASH (PROVIDED THAT CASH IS A REGULARLY ACCEPTED FORM OF RENT PAYMENT) WILL BE ACCEPTED.

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

6. RENT INCREASES AND LEASE CHANGES

This community receives benefits under the Low Income Housing Tax Credit Program and this apartment is designated as a "tax credit" apartment. During the term of this lease the rental rate may be altered, either upward or downward, due to changes in maximum income and rent limits set for in the Parish where your residence is located by the Department of Housing and Urban Development, state Housing Finance Agency, and or /due to changes in Utility Allowances which are typically governed by the local/regional public Housing Authority. We will provide you with at least a 30-day written notice prior to the effective date of any increase. (A 60-day notice will be given (as required) if your household has Section 8 rental assistance or if a rent increase is greater than 10%). We give you written notice of rent increases of Lease changes effective when the lease term or renewal period ends, this Lease will automatically continue month-to-month with the increased rent or Lease changes. **Please note that if you remain on a month to month, your rent charge will increase to the max amount as per LITC guidelines.**

Income Certification: Lessee has completed and executed an Income Certification Form prior to execution hereof, and shall complete and execute further Income Certification Forms at Lessor's request at least annually hereafter. Upon request by Lessor, Lessee shall re-certify Lessee's household income to Lessor or any government or quasi-governmental agency in a manner satisfactory to Lessor, and shall complete any and all other certifications and supply further documentation with request to income and occupancy of the Premises as may be reasonably requested by Lessor. FAILURE TO PROVIDE ACCURATE AND TIMELY INFORMATION DURING CERTIFICATION OR RE-CERTIFICATION WILL CONSTITUTE A BREACH OF THIS LEASE, NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, NOTICE TO TERMINATE THIS LEASE DURING THE INITIAL TERM OR ANY RENEWAL TERM, SHALL NOT BE REQUIRED OF THE LESSOR IF THE LESSEE HAS MADE ANY MISREPRESENTATION WITH RESPECT TO THE INFORMATION REQUIRED TO BE PROVIDED LESSOR DURING



CERTIFICATION OR RE-CERTIFICATION.

7. CONSEQUENCES OF BREACH BY TENANT: If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease (breach by one tenant shall be considered breach by all tenants where Tenant is more than one person). In case of such breach, Landlord may, at Landlord's option, terminate this Lease by written notice of termination to Tenant, or by any other means allowed by applicable law. Tenant expressly agrees to vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice, regardless of any dispute that may exist regarding Tenant's breach.

Tenant expressly agrees and understands that upon Landlord's termination of this Lease, an early termination fee of \$3150 shall become immediately due, payable, and collectable. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

8. DELIVERY OF NOTICES: Any giving of notice under this Lease or applicable law shall be made by Tenant via email or in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail. Certified or registered mail is recommended. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant if when deposited in the mail addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

9. PROMOTIONAL DISCOUNTS: As special consideration for entering this Lease, Landlord has granted Tenant a certain one-time discount to rent in the amount of \$x. In the event Landlord terminates this Lease as a result of Tenant's breach thereof, or Tenant utilizes the early termination provision of this Lease, Tenant agrees to refund to Landlord, in addition to other damages owed due to the breach or early termination, the amount of the discount noted above.

10. UTILITIES: Tenant will provide and pay for the following utilities: Electric. Landlord reserves the right to charge for Water/Sewer charges, where applicable.

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

11. NOTICE OF INTENT TO SURRENDER: Any other provision of this lease to the contrary notwithstanding, at least thirty (30) days **prior to the normal expiration of the term of this Lease** as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. If said written notice is not timely given, the Tenant shall become a month-to-month tenant as defined by applicable law, and all provisions of this Lease will remain in full force and effect.

If Tenant becomes a month-to-month tenant in the manner described above, Tenant must give a thirty (30) day written notice to the Landlord of Tenant's intention to surrender the residence. At any time during a month-to-month tenancy Landlord may terminate the month-to-month Lease by serving Tenant with a thirty (30) day written notice of termination, or by any other means allowed by applicable law, including, but not limited to, a shorter period of notice. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

12. EARLY TERMINATION BY TENANT: If Tenant desires to terminate this lease before its natural expiration at the close of the lease term, Tenant shall be required to give written thirty (30) day notice of same, accompanied by full paid rent for the entire period of said thirty (30) day notice, plus an additional \$3150 as an early termination fee. Failure to physically



list the applicable amounts in the blanks of this paragraph does not represent a waiver of these amounts.

13. OBLIGATIONS AND DUTIES OF LANDLORD: Landlord shall:

- (a) Comply in good faith with all terms and conditions of this Lease, and with all applicable law.
- (b) Comply with the requirements of applicable building and housing codes materially affecting health and safety.
- (c) Maintain the dwelling unit, its plumbing, heating and/or cooling system, in substantially the same condition as at the inception of the lease, reasonable wear and tear excluded, unless the dwelling unit, its plumbing, heating and/or cooling system is damaged or impaired as a result of the deliberate or negligent actions of the tenant or those present with Tenant's knowledge or permission.

14. OBLIGATIONS AND DUTIES OF TENANT: Tenant shall:

- (a) Comply in good faith with all terms and conditions of this Lease, and with all applicable law.
- (b) Keep the premises as clean and as safe as the condition of the premises permits.
- (c) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in the premises.
- (d) Tenant is responsible for the replacement of batteries, air filters, bulbs.
- (e) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or permit any other person to do so. **Firearms discharged anywhere on the premises, accidental or not will result in immediate eviction.**
- (f) The number of occupants per unit is no more than 2 per bedroom.
- (g) Conduct himself/herself and require other persons on the premises to conduct themselves in a manner that will not disturb any neighbors' peaceful enjoyment of neighboring premises.
- (h) **A tenant shall not harass, obstruct, coerce, threaten or interfere with a landlord (which includes employees, vendors or contractors). A breach of this section may lead to immediate eviction.**
- (i) Inform Landlord of any condition of which Tenant has knowledge which may cause damage to the premises.
- (j) Maintain the dwelling unit in substantially the same condition, reasonable wear and tear excepted, and comply with the requirements of applicable building and housing codes materially affecting health and safety.
- (k) Not engage in any illegal activity upon the leased premises as documented by a law enforcement agency.
- (l) Pay the expense of replacing all keys related to the premises that are lost /damaged and shall return said keys to Landlord at the expiration or termination of this Lease. **Lock changes are only to be made by management at a cost of \$75.**
- (m) In the event that pets are permitted on property or in the absence of such permission, any existing pets grandfathered in or qualifying as service animals shall be subject to a zero-tolerance policy regarding fecal matter on the property grounds or unrestrained animals. Violation of this provision may result in immediate eviction proceedings.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.



15. RULES AND REGULATIONS: Tenant agrees to read and conform to the "Rules and Regulations" attached to this Lease, and any reasonable rule or regulation hereafter promulgated by Landlord. Tenant assumes responsibility for compliance with all rules and regulations for members of Tenant's family and Tenant's invitees, licensees, and/or guests, licensees, and/or guests.

16. NO SMOKING: THIS IS A SMOKE FREE FACILITY. The tenant shall not, and not permit anyone to smoke tobacco, or any other substance in any indoor setting of the premises, including common areas. Any violation shall be deemed a material violation of the Rental Agreement. Tenant in breach of this clause will be responsible for the reasonable costs of rectification of any damage caused for appropriate cleaning, fumigation, paint preparation, replacement of flooring, and or surface damage. Additionally, violators of this clause can be fined up to \$250 per infraction.

17. NO PETS: No pets of any kind, except aquatic or small caged animals, shall be kept or allowed upon the leased premises, or in any common area. Tenant agrees that any violation of this provision shall be considered a breach of this Lease.

18. NO ASSIGNMENT: Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.

19. TENANT INSURANCE: Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and any common areas from any and all damages.

20. CONDITION OF LEASED PREMISES: Tenant hereby acknowledges that Tenant has examined the leased premises prior to the signing of this Lease, or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that Tenant takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable law. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear accepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and slightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

21. ALTERATIONS: Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. Tenant shall not contract for work to be done without first placing monies sufficient to satisfy contract price in escrow account approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate. If a construction or mechanic's lien is placed on the leased premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien.

22. NO ILLEGAL USE: Tenant shall not perpetrate, allow or suffer any acts or omissions contrary to law or ordinance to be carried on upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises- whether known or unknown to Tenant.



22A. NOTICE OF INJURIES: In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

22B. CASUALTY LOSS: We are not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must-for 24 hours a day during freezing weather (1)keep the apartment heated to at least 50 degrees (2) keep cabinet and closet doors open (3) drip hot and cold water faucets. You will be liable for the damage to our and others property if damage is caused by broken water pipes due to you violation these requirements. If you ask our representatives to perform services not contemplated in this Lease, you will indemnify us and hold us harmless from all liability for these services.

23. DELAY IN REPAIRS: Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlords control, there shall be no effect on the obligations of Tenant under this Lease.

24. ABANDONMENT: Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid- whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable law, and terminate this Lease without notice to Tenant.

25. NOTICE OF ABSENCE FROM PREMISES: If Tenant is to be absent from the leased premises for seven (7) or more consecutive days, written notice of such should be served upon Landlord. If such absences are to be customary or frequent, the expected frequency and duration of absence should be summarily noted here:

Tenant expressly agrees and understands that absence from the premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same.

26. POSSESSION OF PREMISES: Tenant shall not be entitled to possession of the premises designated for lease until the security deposit, first month's rent (or prorated portion thereof) **and electric utilities have been transferred to Tenant name**, less any applicable promotional discount, is paid in full and the premises designated for lease is vacated by the prior tenant.

27. DELAY OF POSSESSION: Tenant expressly agrees that if by reason of the premises being unready for occupancy, or by reason of the previous tenant or occupant of the dwelling holding over, or as a result of any other cause whatsoever, Tenant is unable to enter and occupy the premises, Landlord shall not be liable to Tenant in damages.

28. MATERIALITY OF APPLICATION TO RENT: All representations made by Tenant(s) on the Application to Rent (or like-titled document) are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said Application, Landlord may deem Tenant to be in breach of this Lease.

29. MODIFICATION OF THIS LEASE: Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.



30. REMEDIES NOT EXCLUSIVE: The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable law.

31. SEVERABILITY: If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.

32. NO WAIVER: The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.

33. ATTORNEY FEES: In the event that Landlord employs an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay the attorney's fee, sheriff's fee and all expenses and costs incurred thereby.

34. HEIRS AND ASSIGNS: It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.

35. DESTRUCTION OF PREMISES: In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises is the same as being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the same were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises. **Landlord shall not be responsible to provide a place of dwelling to tenant during while repairs are being completed.**

36. EMINENT DOMAIN: In the event that the leased premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this Lease shall terminate on that date.

37. LANDLORD ENTRY AND LIEN: In addition to the rights provided by applicable law, Landlord shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premises or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.

38. ADDITIONAL PROVISIONS:

39. LEAD-BASED PAINT DISCLOSURE: 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, LESSORS MUST DISCLOSE THE PRESENCE OF KNOWN LEAD-BASED PAINT AND/OR



LEAD-BASED PAINT HAZARDS IN THE DWELLING. LEASES MUST ALSO RECEIVE A FEDERALLY APPROVED PAMPHLET ON LEAD POISONING PREVENTION.

Landlord states as follows:

The leased premise was constructed in 1978 or later.

The leased premise was constructed prior to 1978. Landlord has conformed with all federal requirements regarding lead-based paint disclosure including the completion and mutual signing with Tenant and any agents, of the Lead-Based Paint Disclosure Form attached hereto and incorporated into this lease as a part hereof. All associated information required by the Disclosure form (if any) was furnished to Tenant, and Tenant received the EPA pamphlet "Protect Your Family from Lead in Your Home."

40. APPLIANCES: Tenant will be provided with one stove and one refrigerator at the time of move in. Tenant will be responsible for said appliances, if tenant removes the appliances from the unit that has been assigned they will be fully responsible **AND WILL BE PROSECUTED** for any charges or fees related to the appliances.

Stove serial #: x

Refrigerator serial #: x

41. GOVERNING LAW: This Lease is governed by the **statutory and case law of the state wherein lies the leased premises.**

* * *

LANDLORD

Sign:

x

Landlord

TENANT

Sign:

x

TENANT

Sign:

x

TENANT

Sign:

x



RULES AND REGULATIONS

- **Parking:** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed by following applicable state law procedures. In the event a towed vehicle is yours, an occupants of your apartment, or your guest, or invitee, you shall be liable for the cost of towing. A vehicle is unauthorized or illegally parked in the apartment community if it:
 - Has a flat tire or other condition rendering it inoperable; or
 - Is on jacks, blocks, or has vehicle(s) missing; or
 - Has no current license or no current inspection sticker; or
 - Takes up more than one parking space; or
 - Belongs to a resident or occupant who has surrendered or abandoned the apartment; or
 - Is parked in a marked handicap space without the legally required handicap insignia; or
 - Is parked in a space marked for manager, staff, or guest at the office; or
 - Is parked in a space marked for other resident(s) or unit(s); or
 - Is parked on the grass, sidewalk, or patio; or
 - Blocks garbage trucks from access to a dumpster.

Curfew and Quiet Hours

In order to maintain a pleasant atmosphere and a nice place to live, a curfew has been enacted. Everyone should be inside his or her home after 10:00p.m. to avoid any trouble or misunderstandings. Any group gatherings outside after 10:00p.m., will not be tolerated and such groups will be asked to return to their homes or to leave the property. In connection with the curfew, Quiet hours will be enforced. Quiet hours are from 10:00pm and/to 8:00a.m. Loud and boisterous noise or any other objectionable behavior by any resident or their guest is not permitted and is an act of default under the terms and conditions of your lease and this addendum. Emphasized in paragraph 13.

Guests-

You are responsible for your guests' actions and activities. While they are visiting your guests are subject to the same Policies and procedures that apply to residents. Guests who, in the reasonable judgment of the management, have been disturbing the peace or residents, violating policies may be asked to leave the property and the resident will be written up. The use of fireworks, air guns, slingshots, rifles, handguns, or comparable items are prohibited. Residents are responsible for the conduct of their guest and assume financial responsibility for damage done to the premises, furnishings or property caused by their guests.

RESIDENTS AND THEIR GUESTS SHALL NOT LOITER NOR DRINK ALCHOLIC BEVERAGES IN THE PARKING LOT OR COMMON AREAS SUCH AS THE BREEZEWAYS, POOL, OR PLAYGROUND AREA, OR THE LAUNDRY ROOM. ILLEGAL DRUGS WILL NOT BE TOLERATED ANYWHERE ON THE PROPERTY. IF ANY RESIDENT OR GUEST IS FOUND WITH ILLEGAL DRUGS IN THEIR POSSESSION THE POLICE WILL BE IMMEDIATELY NOTIFIED.

SUSPICIOUS ACTIVITY AND NOISE

Anything that seems unusual or "out of place" could be criminal activity. Never attempt to apprehend a person committing a crime or to investigate suspicious activity. Leave any confrontations to the police. Not every stranger who enters the property is a criminal, but criminals do take advantage of activity in apartment communities by pretending to be legitimately involved in sales, repair, and service. If you see any solicitors in your area, contact the office.

In the interest of common courtesy, residents must refrain from loud or boisterous conduct which may annoy or disturb the peace and quiet of your neighbors. No loud disturbing noise will be tolerated at any time. No loud noise from musical instruments, radios and TVs will be tolerated at any time.

MAINTENANCE

Maintenance requests will be completed in a timely manner. Non-emergency requests will be completed between 8am to 5pm, Monday thru Friday, excluding holidays.

Maintenance is done on a regular and "as needed" basis. However, the only types of maintenance problems handled after hours or on weekends will be emergency maintenance. We define EMERGENCIES as situations such as:

- Fire
- Flooding
- Loss of electricity (not due to cut off for non-payment)
- Broken or nonworking doors, locks, exterior doors, or windows
- No heat (when temps are below 50 degrees)
- No air conditioning (when outside temps are above 90 degrees)
- No hot water
- Toilet(s) is not functioning, but only in the event that all toilets in the apartment are not functioning

All other repairs should be put in writing and delivered to the office. Please report all leaks and other similar emergencies immediately. After business hours, emergency maintenance requests can be reported to the answering service via the management office phone number. The on-duty maintenance employee will respond as quickly as possible.

We, our representatives, shall have the right to enter your premises during all reasonable hours to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the preservation or improvement of the building.

Residents will be financially responsible for maintenance problems they cause. Residents are not allowed to contract for repairs or make repairs themselves and then deduct the cost from their rent. Residents shall not change or install additional locks or fixtures without the written consent of the Owner and in the event consent is given, Owner must be furnished a key to all locks immediately after the respective lock is installed. Failure to comply with this rule will result in a \$150.00 maintenance fee being assessed for each incident.

Management initially installs all light bulbs. **Replacement is responsibility of the resident.** Alterations, modifications and additions must, out of necessity, be limited to those approved in advance by management. No item may be installed which requires defacing, drilling, or altering the walls, ceiling, cabinets or doors. Also, no radio or TV serial may be installed on the roof, exterior walls, fences or grounds except as set forth in the Lease documents. Residents are requested not to paint or wallpaper without approval.

Make sure to test your heater before using it. No storage is permitted in the furnace/hot water heater areas.

SINKS AND DISPOSALS

- **DO NOT** overload the disposal with food or put any foreign objects in it; coins, bones, nuts, bolts, soft drink tabs, banana peels, potato peels, celery etc will jam the appliance and may ruin the motor. Run COLD (not hot) water continuously to flush the disposal
- **Do not pour grease down the disposal or any drain.**
- Should the disposal not turn on try pressing the reset button located directly underneath the unit. Any service charges incurred as a result of your negligence will be charged to you.
- If the disposal is jammed. **DO NOT** use the dishwasher, the dishwasher and disposal share a common drain line, and the waste may drain back into the dishwasher.



PLUMBING

DO NOT put sanitary napkins, tampons, cotton swabs, paper towels and similar items will cause the toilet and drains to overflow. Do not overload the toilet with excessive toilet tissue or "flushable wipes"; this will also cause the toilet to overflow.

FREEZING WEATHER

- Drip all the faucets in your apartment in the event of freezing weather. Drip both **HOT** and **COLD** water.

WAIVER/SEVERABILITY CLAUSE.

No waiver of any provision herein, or in any community rules and regulations, shall be effective unless granted by the owner in a signed and dated writing. If any court competent jurisdiction finds that any clause phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not affect the validity of the remaining portions of this addendum, the Apartment Lease or any or any other addenda to the Apartment Lease.

GRILL POLICY

This policy regulates the use of charcoal and propane-fueled grills on the premises in compliance with local and state fire code requirements. Grills, including hibachi and similar devices, are strictly prohibited on balconies, under overhanging portions, or within 10 ft (3 m) of any building. Storage of grills on balconies or near the building is not allowed. Fixed charcoal and wood-burning grills are permitted only when located at least 25 ft from any building. Violation of this policy may result in lease termination or other appropriate action.

LANDLORD

Sign:

<u>X</u> Landlord

TENANT

Sign:

<u>X</u>	<u>X</u>	<u>X</u>
----------	----------	----------



DRUG AND CRIME FREE HOUSING ADDENDUM

The goal of this Addendum is to protect the Premises and Apartments as provided by law. At the time of this Lease and any extension thereof, Resident acknowledges and agrees that Resident, all occupants, and any guest or other person on the property with Resident's permission SHALL NOT:

1. Engage in any criminal activity, including drug-related criminal activity, on or near the property Premises. Drug-related criminal activity includes, but is not limited to the illegal manufacture of, sale of, distribution of, or use or possession with intent to use, manufacture, sell, or distribute a controlled substance (as defined in Section 102 of the Controlled Substances Act (32 U.S.C.802).
2. Engage in any act intended to facilitate criminal activity, including drug related criminal activity, on or near the Premises.
3. Permit the Premises to be used for or to facilitate, criminal activity, including drug-related criminal activity.
4. Engage in the manufacture, sale or distribution of illegal drugs, whether on or near property Premises, the Apartments or the Community or otherwise.
5. Engage in acts of violence or threats of violence including, but not limited to, the unlawful discharge of firearms, on or near property Premises.

VIOLATION OF ANY ONE OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND CAUSE FOR TERMINATION OF THE LEASE AGREEMENT.

By signing the Signature Page of this Lease and initialing below, Resident agrees and acknowledges having read and understood this Addendum.

Apartment Lease Contract, Urbana Estates

TENANT SIGN:

x _____

x _____

x _____

12/3/2025

Move out Provisions

MOVE OUT NOTICE. Before moving out you must give our agent advance **written move-out notice at least 30 days prior to move out date.** Your move out notice will not release you from liability for full term of the Lease or renewal term. You will still be liable for a early termination fee if you move out early.

YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

- **We must receive advance written notice of your move out date, by the 1st of the month.** The advance notice must be at least the number of days of notice required. However, if a move out notice is received on the first, it will suffice for move-out on the last day of the month of intended move out, provided that all other requirements are met.
- The move-out date in your notice may be the exact day designated in your notice, but you shall be liable for rent for the entire month.
- Your move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your lease.
- Your move-out notice must not terminate the Lease sooner than the end of the Lease term or renewal period if your lease has expired.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL THE ABOVE. You must use our **written** move out form. You must obtain from our agent a written signed acknowledgment that we received your move-out notice.

MOVE-OUT PROCEDURES. The move-out date cannot be changed unless we and you both agree in writing. You will not move out before the Lease term or renewal period ends unless all rent for the entire Lease term or renewal period in full. Early move-out may result in re-renting charges and acceleration of future rent. You will not stay beyond the date you are supposed to move out. All residents, guests, and occupants, must abandon the apartment before the 30-day period for deposit refund begins. You must give us and the US Postal Service, in writing, each resident's forwarding address.

CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms kitchen appliances, patios, balconies, garages, carports, and storage rooms. Additionally, you will be liable for reasonable cleaning charges-including charges for cleaning carpets (if present in unit). You will also be liable for any damages to the apartment as set forth in this lease. **Property dumpsters are not to be used for furniture or mattresses being thrown out. You will be charged the cost of the removal plus a \$150 fine if left in or outside the dumpster area.**

MOVE OUT INSPECTION. You should meet with our representative for a move out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representatives are subject to our correction, modification, or disapproval at our sole and complete discretion before final refunding or accounting.

SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. You will be liable for the following charges, if applicable: unpaid rent; unpaid utilities; service charges; repairs or damages caused negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke detector batteries; utilities for repaired or cleaning; trips to let in company representatives to remove your telephone or television cable and/or satellite services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or re-keying unauthorized security devices or alarm systems; agreed re-renting charges, packing removing, or storing, property removed or stored; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security alarm charges unless due to our negligence; animal-related charges under provisions of this lease or fines against us for violation by you, your occupants, or guests of local ordinances relating to smoke detectors, false alarms, recycling, or other matters, late-payment

and returned check charges; a charge for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus all costs, attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease.

DEPOSIT, RETURN, SURRENDER, AND ABANDONMENT. We will mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions as provided by State law.

You have *surrendered* the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment or (2) all apartment keys and access devices listed in paragraph (5) have been turned in when rent is paid-whichever date occurs first.

You have *abandoned* the apartment when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment (3) you have been in default for non-payment of rent for five (5) consecutive days, or water, gas, or electric service for the apartment not connected in our name has been terminated (4) you failed to give thirty days (30) notice of your intent to vacate as required in paragraph 10 you have not responded for two (2) days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned. An apartment is also "abandoned" ten (10) days after the death of a sole resident. If you abandon the apartment your security deposit is forfeited in full and you are liable for all damages to the apartment, all rent due including rent for remaining term of the lease, and call costs of reletting the apartment.

Surrender, abandonment, and judicial eviction ends your right of possession for all purposes and gives us the immediate right to regain possession of the apartment.

LANDLORD

Sign:

X _____
Landlord

TENANT

Sign:

X _____ X _____ X _____



MOVING INSTRUCTIONS

PLEASE USE THE FOLLOWING INSTRUCTIONS TO GUIDE YOU THROUGH THE PROCESS OF VACATING YOUR RENTAL HOME.

*Give a thirty-day written notice to a representative of **Urbana Estates** . This is a lease requirement.

*Thoroughly clean and sanitize all appliances, cabinets, kitchen/bathroom fixtures, flooring, walls, window blinds and ceiling fans. If the rental home is not properly cleaned, the following charges will be applied to the resident's security deposit:

o Clean oven/stove and range hood	\$50.00
o Clean refrigerator/freezer	\$50.00
o Clean kitchen cabinets, countertops, dishwasher, sink	\$50.00
o Clean bathroom cabinets, countertops, and fixtures (each bathroom)	\$25.00
o Clean vinyl and/or tile floors	\$100.00
o Vacuum and shampoo carpet; wipe baseboards	\$200.00
o Remove all items from walls and clean as requires	\$25.00
o Clean ceiling fans	\$25.00
o Clean window blinds	\$25.00
o Remove trash/debris/furniture	\$250.00

Note: Additional charges may be added for extremely difficult cleaning. Also, cleaning and/or damage charges not listed above will be itemized on the Security Deposit Disposition form.

- *Walk-through the rental home with a representative of **Urbana Estates** . The representative will complete a Move-In/Move-Out Report noting the rental home's condition after the resident's move out.
- * Return all keys (door and mailbox) and access devices (where applicable) to a representative of **Urbana Estates** . A charge of \$10.00 per key will be added to the resident's ledger for each key not returned. Each access device, gate entrance key (where applicable) damaged or not returned will incur a charge of \$50.00.
- *Give your forwarding address to a representative of **Urbana Estates** , otherwise the security deposit cannot be returned and will be forfeited.
- *Pay any ledger balance due. The security deposit cannot be returned and will be forfeited if resident has an unpaid ledger balance.
- *Fill out a change of address for the post office.
- *The Security Deposit Disposition form and any security deposit refund will be mailed to you within 30 days of your move-out.

Resident: **Tenant Name**

12/3/2025

Landlord: **Aaleasha Washington**

DAMAGE COST LIST

Door (entry)	250.00	Broken Commode	125.00
Door (interior)	100.00	Toilet Seats	15.00
Resurfacing door	100.00	Tank Lids	50.00
Broken door jambs	100.00	Bathroom Mirrors	Cost Plus*
Repair/Materials	Cost Plus*	Pop-Up Assemblies	20.00
Replace Peep Hole	20.00	Lavatories	Cost Plus*
Broken/Change locks (Door&Mailbox)	50.00	Medicine Cabinet	75.00
Remove Broken Key in Lock	25.00	Unstop Commode (in house)	100.00
Replace Exterior Door Knob	35.00	Unstop Sink (in house)	50.00
Replace Interior Door Knob	20.00	Plumber	Cost Plus*
Duplicate Keys	10.00	Toilet Paper Roller	5.00
Laundry Room Key	10.00	Toilet Paper Roller Kit	15.00
Each Key Not Returned at Move-Out	10.00	Light Fixtures	
Access Gate Card / Key	50.00	Bedroom/Bathroom	50.00
Broken Window Pane (each)	Cost Plus*	Entryway/Dining Room	50.00
Broken Patio Glass	Cost Plus*	Hallway/Closet	50.00
Mini Blinds / Shades (each)	50.00	Kitchen w/Bulb	50.00
Patio Door Blind	100.00	Kitchen w/ Fluorescent	50.00
Holes in wall/ceiling (each)	30.00	Light Bulbs (each)	2.00
Sheetrock Damage	Cost Plus*	Counter Top	Cost Plus*
Excessive Nail Holes (Per Wall)	15.00	Burns on counters (each)	100.00
Writing on walls (each wall)	50.00	Cabinets/Drawers	Cost Plus*
Door Stops	5.00	Drawer Runners	10.00
Refrigerators	Cost Plus*	Damaged Tile (per piece)	10.00
Vegetable Crisper Cover	40.00	Tile Replacement	Cost Plus*
Stove Grates / Burners	50.00	Window Screens (each)	40.00
Small	20.00	Patio Screens (each)	75.00
Large	35.00	Rescreening (each)	25.00
Set of Drip Pans/Rings	20.00	Closet Rod	15.00
Stove/Oven Knobs (each)	10.00	Elec. Switch Plate Covers each	5.00
Fire Extinguisher/Stops	25.00	Receptacle Plate Covers	5.00
Replace Oven Door Handle	50.00	Bulldog Clips	5.00
Replace Oven Door Spring	15.00	Thermostats	50.00
Strainer/Basket Stopper	8.00	Lock Outs	100.00
Towel Bar	25.00	Smoke Detector	35.00
Sink / Tub Stopper	8.00	Smoke Detector Battery (Lithium)	10.00
Shower Rod	20.00	Replace Smoke Detector Cover	15.00
Tub Faucet/Spout	40.00	Reconnect Smoke Detector	10.00
Soap Dish/Toothbrush Holder	10.00	CO2 Dector	50.00



DAMAGE COST LIST

(Continued)

Barbeque Grill Not Covered With Approved Cover	50.00	Trash Outs (minimum) Furniture Removal per item Cleaning Up Yard after Notification to Resident	250.00 100.00 50.00
Touch Up Apartments (Paint)**		Painting Apartments**	
Efficiency	150.00	Efficiency	100
1 Bedroom	250.00	1 Bedroom	500.00
2 Bedroom	350.00	2 Bedroom	700.00
3 Bedroom	450.00	3 Bedroom	900.00
Cleaning Apartments		Carpet Shampoo	
Efficiency	100.00	Efficiency	100.00
1 Bedroom	125.00	1 Bedroom	150.00
2 Bedroom	150.00	2 Bedroom	200.00
3 Bedroom	200.00	3 Bedroom	250.00
Cleaning Appliances ONLY (each)	25.00		

* Cost Plus items will include labor plus materials or the full cost of contractor billing if required.

**This applies only to units beyond normal wear and tear.

****This is not a complete listing of items in each residence****

**** This Damage Cost List may or may not apply to your unit****

Labor must be added to any items requiring in-house maintenance staff to install or repair. Cost varies to the size of the apartment and the extent of work to be done

If you have any questions about any of the above costs, please contact the manager.

****RESIDENTS WITH ISSUES REGARDING MANAGEMENT OR THEIR LIVING SITUATION MANY CONTACT OUR RESIDENT RELATIONS TEAM BY EMAIL AT residentrelations@eegmanagement.com OR BY PHONE at 888-654-8301****



BED BUG ADDENDUM

The goal of this Addendum is to protect the quality of the Apartments from the effects of bed bugs by providing information and instructions, and to clearly set forth the responsibilities of the Resident. At the time of this Lease, Resident acknowledges and agrees (1) that the Landlord has inspected the Premises and is not aware of any bed bug infestation, and (2) that all furnishings and personal properties that will be moved into the Premises are free of bed bugs.

Resident hereby agrees to prevent and control possible infestation by adhering to the below list of responsibilities:

1. Check for hitch-hiking bed bugs. When staying in a hotel or another home, inspect your clothing, luggage, shoes, and personal belongings for signs of bed bugs before re-entering the Premises. Check backpacks, shoes, and clothing after using public transportation or visiting theaters. After guests visit, make sure to inspect beds, bedding, and upholstered furniture for signs of bed bug infestation.
2. Resident shall report any problems immediately to the Landlord. Even a few bed bugs can rapidly multiply to create a major infestation that spreads.
3. Residents shall cooperate with pest control efforts. If the Premises or a nearby Apartment is infested, a pest management professional will be called in to eradicate the problem. Resident shall properly prepare the Premises for treatment. Resident shall comply with recommendations and requests from the pest management specialist, including but not limited to:
 - a. Placing all bedding, drapes, curtains, and small rugs in bags for transport to laundry or dry cleaners.
 - b. Properly sealing in plastic and disposing of heavily infested mattresses that are deemed not salvageable.
 - c. Emptying dressers, nightstands, and closets, removing all items from floors, bagging all shoes, boxes, toys, etc., bagging and tightly sealing washable and non-washable items separately, and properly disposing of all used bags.
 - d. Vacuuming all floors, including inside closets, all furniture including inside drawer and nightstands, and all mattresses and box springs. Carefully removing vacuum bags, sealing them tightly in plastic and discarding them properly. Use a brush attachment to dislodge eggs.
 - e. Washing all machine-washable bedding, drapes, and clothing etc. on the hottest water temperature and drying on the highest heat setting. Taking other items to the dry cleaner, making sure to inform the dry cleaner that the items are infested with bed bugs.
 - f. Discarding any items that cannot be decontaminated.
 - g. Moving furniture toward the center of the room to allow technicians to easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces, and allowing access to all closets. Items must be removed from the closets to allow for treatment.
4. Resident agrees to reimburse the Landlord/Manager for expenses including but not limited to attorney's fees (except in Alabama) and pest management fees that the Landlord may incur because of an infestation of bed bugs.
5. Resident agrees to indemnify and hold Landlord harmless from any actions, claims, losses, damages, and expenses that he/she may incur because of a Resident bed bug infestation. Alabama Provision: to the extent not inconsistent with Ala. Code 35-9A-204.
6. Resident acknowledges that the Landlord shall not be liable for any loss of personal property to the Resident because of an infestation of bed bugs. Resident agrees that such losses can be covered by personal property insurance.

The following will be considered material non-compliance of this Bed Bug Addendum and shall entitle Landlord to pursue all rights and remedies available under this Addendum, the Lease, or applicable law including, but not limited to, terminating the Resident's right to possession of the Premises:

- a. Any misrepresentation by the Resident in this Addendum.
- b. Refusal to execute the Bed Bug treatment as required.
- c. Failure to promptly notify the Landlord of the presence of bed bugs.
- d. Failure to adequately prepare for treatment in the sole discretion of the pest control professional.
- e. Refusal to allow the Landlord to inspect the Premises.
- f. Any action that prevents treatment of the Unit or potentially exacerbates or increases the bedbug issue.

By signing the Signature Page of this Lease and initialing below, Resident agrees and acknowledges having read and understood this Addendum. Apartment Lease Contract, Urbana Estates



1. Page 1

1.1 PARTIES AND OCCUPANTS

THIS LEASE, made <<Lease Creation Date>> by and between THE WEINER COMPANIES, LTD., 211 E. Green St., Urbana, IL, Lessor, and <<Tenants (Financially Responsible)>> Lessee (s)

1.2 LEASE DURATION

WITNESSETH:

That Lessor does hereby lease to Lessee the premises known as <<Unit Address>>, to be occupied by said Lessee as a residence only, for and during the term commencing on the <<Lease Start Date>>, at 10:00 a.m. and ending the <<Lease End Date>>, at 9:00 a.m.

1.3 RENTS AND CHARGES

That Lessee hereby agrees to pay the Lessor the sum of \$Total charges for leasing period (Include Decimal XXX.00) as rent for the above-described premises, payable in monthly installments of <<Monthly Rent>>, each of said monthly payments being payable on the 1st day of each month of the term herein demised, and said payments to be made in care of Lessor at 211 E. Green St., Urbana, IL or wherever designated in writing by Lessor. Said rental payments shall be in default and shall draw a late charge of 5% of the monthly rental payment, from and after the 5th day of each month. If Tenant fails to pay rent in full by the due date and Landlord is required to issue a **Five-Day Demand for Nonpayment of Rent**, a \$50 administrative fee will be assessed to the Tenant's ledger. This fee is in addition to any late fees, court costs, or other charges permitted under this Lease and applicable law. The fee is due immediately upon issuance of the Five-Day Demand and shall be considered additional rent under this Lease. Lessee shall incur a surcharge of \$35.00 for any check refused payment by Lessee's bank for any reason. This provision applies to checks made payable to Lessor for any purpose including rent payment, damage deposit, late fees, etc. All returned checks must be cleared immediately with cashier's check or money order only and include the return check fee of \$35.00.

<<Lease Start Date>> DUE <<Prorated Rent>> and every first thereafter DUE <<Monthly Rent>>.

Payments may be made to the office or through The Weiner Companies, Ltd. online portal. Lessee assumes all responsibility in delivering payment and maintaining their portal payments. It is up to the Lessee to cancel or adjust all automatic payments set up through the online portal. Any overpayment will be returned with the remainder of the security deposit at the end of the Lessee's tenancy.

No person, other than those named above, shall live on said premises or stay overnight thereon for a period of more than 14 consecutive nights without prior consent of Lessor, which said consent shall not be unreasonably withheld.

1.4 SECURITY DEPOSIT

That Lessee has examined said premises and appurtenances, and is satisfied with physical condition thereof. Lessee agrees with Lessor that, at the expiration of the term of the lease, he shall clean the premises and all of its furnishings, including but not limited to, draperies and blinds, walls, windows, etc. Lessee agrees to have the carpets professionally cleaned upon termination of lease (where applicable) or Lessor will charge the Lessee the cost to have the carpets professionally cleaned. Lessee agrees to pay for any paint, breakage, replacement of smoke alarm batteries, damage or cleaning that occurs or is required, and hereby deposits <<Security Deposit Charges>>. This security deposit is due at the time of signing. If the security deposit payment is returned for any reason, funds must be received within 48 hours of notification. If the funds are not received in this time frame, the Lessor has the right to void the lease and keep any collected payments.

This damage deposit shall be refunded to Lessee, in the event that, at the termination of this lease, no rental or utility payments, nor late charges, nor NSF check charges are due and owing to Lessor and no damage has been done to the leased premises, within 30 days of the expiration of the lease. Deposit refunds will be sent to designated agent's last known address.

1.5 SUBLEASING

Lessee may enter into a sublease agreement with a subtenant, who meets all of the criteria to be accepted as a Lessee by Lessor. Said sublease agreement shall be executed by Lessor, all Lessees, and the subtenant on a form acceptable to Lessor. In the event that a sublease agreement is entered into, Lessee shall remain liable to Lessor during the remaining term of this lease in the event sublessee defaults in any fashion. A sublease agreement may not be entered into if Lessee is in default in any fashion pursuant to the terms and conditions of this lease. Before the Lessor may process applications for a sublease, Lessee shall pay Lessor a fee of \$150.00 in cash, check, or online via the portal. made

payable to The Weiner Companies, Ltd.

1.6 ACCESS

That Lessor shall have access to the leased premises for the purpose of making any needful repairs or maintenance, which said Lessor may see fit to make, and have the right to enter and show said premises to prospective renters or buyers with prior day notice, except in cases of emergencies where immediate access shall be granted. Lessee agrees to allow access to ENTIRE unit for showings and not restrict access to any part of unit. The parties understand and agree that Lessor will be damaged in an amount that is difficult to ascertain if access is not granted as agreed. The parties hereby fix the amount of such damage at \$150.00 for each such failure. Lessor also shall have the right to affix signs "For Rent" in such places, as the Lessor shall determine.

1.7 ADDITIONAL REQUIREMENTS

That Lessee shall pay cost of all utilities (SEE CLAUSE #4.4) used in conjunction with the use of these premises during the term of this lease. Lessee further agrees to maintain working batteries at all times in each and every smoke alarm and carbon monoxide detector located on the premises. There will be a charge if the Lessor is required to provide and/or change the batteries in any smoke alarm or carbon monoxide detector.

Failure by Lessee to replace smoke detector batteries when needed will result in a charge of fifty dollars (\$50.00) per occurrence.

Lessee agrees not to use outlet multipliers or circuit protector power strips unless they are surge protected. If Lessee is found to have altered in any way or removed batteries from a smoke alarm or carbon monoxide detector or is found to be using an outlet multiplier or circuit protector power strip, the Lessor has the right to remedy the situation (replacing batteries, replacing the device, or removing the banned device from the property) and apply a fine to the account in the amount of \$25 per occurrence.

X _____
Initial Here

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

2. Page 2

2.1 LOCKOUTS

Lessor is entitled to a "locksmith" fee of \$50.00 for opening the premises when Lessee has lost his/her key. Said fee shall be payable at time service is rendered. Lessee will pay \$20.00 to receive a duplicate/replacement key. Lessee(s) are not permitted to make any copies of keys. If ALL keys have not been returned at the end of the lease, Lessee(s) will be responsible for the cost of a lock change.

2.2 LESSEE RESPONSIBILITIES

- A. To keep the dwelling unit in a clean and sanitary condition at all times.
- B. To not allow excessive accumulation of items.
- C. To take reasonable precautions to avoid stopping up the drains.
- D. To take reasonable precautions to avoid the freezing of water pipes by not turning off the heat, or turning the heat down too low (below 60°) during winter months.
- E. To place trash in the appropriate receptacles.
- F. To keep noise levels to a minimum and avoid disturbing the neighbors.
- G. To inform Lessor of all maintenance work to be done to the rented unit and common areas, rather than attempting to complete the work on their own.
- H. To notify the Lessor immediately upon discovering any roaches, fleas, bed bugs, etc. If Lessor is not notified immediately, the treatment

of the Lessee's unit and/or additional areas may become the responsibility of the Lessee.

I. To pay full rent pending settlement of claims you may have.

J. To replace furnace filters provided to the tenant. Each filter must be dated and is subject to inspection by the Lessor.

2.3 UNIT MAINTENANCE

Lessor agrees to maintain the dwelling unit and premises. Lessor also agrees to make all needed repairs to the dwelling unit and furnished appliances and furnishings at Lessor's sole expense (SEE CLAUSE 4.5), except damage resulting from Lessee's negligence. Lessor shall provide pest control services and shall exterminate as needed to remedy pest or rodent infestation if not caused by Lessee. Lessee will be responsible for the cost if caused by he/she.

Lessee understands and agrees that they are not to remove any window air conditioners (where applicable). Each window air conditioning unit shall be covered in the fall and uncovered in the spring. This cover is considered part of the window a/c, and Lessee will be responsible to ensure the cover remains in the unit for the duration of the lease.

2.4 LIABILITY

Lessor shall not be liable for any damage or injury occasioned by or from electric wiring, plumbing, water, ice, snow, rain, gas or sewage or any other damages or injury howsoever caused nor shall Lessor be responsible for any accident to the Lessee or any occupant of premises, resulting from any cause whatsoever, and the Lessee agrees that Lessee will not hold the Lessor liable in any way, whether such accident occurs in the said premises, or in any part of said building or land surrounding the building.

Lessee shall obtain and maintain renter's insurance for the duration of the Lease. Such policy must include proof of liability coverage in an amount not less than one hundred thousand dollars (\$100,000.00) and shall list The Weiner Companies, Ltd. as the landlord. Proof of coverage must be provided upon request and prior to occupancy.

Lessor's insurance does not cover personal belongings.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3. Page 3

3.1 WE BOTH AGREE

A. We may repair any damage caused by Lessee and charge the cost to Lessee.

B. In case said leased premises shall be rendered untenable by fire or other casualty, Lessor may, at Lessor's option, terminate this lease or repair said premises within 30 (thirty) days. Failure to so repair will terminate this lease without further liability to Lessee.

C. Lessee shall surrender leased premises at the end of the term hereof in as good condition as received. Should Lessee fail to vacate at the termination of this lease, Lessor is entitled to double daily rent for every day or fraction of day past the termination date. Also, Lessee shall be liable for such other damages incurred through the loss of a prospective tenant by the Lessor and for additional expenses incurred by the injured parties. Lessor may take legal action to evict Lessee. Failure to be checked out by lease termination time will result in an additional late charge of \$500.00. Failure to return all keys by 9 am on lease end date will involve a lock change at Lessee's expense. Once possession of the premises has been surrendered at the end of the Lease, Lessee shall have no right to re-enter or access the unit.

D. The party in default hereunder shall be liable for its reasonable attorneys fees, the non-defaulting parties' attorneys fees, and all other costs incurred in the enforcement of any provisions of this lease; additionally, the party in default hereunder shall be liable for collection fees of thirty-five to fifty percent.

E. In case said premises shall be vacated during the term of this lease, Lessor may take immediate possession for the remainder of the term and at Lessor's discretion relet premises and apply proceeds upon this lease. The Lessee is to remain liable for the unpaid balance of rent, utilities and releasing expenses.

F. Recovery of the premises or termination of the lease by Lessor shall not relieve tenant(s) of any obligations hereunder, and Lessor may let the premises to others upon such terms and conditions as he deems proper, and recover from tenant(s) sums due hereunder, less any consideration received from others for the use of the premises, for remaining term hereof, after paying expenses. In the event Lessor is unable to relet premises during the term of this lease, Lessee(s) is responsible for all sums due under this lease as if lease had not been terminated.

G. The failure of Lessee to perform the terms, conditions, covenants, and regulations of this lease shall constitute a breach of the lease and Lessor may evict Lessee(s) from the premises and may pursue any other remedy at law or in equity. If Lessee defaults on any prior Lease with Lessor, Lessee shall be in default pursuant to this Lease. In the event of such a default Lessee right to possession of the premises shall terminate

H. Lessee agrees to disconnect all utilities in his or her name by the expiration of his or her lease, but not prior to the lease end date.

I. Lessor's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any facilities shall not be deemed a breach of this Agreement.

3.2 AGENCY

Lessee understands that Lessor is acting as an Agent for the Owner only, and the Lessor has the authority to execute this lease on behalf of said Owner. One or more real estate licensees may have ownership interest in the property you are leasing.

3.3 USE OF PROPERTY

The premises are to be used solely as a private residence. Operating a business of any kind from the premises, including but not limited to childcare or daycare services, is strictly prohibited.

No unlawful practice or commercial use shall be allowed in or on said premises or shall the same be used for any purpose, which will injure the reputation or credit of the premises or of the neighborhood. No house pets of any type shall be allowed on said premises. If Lessor finds a pet on the premises, Lessee will be charged \$250.00 each occurrence. Smoking of any substances is not permitted in said premises. Should evidence of smoking be found, the Lessee(s) may face fines up to \$150 per occurrence. Additionally, any repairs or cleaning resulting from smoke damage or damage caused by pets to said premises will be charged against the security deposit. Locks are not allowed on any interior doors other than bathroom doors. Chain locks are not permitted. No electronic/coded door knobs/locks are allowed to be installed. Lessee may not install or maintain trampolines, swimming pools, or similar recreational equipment on the premises. Wading pools are permitted only if they are no larger than forty-eight (48) inches in diameter and no deeper than eighteen (18) inches. No trampolines greater than 48" in diameter may be used on the property.

Tenant agrees that the Premises shall not be used for any short-term rental purposes, including but not limited to services such as Airbnb, Vrbo, or similar platforms. Subletting or licensing the unit for transient occupancy is strictly prohibited. The Tenant acknowledges that short-term rentals are not permitted under this Lease and are not compliant with local zoning regulations, which require specific registration and approval. Any use of the unit as a short-term rental shall be considered a material breach of this Lease and may result in termination and/or legal action.

Tenant may work from home or operate a home office within the unit; however, this does not override the Landlord's right to access the ENTIRE Premises with appropriate notice as provided by law. The Tenant may not deny entry due to remote work or privacy concerns during normal business hours. In addition, the Tenant understands that periodic construction or maintenance work may be performed in or around the unit during standard business hours. It is the Tenant's responsibility to make any necessary arrangements if such work interferes with their ability to work from home. The Landlord is not obligated to delay or reschedule necessary work to accommodate remote employment.

3.4 APPROVAL

That should Lessee falsify any information contained on the application, which is attached to this lease and made a part hereof by reference, then Lessor shall have the right to declare this lease null and void and to terminate the tenancy hereunder. This lease is contingent upon Lessor's acceptance of a satisfactory application.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
Initial Here

4. Page 4

4.1 RIGHTS AND REMEDIES

The acceptance of rent after it falls due, or after knowledge of any breach hereof by Lessee, or the giving of any notice or making any demand, whether according to any statutory provision or not, or any other act or waiver other than written waiver shall not be construed as a waiver of Lessor's right to act without notice or demand or of any other right hereby given to Lessor, or as an election not to proceed under the provisions of this lease. The rights and remedies of Lessor under this lease are cumulative, and the use of one or more thereof shall not

exclude or waive the right to the use of any other remedy.

4.2 BINDING UPON SUCCESSORS AND ASSIGNS

All covenants and agreements of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of the Lessor and Lessee.

4.3 JOINT AND SEVERAL LIABILITY

The words "Lessor" and "Lessee" used herein shall include the plural thereof and the necessary changes required to make the provisions hereof apply to corporations or men or women shall be construed as is made. The liability of Lessees hereunder is joint and severable.

4.4 UTILITIES

Lessor shall pay <<Utilities Included>>. All other utilities are to be paid by as follows: <<Additional Lease Information>>

In the event a utility account required to be in Lessee's name remains in the Lessor's name, and the Lessor must bill back the charge, Lessee shall be assessed a fee of ten dollars (\$10.00) per occurrence.

4.5 FURNISHINGS

Lessor shall provide the following: <<Appliances Included>>

In the event the Lessor provides additional furnishings, such as heat tape or a dehumidifier, the Lessee agrees to utilize the provided furnishings in the fashion they are meant to be used. If a dehumidifier is provided with the unit, it is the Lessee's responsibility to ensure the appliance remains plugged in and running as intended. If any damage occurs from the failure of the Lessee to use said furnishings, the Lessee assumes full responsibility for the cost of repair.

No indoor furniture is to be left on the porches/patios or outside the premises.

4.6 SECURITY DEPOSIT HOLDING

Tenant waives any right he may have under the Illinois Administrative Code to have his security deposit held in a special account.

4.7 PROTECT YOUR FAMILY FROM LEAD

Each Lessee, by initialing paragraph below, acknowledges that Lessor has provided him/her with a copy of the pamphlet "Protect Your Family From Lead in Your Home".

4.8 DESIGNATED AGENT

Lessees hereby designate Designated Agent as their agent to receive all refunds of damage deposit upon termination of this lease and to serve as the primary contact between Lessee and Lessor.

4.9 COMMUNICATIONS

Lessor may use email and text to communicate with Lessee. These communications could include ledger balances, past due rents, late fees, charges billed back to Lessee, showings, etc. Lessee agrees to keep Lessor informed of any changes in email and/or phone numbers immediately.

4.10 LEASE TERMS

The terms of this lease shall be interpreted pursuant to the laws of the state of Illinois. In the event any provision of this lease is deemed to be invalid or unenforceable, all remaining portions of the lease shall continue to be valid and enforceable.

4.11 LEASE VIOLATIONS

The Weiner Companies, Ltd. may elect to not offer renewal to any tenant that is found in breach of or otherwise violates any term within this lease.

X _____
Initial Here

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

5. Sign and Accept

5.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda.

All Lease Agreements and related documents will be delivered electronically through Lessee's online portal. Printed copies will be provided only upon request.

IN WITNESS WHEREOF, the parties have executed this lease agreement on the day and year first above written.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed

Marcos Asse

UNIT LEASE

1010 W. Tremont St - Cunningham Township

THIS LEASE, made **December 1st, 2025**, between Carmar Productions, LLC ("Lessor") and **Cunningham Township**, (individually and/or collectively "Lessee").

WITNESSETH, that Lessor hereby leases to Lessee for the purpose of a personal residence, and no other, in the dwelling structure located on the real estate commonly known as **1010 W. Tremont Street, Champaign, IL 61821**. The parties acknowledge and agree this is a lease of the unit and limited use of common areas within and around the structure ("Unit") only and not a lease of the underlying real estate.

The term of this Lease shall commence on **December XX, 2025**, and if not earlier terminated as provided herein shall expire at 12:00 o'clock midnight on **December XX, 2026**.

1. BASIC RENT. Lessee shall pay, without demand, to Lessor as rent for the House the sum of **\$15,600 Dollars (\$1,300.00/mo)** in advance on the first day of each calendar month beginning on the **1st Day of December, 2025**, at such place as Lessor may designate.

Said rent shall be due and payable in advance on the first day of each and every month of said term, it being agreed by the parties hereto that the time of each and all such payments is of the essence of this Lease. A Fifty Dollar (\$50.00) late charge shall be added to any rental check not received by the first day of each month and a charge of Two Dollars (\$2.00) per day for each day thereafter shall be added until payment is made. An additional charge of Twenty-Five Dollars (\$25.00) shall be made for any and all checks returned "NSF".

The rent provided for herein shall be absolutely net to Lessor so that this Lease shall yield, net, to Lessor the specified rental in each year during the term of this Lease or any renewals thereof, and unless otherwise provided herein, Lessees shall bear every item of expense, including without limitation utility charges arising out of the use and operation of the Unit.

2. TAXES/ADDITIONAL RENT. Lessees shall be liable for the payment of real estate taxes with respect to the Unit, in accordance with the terms and conditions of Section 200/15-175 of Chapter 35 Illinois Compiled Statutes, as amended (35 ILCS 200/15-175, (1994). The permanent real estate tax index number for the dwelling structure is **41-20-11-228-019**. According to the most recent property tax bill, the current amount of real estate taxes associated with the premises is **\$2,164.68** per year. The parties agree that the monthly rent set forth shall be increased or decreased pro rata (effective January 1 of each calendar year) to reflect any increase or decrease in real estate taxes. Lessee shall be deemed to be satisfying Lessees' liability for such real estate taxes through the monthly rent payments as set forth herein. Lessee acknowledges and understands said taxes are being paid by and through Lessee's monthly rental fees alone, and Lessee does not pay said real estate taxes directly or other than through monthly rent.

3. INSURANCE. Lessee shall be responsible for insuring Lessee's personal property on the premises. Lessor shall not be liable for any damage or injury to Lessee or Lessee's property for any reason whatsoever, unless such injury is caused by Lessor's grossly negligent or willful and wanton act or omission.

4. SECURITY DEPOSIT. Lessee shall pay a damage security deposit in the amount of **\$1,300 Dollars**. It is mutually agreed that said deposit shall be returned to Lessee upon termination of this Lease, provided:

A. That the Lessor has inspected the Unit and has found it to be good condition as when Lessee took possession, ordinary wear and tear being excepted.

B. That all keys to the Unit have been returned to the Lessor.

C. That all monthly payments of rent and all penalty and/or repair charges have been paid in full.

5. USE OF UNIT. The Unit shall be used and occupied by Lessee exclusively as a private residence. Each and every adult occupant of the Unit shall execute a copy of this Lease as a condition of any Lessee having the right to occupy the premises, and all adult occupants of the Unit shall be jointly and severally liable for payment of rent and performance of any Lessee obligation under this lease.

6. CONDITION OF UNIT/REPAIR AND MAINTENANCE. Lessee acknowledges and agrees by occupying the Unit that the Unit is in good order, repair, and in a safe, clean, and tenable condition. Lessee shall, at Lessee's expense, generally keep and maintain the Unit, including all mechanical systems, and appurtenances in good and sanitary condition during the term of this Lease. Lessee shall not suffer nor commit any waste in and about the Unit, and shall keep the Unit, including the fixtures and furnishings therein in a clean, sightly and sanitary condition, in good repair and free from vermin and rodents, all at Lessee's expense.

7. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this Lease or sublet or grant any concession or license to use the Unit or any part thereof. An assignment, subletting, concession or license without the prior written waiver of this prohibition from Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this Lease.

8. ALTERATIONS AND IMPROVEMENTS. Lessee shall make no alterations to the Unit without the prior written consent of Lessor. All alterations, changes and improvements to the Unit shall, unless otherwise provided by written agreement between Lessor and

Lessee, be the property of Lessor and remain with the Unit at the expiration or sooner termination of this Lease.

9. **PETS.** Pets **SHALL NOT** be permitted under this Lease

10. **UTILITIES.** Lessee shall be responsible for arranging for and paying for all utility services required at the Unit including electricity, gas and water. **Sanitary Hauling & Sewar will be paid by Carmar Productions, LLC.**

11. **RIGHT OF INSPECTION.** Lessor and its agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Unit for the purpose of inspecting the Unit and all building and improvements thereon.

12. **SUBORDINATION OF LEASE.** This Lease and Lessee's leasehold interest in the Unit are and shall be expressly subject, subordinate and inferior to any liens or encumbrances now or hereafter placed on the subject real estate by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions or such liens or encumbrances.

13. **HOLDOVER BY LESSEES.** At the termination of this Lease, by lapse of time or otherwise, Lessee shall yield up immediate possession to Lessor and deliver all keys to Lessor or its agent at the place where rent is payable and, failing to do so, shall pay as liquidated damages for the whole time such possession is withheld a sum equal to twice the amount of the rent herein reserved, prorated and averaged per day of such withholding.

14. **DEFAULT.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made by Lessee in the performance of or compliance with any other term or condition hereof, the Lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the Unit and remove all persons and personal property therefrom. The remedy provided Lessor herein is not Lessor's exclusive remedy in the event of any Lessee default, and Lessor expressly reserves the right to pursue any and all remedies available to Lessor at law or equity. Any default hereunder by Lessee shall entitle Lessor to recover from Lessee any and all damages, costs, and reasonable attorneys' fees incurred by Lessor in enforcing the terms of this Lease.

15. **TERMINATION OF LEASE.** This Lease shall automatically terminate at the expiration of the term set forth hereinbefore unless the parties shall agree to an extension or renewal of the term in writing.

16. **MISCELLANEOUS.**

A. The name of Lessor's Property Manager is: **Josh Cundiff.** Monday through Friday, 8:00AM - 4:00PM.

B. The acceptance of rent after it falls due, or after knowledge of any breach thereof by Lessee, or the giving of any notice or making any demand, whether according to any statutory provision or not, or any other act or waiver shall not be construed as a waiver of Lessor's right to act without notice or demand or of any other right hereby given to Lessor, or as an election not to proceed under the provisions of this Lease.

C. Lessee shall keep and observe such written rules and regulations as may be required from time to time by Lessor or its agent for the proper and orderly care of the Unit.

D. The rights and remedies of Lessor under this Lease are cumulative, and the use of one or more thereof shall not exclude or waive the right to the use of any other remedy.

E. Each pronoun used herein shall be construed to be singular or of the feminine gender if required by the number or gender of the parties.

F. The language used in this Lease shall be deemed to be the language approved by all parties hereto to express their mutual intent and no rule of strict construction shall be applied against either party.

G. This Lease contains the entire agreement between the parties and no oral representation, warranties or covenants exist other than those set forth herein.

H. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease.

I. Lessee's covenant to pay rent is and shall be independent of each and every other covenant of this Lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.

J. Whenever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease at **1010 W. Tremont Street, Champaign, Illinois** the day and year first above written.

LESSOR:

Cunningham Township
Carmar Productions, LLC

LESSEE:cos Asse

Leyhe Properties, LLC
PO Box 114, Mahomet, IL 61853

Leyhe Properties LLC, Residential Lease Agreement

Section 1

1. AGREEMENT

This RESIDENTIAL LEASE AGREEMENT FOR ILLINOIS (hereinafter the "Agreement") is entered into on 10/21/15, by and between Leyhe Properties, LLC, an Illinois limited liability company acting as Agent for the actual property owner (hereinafter "Landlord"), and [REDACTED] (hereinafter "Tenant") (Landlord and Tenant are each a "Party" to this Agreement and are collectively the "Parties").

WITNESSETH:

WHEREAS, Landlord manages certain real property situated at (hereinafter referred to as the "Premises"). The Agent's business address is PO Box 114, Mahomet, IL 61853.

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; [REDACTED]

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein; and [REDACTED]

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

2. TERM

This Agreement is for the leasing of the above-described Premises for a fixed term beginning at 12:00 noon on 10/21/15 and ending at 11:59 AM on 10/21/16. Tenant may take possession prior to the beginning of the term only upon receiving prior consent from Landlord.

3. RENT

Tenant agrees to pay Landlord rent in the amount of \$ 700 dollars due on or before the first day of each month. The first rental payment will be due on 10/21/15. The total rent due for the entire term of this Agreement is \$ 700. All rental payments will be made as set forth below on or before the due date and without notice, demand, setoff, or abatement. Please be advised that any payments lost in the mail or otherwise late by no fault of Landlord will be treated as if unpaid until received. Landlord will receive any payments due under this Agreement at the following location(s):

TO: Leyhe Properties, LLC

ADDRESS: PO Box 114

Mahomet, Illinois 61853

By initialing below, you acknowledge and agree to the terms in Section.

X [REDACTED]

4. RENTAL APPLICATION FEE

Tenant understands and accepts that the Rental Application Fee is not applied towards any

Leyhe Properties, LLC

Residential Lease Information Sheet

Tenant Name(s): [Redacted]

Property Address: [Redacted]

Unit: [Redacted] City: [Redacted] State: [Redacted] ZIP: [Redacted]

Lease Term: Start: [Redacted] End: [Redacted]

Rent (\$): [Redacted] Deposit (\$): [Redacted] Late Fee (\$): [Redacted]

Tenant Phone: [Redacted] mail: [Redacted]

Emergency Contact: [Redacted] phone: [Redacted]

Pet Addendum: Pet Fee (\$): [Redacted]

Signatures

Tenant Signature: [Redacted] te: [Redacted]

Landlord/Agent Signature: [Redacted] Timothy Leyhe

rent payments. This fee is also nonrefundable.

5. PAYMENT METHODS ACCEPTED

Landlord reserves the right to change the payment methods accepted at any time by giving notice to Tenant. Landlord accepts payment of any amounts that may become due under this Agreement by the following methods of payment: [1]

1. Check
2. Cash
3. Money Order
4. Certified Check
5. Cashiers' Check
6. Credit Card (with additional processing fees)
7. Online, paid as follows: through the Company's portal account.

Landlord reserves the right to refuse a method of payment; Landlord may refuse, for any reason, and at any time said payment method in its sole, absolute, and unreviewable discretion. If this right is exercised, Landlord will instruct Tenant as to what payment method is acceptable.

6. LATE FEE

In the event that any rental payment required to be paid by Tenant under this Agreement is not made on the first day after the due date has passed, in addition to the rental payment due, Tenant will pay Landlord a nonrefundable late fee of \$10 per day for each late payment Landlord receives. If the Tenant is late more than three times during the term of a given lease period, the Tenant shall be considered in default of this agreement and the Landlord has the right to institute immediate eviction proceedings. Tenant acknowledges that if the first day of the month falls on a Saturday or Sunday, tenant shall pay monthly rent amount on the Friday preceding the first day of the month. Partial payment of a month's rent does not abate late fees. If rent and late fees are not received by the tenth (10th) day of the month by 5 p.m., a five-day eviction notice will go out to start eviction proceedings. There is a charge of \$75 for preparation and delivery of a five-day notice.

[1] This provision does not apply to properties located in Urbana, Illinois. Late fees for properties located in Urbana, Illinois will be 5% of the monthly rent amount. This late fee is incurred if rent is not collected by 5 PM on the first day of the month or the business day preceding the 1st if the 1st falls on a Saturday, Sunday, or holiday.

X

7. DISHONORED PAYMENTS, NON-SUFFICIENT FUNDS

Tenant will be liable for a nonrefundable sum of \$150 for each payment Landlord receives that is dishonored by a banking institution (also known as "bouncing" a payment). If Tenant tenders a check or otherwise makes a payment that is dishonored by a banking institution, then, at Landlord's option, Landlord may require Tenant to make all future payments by a

payment method of Landlord's choosing, such as by cash or cashier's check, until such time as Tenant obtains written consent from Landlord to use checks or other payment methods again.

X ~~_____~~

8. KEYS

Landlord may charge Tenant a reasonable, nonrefundable lost key fee for each key lost by Tenant that Landlord must replace during or at the termination of the tenancy.

9. CLEANING FEE

By signing this agreement, Tenant expressly states that they have read and consent to Schedule D- "Move-Out Procedures" of this Agreement. This provision is designed to compensate Landlord for the cost of routine cleaning and refurbishing at the end of the tenancy.

By initialing below, you acknowledge and agree to the terms in Section.

X ~~_____~~

10. KEEPING ANIMALS

Tenant may not keep any animals on the premises without Landlord's prior written consent: (1) Tenants agree that they are solely responsible for the maintenance of the above described pet, and agree to keep their pet under control at all times; (2) Tenants agree to keep their pet restrained, but not tethered, when it is outside their dwelling; (3) Tenants agree to adhere to local ordinances, including leash and licensing requirements; (4) Tenants agree not to leave their pet unattended for unreasonable periods; (5) Tenants agree to clean up after their pet and to dispose of their pet's waste properly and quickly; (6) Tenants agree not to leave food or water for their pet or any other animal outside their dwelling where it may attract other animals; (7) Tenants agree to keep their pet from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will remedy immediately any complaints made through the Owners or Manager; (8) Tenants agree to provide their pet with an identification tag that the pet will wear at all times while on the premises; (9) Tenants agree not to breed or allow the pet to reproduce, but if this should occur, the pet's offspring will be placed elsewhere within eight weeks of birth (10) Tenants agree to immediately pay for any damage, loss, or expense caused by their pet, and in addition, they will add a non-refundable \$500 fee to their security deposit; (11).

Tenants agree to pay for pest infestation services resulting from pets allowed in the property by tenant after termination of occupancy 12) Tenants agree that this Agreement applies only to the specific pet described above and that no other pet may be substituted. (13) ~~Tenants agree that~~ the Owners reserve the right to revoke permission to keep the pet should the ~~Tenants break this~~ agreement. Tenants will be given 2 days to remove the pet from the premises; (14) Any animals on the property not registered under this Rental Agreement will be presumed to be strays and will be removed according to law, at the option of the Landlord. The rules in this paragraph may be changed at a later time by written agreement between Landlord and Tenant.

11. SMOKING POLICY

Tenant may not conduct any smoking inside the unit or in Common Areas, as the property owner and the Landlord have determined that smoking considerably damages the property. If it is discovered that the Tenant has violated this provision, no matter who actually smoked within the premises, this act shall be considered a material breach of the contract and the Landlord may, in its sole, absolute, and unreviewable discretion, begin formal eviction proceedings. Additionally, if smoking occurs on the premises, for any reason, the Tenant's security deposit is irrevocably forfeit.



12. SECURITY DEPOSIT

Upon the due execution of this Agreement, Tenant will deposit with Landlord the sum of THREE MONTHS RENT (the "security deposit"), receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises or any fixtures, appliances, furniture, furnishings, and personal property not owned by Tenant that are upon or in the Premises set forth or otherwise referred to on Schedule A attached hereto and hereby incorporated into this Agreement (such fixtures, appliances, furniture, furnishings, and personal property, not owned by Tenant, are hereinafter collectively referred to as the "Furnishings") during the term hereof as well as the faithful performance of the terms of this Agreement. After Tenant has vacated the Premises, Landlord may use the security deposit for any damage other than normal wear and tear to the Premises, Furnishings, the building and its furnishings, or the Common Areas, any rent or other amounts owed pursuant to this Agreement, and for Tenant's breach of any provision of this Agreement. In the event of damage other than normal wear and tear to the Premises, the Furnishings, the Common Areas, or the buildings and its furnishings of which the Premises are a part of, Landlord will not be limited to these security deposit funds and Tenant remains liable. In this Agreement, "normal wear and tear" means deterioration that occurs when the Premises or any of its Furnishings is used as intended, without negligence, carelessness, accident, or abuse by Tenant or Tenant's agents, guests, licensees, invitees, subtenants, assignees, or successors. If a Move-In/Move-Out Inspection Checklist (see Schedule C) is incorporated into this Agreement, such checklist may be used to determine whether any damage or deterioration of the Premises or Furnishings exceeds normal wear and tear and therefore requires a deduction from the security deposit or further compensation. Both Landlord and Tenant will retain copies of any such checklist if executed.

The security deposit will be returned to Tenant upon the termination of this Agreement ~~without~~ without interest except to the extent required by any applicable laws or ordinances, [1] in which event interest will be computed and paid per the then-applicable terms of any such law or ordinance, less any setoff for the reasons included herein. Landlord will hold the security deposit and any possible interest that may accrue at the following location: Leyhe Properties, LLC Operations Account.

Tenant may not use said security deposit for rent owed during the term of the Agreement or for any other sum due under the Agreement. Landlord will provide Tenant an itemized statement indicating any amounts deducted from the security deposit. An itemized list will

indicate the exact reasons for such deductions, and return the balance of the deposit to Tenant (the statement and balance of the deposit are collectively called the "Refund"). If Tenant fails to furnish a forwarding address to Landlord, then Landlord will send said Refund to the Premises or Tenant's last known address. Landlord will send the Refund to Tenant after the tenancy has ended within the time limits set by state law. Without limitation on the foregoing, the return of Tenant's security deposit is subject to the following conditions:

1. The full term of the Agreement has ended
2. All rent and any late charges or other fees have been paid in full
3. All utility bills are paid in full and written proof given to Landlord
4. All keys, Furnishings, and other items that Landlord provided are returned to Landlord.
5. All personal property has been removed
6. The entire rented property has been professionally cleaned or cleaned as though professionally cleaned, including carpets, bathrooms, countertops, kitchen and kitchen appliances, light fixtures, windows, and cabinets. Outdoor areas under Tenant's control must likewise be put in good order. If Tenant has not caused the Premises and Furnishings to be so cleaned prior to vacating the Premises, or Landlord finds that Tenant's cleaning is poorly conducted, in the Landlord's sole, absolute, and unreviewable discretion, then Landlord may use the security deposit to professionally clean the Premises and Furnishings. Tenant further agrees that if any carpeting in a room or hallway must be replaced due to odors or stains (or any other kind of damage, such as tears, rips, etc.); Tenant will be liable for replacement of all carpeting in such room or hallway or otherwise as is reasonably required to avoid a "patched" appearance of the replacement carpeting.

By initialing below, you acknowledge and agree to the terms in Section.

X 

13. ORDER OF APPLICATION OF MONEY FROM TENANT

Money received by Landlord from Tenant or on his/her behalf shall be applied to Tenant's account as follows: (1) to satisfy unpaid late fees, dishonored check fees, and to other fees owed by Tenant; (2) to cleaning, maintenance, and repair costs chargeable to Tenant; (3) to legal fees and court costs legally chargeable to Tenant, including costs incurred prior to curing a default; (4) to outstanding utility bills that are the responsibility of Tenant; (5) to deposits or portions thereof due from Tenant; (6) AND LASTLY to rent. Restrictive endorsements on a check or statements in any communication, including those accompanying payment, shall not constitute an accord and satisfaction or amend this provision.

X 

14. UTILITIES

Tenant is responsible for arranging and paying for all utilities required on the Premises, including all related costs and transfer fee except as otherwise mandated by law. Tenant must promptly transfer any needed utilities into Tenant's name upon occupying the Premises, with exception of the sewer tax bill, which shall remain in the name of the property Owner, and shall be the financial responsibility of Tenant.

15. PERIODIC WALKTHROUGH

Notwithstanding Section 8.1, Landlord shall have the right to conduct periodic walkthroughs of the property. Landlord shall provide Tenant with forty-eight-hour notice (via email, text, or any other written or electronic communication). These periodic walkthroughs shall not be subject to approval by Tenant. If the Tenant refuses lawful entry to the Landlord, this behavior shall constitute a material breach of this Agreement.

16. USE OF PREMISES; OCCUPANTS

The Premises may only be used and occupied by Tenant as a private single family dwelling, and no part of the Premises may be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any commercial enterprise without Landlord's prior written consent. Tenant may not allow any person who is not a Tenant or Tenant's immediate family member to stay upon the Premises more than 10 days per month without written consent of Landlord. Tenant may not allow others to occupy or use the Premises, Furnishings, or any part thereof for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty. Tenant must comply with any and all laws, ordinances, rules, and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Premises and its Furnishings, and must promptly comply with all orders, regulations, requirements, and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said Premises and its contents, for the prevention of fire or other casualty, damage, or injury, at Tenant's own cost and expense. Tenant is responsible for contacting Landlord, local authorities, a licensed attorney, or the HOA regarding any laws and regulations that concern them.

17. CONDITION OF PREMISES/MINIMUM PHYSICAL PROPERTY REQUIREMENTS

Tenant stipulates, represents, and warrants that Tenant has examined the Premises and Furnishings, and that the Premises and Furnishings are at the time of this Agreement in good order, repair, and in a safe, clean, habitable and tenantable condition. Tenant will give Landlord written notice, including photographic and/or video evidence, within five days after Tenant has taken possession of any portion of the Premises or Furnishings found to not be in such good condition. Landlord reserves the option of incorporating a Move- In/Move-Out Inspection Checklist (the "Checklist") (see Schedule C) within this timeframe to serve as evidence of the condition of the Premises at move- in and move-out. Landlord retains the sole, absolute, and unreviewable discretion to determine what the minimum physical property requirements for the premises are, which may change from time to time. If the Landlord discovers that the Tenant has caused, directly or indirectly, the property/premises to fall below this standard, Landlord shall deliver notice (electronic or written) to allow Tenant a reasonable time, based on the scope of the repairs needed, to ameliorate the issue. After a reasonable time has elapsed, the Landlord may address the issue and bill the Tenant for the costs of correcting the issue. If it is determined that the Tenant has caused an issue that the Landlord deems to be exigent, serious, or of potentially threatening of bodily harm, Landlord has the right to immediately address the issue and Tenant shall be responsible for the total costs incurred. Tenant is also

responsible for the general upkeep of the yard and landscaping. There will not be limbs laying around or significant overgrowth on the grass portion of the yard.

By initialing below, you acknowledge and agree to the terms in Section.

X 

18. ASSIGNMENT, SUB-LETTING, AND RELEASE

Tenant may not assign this Agreement or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Consent by Landlord to one such assignment, sub-letting, or license will not be deemed to be consent to any subsequent assignment, sub-letting, or license. An assignment, sub-letting, or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law will be absolutely null and void and will, at Landlord's option, terminate this Agreement. Landlord shall assess a \$450 fee to facilitate any/all subleasing processes, whether the assignee satisfies the terms of the Agreement.

19. ALTERATIONS AND IMPROVEMENTS

Tenant may not make any alterations to the buildings or improvements on the Premises or its Furnishings or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/ or improvements built, constructed, or placed on the Premises by Tenant will, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

20. NON-DELIVERY OF POSSESSION

In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the rental term, through no fault of Landlord or its agents, then Landlord or its agents will have no liability, but the rental payments herein provided will abate until possession is given. Landlord or its agents will have 30 days to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rent due starting from the date possession is tendered. In the event that possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder will terminate.

21. HAZARDOUS MATERIALS

Tenant may not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.[1] If liquid propane is required at your location, the Agent will make special arrangements for your property.

22. APPLIANCES

In the event appliances fail to function not due to Tenant's own misuse, Landlord is not



liable for the maintenance, repair, or damages, with the exception of the following appliances, if provided by Landlord: refrigerator, oven and/or range, heating, water heating, and air conditioning units.

By initialing below, you acknowledge and agree to the terms in Section.

X 

23. TENANT CONDUCT AND RESPONSIBILITIES

Unless otherwise stated, Tenant will, at its sole expense, keep and maintain the Premises and Furnishings in good and sanitary condition and repair during this Agreement and any renewal thereof. Tenant's responsibilities include, without limitation, the following items, and any departure therefrom requires Landlord's prior written consent:

1. Do not flush, or dispose of, any inappropriate items down the drain or toilet
2. Obeying all rules and regulations posted by Landlord regarding the use and care of the Premises, Furnishings, and Common Areas
3. Not obstructing the driveways, sidewalks, courts, entryways, stairs and/or halls, which may be used for the purposes of ingress and egress only
4. Not have any of the following prohibited items on the Premises or Property: illegal firearms or weapons, illegal drugs, hazardous or toxic chemicals or materials, or other items prohibited by law
5. Keeping all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair
6. Not building any fires or using grills on the Premises except in areas designated for such purposes by Landlord
7. Not obstructing or covering the windows or doors. 
8. Not tampering or disabling any smoke detectors installed on the Premises, and contacting Landlord for instructions on how to proceed should any smoke detectors become disabled or need new batteries. Tenant is responsible for keeping smoke detectors in working order; including, but not limited to, replacing the batteries.
9. Not leaving windows or doors in an open position during any inclement weather
10. Not hanging any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor drying any of the same within any yard area or space
11. Not altering, rekeying, or installing any locks on the Premises, or painting or wallpapering the Premises 
12. Not using or possessing any liquid-filled furniture, including, but not limited to, waterbeds and aquariums, on the Premises
13. Not permitting waste matter of any kind to accumulate on the Premises or in the Common Areas.
14. Not placing placards, signs, or other exhibits in windows or any other place where they can be viewed by other tenants or by the general public.
15. Keeping all air conditioning filters on the Premises clean and free from dirt and Debris.
16. Keeping all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and using the same only for the purposes for which they were

constructed. Tenant may not allow any sweepings, rubbish, sand, rags, ashes or other such foreign substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse will be borne by Tenant.

17. Maintaining order at all times and at all places on the Premises and Common Areas, and not making or permitting others to make any loud or improper noises, disturb other tenants, or otherwise create a nuisance by interfering with the quiet enjoyment of other tenants or those in the surrounding area

18. Notifying Landlord of any damage or of any situation that may significantly interfere with the normal use of the Premises or to any Furnishings or other property supplied by Landlord

19. Keeping all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other tenants or persons on adjacent properties

20. Not causing Common Areas to become disorderly or unkempt

21. Not causing harm to the Premises, negligently depleting the Premises' resources, or otherwise committing waste on the Premises

22. Depositing all trash, garbage, rubbish, or refuse in the locations provided therefore and not allowing any trash, garbage, rubbish, or refuse to be deposited or permitted to stand on the exterior of any building or within the Common Areas

23. Making all requests concerning security devices in writing.

24. Abiding by any and all rules and regulations affecting the Premises or the Common Areas appurtenant thereto that may be adopted or promulgated by Landlord or other entity having authority over the Property.

By initialing below, you acknowledge and agree to the terms in Section.

X 

24. MAINTENANCE AND REPAIR; LANDLORD RESPONSIBILITIES

In addition to any responsibilities required by law, Landlord agrees to maintain the Premises in a safe and habitable condition; facilitate making any repairs required in order for the Premises to be in compliance with applicable housing codes, with such costs being borne by Landlord unless the repairs were necessitated by the negligence or intentional acts of Tenant; and maintain, repair, and replace, whenever necessary, the heating, plumbing, air conditioning, and electrical systems of the Common Areas. Tenant SHALL make all repair requests via the portal system.

X 

25. TENANT'S RIGHT TO WITHHOLD RENT; OTHER REMEDIES

Where a repair is the responsibility of Landlord, Tenant must notify Landlord with a written notice stating what item needs servicing or repair. Tenant must give Landlord reasonable opportunity to service or repair said item. Tenant acknowledges that rent will not be withheld unless a written notice has been served on Landlord at the appropriate location, giving Landlord a reasonable time to fix said item, and Tenant has otherwise complied with all applicable procedures required under state law. Under no circumstances may Tenant withhold rent unless said item constitutes a substantial breach of the warranty of habitability. Reasonable opportunity will, in no case, be less than 30 days, but in

emergency situations, Tenant will provide access as soon as possible. Tenant may have other remedies available when Landlord fails to repair a problem that materially affects the physical health or safety of an ordinary tenant. These rights include the right to repair and deduct; terminate the Agreement; and obtain a judicial order that Landlord make the repair, reduce the rent, pay Tenant damages (including a civil penalty), and pay Tenant's court and attorney's fees.

26. EXCESSIVE DAMAGE TO PREMISES

Excessive damage to the Premises or Furnishings by Tenant, invitees, agents, or guests will be grounds for Landlord to evict Tenant. Should a portion of the Premises thereby be rendered uninhabitable, Landlord will have the option of either repairing such injured or damaged portion or terminating this Agreement.

27. OBLIGATION TO NOTIFY

Upon receiving notice thereof, Tenant will immediately notify Landlord of any defects, accidents, events, circumstances, conditions, or hazards on the Premises or any systems thereof that have caused, are causing, or may potentially cause injury or damage to the Premises or any person or property located therein or nearby. Tenant will notify Landlord by all instantaneous methods of communication available, including phone, email, mobile texting, fax, in person, or otherwise.

28 CONSTRUCTIVE EVICTION

When conditions beyond Tenant's control cause the Premises to become wholly unfit for habitation due to damage by fire, water, nuisance, or other casualty, and Landlord is responsible for remedying those conditions but does not do so within a reasonable time after notification by Tenant, Tenant may vacate the Premises, terminate this Agreement, and withhold future rent. Tenant may also choose to pay a proportionate share of the rent according to the nature and extent of the damage sustained until the Premises has been rebuilt or made fit for the purpose of carrying on Tenant's business as conducted before the event causing the Premises to be unfit. Landlord will repay Tenant a prorated amount for any rent paid in advance covering the remainder of the period that Tenant is constructively evicted.

29. INSURANCE

It is acknowledged that, unless otherwise noted, Landlord does not maintain insurance to cover Tenant's personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of God, and/or any other causes. Landlord is not responsible for any loss or damage to property owned by Tenant or Tenant's guests or invitees unless resulting from Landlord's intentional or negligent acts. It is acknowledged that Landlord highly recommends that Tenant carry renter's insurance for fire, extended coverage, and liability to cover accidental injury and damage or loss of personal property and/or vehicle due to fire or theft.

By initialing below, you acknowledge and agree to the terms in Section.

X 

30. ENTRY OF PREMISES

Landlord and Landlord's agents will have the right at all reasonable times during the term of this Agreement, and any renewal thereof, to enter the Premises for the purposes of making any inspections, repairs, or improvements as may be deemed appropriate by Landlord or required by law; to supply agreed services; in order to show it to prospective residents, purchasers, or lenders; to address an emergency; or as provided otherwise herein. Landlord and its agents will further have the right to exhibit the Premises and to display the usual "for sale," "for rent," or "vacancy" signs on the Premises at any time before the expiration of this Agreement (the preceding rights and obligations also apply to any and all transferees of this Agreement). The right of entry will likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions that do not conform to this Agreement or to any restrictions, rules, or regulations affecting the Premises. Tenant agrees to make the Premises available to Landlord or Landlord's agents for purposes permitted under this Agreement. At all times Landlord must be provided with the keys, codes, or other items necessary for unlocking all locks and devices permitting entry into every room of the Premises. Tenant further agrees to seek permission from Landlord in writing if Tenant seeks to install any security or burglar alarm system and, if granted, to provide instructions on how to disarm such systems in case an emergency entry is required. Notice Required. No advance notice is required for entry if Tenant requests maintenance, repairs, or improvements. If Landlord reasonably believes that an emergency exists, such as a fire or serious damage or serious danger to the continued welfare of the Premises or Furnishings, or reasonably believes that the Premises has been abandoned (IF the tenants have vacated the premises for more than 17 days, that is considered abandonment of the property and voids the lease), Landlord will not be required to provide Tenant with advanced notice before entering the property. In all other situations, Landlord is required to provide reasonable written notice in compliance with state law prior to entry.

X _____

31. SUBORDINATION OF AGREEMENT

This Agreement and Tenant's interest hereunder are subordinate, junior, and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the Premises or Furnishings by Landlord; all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances); the interest payable on such mortgages, liens, or encumbrances; and any and all renewals, extensions, or modifications of such.

32. TERMINATION; TENANT'S HOLD OVER

The tenancy will automatically terminate at the expiration of the term unless the Parties agree otherwise. If Tenant remains in possession of the Premises without Landlord's consent after the natural expiration of this Agreement, then Landlord may evict Tenant by providing the appropriate notice and taking the necessary steps according to state law. If Tenant remains in possession of the Premises with Landlord's consent after the natural expiration of this Agreement but without signing a new agreement for the Premises with Landlord, a month-to-month tenancy will be automatically created between Landlord and Tenant that will be subject to all of the terms and conditions hereof. Landlord will give Tenant 30 days' notice if there will be any change in the rental payment amount or frequency in the event of a periodic tenancy.

Tenant and Landlord may not terminate this Agreement without 30 days' written notice if this becomes a month-to-month tenancy. Failure of Tenant to provide appropriate written notice to terminate a month-to-month tenancy will result in Tenant's continuing obligation under this Agreement for up to 30 days.

33. SURRENDER OF PREMISES

Upon the termination or expiration of the Agreement, Tenant must surrender the Premises and Furnishings in the same state and condition as they were at the commencement of this Agreement, except that Tenant will not be responsible for damage due to reasonable wear and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Tenant or Tenant's invitees, visitors, licensees, or subtenants. If Tenant changed the color of the walls or made other such cosmetic changes, then Tenant must return the appearance of the Premises and Furnishings to the same state and condition as they were at the commencement of this Agreement unless otherwise agreed in writing. If any of Tenant's property remains on the Premises after the last day of the term of this Agreement, such property will be considered abandoned unless Tenant received the prior written consent from Landlord to leave such property. Landlord may keep all abandoned property or remove such property at Tenant's expense. By initialing below, you acknowledge and agree to the terms in Section.

X 

34. RENT AND OTHER ADJUSTMENTS TO THE AGREEMENT

Landlord expressly reserves the right to modify the amount of the rental payments or any other term of this Agreement upon properly serving Tenant with thirty (30) days' advance written notice prior to the expiration of the rental term, except where explicitly prohibited by law. If Landlord pays a local tax based on rent and that tax increases, Landlord may pass through the increase by increasing the rent upon thirty (30) days' notice to Tenant, but not before the new tax becomes effective. Landlord may make a corresponding adjustment in the security deposit after a rent increase.

35. QUIET ENJOYMENT

If Tenant remains in compliance with the terms of this Agreement, Landlord covenants that Tenant will peacefully and quietly have, hold, and enjoy the Premises and Furnishings. Note: Landlord promises to notify Tenant in the event that Landlord has applied for a permit to demolish the rental unit or in the event there are outstanding inspection orders, condemnation orders, foreclosure proceedings, or declarations that the Property is unfit.

36. EMINENT DOMAIN

If the Premises, any part thereof, or any part of the Common Areas that substantially impact Tenant's use of the Premises is permanently taken or condemned for a public or quasi-public use or purpose by any competent authority, this Agreement will terminate as of the date title vests as a result of the taking. Landlord will repay Tenant a prorated amount for any rent paid in advance covering the remainder of the period in which the taking occurs.

37. INDEMNIFICATION

Landlord will not be liable and Tenant hereby waives all claims against Landlord for any damage to any property or any injury to any person in or about the Premises by or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of Landlord or its agents, employees, or contractors. Tenant agrees to protect, indemnify and hold Landlord entities harmless

from and against any and all loss, claims, liability, or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property or any injury to any person occurring in, on, or about the Premises to the extent that such injury or damage is caused by or arises from any actual or alleged act, neglect, fault, or omission by or of Tenant, its agents, servants, invitees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Tenant in or about the Premises or from transactions of Tenant concerning the Premises or Furnishings; (c) Tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises or Furnishings or its occupancy; or (d) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Agreement. The provisions of this paragraph will survive the termination of this Agreement with respect to any claims or liability accruing prior to such termination.

By initialing below, you acknowledge and agree to the terms in Section.

X 

38. MOLD PREVENTION

Tenant is responsible for taking all reasonable measures to prevent the accumulation or growth of mold. If the Landlord, in its sole, absolute, and unreviewable discretion, determines that the Tenants actions have substantially contributed to the existence of mold on the premises, the costs to ameliorate the mold issue will be assessed to the Tenant.

X 

39. NON-LIABILITY OF LANDLORD

Landlord will not be liable for any damage or injury that may be sustained by Tenant or any other person, as a consequence of the failure, breakage, leakage, or obstruction of the water, plumbing, steam, sewer, waste, or soil pipes, roof, drains, leaders, gutters, valleys, downspouts, or the like, or of the electrical, gas, power conveyor, refrigeration, sprinkler, air conditioning, or heating systems, elevators, or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or of Landlord or Landlord's or any other tenant's agents, guests, licensees, invitees, subtenants, assignees, or successors; or attributable to any interference with, interruption of, or failure beyond the control of Landlord, of any services to be furnished or supplied by Landlord.

40. STORAGE OUTSIDE LEASED PREMISES

Landlord is not responsible for the protection or safety of Tenant's belongings that are stored in any storage spaces inside, or outside, of the primary dwelling. It is Tenant's responsibility to obtain insurance to protect Tenant's belongings against loss.

41. ATTORNEY'S FEES; JURY TRIALS

In the event any dispute arises between Landlord and Tenant concerning this Agreement that results in litigation, the losing Party must pay the prevailing Party's reasonable attorney's fees and court costs, which will be determined by the court and made a part of any judgment. It is acknowledged, between the Parties that jury trials significantly increase the costs of any litigation between the Parties. It is also acknowledged that jury trials require a longer length of time to adjudicate the controversy. On this basis, all Parties waive their rights to have any matter settled by jury trial.

42. REIMBURSEMENT

If Tenant fails or refuses to comply with any of the terms and conditions of this Agreement, Landlord may carry out and perform such conditions at the cost and expense of Tenant, which amounts will be payable on demand to Landlord. This remedy will be in addition to such other remedies as Landlord may have by reason of the breach by Tenant of any of the terms and conditions of this Agreement. Upon Landlord's written consent, Tenant may make improvements or repairs to the Premises or Furnishings, or undertake an obligation of Landlord's, and deduct the relevant expenses from rental payments.


By initialing below, you acknowledge and agree to the terms in Section.

X 

43. LIENS

If any mechanical, construction, or other liens are created or filed against the Premises or Furnishings by reason of labor performed or materials furnished for Tenant in the erection, construction, completion, alteration, repair, or addition to any building or improvement, Tenant will upon demand, at Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed. Failure to do so, will entitle Landlord to resort to such remedies as are provided herein in the case of any default of this Agreement, in addition to such as are permitted by law.

44. WAIVER OF SUBROGATION RIGHTS

So long as their respective insurers so permit, Tenant and Landlord hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, all risks, or other now or hereafter existing for the benefit of the respective Party but only to the extent of the net insurance proceeds payable under such policies. Each Party agrees to obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver. 

45. DEFAULT

If Landlord determines that Tenant is in default of this Agreement, Landlord will provide Tenant with the appropriate written eviction notice as specified under state law and under which Tenant may have a limited number of days to cure the default unless otherwise excepted. The following list is not exhaustive, but is illustrative of material breaches of this Agreement, which constitutes an immediate default:

1. Paying late more than three times during the term of their lease.
2. Violating 102 of the Controlled Substances Act (21 U.S.C.802).
3. Providing false or misleading information on the rental application.
4. Declare bankruptcy.

46. NON-WAIVER OF RIGHTS

Landlord's failure to require compliance with the conditions of this Agreement, or to exercise any right provided herein, will not be deemed a waiver by Landlord of such condition or right. Landlord's acceptance of rent with knowledge of any default under agreement by Tenant will not be deemed a waiver of such default, nor will it limit Landlord's rights with respect to that or any subsequent right.

47. EXTENDED ABSENCE

Tenant must notify Landlord of an anticipated extended absence from the Premises that will be in excess of seven days; however, the notice may be given as soon as reasonably possible after Tenant knows the absence will exceed seven days. NOTE: Climate control no less than 55 degrees must be maintained during extended absences especially during winter months.

48. ABANDONMENT; EVICTION

If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, or if Tenant is evicted, Tenant will remain liable for any loss of rent for the remainder of the rental term, and Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatsoever. At this point, Landlord may, at Landlord's discretion, as agent for Tenant, re-let the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right of re-entry is exercised following abandonment of the Premises by Tenant, then Landlord will consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord deems proper, and Landlord is hereby relieved of all liability for doing so.

By initialing below, you acknowledge and agree to the terms in Section.

X _____

49. VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING

If Tenant or a child living with Tenant has been the victim of domestic violence, sexual assault, or stalking, state law may give Tenant the right to be released from the Agreement upon providing the appropriate notice to Landlord according to state law. A tenant who has a reasonable apprehension of present danger to it or its child of domestic violence, sexual assault, or stalking may have special statutory rights to seek a release of rental obligation. Upon notice of such domestic violence, sexual assault, or stalking, Landlord must promptly change Tenant's locks or give Tenant permission to change the locks. If the abuser lives with Tenant as a co-tenant, Tenant must first provide Landlord with a court document that orders the abuser to move out before the locks are changed. Landlord may not allow the abuser into the unit without Tenant's permission, unless a court orders the entry. The abuser is jointly responsible for the rent and any damages to the Premises and Furnishings until that person's tenancy ends. If the abuser is not a co-tenant, Tenant does not need to provide proof to Landlord that the violence occurred. If Landlord refuses or takes too long to change the locks, Tenant can change the locks without Landlord's permission, but Tenant must give a copy of the new key to Landlord. Tenant is ultimately responsible for the cost of changing the locks, but if Tenant cannot initially afford to pay for the lock change, Landlord will pay for the lock change and Tenant must reimburse Landlord within 90 days. If this paragraph applies to you, you should consult Landlord, check your state laws, or speak with a licensed attorney about your options.

50. BED BUG PREVENTION

This paragraph is meant to provide Tenant with educational information on bed bugs and their prevention. Bed bugs are small insects that feed on human blood. They do not transmit diseases, but their bites can leave itchy red welts on their victims. Adult bed bugs appear reddish-brown and have a flattened, oval shape about the size of an apple seed. To prevent bed bugs you should always inspect furniture, clothing, and mattresses before bringing them into your home or when returning from a trip, and wash them if you think they might have bed bugs. While it helps to cover mattresses in plastic, bed bugs are difficult to remove. Therefore, consult a licensed pest control company to help you remove them. Do not attempt yourself to use any toxic chemicals inside the unit. You should promptly notify Landlord if you think you have a bed bug problem in the unit. Landlord can help point you to additional information and help you locate a suitable pest control company. Unless contrary to state or local law or otherwise agreed in writing, Tenant agrees to pay the cost of hiring a pest control company for bed bug removal.

51. RECORDING OF AGREEMENT; CERTIFICATE OF REGISTRATION

Tenant may not record this Agreement on the Public Records of any public office unless required by law. Unless recording is required by law, in the event that Tenant records this Agreement, this Agreement will, at Landlord's option, terminate immediately and Landlord will be entitled to all rights and remedies that it has at law or in equity. If required by law, Landlord will provide Tenant a copy of Landlord's Certificate of Registration, or any similar registration required, at the execution of this Agreement or commencement of the Agreement. If Landlord files an amended certificate during this Agreement, Landlord will furnish Tenant with a copy of the amended certificate within any applicable time limit after the amended certificate is filed with the municipal clerk, or with such other municipal official as is designated by the clerk or state or local law.

52. NOTICE

Any notice, service of process, or demands required or permitted under this Agreement or under law will be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows: IF TO LANDLORD SEND TO:

Leyhe Properties, LLC

PO Box 114

Mahomet, IL 61853

IF TO TENANT SEND TO:

Landlord and Tenant each have the right from time to time to change the place of notice by giving the other Party written notice of this change. Tenant must immediately notify Landlord or manager of the Premises in person or at above address of any emergencies, dangerous conditions, or defects in and about the Premises or Furnishings of which Tenant becomes aware.

53. TELEPHONE NUMBERS & E-MAIL ADDRESSES

Both Landlord and Tenant are entitled to know each other's telephone number & e-mail address, if any, at all times. Landlord and Tenant agree to notify each other within five calendar days of any change in their respective telephone numbers or e-mail addresses.

Landlord's Telephone Number(s): 217.493.0545

Landlord's Email: timleyhe@gmail.com

Tenant's Telephone Number(s): ~~(618) 477-8190~~

Tenant's Email Address(es): ~~timleyhe@gmail.com~~

Emergency Contact: ~~Veronica Jones (618) 771-5109~~

By initialing below, you acknowledge and agree to the terms in Section.

X ~~_____~~

54. Entire Agreement. Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant in executing and delivering this Agreement is not relying upon, any warranties, representations, promises, or statements, except to the extent that they are expressly set forth in this Agreement. It is understood and agreed that all understandings and agreements of the Parties are merged into this Agreement, which alone fully and completely expresses their agreements.

55. Survival of Tenant's Obligations. All of Tenant's obligations and covenants arising by or during the term of this Agreement and that are not fulfilled at the termination of this Agreement will survive the termination of this Agreement.

56. Modification. The Parties hereby agree that this document contains the entire agreement between the Parties and this Agreement may not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the Parties hereto.

57. Severability. If any provision of this Agreement or the application thereof is held, for any reason and to any extent, invalid or unenforceable, neither the remainder of this Agreement

nor the application of the provision to other persons, entities, or circumstances will be affected thereby, but instead must be enforced to the maximum extent permitted by law.

58. Cumulative Rights. Landlord's and Tenant's rights under this Agreement are cumulative and will not be construed as exclusive of each other unless otherwise required by law.

59. Joint and Several Liability. If more than one person signs this Agreement, then the liability of the persons so signing will be joint and several. The language "joint and several" means that if more than one person has signed this Agreement, then each of these persons individually and all of these persons collectively are fully responsible for fulfilling all of the obligations of this Agreement, except where expressly otherwise agreed between Landlord and Tenant. For example, one person signing the Agreement may be liable for any or all damages to the Premises or Furnishings, even if caused by another person signing the Agreement, and one person signing the Agreement is liable for the total amount of rent due, even though other persons have also signed the Agreement.

60. Binding Effect. The covenants, obligations, and conditions herein contained will be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto. The obligations of Landlord under this Agreement will not be binding upon Landlord named herein with respect to any period subsequent to the transfer of Landlord's interest in the Premises as owner or lessee thereof, and in event of such transfer said obligations will thereafter be binding upon each transferee of the interest of Landlord.

61. Governing Law. This Agreement will be governed, construed, and interpreted by, through, and under the laws of the State of Illinois.

62. Descriptive Headings. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of Landlord or Tenant.

63. Constructions. The pronouns used herein include, where appropriate, either gender or both, singular and plural. The terms "Landlord" and "Tenant" include the singular as well as the plural.

64. Non-Waiver. No indulgence, waiver, election, or non-election by Landlord under this Agreement will affect Tenant's duties and liabilities hereunder.

65. Time of Essence. Time is of the essence for this Agreement.

66. Force Majeure. Performance of any obligation under this Agreement by any Party will be excused for the duration of any event or circumstance causing a delay in performance through no fault of the obliged Party, including, without limitation, war; reasonably unforeseen supply shortages; changes in law or regulation; strikes; riots; lock-outs; labor troubles; power outages caused by weather or third parties; and natural events, such as blizzards, torrential rain, or tornadoes.

67. Counterparts; Electronic Signature. This Agreement may be executed in counterparts, including by fax, email, or other facsimile, each an original but all considered part of one Agreement. Electronic signatures placed upon counterparts of this Agreement by a Party or their approved agent will be considered valid representations of that Party's signature.

68. Antidiscrimination Clause. It is illegal for either the Owner, Agent or any licensee to refuse to show, display, lease or sell to any person because of one's membership in a protected class, e.g., race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental disability, familial status, sexual orientation, unfavorable discharge from the military service, military status, order of protection status or any other class protected by Article 3 of the Illinois Human Rights Act.

69. LEASEHOLD EXEMPTION

Tenant shall be liable for the payment of real estate taxes with the respect to the residence, in accordance with the terms and conditions of Section 200-15-175 of Chapter 35 Illinois Compiled Statutes, as amended (35 ILCS 200-15-175, (1994)). The permanent real estate index number for the residence is: 20-09-01-179-036. Tenant shall be deemed to be satisfying Tenant's liability for such real estate taxes through the monthly rent payments as set forth above.

By ~~initialing~~ below, you acknowledge and agree to the terms in Section 13.

~~_____~~

70. SCHEDULE A

1. FURNISHINGS

This SCHEDULE A - FURNISHINGS is hereby incorporated into the RESIDENTIAL LEASE AGREEMENT FOR ILLINOIS entered into on _____, by and between Leyhe Properties, LLC (hereinafter "Landlord") and _____ (hereinafter "Tenant") and associated with the real property situated at _____. All terms used herein are defined according to the Agreement. If Tenant decides to use their own furnishings, the original furnishings must be kept on the premises at all times and returned to their original place and function before they moved into the property. The Premises comes furnished with the following Furnishings:

- ⊕ Oven/Range - _____
- ⊕ Refrigerator - _____
- ⊕ Dishwasher - _____
- Microwave - _____
- ⊕ Washer - _____
- ⊕ Dryer - _____

By ~~initialing~~ below, you acknowledge and agree to the terms in Section.

X ~~_____~~

71. SCHEDULE B

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Landlord's disclosure, has informed Landlord of Landlord's obligations and is aware of licensee's responsibility to ensure compliance.

By initialing below, you acknowledge and agree to the terms in Section.

X 

72. SCHEDULE C

1. MOVE-OUT PROCEDURES

Below are "Move-Out" procedures to be followed when vacating your house: You shall be responsible for cleaning the following:

1. floors washed & carpets vacuumed and Professionally shampooed
2. bathroom fixtures and storage
3. kitchen cupboards inside and outside
4. sinks & dishwasher
5. stove top, oven & range hood
6. refrigerator (freezer defrosted, everything washed & Unplugged)
7. walls
8. closets & furnace room/utility room swept, dusted, and vacuumed
9. fireplace (all debris cleared)
10. basement (floors) & garage swept, dusted, and vacuumed If house is left without adequate cleaning, our minimum charges for cleaning are listed below. The following charges are only estimates. You will be billed the actual invoice costs for cleaning.

Vacuuming floors (per room) \$5

Refrigerator/Freezer (double if mold or mildew is present) \$30

Stove top, oven or storage drawer \$40

Range hood \$15

Kitchen/Bathroom Sink (per sink) \$5

Kitchen cupboards, drawers or cabinets \$25

Dishwasher \$15

Microwave \$10

Kitchen or bathroom floors (per room) \$15

Toilet \$20

Shower/Tub \$20

Medicine chest/ cabinet \$5

Kitchen Pantry \$10

Fireplace \$15

Closet (per room) \$5

Storage room \$15

Patio or Deck (if applicable) \$15

Trash Removal (per bag) \$15

Shampooing of Carpet \$50

1. LEAD-BASED PAINT DISCLOSURE

This SCHEDULE B - LEAD-BASED PAINT DISCLOSURE is hereby incorporated into the RESIDENTIAL LEASE AGREEMENT FOR ILLINOIS entered into on _____, by and between Leyhe Properties, LLC (hereinafter "Landlord") and (_____) (hereinafter "Tenant") and associated with the real property situated at _____. All terms used herein are defined according to the Agreement.

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY. Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (three times) damages, attorney's fees, costs, and a base penalty up to \$11,000 (plus adjustment for inflation). The current penalty is up to \$16,000 for each violation.

Disclosure for Target Housing Rentals and Leases Disclosure of Information on Lead-Based Paint and/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 lead poisoning prevention.

Landlord's Disclosure to Tenant and Real Estate Licensee(s) and Acknowledgment

1. Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing or rental period.

2. Presence of lead-based paint and/or lead-based paint hazards (check one box below):

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

Landlord has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):

3. Records and reports available to Landlord (check one box below):

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

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

Tenant's Acknowledgment

4. Tenant has read the Lead Warning Statement above and understands its contents.

5. Tenant has received the pamphlet "Protect Your Family From Lead in Your Home," or has access to it online at http://www.fsa.usda.gov/Internet/FSA_File/pfflinyhbrochure.pdf.

Pest Control (flea) \$500
Wall Cleaning (per room) \$15
Nail holes and spot paint \$15

1. Damages to house interior (walls, doors, woodwork, carpet, flooring, windows, blinds, counters, appliances, etc.) in excess of normal wear and tear will be charged according to the actual cost of repair (including LABOR AND COST OF MATERIALS).

2. If painting is required due to tenant neglect, the following approximate charges less normal wear and tear should be noted:

Entire House \$1,000-2,500
Breakdown by room
Living or Dining Room \$400
Kitchen \$250
Hallways \$200
Bedrooms \$250 per room
Closets \$250
Utility Room \$100


1. There will be a charge according to the actual cost of each light bulb we need to replace on the premises after you vacate.
2. Do not turn off the furnace (leave set at 68). Leave air conditioner at 76.
3. Call the utility companies and ask them to turn off your utilities the day after your lease ends. This is needed so we have the power to check the premises after it has been vacated. If we need to clean the property and there is no power or water, there will be a 50% increase in the above stated charges and the actual cost of reinstating utilities.
4. Return all keys to the office at the same time. There will be a fee charge of \$150 if all keys are not returned on the last day or your lease by 5:00 p.m. If no keys for a given lock are returned on the last day of the lease, the Tenant will be charged for the actual cost of labor and materials for replacement of the lock(s).
5. Leave your forwarding address on an index card with the office so your security deposit/final invoice statement can be mailed to you.
6. Move-out must be completed by 5:00 p.m. on the last day of your lease. Move-out is not completed until all personal items have been removed from the premises and all keys have been returned to Leyhe Properties, LLC. Late move-out will result in a charge of twice your daily rent per day or any part of a day, and any other charges the incoming tenant might incur because of a late move-in (i.e., temporary lodging).
7. Following the termination date of the lease, any material (of apparent value) left by the Tenant after the property has been vacated will be discarded.


By initialing below, you acknowledge and agree to the terms in Section.

X. 

Sign and ACCEPTANCE

Each Party acknowledges that it has read and understood all the terms of this Agreement and hereby agrees to be bound thereby, including any attached schedules, exhibits, or addendums. Tenant further acknowledges that it was under no duress in signing this Agreement and had full opportunity to negotiate the terms contained herein and to consult independent counsel.

X 
Lessee

X 
Leyhe Properties
Lessor
Timothy Leyhe



Next Up Assets

2909 Watterson Ct • Champaign, IL 61822
(217) 607-2859



1. Residency and Financials

1.1 PARTIES AND OCCUPANTS

This Lease Contract is between you, the undersigned resident(s):

<<Tenants (Financially Responsible)>>

and us, the owner/agent:

<<Company Name>>

You've agreed to rent the property located at

<<Unit Address>>

for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

The property will be occupied exclusively by the resident(s) listed above. The Owner/Agent must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

1.2 LEASE DURATION

The terms of this tenancy shall commence on <<Lease Start Date>> and end on <<Lease End Date>>.

1.3 RENTS AND CHARGES

The total monthly rent amount is Total monthly rent. You shall pay Tenant rent portion per month for rent plus additional monthly charges of Additional monthly charges. You will also pay \$15.00 monthly for our Landlord Liability Insurance unless you provide your own Renters Insurance. The first month's rent and/or prorated rent amount of <<Prorated Rent>> plus additional move in charges of Additional move in charges shall be due prior to move-in.

Every month thereafter, you must pay your rent on or before the 1st day of each month. There is no grace period. The following late fees will apply for payments made after the 1st:

Late fee rule: <<Late Fee Rule>>

Daily late fee: <<Daily Late Fee>>

A charge of \$25 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Owner/Agent by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized.

We may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the HAP contract with the Housing Authority of Champaign County.

Payments shall be dropped off or mailed to:

2909 Watterson Court, Champaign, IL 61822

Rent payments can be made via cash, check, money order, online through the tenant portal or over the phone with a credit/debit card. Please contact leasing@NextUpAssets.com for more information. Questions or emergency calls can be directed to the office: 217-607-2859. We also have a secure 24-hour drop slot for payments on our front door. Please include your name & address with all payments.

1.4 SECURITY DEPOSIT

The total security deposit at the time of execution of this Lease Contract for all residents in the property is <<Security Deposit Charges>>, due on or before the date this Lease Contract is signed. We will hold the security deposit for the term of the tenancy and, upon termination of the tenancy, reserve the right to use the security deposit, or portions thereof, to cover any charges related to your, performance of this Lease Contract, including, but not limited to, cleaning, repair of damages, unpaid rent, late fees, and returned check fees.

SECURITY DEPOSIT WILL NOT BE APPLIED TOWARDS LAST MONTHS RENT.

1.5 UTILITIES

You'll pay for all utilities: weekly trash pickup, electricity & gas (if applicable), water, telephone, cable/internet and sewer/septic charges and all related deposits, charges, fees, or services on such utilities. We do not guarantee or warrant that there will be no interruption of utility service. You shall contact the utility service provider in the event of an interruption of service. If your electricity is ever interrupted, you must use only battery-operated lighting.

You must establish the following utilities in your name before move in:

1. Ameren Illinois 800-755-5000
2. Illinois American Water 800-422-2782
3. Weekly trash pickup with the provider of your choice. This applies to single family homes only. Multi family units will be billed back for trash pickup.

You will be billed back monthly through the tenant portal for sewer/septic fees.

1.6 INSURANCE

We do not maintain insurance to cover your personal belongings or personal injury. You assume all liability for personal injury, property damage or loss, and insurable risk. We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Our policy does not cover your personal belongings, it is Liability coverage in the event of accidental damage by tenants to our property.

Failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

For the duration of the Lease, Lessee is required to maintain and provide the following minimum required insurance coverage:

\$100,000 Limit of Liability for Lessee's legal liability for damage to Lessor's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance"). Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease and Lessor shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Lessor and seek contractual reimbursement from the Lessee for all costs and expenses associated with such purchase. This may be referred to as "force placed insurance". Lessee may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Lessor, who may purchase such coverage through the Lessor's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LLIP coverage shall be charged to Lessee by the Lessor as a recoverable expense under the Lease. Some important points of this coverage, which Lessee should understand are: LLIP is designed to fulfill the insurance requirement of the Lease. Lessor is the Insured under the LLIP. This is single interest forced placed insurance. Lessee is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Lessor. LLIP coverage is NOT personal liability insurance or renters insurance. LLIP does not cover the Lessee's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice to obtain personal liability insurance or renters insurance to protect Lessee's interests. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease. If Lessee has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Lessor may purchase Lessor Insurance without notice and add the total cost associated therewith to Lessee's monthly rent payment. Licensed insurance agents may receive a commission on the LLIP. In the event that loss or damage to Lessor's property exceeds the amount of Required Insurance, Lessee shall remain contractually liable to Lessor for such amount. In the event of liability to any other party for bodily injury or property damage, Lessee shall remain liable to such other party. It shall be the Lessee's duty to notify Lessor of any subsequent purchase of Renters Insurance. As used in this Addendum: "Lease" may be interchangeable with "Lease Agreement"; "Lessee" may be interchangeable with "Resident" or "Tenant", and "Lessor" may be interchangeable with "Landlord" or "Owner". Scheduling of the premises under the LLIP is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LLIP will be terminated by the Lessor.

If you choose not to provide your own insurance, we will automatically enroll you in our Landlord Liability Insurance Policy at the monthly rate of \$15.00.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

2. Policies and Procedures

2.1 COMMUNITY POLICIES OR RULES

The failure of Lessee to perform any of the foregoing covenants, shall constitute a breach of this lease, and Lessor may under due process of law, evict Lessee from said leased premises and may pursue any and all other remedies, either at law or in equity. Lessee agrees that Lessor shall be entitled to recover from Lessee reasonable attorney fees and all other costs incurred by lessor for enforcement of the terms, covenants, and provisions of this lease as indicated by the local courts.

Lessee shall quit and surrender said premises at the end of the term hereof or any renewal thereof clean and in good condition as received, normal wear and tear, destruction by fire not caused by Lessee's negligence or acts of God accepted. Should Lessee fail to vacate at the termination of this lease the maximum charge permitted by law is due and payable for every day or fraction of each day past the termination date. Also, Lessee shall be liable for such other damages incurred through the loss of a prospective tenant(s) by the Lessor and for additional expenses incurred by the injured parties.

The failure of Lessor to perform any of the foregoing terms, covenants or provisions shall constitute a breach of this lease and, although Lessee may not withhold rent therefore, he may pursue any other remedy either at law or in equity.

Lessee agrees that lease shall not be terminated by reason of interruption of any services whether by strike, riot, orders or acts of public authorities or any other acts beyond the control of Lessor.

This lease constitutes the whole contract between Lessor and Lessee, and Lessee states that no representation, promises, or other inducements have been made to him by Lessor or his agent other than the terms and conditions as herein contained in this lease.

Possession contingent upon full payment of security deposit and first months rent in good funds.

Your rental application shall become a permanent attachment to this lease. The "Application for Rental" form given to Lessee by Lessor is made a part of this lease by reference. Any false information supplied in or omitted from that form, and any violation of the terms, shall constitute breach of this lease.

2.2 TENANT CONDUCT

Both the Lessor and Lessee hereby expressly agree that the lease premises are for residential use and enjoyment of those who have signed this lease. THERE WILL BE NO DAYCARE SERVICES ALLOWED. Lessee and their guests, family, visitors and affiliates shall not engage in illegal activity, specifically the use, sale or distribution of drugs on or near the property. Such conduct shall be a breach of the lease agreement and Lessor may terminate this lease immediately upon giving written notice to Lessee. Lessee agrees not to use said leased premises or to permit the use thereof, in such a manner as to make void or increase the rate of insurance thereon, and to comply with all ordinances and laws now or hereinafter in effect and to save, harmless, Lessor from any and all charges for damages for nonobservance thereof. Lessor and Lessee agree that Lessee may entertain guests, but Lessee specifically guarantees that such guests will not visit often enough to reasonably consider them to be regular occupants of leased premises. If Lessee's conduct or the conduct of Lessee's guests disrupts other occupants or the Lessor or the Lessor's agents, or creates a nuisance, such conduct shall be a breach of the lease agreement and Lessor may terminate this lease immediately upon giving written notice to Lessee. Lessor may pursue all other remedies granted to him under this lease.

2.3 RESIDENT SAFETY AND PROPERTY LOSS

You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. You agree to make every effort to abide by the rules and guidelines in this Lease Contact.

Casualty Loss

We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

In case said leased premises shall be rendered untenable by fire or other casualty, Lessor may, at Lessor's option terminate this lease or repair said premises within ninety (90) days. Failure to so repair will terminate this lease without any further liability of Lessee. All of Lessee's personal property of any kind and description shall be kept in said leased premises at Lessee's sole risk. Lessee agrees that Lessor shall not be liable for any damage to or loss of Lessee's personal property regardless of the source or cause of such damage, casualty or calamity; said damage or loss of Lessee's personal property includes but is not limited to fire, theft, negligence or omission or misconduct by

Lessor or his agents, leaking or busting water or sewer pipes or explosions. Lessor will furnish such proper maintenance and service as may be necessary to said leased premises. However, Lessee agrees that Lessor shall not be liable to Lessee or Lessee's guest(s) or visitor(s) on said leased premises for any damage, injury or loss to either person or property

Smoke Detectors

The Unit is equipped with smoke and carbon monoxide detectors in accordance with state or local government regulations. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. You will be liable to others and us for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke detector or from your failure to replace a dead battery or report malfunctions to us.

Safety and Crime Free

You or any guest or resident under your control, should not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

2.4 PARKING

You will park on the property at your own risk. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from existing, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes.

2.5 ANIMALS

NO ANIMALS are allowed at any time, including visitors' animals.

Any animals found on the premises without written permission, even visitors animals, will result in a \$500.00 fine.

You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a service animal for a disabled person. We will require a written statement from a qualified professional, verifying the need for the service animal.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for de-fleaing, deodorizing, and shampooing.

X _____
Initial Here

2.6 OUTDOOR AREAS/LAWNCARE/PEST CONTROL

Residents of SINGLE FAMILY HOMES will be responsible for mowing the grass and keeping the lawn/weeds to taller than 8 inches per city code. Lessee shall maintain and prevent damages to the outdoor area of said leased premises, including but not limited to mowing of grass and weeds, removal of debris and pet waste. Lessee agrees to keep the driveway, sidewalks and yard free from debris. Should Lessee fail to maintain the outdoor area(s) of said leased premises, Lessor may maintain the same, and charge the expense incurred to the Lessee. If Lessee fails to reimburse Lessor, all costs incurred shall be deducted from security deposit.

No trampolines are allowed on the property.

Grills/smokers must be at least 10 feet from all building structures at all times.

Residents of SINGLE FAMILY HOMES are responsible for scheduling and paying for pest control, as needed. Residents in MULTI FAMILY UNITS must notify the Landlord of any pest issues immediately so we can schedule pest control services. All Lessees must maintain a clean home in order to avoid insect/pest/rodent issues. Lessee is responsible for notifying the Landlord of any insect/pest issues. Lessee will be held responsible for any damages caused by pests that have resulted from Lessee's misuse, waste or neglect, or that of Lessee's family, agent, employee or guests. Lessee must notify Lessor of any ongoing pest issues at the residence.

X _____
Initial Here

2.7 MAINTENANCE

Lessee will be responsible for all plumbing and sewer blockages deemed to be the fault of the Lessee or Lessee's agent, employee or guests. Nothing other than toilet paper goes in the toilet; nothing other than water/liquid goes down the sinks. Lessee agrees to participate in handling of minor maintenance items including but not limited to unclogging/plunging of drains and toilets, changing light bulbs, replacing (or cleaning if applicable) the furnace filter every 60-90 days, tightening of screws, changing smoke detector & thermostat batteries, checking breakers, etc. Lessee shall be responsible for any damages including but not limited to the structure, appliances, plumbing, garage door, windows, doors etc. that have resulted from Lessee's misuse, waste or neglect, or that of Lessee's family, agent, employee or guests.

PLUMBING MAINTENANCE

Do NOT put anything other than toilet paper down the toilet.

- NO WIPES (even "flushable" wipes).
- NO PAPER TOWELS
- NO FEMININE PRODUCTS

Do NOT put anything other than liquids down the sinks.

- NO FOOD, NO GREASE

Before you send in a maintenance request, please try the following: ◇

- Plunging the toilet (we do not provide plungers)
- Putting baking soda and vinegar down the toilet, then plunging

If you are still unable to flush and/or you have backup in more than one location (sinks, bathtub or toilet), please use the tenant portal to submit a maintenance request. **YOU MUST INCLUDE THE FOLLOWING INFORMATION:**

- Your name, phone number and address
- The nature of the issue: For example, toilet is not flushing, toilet is running, is there backup anywhere other than the toilet (sinks or tub?)
- Do you have any pets?
- Do we have your permission to enter? If not, when will you be home? Maintenance will contact you to schedule service.
- If the issue is deemed to be the human error, the tenant will be billed back for the plumbing charges.

The Landlord does not provide replacement light bulbs, thermostat batteries, furnace filters, window treatments, shower curtain rods, screen doors, garbage disposals, microwaves, ceiling fans or window treatments/blinds.

HVAC MAINTENANCE

You are required to purchase and replace the furnace filters at least 60-90 days and to replace thermostat batteries and smoke detector as needed. If your heat/air conditioning isn't working properly or your smoke detector is beeping, please do these before submitting a maintenance request.

If your heat/air conditioning is not working properly, you will need to send us a picture of your thermostat to determine what the issue might be.

YOU MUST INCLUDE THE FOLLOWING INFORMATION:

- Your name, phone number and address.
- The nature of the issue. For example:
 - Toilet is not flushing, toilet is running, there is backup coming from the toilet, sink or tub
 - Heat is set on 72 but the thermostat is only reading 60 degrees inside the house
- Do you have any pets?
- Do we have your permission to enter? If not, when will you be home? Maintenance will contact you to schedule service if you prefer to be home.
- If the issue is deemed to be the human error, the tenant will be billed back for the plumbing/HVAC charges.

Requests for repairs and maintenance items MUST be directed to the tenant portal.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3. Responsibilities

3.1 NO SMOKING POLICY

If Lessee allows anyone to smoke inside the residence; Lessee agrees to pay the full cost of eliminating the effects of that smoking in this home. Smoking of ANY KIND (cigarettes, cigars, vaping, marijuana, etc.) by Lessee or Lessee's family, agent, employee or guests inside this property is a direct violation of the lease and will result in immediate eviction.

SMOKING IS ALLOWED OUTSIDE ONLY and MUST BE DONE AT LEAST 15 FEET FROM ALL BUILDING STRUCTURES.

X _____
Initial Here

3.2 CONDITION OF PREMISES/ALTERATIONS/KEYS & LOCKS

You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You shall maintain the premises in good, clean and tenantable condition throughout the tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. You may not paint or make any permanent alteration without our written consent.

Lessor will furnish Lessee, free of charge, a key to each door or lock in the Premises and a garage door opener (if applicable). Lessor may make a reasonable charge for any additional or replacement keys. Lessee will not duplicate any keys, alter any locks or install any new or additional lock or bolt on any door of its Premises or on any other part of the Building. On the termination of the Lease, Lessee will deliver to Lessor all keys/openers to any locks or doors in the Building which have been obtained by Lessee. Any and all expenses related to rekeying locks which have been altered by the Lessee will be the financial responsibility of the Lessee. Any expenses related to lost keys or "lock-outs" will be the financial responsibility of the Lessee. **LESSEE MAY NOT CHANGE THE LOCKS FOR ANY REASON WITHOUT PERMISSION FROM THE LANDLORD.**

3.3 REQUESTS, REPAIRS, MALFUNCTIONS

You shall report any damage or problem immediately upon discovery or you may be held responsible for the cost. Our complying with or responding to any oral request regarding security or nonsecurity matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

3.4 RIGHT OF ENTRY AND INSPECTIONS

We have the right to enter the premises at all reasonable hours, with proper notice, for the purpose of inspection, responding to your request, making repairs and/or preventative maintenance, pest control, showing to prospective residents, buyers, loan officers or insurance agents, and for any emergency situations that may arise.

3.5 MOVE-OUT

You will give us a written notice with your intent to vacate 30 (thirty) days prior to the date of expiration of the Lease Contract. In such notice, you will include your forwarding address.

Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and eviction affect your rights to property left in the apartment. Surrender, abandonment, and eviction do not affect our mitigation obligations.

Cleaning

You must thoroughly clean the unit, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

Charges

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the apartment and is missing; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

Deposit Refund

After you vacate the property and return your keys and garage door opener to our office we'll return your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 (thirty) days after the Lease Contract termination and delivery of possession to us via USPS mail or e-check.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
Initial Here

4. General Clauses

4.1 LEAD BASED PAINT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of 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 lead-based paint hazards in the dwelling. Lessor and his agents have no knowledge of lead based paint and/or lead based paints hazards in the housing.

4.2 RELEASE FROM LEASE CONTRACT

Unless you're entitled to terminate this Lease Contract, you won't be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

Military Personnel Clause

You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the Armed Forces of the United States. You must give us written notice of termination, 30 (thirty) days prior to the termination date. You must provide us proof that you qualify for this limited exception.

Replacements and Subletting

Lessee has the right to sublet or assign said leased premises to applicants approved by Lessor. The subleasing tenant must meet the same occupancy qualifications as the original occupant. If Lessee does sublet or assign said leased premises, Lessee understands and agrees that, in the absence of a written agreement between Lessor and Lessee to the contrary, Lessee remains secondarily liable for the terms of this lease. Failure of the Lessor to object to any unapproved sublet or assignment of said leased premises shall not constitute a waiver by Lessor on any such breach. Where applicable, actual costs incurred by Lessor when Lessee sublets or assigns lease, not to exceed \$100.00 unless substantiated in writing, will be paid to the Lessor when there is a change in tenancy. Actual costs include site inspections, reference and records checks, credit checks and clerical time involved in the transaction.

4.3 DEFAULT BY RESIDENT

You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: failure to pay rent or other amounts that you owe when due; you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, or engages in dangerous behavior, regardless of whether or where arrest or conviction occurs; you abandon the apartment; you give incorrect or false answers in rental application or you provide false or fraudulent documentation requested by us; you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense; any illegal drugs or paraphernalia are found in your apartment; you or any guest or occupant engages in any prohibited conduct; or you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government. If you are in default for any reason, we may file a suit for Lease

Contract termination after giving you fourteen (14) days written notice of Lease Contract termination. Such notice will state that your Lease Contract will terminate fourteen (14) days of your receipt of the notice, unless the breach is remedied within the fourteen (14) day period.

Holdover

You or any occupant, invitee or guest must not hold over beyond the date contained in your move-out notice to vacate (or beyond a different move-out dated agreed to by the parties in writing). If a holdover occurs, then we shall be entitled for damages equal to double the monthly rent for the hold-over period plus any expenses incurred due to the breach of this condition of the Lease Contract.

Abandonment

In case said leased premises shall be vacated during the term of this lease, the lessor may take immediate possession thereof for the remainder of the term, and at Lessor’s discretion release the same and apply the proceeds upon this lease. The Lessee is to remain liable for the unpaid balance of rent. In addition, should said leased premises be vacated during said term, Lessee’s security deposit shall be forfeited. Ten (10) successive days nonoccupation and or termination of public utilities for 12 hours or more without notice to the landlord shall be deemed abandonment. In the event of abandonment, Lessor maintains the right to any and all personal property on the premises and to remove and dispose at Lessor’s discretion. Any and all cost incurred shall be at the Lessee’s expense. The Lessee agrees that failure to perform any of the terms and conditions of this lease shall constitute a forfeiture of all the Lessee’s rights under this lease. The Lessee will agree to move from said premises after notice from the Landlord. The landlord shall then reenter and take possession of said premises, without force and with legal process. If it becomes necessary to evict the lessee for any reason, the Lessee agrees to pay all legal expenses involved including sheriff’s fees, court costs, and other incidental expenses as indicated by the local courts

Other Remedies

If your rent is delinquent, you immediately forfeit all rights to occupy the apartment any longer, and if you have not vacated the unit by the date specified in the Lease Contract termination notice, you are guilty of a misdemeanor. Each day of your unlawful presence in the apartment constitutes a separate offense. We may report unpaid amounts to credit agencies. Upon your default and early move-out, you will pay us any amounts stated to be rental discounts, in addition to other sums due. Upon your default, we have all other legal remedies, including suit for Lease Contract termination, possession, damages, rent, and all other monies due. We may turn any returned checks over to law enforcement officials for prosecution according to law.

4.4 CONTRACT TERMINATION AND DISPUTE

This Lease Contract may only be amended, waived, or terminated by our representatives in writing. Any oral promises, representations or agreements by our representatives shall not be considered legally binding. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights isn’t a waiver under any circumstances.

Waiver of Jury Trial

To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

Force Majeure

We shall be excused from performance of obligations if we are prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond our control.

4.5 THREE STRIKES POLICY

If at any time there are three lease violations, complaints, late rents, mishaps or other nuisances at this property caused by the Lessee or their guests within any given 12 month period this lease is rendered invalid and Lessee will be subject to immediate eviction.

X _____
Initial Here

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

5. Sign and Accept

5.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X

Lessee

Date Signed

X

Lessor

Date Signed

RESOLUTION NO. T-2025-12-024R

A RESOLUTION AUTHORIZING THE SUPERVISOR TO SIGN AN AGREEMENT WITH FRIEND IN ME FOR HOMELESS SERVICES

WHEREAS, Cunningham Township Supervisor's Office (CTSO) is currently working directly with 65 street homeless individuals (excluding families) who are at risk of exposure and/or death as winter approaches; and

WHEREAS, Urbana-Champaign lacks sufficient services to provide emergency housing to residents; and

WHEREAS, CTSO has partnered with Friend in Me on three successful shelter projects in the last year; and

WHEREAS, CTSO has been awarded funds from IDHS to fund emergency and transitional shelter; and

WHEREAS, CTSO has secured private donations to fill needed gaps;

WHEREAS, CTSO's insurance requires specific language in the MOU;

NOW THEREFORE BE IT RESOLVED by the Township Board of the Town of Cunningham authorizes the Township Supervisor to sign the attached MOU with Friend in Me to provide Homeless Services.

Approved this December 8, 2025 by the Township Board of the Town of Cunningham, Champaign County, State of Illinois.

Darcy Sandefur, Town Clerk

Deshawn Williams, Chair



Cunningham Township

Danielle Chynoweth, Supervisor

205 WEST GREEN ST • URBANA, IL 61801

(217) 384-4144 • FAX: (217) 367-7063

WWW.CUNNINGHAMTOWNSHIP.ORG

MEMORANDUM OF UNDERSTANDING BETWEEN CUNNINGHAM TOWNSHIP AND FRIEND IN ME FOR HOMELESS SERVICES

This Memorandum of Understanding (the “**MOU**”) is entered as of November 18, 2025, by and between Cunningham Township Supervisor’s Office (hereby referred to as CTSO), with an address of 205 W. Green St. Urbana, IL 61801 and Friend in Me (hereby referred to as FiM).

WHEREAS, the Parties desire to enter into an agreement to recognize the differing roles and responsibilities for each party in the delivery of services for homeless residents of Champaign County who are staying in shelter or places unfit for human habitation;

NOW THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this MOU to provide the structure homeless services in fiscal year 2025-2026 for:

- a. **OVERNIGHT PUBLIC WINTER EMERGENCY SHELTER (PWES)**
November 21, 2025 to April 30, 2026 with ability to extend to June 30, 2026

2. Roles and Responsibilities of Friend in Me

- a. For the **PUBLIC WINTER SHELTER (PWE)** program Friend in Me shall:
 - i. Operate and manage the **PUBLIC HEALTH WINTER SHELTER** program, in close coordination with CUPHD, CTSO and other partners.
 - ii. Ensure shelter is open for least twelve hours per night approximately 8pm to 8am unless another schedule is mutually agreed upon in writing by both parties.
 - iii. Hire, manage, and pay qualified staff, tracking actual time on the project by employee, reporting based on parameters provided by CTSO.
 - iv. Maintain safe staffing levels including:
 1. Never have less than two people on site at any time.
 2. For 1-40 residents: Ensure at least 2 alert staff are present and working during all open hours.
 3. For 40-100 residents: Ensure at least 3 alert staff are present and working during all open hours.
 - v. Provide additional staffing support during check-in and check-out time as requested with CTSO.
 - vi. Conduct regular security rounds inside and outside the building on a schedule determined with CTSO. Control access to areas within the building. Monitor inside and out with security cameras during all open hours and during transition times.
 - vii. Provide all onsite staffing needs: including on site-management, staff and program oversight, intake, needs assessment, support unwell residents, make referrals, case notes, track, reporting, security, street outreach, laundry, cleaning, food prep and

- support, errands; as needed: street outreach, mid and senior level case management, and event support; and other duties as assigned.
- viii. Operate the program according to the PUBLIC WINTER SHELTER policy document as approved by CTSO.
 - ix. Intake and assess residents with the needs assessment tools provided by CTSO and ensuring no registered sex offenders or unauthorized persons are housed.
 - x. Check residents into the shelter nightly, attending to their comfort and safety, and ensure all residents exit on time each morning.
 - xi. Ensure upmost safety and security at all times, providing written incident reports for all calls for police, fire, hospital or other crisis services.
 - xii. Coordinate with CU MTD, CTSO, and other providers on daily transportation to and from the shelter.
 - xiii. Distribute breakfast and food in line with public health protocols.
 - xiv. Coordinate with partners in obtaining snacks and other supplies for the shelter.
 - xv. Clean linens regularly, between residents, and attend to sanitation in the shelter.
 - xvi. Collect agreed upon data on residents.
 - xvii. Coordinate with medical and emergency response support as needed.
 - xviii. Address concerns directly with participants, providing warnings and/or program termination to participants for failure to follow program rules.
 - xix. Manage the space relationship with Prometheus and partners, checking in regularly, responding to concerns, and ensuring the lease is followed.
 - xx. Provide monthly financial and programmatic reports to CTSO on progress to conform to grant reporting requirements, as provided by CTSO.
 - xxi. Participate in trainings and orientations as required by CTSO, paid for by CTSO.
 - xxii. Include/mention Cunningham Township as a partner on all promotional materials, press releases or mentions, or talks related to the program.

b. Administration

- i. **Friend in Me agrees to provide proof of and maintain Workers Compensation as well as General Liability Insurance with no less than \$1,000,000 limits, naming Cunningham Township as additional insured.**
- ii. Provide monthly invoices with hours break down by level.
- iii. Produce monthly narratives and summary data for inclusion in reports to the Town Board.
- iv. Friend in Me agrees to meet with CTSO as needed, no less frequently than every 2 weeks and attend monthly coordination calls with community partners.
- v. Friend in Me agrees to cooperate with site visits with Cunningham Township, as requested, for Township staff to tour and review programs in progress.
- vi. Friend in Me agrees to provide CTSO with names and resumes for all staff on the projects, providing proof of timesheets as requested, and notifying CTSO immediately of any staffing changes.
- vii. Friend in Me staff agree to sign and comply with applicable personnel policies as set forth in the CTSO Employee Handbook including conflict of interest policies.
- viii. Friend in Me will use fiscal, accounting, and audit procedures that conform to accepted accounting practices and applicable statutes.

- ix. Friend in Me will keep separate accounting for each program and follow all CTSO and IDHS regulations regarding time tracking and accounting.
- x. Friend in Me will provide to the Township, upon reasonable notice, access to and the right to examine such books and records of Friend in Me, and Friend in Me will make such reports to the Township, as the Township may reasonably require so that the Township may determine whether there has been compliance with this Agreement.
- xi. No person shall be excluded from participation in programs the Township is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this MOU on the ground of race, color, national origin, sex, sexual orientation, gender identity, religion, or on any other ground upon which such discrimination is prohibited by law or by ordinance.
- xii. Friend in Me will comply with all applicable statutes, ordinances and regulations.
- xiii. Friend in Me will not use any of these funds for lobbying purposes, although Friend in Me may use these funds to educate policy makers. If it is determined by the Supervisor of the Cunningham Township that any expenditure made with the funds provided under this Agreement is prohibited by law, the Friend in Me will reimburse the Township any amount that is determined to have been spent in violation of the Agreement and/or grant.

1. Roles and Responsibilities of CTSO

- a. Rent and renovate the shelter space, setting up security, internet, and laundry.
- b. Coordinate with the architect and City of Champaign to secure a certificate of occupancy.
- c. Coordinate leases and MOUs with partners.
- d. Provide necessary supplies and equipment.
- e. Manage the IDHS grant in compliance with all state and IDHS policies.
- f. Provide staff to support day time case management, assessments, intakes, transportation and other services, augmenting check in and check out staff as needed.
- g. Communicate shelter eligibility and process to the public and community partner.
- h. Refer homeless residents on the streets to the shelter.
- i. Provide transportation for screening and transport to and from shelter as needed.
- j. Provide final program descriptions, scope of work, required deliverables, and oversee performance.
- k. Provide grant requirements and policy documents.
- l. Provide program document templates or direction on how to create them.
- m. Provide necessary materials for tracking each participant's documents and case notes.
- n. Provide day-time street outreach services to PWES participants based on needs assessments.
- o. Report on progress to funders, the town board, and CSPH.
- p. CTSO shall make payment to Friend and Me using the following flat rates:
 - i. \$30/hour - LEVEL 5 - CEO/ED
Executive and program oversight, coordination of services with partners, guarantee program reporting, participate in public presentations.
 - ii. \$29/hour - LEVEL 4 - COO
HR and administration, on site-management, staff scheduling and oversight,
 - iii. \$28/hour - LEVEL 3 - Senior level case manager
Assessing and creating plans of care, case noting, tracking, and all services below.

- iv. \$26/hour - Mid-level case manager
Assessing and creating plans of care, case noting, tracking, security, and all services below.
 - v. \$24/hour - Support Specialist
Resident support, security, laundry, cleaning, food support, errands, street outreach, transportation, event support, and other duties as assigned.
 - q. An advance of \$30,000 shall be provided representing approximately one month of overnight staffing.
2. **Term.** This Agreement shall commence November 18, 2025 and continues until terminated or June 30, 2026.
 3. **Supersession.** This MOU supersedes any prior agreements.
 4. **Termination.** If the program, or a portion of the program, is unable to proceed due to factors outside CTSO's control, CTSO reserves the right to cancel that portion of the program and payment will be provided only for any days the program was active. If the program was never active, any deposit shall be returned in full minus expenses provided with receipts and approved by CTSO. The MOU may be terminated by Township or Friend in Me upon a 14 day notice in writing to the other party. The notice shall include the reason for termination.
 5. **Amendments.** This Agreement may be amended by written agreement of the parties.
 6. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
 7. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
 8. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
 9. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
 10. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

11. **Conflicts.** In the event of an unresolvable dispute, both parties agree to participate in a mediation process and to split any costs associated with such. Any outcomes of mediation shall be in writing and binding on the parties.
12. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
13. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Friend In Me

Signed: _____

By: Marco Price

Signed: _____

By: Shirita Johnson

Date: _____

Cunningham Township Supervisor's Office

Signed:

By: Danielle Chynoweth, Cunningham Township Supervisor

Date: December 8, 2025

RESOLUTION NO. T- 2025-12-025R

**A Resolution Authorizing the Supervisor to
Sign an Agreement with Busey Bank (Additional Credit Cards)**

WHEREAS, Cunningham Township requires a credit card for the purposes of making purchases with vendors who are unable to invoice the Township; and

WHEREAS, Cunningham Township Supervisor's Office operates a Homeless Assistance program that provides same day support for Urbana residents and their families who are unsheltered; and

WHEREAS, Cunningham Township will put in place the strict security protocols for access and use of the Cunningham Township credit card;

WHEREAS, the Town Board of Cunningham authorized use of credit cards with Busey Bank in 2018;

NOW THEREFORE BE IT RESOLVED by the Township Board of The Town of Cunningham that the Resolution Authorizing the Township Supervisor to Add Credit Cards for Cunningham Township is approved and authorizes the Supervisor of the Town of Cunningham to sign said Agreement.

Approved this 8th December, 2025. by the Township Board of the Town of Cunningham, Champaign County, State of Illinois.

Darcy Sandefur, Town Clerk

DeShawn Williams, Chair



Company Information*

Name of Company (as you would like it to appear on your Card(s)).**		Type of Company (check one):	<input type="checkbox"/> Professional	<input type="checkbox"/> Service
Legal Name of Company (if different from above):			<input type="checkbox"/> Retail	<input type="checkbox"/> Manufacturing
Taxpayer ID Number:			<input type="checkbox"/> Sales	<input type="checkbox"/> Other
Phone Number:	Fax Number:	Product/Services Sold:		
Company Mailing Address:				
Company Physical Address (if different from mailing address):				
Location of Primary Trade Area:		Legal Structure (check one):	<input type="checkbox"/> Corporation	<input type="checkbox"/> Sole Proprietorship
Website Address (URL):			<input type="checkbox"/> Partnership	<input type="checkbox"/> Non-Profit
Years in Business:			<input type="checkbox"/> LLC	<input type="checkbox"/> Other
Number of Employees:		State of Organization:		
Business Credit Line Requested: \$		Gross Annual Revenue:		
Business Contact Name (for communications with respect to Commercial Accounts, Cards, Statements, and Reports):		Net Income:		
		Total Assets:		
Business Contact Email Address:		Total Liabilities:		
Business Contact Phone Number:		Net Worth:		
Is Company currently involved in any litigation or other claims?	Y / N	If yes, please explain: _____		
Is Company past due on any taxes?	Y / N	If yes, please explain: _____		
Has Company declared bankruptcy?	Y / N	If yes, please explain: _____		
Has principal of the Company ever been convicted of a felony?	Y / N	If yes, please explain: _____		

*We reserve the right to request additional financial information from the Company.

**Ask your Banker for assistance if you are interested in customizing naming across different Cards or Card groupings, such as fourth line embossing.

Billing Information (selections applicable to all Billing Accounts)

<p>Choose a Billing Method* (check one):</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Consolidated Billing </div> <div style="width: 45%;"> <input type="checkbox"/> Individual Billing <input type="checkbox"/> Individual Payment <input type="checkbox"/> Company Payment </div> </div> <p><small>*Only one billing method may be selected. If Consolidated Billing is selected, we may be able to accommodate multiple consolidated billing accounts for different Card groupings. Ask your Banker for assistance.</small></p>
<p>Choose a Billing Cycle *</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 25%;"> <input type="checkbox"/> Monthly on the _____ <input type="checkbox"/> Weekly </div> <div style="width: 25%;"> <input type="checkbox"/> Biweekly </div> <div style="width: 25%;"> <input type="checkbox"/> Monthly on final day of the month <input type="checkbox"/> Every 4 weeks </div> </div> <p><small>*For Weekly, Biweekly, and Every 4 Weeks, we will choose your regular Statement Date.</small></p> <p><small>The Payment Due Date is determined based on your Billing Cycle and will be provided on each Periodic Statement. Ask your Banker for further details.</small></p>
<p>Automatic Early Payment Option for Monthly Billing Cycles: If you elect a monthly Billing Cycle and auto draft, you may schedule your payment to be drafted before the Payment Due Date. If you wish to do so, indicate how many calendar days after your Statement Date you would like payment auto drafted each month. Alternatively, you may request early auto draft at the end of each month, but only if your Statement Date is on or after the 6th day of the month.</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> _____ (choose up to 25 days after Statement Date) </div> <div style="width: 45%;"> <input type="checkbox"/> End of the month (for Statement Dates on or after the 6th of the month) </div> </div>

Company Billing Accounts (multiple Company billing accounts on last page of Application)

Company Billing Account #1	
Billing Account Name	Billing Account Credit Limit:
<p>Bank Information- For Auto Payment Set-up*:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Bank Name (if applicable): </div> <div style="width: 45%;"> ACH Account Number (if applicable): </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> ACH Account Type (if applicable) (check one) <input type="checkbox"/> DDA <input type="checkbox"/> Savings <input type="checkbox"/> N/A (pay by Check) </div> <div style="width: 45%;"> Routing Number (if applicable): </div> </div> <p style="font-size: small; margin-top: 10px;">If you have selected the Individual Billing, Company Payment billing method, would you like to use this account to auto draft the total outstanding balance due on each individual billing account?</p> <div style="display: flex; margin-top: 5px;"> <input type="checkbox"/> yes <input type="checkbox"/> no </div> <p style="font-size: x-small; margin-top: 10px;">* For accounts with us, the payment will be made by direct debit. For accounts with other financial institutions, payment will be made by ACH debit. We reserve the right to require payments from an account with us.</p>	
<p>Billing Account Address:</p>	

General Terms. If CrossFirst Bank ("Bank", "we", "us", and "our") approves this Commercial Card Application ("Application"), Company ("Company", "you", and "your") and Bank may enter into the Commercial Card Agreement (the "General Terms"). After you and we execute the General Terms, we will establish for you a commercial credit Account (as defined in the General Terms) and issue you THE Visa® COMMERCIAL CARD(S) you request (of the following types: Visa Corporate Card, Visa Purchasing Card, or Visa Fleet Card) WITH CROSSFIRST BANK, LEAWOOD, KS AS CREDITOR TO THE COMPANY NAMED THEREON. Capitalized terms not defined in this Application have the meanings given to them in the General Terms. We will retain this Application whether or not it is approved. You may retain a copy of this Application before submitted to us. The Authorized Representative of you, by signing below, certifies that all sections of this Application have been reviewed by you, the applicant; the information contained herein is true, correct, and complete; the Authorized Representative that signs this Application and the Agreement is 18 years of age or older; and the Authorized Representative represents that he or she is duly authorized by you to sign this Application and to bind you to the Agreement. The giving of false information on applications for credit is a criminal offense and may be punishable by a fine and/or imprisonment. You agree to pay all charges on the Account when due. If this Application is approved, we will inform you of your credit limits and will send a welcome packet with additional details on requesting and activating Cards, accessing the Digital Card Management Features on our System, and additional benefits and contact information.

Application Information. We may rely on the information provided in this Application and any other information you provide or that we obtain. We may request additional information from you regarding you, your affiliates, or Guarantors in considering this Application. Any information you provide us must be in writing and in a form acceptable to us in our sole discretion. We are not obligated to accept or enforce any changes to information set forth in this Application or that you previously provided us in another form. We may accept such changes after receiving notice of the change in the form we require and after we have had a reasonable period of time to implement the changes. Any change will have no effect on the accuracy or validity of information prior to acceptance and implementation of a change.

Electronic Signatures. The General Terms, Application, Certification and Directive, Certification of Beneficial Owners, and any other document, instrument, or agreement entered into in connection with the Agreement may be executed by means of an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act or state enactments of the Uniform Electronic Transactions Act; an original manual signature; or a scanned or photocopied image of a manual signature. Each electronic signature or scanned or photocopied image of a manual signature will have the same validity, legal effect, and admissibility in evidence as an original manual signature for all purposes. Notwithstanding the provisions of the preceding sentence, we reserve the right, in its sole discretion, to accept, deny, or condition its acceptance of any electronic signature provided in relation to the General Terms, Application, Certification and Directive, Certification of Beneficial Owners, and any guaranty or other document, instrument or agreement entered into in connection with the Agreement.

Business Credit Reports. You authorize us to request business credit reports about you from one or more business credit reporting agencies, for the purpose of determining whether you are eligible for credit. You authorize us, from time to time at our discretion, to obtain and review a business credit report about you in connection with our review and collection of the Account originated by you. You give us permission to verify any and all other information about you provided by you in connection with the Application, General Terms, the Certification and Directive, or other document, instrument or agreement entered into in connection with the Agreement, as applicable, and to contact and obtain information about you from other third parties, as deemed necessary by us to evaluate your application for credit and review your Account. You authorize us to investigate your creditworthiness and payment history and to otherwise verify the information contained in this Application.

Arbitration. You agree, upon demand by you or us, to submit to binding arbitration all Claims in accordance with Section 19 of the General Terms.

**USA PATRIOT ACT NOTICE
IMPORTANT INFORMATION ABOUT PROCEDURES FOR
OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business that opens the account and the individuals associated with the business. For individuals, we may ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license, passport, or other identifying documents. For businesses, we may ask for your business entity name, principal and local (if different) address, date of establishment, employer identification number, and other information that will allow us to identify you. You must provide the information we request in this regard, which may include organizational documents for your business (such as copies of your articles of incorporation or and copies of the bylaws or operating agreement), a certificate of good standing, and

business resolutions, as well as a certification regarding beneficial owners and a control person of your business. Those individuals may be required to provide additional information or identifying documents that we request, such as a driver's license, passport, or other identifying documents. You agree that we may seek information about you from third parties to confirm your identity and for other Account related purposes. We are required to follow these procedures even if you are already a customer of ours.

ECOA CREDIT DENIAL

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the Bank at (913) 327- 1212 or CrossFirst Bank, 11440 Tomahawk Creek Parkway, Leawood, KS 66211 Attn: Loan Services, within 60 days from the date you are notified of our decision. The Bank will send you a written statement of the specific reasons for the denial within 30 days of receiving your request for the statement.

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants based on race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income is from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is: The Division of Depositor and Consumer Protection, National Center for Consumer and Depositor Assistance, Federal Deposit Insurance Corporation, 1100 Walnut Street, Box #11, Kansas City, MO 64106.

ECOA APPRAISAL NOTICE

If your loan request is secured by a first lien on a one-to-four family residential structure, we may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost.

Acknowledgement. You acknowledge that you have read and agree to the terms of the Application and that you have read the Agreement.

You may submit your completed Application:

In Person: Please return to a preferred Banking Location or directly to a Treasury Banker
By mail: CrossFirst Bank, 11440 Tomahawk Creek Parkway, Leawood KS, 66211, Attn: Card Services

Legal Name of Company: _____

_____	_____
Authorized Representative Signature	Date Signed

Name	

Title	



Commercial Card Application Multiple Company Billing Accounts

Company Billing Account #__

Billing Account Name	Billing Account Credit Limit:
Bank Information - For Auto Payment Set-up**:	
Bank Name (if applicable):	ACH Account Number (if applicable):
ACH Account Type (if applicable) (check one) <input type="checkbox"/> DDA <input type="checkbox"/> Savings <input type="checkbox"/> N/A (pay by Check)	Routing Number (if applicable):
** For accounts with us, the payment will be made by direct debit. For accounts with other financial institutions, payment will be made by ACH debit.	
Billing Account Address:	

Company Billing Account #__

Billing Account Name	Billing Account Credit Limit:
Bank Information - For Auto Payment Set-up**:	
Bank Name (if applicable):	ACH Account Number (if applicable):
ACH Account Type (if applicable) (check one) <input type="checkbox"/> DDA <input type="checkbox"/> Savings <input type="checkbox"/> N/A (pay by Check)	Routing Number (if applicable):
** For accounts with us, the payment will be made by direct debit. For accounts with other financial institutions, payment will be made by ACH debit.	
Billing Account Address:	

Company Billing Account #__

Billing Account Name	Billing Account Credit Limit:
Bank Information - For Auto Payment Set-up**:	
Bank Name (if applicable):	ACH Account Number (if applicable):
ACH Account Type (if applicable) (check one) <input type="checkbox"/> DDA <input type="checkbox"/> Savings <input type="checkbox"/> N/A (pay by Check)	Routing Number (if applicable):
** For accounts with us, the payment will be made by direct debit. For accounts with other financial institutions, payment will be made by ACH debit.	
Billing Account Address:	

COMMERCIAL CARD AGREEMENT

GENERAL TERMS

The Commercial Card Agreement General Terms (these "General Terms", together with all addenda, schedules, exhibits, Service Documentation, the Certification and Directive, and the Commercial Card Application, each as amended from time to time, collectively, constituting the "Commercial Card Agreement" or "Agreement") is entered into by and between CrossFirst Bank ("CrossFirst Bank", "Bank", "we", "us", or "our") and the undersigned Company ("Company", "you" or "your"). This Agreement is binding on you effective as of the earlier of the date of the last party to sign this Agreement and the date on which you first use a Card issued for your Account. This Agreement is not binding on us until one of our authorized officers has executed it. The terms of, and the information you provided in, the Application are incorporated into this Agreement. Definitions applicable to this Agreement are provided in Section 21 or the relevant section of these General Terms. In consideration of the representations, warranties, covenants and agreements set forth herein, the parties hereby agree as follows:

1. Services; Set-Up Process; Authorized Representatives.

(a) **Services.** We, at your request have agreed to provide to you our commercial card Services on the terms and subject to the conditions set forth in this Agreement. The CrossFirst Bank Commercial Card (a Visa® Commercial Card of the following types: Visa Corporate Card, Visa Purchasing Card, or Visa Fleet Card) is designed to handle all of an organization's purchasing, travel and entertainment, and business spending needs through a single card platform. The Services may only be used for business, commercial, or agricultural purposes and not for personal, family, household or other consumer purposes.

(b) **Set-Up Process.** Before we can make the Services available to you, one of your Authorized Representatives is required to complete a Set-Up Process and complete related forms. This process includes the selection of important features and options available with the Services and the designation of initial Authorized Users of our System. Some of this information will be entered into forms by one of our representatives. In addition, we may require your Authorized Representative to provide information or to execute documents as part of that Set-Up Process, as well as at various times throughout the duration of this Agreement. You agree to provide any information, and to execute documents that we reasonably require, in connection with the Services, including without limitation any information we may request about each Cardholder. Additional information about, and requirements for the Service and various features of the Service, may be included in the Service Documentation we provide to you in the setup process, and throughout your use of the Service.

(c) **Authorized Representatives.** We will rely on the information provided to us by your Authorized Representatives in providing the Service to you. We may request separate documents, certificates or resolutions from you to establish the authority of your Authorized Representatives. Any changes in Authorized Representatives or to the information and instructions you provide us must be promptly communicated to us and given or promptly confirmed in writing although we may, in our sole discretion, act and rely on oral requests for changes. We may request separate documents, certificates or resolutions from you to establish the authority of your Authorized Representatives. A change in Authorized Representatives shall be effective only after we receive the proper request for such change (as described herein and/or in the Certification and Directive, governing documents, certificates, or resolutions) and we have had a reasonable opportunity to act on the request. We may rely on the status of your Authorized Representatives as previously given to us, and on information and instructions that purport to have been given by Authorized Representatives. You agree that we may refuse to comply with requests from any person until we receive documentation reasonably satisfactory to us confirming the person's authority. We shall not be liable or responsible to you for any Authorized Representative who exceeds the limits of his or her authority. We may, without further inquiry, rely on, deal with and accept instructions related to the Service from any person who identifies himself or herself as the person designated by you as an Authorized Representative for all aspects of the Service and the Account. Certain requests for administering and managing the Account may only be

made by an Authorized Representative to us and cannot be made in the System, including any requests to close the Account, change the Account level credit limit, add or remove Card types, change the Billing Cycle, Statement Date, or billing method, or change payment information for Consolidated Billing. We may, at our sole discretion, require additional security or process checks relative to the actions of an Authorized Representative. Our decision whether to implement any such security or process checks does not in any way diminish your liability for the actions of the Authorized Representative.

2. Account; Cards and Cardholders; Transactions.

(a) Establishment of Account and Issuance of Cards. Upon completion of the initial Set-Up Process, we will establish for you the Account with an Account-level credit limit and issue one or more Cards associated with your Account to your designated Cardholders. We will issue each Card for the original term indicated on the Card or until it is cancelled.

(b) Cardholders. You are responsible for the use of, and you will instruct each Cardholder to use, each Card in accordance with this Agreement. You agree to review, or cause each Cardholder to review, each Card upon receipt to confirm that all information relating to you or the Cardholder on the Card is correct, and to notify us immediately if the information is not correct.

(c) Transactions. You may use your Card to purchase or reserve goods or services by swipe, chip read, signed seller drafts, telephone, internet entry, or account number. During the initial Set-Up Process, you also may request the availability of virtual Card numbers and single use ghost accounts for account payables. We may restrict availability of any such means of Card use at any time without notice. We will choose, in our sole discretion, whether to enable cash advance features of the Services. You may use your Card wherever the Card is honored up to the full amount of your credit limits that apply to the Account and any credit limits that apply to a particular Card, Cardholder, or transaction, and subject to the terms and conditions herein.

(d) Virtual Card. You may have the option of accessing your Account with, in addition to your physical Card, a virtual Card represented by a 16-digit account number. The virtual Card may either be single-use, meaning the 16-digit account number will expire after a single transaction, or recurring-use, meaning you may use your 16-digit Account number for multiple transactions. You may not use your Virtual Card to obtain cash anywhere.

(e) Refunds. If you are entitled to a refund for goods or services purchased with your Card, you will accept those refunds as credits to your Account. We will have a reasonable amount of time to process any such refund.

3. Authorized Users; Our System; Security Procedures; Your Affiliates.

(a) Authorized Users. In the initial Set-Up Process, we will provide one or more of your Authorized Representatives Credentials to access your Account on our System. In the System, your Authorized Representative may appoint, and create Credentials for, one or more additional Authorized Users with authority to administer and manage use of the Services. As part of our System, we offer Digital Card Management Features that enable you to access information about, and administer and manage, the Account via our System. Each Authorized User will have all available Entitlements to use our System and manage the Digital Card Management Features on your behalf, unless restricted by you in the System, including, without limitation:

- (i) designate other Authorized Users, create and assign Credentials for them, and delegate, change, or revoke their Entitlements;
- (ii) identify Cardholders, issue Cards, including replacement Cards, and cancel Cards;
- (iii) monitor Account and Card usage;

- (iv) access Periodic Statements, or other statements of Account or Card activity using various filters that are available;
- (v) decide whether to use new or updated System features;
- (vi) accept and agree to terms presented to you on the System, and accept and act on all communications from us about the System;
- (vii) designate, if you are an individual Cardholder making payment on the Account, a bank account for payment;
- (viii) access and implement tools for monitoring and detecting unauthorized or improper use of the Account or Cards;
- (ix) establish, and change, credit limits, transaction categories, transaction category limits, and spending controls for each individual Card or class of Cards;
- (x) access and use management information reports and Account-level, or Card-level, detail, with the ability to categorize and reconcile expenses;
- (xi) execute transactions, dispute transactions, and view and enter data about transactions; and
- (xii) make payments of amounts due on the Account.

We may, without further inquiry, rely on, deal with and accept instructions related to the Service from any person who identifies himself or herself as the person designated by you as an Authorized User to the extent such Authorized User has the appropriate Entitlements in the System to manage such aspects of the Service. We may, at our sole discretion, require additional security or process checks relative to the actions of an Authorized User. Our decision whether to implement any such security or process checks does not in any way diminish your liability for the actions of the Authorized User. We may, in our sole discretion, and at any time without notice, immediately suspend or revoke any or all of the Entitlements of an Authorized User. Our decision whether to suspend or revoke any such Entitlements does not in any way diminish your liability for the actions of an Authorized User.

(b) **Additional Terms.** To provide and implement the System and the Services, we have engaged the services of one or more third-party vendors, which will be the Card Association or other third party. For you to use the System and receive the Services, you must agree to our and the vendor's terms and conditions, terms of use, privacy policy, or similar agreements that are or may be established from time to time, and as amended from time to time. Each time you use the System and the Services, you agree that such use is governed by such terms and conditions, terms of use, privacy policy, or similar agreements, as amended from time to time, that are posted on the System or otherwise made available to you.

(c) **Security Procedures.** Access to the System is subject to Security Procedures, which include the requirement that each Authorized User be assigned and use its own set of Credentials to access our System. You understand that all access to our System using such Security Procedures will be considered by us for all purposes and without further investigation to be authorized by you, and that we may act and rely upon all instructions, or data transmitted to us, using the Security Procedures.

(d) **Your Affiliates.** You may use the Services for the benefit and on behalf of your affiliates only under the terms and conditions set forth in a Commercial Card Agreement Affiliate Addendum fully executed by you, us, and the affiliate or as otherwise agreed by us in writing. You are responsible and liable to us for each affiliate's compliance with this Agreement. Company represents, warrants, and covenants that: (a) it has full

power and authority to accept such responsibility and liability; and (b) it has the authority to act for itself and to bind any affiliate with respect to any and all matters relating to the Agreement, including, without limitation, obtaining or requesting credit, satisfying payment obligations, acceptance of notices (which will be sent only to Company), and issuing instructions and agreeing to waivers, modifications, or amendments to the Agreement. Company expressly agrees that Bank may collect payment from Company for any amounts owed by an affiliate under the terms of the Agreement, whether or not Bank shall have proceeded against any such affiliate.

4. Promise to Pay. You promise to pay us all Obligations, without deduction or setoff, in accordance with this Agreement.

5. Interest, Fees, and Charges; Foreign Transactions.

(a) You agree to pay interest, fees, and charges as set forth in the Fee Schedule. Any interest, fees, and charges assessed against the Account will be posted as direct charges to the Account and will count against the applicable credit limits until paid. If a Fee Schedule is not attached or accompanying the executed version of this Agreement, you agree to pay our standard interest, fees, and charges.

(b) We will charge interest at the rates, and in the manner, described in the Fee Schedule. Different rates may apply to purchases, cash advances, and other transaction types. The Account may be subject to a minimum finance charge. You may have a grace period in which you are permitted repay a particular balance on your Account before any interest begins to accrue. Such a grace period may not apply to other balances, in which case interest will accrue on such balances from the date they are added to your Account. The Fee Schedule and Periodic Statements may describe interest rates and charges as "finance charges."

(c) Foreign Currency Transactions. To convert transactions made in foreign currencies into U.S. dollars, the Card Association will use its then-current currency conversion rates and the procedures established by such Card Association, in its sole discretion.

6. Periodic Statements; Billing Disputes.

(a) Periodic Statements Generally. After the close of each Billing Cycle on the Statement Date or within two business days thereafter, we will make available a Periodic Statement(s) in accordance with your billing method elections in the Application. The Periodic Statement will show that Billing Cycle's Statement Information, including purchases and cash advances that have posted, payments and adjustments, any fees, interest, and charges, the total outstanding balance, and the Payment Due Date. You may not change your billing method elections except in a written form acceptable to us in our sole discretion. A Periodic Statement may be in the form of either an "Account Statement" or a "Billing Statement," depending on your election of either Consolidated Billing or Individual Billing.

(b) Consolidated Billing. If you have elected Consolidated Billing, you will receive a centralized Account Statement (a form of Periodic Statement for Consolidated Billing) with all Statement Information for the Account during the Billing Cycle, itemized separately by Card number. In addition to the Account Statement that you will receive, each Cardholder, for informational purposes, will receive a Billing Statement with all Statement Information for that Card. You will be responsible for paying off the total outstanding balance set forth in the Account Statement on or before the Payment Due Date. You may request, and we may grant, in our sole discretion, the ability to set up multiple Consolidated Billing Account Statements for Card groupings you identify to us as part the initial Set-Up Process. The same Billing Cycle applies to all such Periodic Statements.

(c) Individual Billing. If you have elected Individual Billing, each Cardholder will receive a Billing Statement with all Statement Information for that Card. If you have elected "Individual Payment," each Cardholder will be responsible for paying off the total outstanding balance set forth in that Cardholder's Billing Statement on or before the Payment Due Date. If you have elected "Company Payment," you will be

responsible for paying off each Cardholder's total outstanding balance on all of the Billing Statements on or before the Payment Due Date with a centralized company payment. You will not receive a centralized Account Statement. The same Billing Cycle applies to all such Billing Statements.

(d) **Liability.** You, not the Cardholder, are liable to us for timely payment of all outstanding balances, including all interest, fees, and charges on the Account, whether you elect Consolidated Billing or Individual Billing.

(e) **Billing Disputes.** If there is an error, or discrepancy between your records and the information shown on any Periodic Statement, you must notify us within thirty (30) calendar days (or such greater amount of time as may be required by applicable law) after we make such Periodic Statement available to you in accordance with this Agreement. If you fail to notify us within such 30-day period, you will be deemed to have accepted the charge and waive any objection to the charge. All entries in our books, records and accounts shall constitute conclusive evidence of transactions unless you furnish proof of manifest error.

7. Making Payments.

(a) **Payment Due Date.** Payment of the total outstanding balance on the Account, including all interest, fees, and charges on the Account, as shown on the Periodic Statement(s), is due on or before the Payment Due Date. The Service is a full pay Account, which means you must pay in full the total outstanding balance specified on the Periodic Statement(s) by the Payment Due Date.

(b) **Payments.** Payment may be made by (i) check, (ii) direct debits from a bank account with us, or (iii) automated clearinghouse (ACH) debits from a bank account with any other financial institution. In our sole discretion, we may require payments be made from a bank account with us. You must designate any such Company bank account with us or any other financial institution in the Application, or other written form acceptable to us, in our sole discretion. Cardholders making payment may designate their individual bank account for payment by accessing our System as an Authorized User with sufficient Entitlements to add individual bank account information to the System or in another written form acceptable to us, in our sole discretion.

(i) **Check Payments.** Check payments should be mailed to the address provided on the Periodic Statement and must be accompanied by the payment stub provided with the Periodic Statement. You must use a check issued by a bank in the United States. You must not send us a check dated after the date that we receive it or include any restrictive endorsements on the check. You must follow the payment instructions on the Periodic Statement.

(ii) **Direct Debits.** If you elect to pay by direct debit from a bank account with us, you authorize us to debit the designated account for the amount due as shown on the Periodic Statement on the Payment Due Date or such earlier date agreed to in the Application or Set-up Process.

(iii) **Authorization for ACH Debit Payments.** If you elect to pay by ACH debit from an external bank account, you authorize us to initiate debit entries to the designated account for the amount due as shown on the Periodic Statement on the Payment Due Date or such earlier date agreed to in the Application or Set-up Process. You agree to be bound by the NACHA Operating Rules with respect to any ACH transaction initiated under this Agreement.

(iv) **Individual Billing.** If you have elected Individual Billing and Company Payment, you authorize such direct debits and ACH debits to be for the aggregate of the amounts due as shown on such Periodic Statements. If you have elected Individual Billing and Individual Payment, you authorize us to initiate such a direct debit or ACH debit, as applicable, 5 calendar days after the Payment Due Date for the aggregate of the amounts due as shown on such Periodic Statements that remain outstanding.

(c) **Application of Payments.** We reserve the right to apply payments and other credits to the Account

in any manner that we may choose in our sole discretion. All credits for payments to the Account are subject to final payment or settlement by the institution on which the item of payment was drawn or from which the electronic payment was made. Although we may post payments as of the date we receive them, the available credit limit associated with the Account may not be restored in the amount of the payment for up to five days after we receive the payment.

(d) Credit Balances. Credits will be applied to the next Periodic Statement unless you and we otherwise expressly agree.

8. Default.

(a) Events. Subject to applicable law, you shall be in default under this Agreement upon the occurrence of any one of the following: (i) you fail to make any payment of any Obligation when due, or payments to us are returned or reversed for any reason; (ii) you become generally unable to pay your debts as they become due; (iii) any other creditor tries by legal process to take or foreclose upon any of your assets; (iv) you, or any guarantor of the Obligations, becomes insolvent, is placed in receivership, is adjudicated bankrupt, or is subject to any voluntary or involuntary bankruptcy or insolvency proceeding or any assignment for the benefit of your creditors; (v) you provide us with any false or misleading material information; (vi) any representation or warranty made by you in this Agreement is untrue or incorrect in any material respect or you breach in any material respect any covenant or undertaking under this Agreement; (vii) you are in default of any other credit, loan, leasing or similar agreement for the extension of credit you have with us or any of our subsidiaries or affiliates; (viii) you violate any applicable law in connection with the Account or use of the Cards; (ix) any guarantor or other third party that has guaranteed or assumed any responsibility for the Obligations is in default of any guaranty or similar agreement with us; (x) we believe in good faith that your ability to pay or perform the Obligations under this Agreement has been materially impaired; or (xi) a significant change occurs in your ownership, organizational structure or type or volume of business. You may incur fees or other charges in connection with a default. The payment of any fee or other charge will not cure the default that triggered the fee or charge.

(b) Remedies. If you are in default under this Agreement, we may in our sole discretion, subject to applicable law, take any one or more of the following actions: (i) declare all or any portion of the Obligations to be immediately due and payable, (ii) exercise self-help remedies relating to security or collateral, or proceeds thereof, including setoff, and apply the proceeds to the amounts owed under this Agreement; (iii) allow you to repay the Obligations according to the terms of this Agreement; (iv) immediately terminate this Agreement, the Account or any Cards and authorizations relating to the Account; (v) immediately revoke or suspend the use of the Account, reduce the Account credit limits or otherwise limit your ability to use any Cards; and, (vi) commence an action against you to collect all amounts owed in connection with this Agreement. You are liable for any court costs, arbitration costs, other expenses, and reasonable attorneys' fees (including costs for attorneys employed by us or our affiliates) incurred by us in the collection of the Obligations and the enforcement of our rights hereunder. You acknowledge and agree that we are the primary provider of the Services and issuer of all Cards under this Agreement. We are entitled to enforce directly all rights under this Agreement and on behalf of our agents, representatives, and service providers.

(c) Right to Offset. Any Obligations related to this Account may be offset by amounts in deposit accounts with us or other credit lines (including collateralized assets) originated and serviced by us.

9. Account Controls; Liability Policy.

(a) Monitoring Obligation. You are responsible for monitoring use of the Account, Cards, and our System and detecting unauthorized or improper use. We offer online account management tools in our System that you may use in carrying out this responsibility, including access to transaction information and the means to cancel a Card or impose limits on the use of a Card. You agree to impose and enforce internal controls and procedures to prevent fraud and unauthorized use of and access to a Card, your Account, and the System. Merchant category and velocity controls, when properly implemented and used by you and reported by the merchant, can be effective in controlling transaction activity. Subject to the express

limitations set forth in this Agreement, you are responsible for all uses of a Card regardless of the means by which the transaction is effected and regardless of whether it is authorized by you or violates your internal policies, controls or restrictions. We are not responsible for determining the status of a Cardholder or Authorized User as your employee or as a person you have authorized to use a Card or act as an Authorized User. We may (but are not obligated to) apply software programs and other techniques to detect patterns and other indications of potential fraud and unauthorized use of the Account. These programs and techniques are not a substitute for proper Account management and the implementation and enforcement of Card controls by you and cannot be relied upon to prevent fraud or unauthorized use. Our techniques may, however, result in the denial of a transaction, reduction of limits, or other actions by us, as indicated by such programs and techniques. If, at any time, and in our sole and absolute discretion, we suspect fraud or unauthorized use on the Account, we may deny a transaction(s) and you agree to hold us harmless and indemnify us for denial of such transaction. To the extent you select an option available with the Digital Card Management Features that allows Cardholders to view and enter data about their transactions, you agree to monitor and limit their access to proper business purposes on your behalf.

(b) Liability Policy.

(i) If you believe that a transaction on your Account was unauthorized, you must notify us as soon as possible but not more than thirty (30) days after the transaction in question appears on your Periodic Statement. You may notify us orally or in writing by calling (844) 261-2548 option 4 or emailing us at Cardservices@crossfirstbank.com. You will be required to (i) provide us with reasonable information about the transaction to enable us to investigate the matter and (ii) reasonably cooperate with us in any investigation. You will not be liable for unauthorized use that occurs after you notify us and we have had a reasonable amount of time to act on your notification. Applicable law limits your liability for unauthorized use to the lesser of \$50 or the value obtained through the unauthorized use before we are notified. The term "unauthorized use" means the use of a credit card by a person, other than the Cardholder, who does not have actual, implied, or apparent authority for such use, and from which you or Cardholder receives no benefit.

(ii) Where Card Association rules limit your liability for unauthorized transactions that occur before you notify us, your liability will be so limited unless we invoke one of the exceptions as follows. You must have reported the loss or theft of your Card to Bank in a reasonably prompt manner, and you, including any Cardholder, must not have been negligent or acted fraudulently in handling your Card or Account. If we reasonably determine, based on substantial evidence, that you, including any Cardholder, were fraudulent or negligent in the handling of your Card or Account, we may increase your liability for unauthorized transactions and you may be liable for those transactions that occurred before notifying us as provided under Federal or other applicable law and regulations. If any Card Association rules are changed as they affect your liability, those changes will become applicable to your transactions under this Agreement upon notice to you as provided by law. An unauthorized transaction does not include any transaction conducted by a person with an ownership interest in the Company or the sole proprietor, the Cardholder or a person authorized by a Cardholder, or any other person with an interest in or authority to transact business on the Account.

(c) Lost or Stolen Cards; Unauthorized Use. You are responsible for cancelling any lost, misused or stolen Cards, Cards that you suspect may have been the subject of fraud, unauthorized use or misuse, and the Card of any Cardholder no longer authorized by you to use a Card, whether as a result of termination of employment or otherwise.

(d) Authorized Users. You are responsible for your Authorized Users. You are responsible for revoking any Authorized User's Credentials to access our System where you suspect an Authorized User may have been the subject of fraud, unauthorized use or misuse, or where the Authorized User is no longer authorized by you to access our System, whether as a result of termination of employment or otherwise.

(e) Card Cancellation and Revocation of Authorized User Access. An Authorized User with sufficient Entitlements may cancel a Card, or revoke the access of an Authorized User (including his, her, or their Entitlements and Credentials) in our System, or an Authorized Representative or Authorized User may do so by calling our client care team at (844) 261-2548 option 4, emailing us at cardservices@crossfirstbank.com, or writing to CrossFirst Bank, Attn: Commercial Payments, PO Box 25277, Overland Park KS 66225-0277. You understand that we will require a reasonable amount of time to act on any such request, and that you are liable for all actions by a Cardholder, or Authorized User, until we have had a reasonable time period to cancel a Card, or revoke the Authorized User's access. You are responsible for retrieving any cancelled Card or Authorized User's Credentials for accessing our System that the Cardholder or Authorized User has in its possession when no longer authorized, and destroying it to prevent further use or access. In the case of a lost or stolen Card or Credentials, you will make every reasonable effort to recover the Card or Credentials and destroy, change, or cancel it to prevent unauthorized use.

(f) Enforcement. You also agree to provide us, Card Association, and law enforcement authorities with all requested assistance with any investigation of and any prosecution of unauthorized use, including, but not limited to, obtaining an affidavit or similar written, signed statements from Cardholders and Authorized Users. You will cooperate in all legal action and promptly make available all relevant information and witnesses.

10. Credit Limits.

(a) Establishment. We will establish an aggregate credit limit for the Account. If we choose to enable cash advance features of the Service, we also may establish credit limits for cash advances for the Account, both individual transactions and in the aggregate. The amount of a cash advance also may be limited by the ATM owner or point-of-sale operator. We will communicate to you the credit limits that we establish prior to or during the initial Set-Up Process, and any change to those credit limits in accordance with this Agreement. We may increase or decrease your credit limits in our sole discretion. You also may establish, and change, additional credit limits for each individual Card or class of Cards using the Digital Card Management Features in our System. If you fail to establish such a credit limit for any Card, the credit limit for such Card will be the Account credit limit we establish. You are solely responsible for credit limits you establish.

(b) Over-limit Transactions. We may refuse to authorize any transaction that exceeds a credit limit. If we determine, in our sole discretion, to authorize or accept a transaction that would exceed a credit limit, (i) we are not liable for doing so, (ii) you shall immediately pay in full the entire amount by which you have exceeded the credit limit, together with any applicable over-limit and other fees, and (iii) we do not become obligated to do so again in the future.

11. Representations, Warranties and Undertakings.

(a) Ours. We represent and warrant to you that: (i) we have the legal right to execute and perform our obligations under this Agreement; (ii) we are duly organized, validly existing and in good standing under the laws of the State of Kansas; (iii) the execution and delivery by us of this Agreement has been authorized by all necessary corporate action; (iv) the person signing this Agreement on our behalf is duly authorized to do so; and, (v) our execution, delivery and performance of this Agreement do not violate any laws, rules or regulations affecting us or the provision of the Service, our articles of incorporation or bylaws, or any material agreement that is binding on us.

(b) Yours. You represent and warrant to us that: (i) any financial statements you have delivered or made available to us at any time have been prepared in accordance with U.S. Generally Accepted Accounting Principles (except as approved by us in writing) and fully and fairly present your financial condition as of the dates of the statements and results of operations for the periods covered by the statements; (ii) all other financial information you have provided is true, correct, and complete; (iii) you have not suffered or incurred a material adverse change in your business, financial condition or operating results since the date of the most recent financial statements or financial information you provided to us; (iv) you are not subject to any material undisclosed liability; (v) you have the legal right to execute and perform your obligations under this

Agreement; (vi) you are duly organized, validly existing and in good standing in the jurisdiction in which you were organized; (vii) the execution and delivery by you of this Agreement and the incurrence of the Obligations have been authorized by all necessary corporate and required governmental action; (viii) each person signing this Agreement on your behalf is an Authorized Representative and is duly authorized to do so; (ix) your execution, delivery and performance of this Agreement do not violate any laws, rules or regulations affecting you or your use of the Service, your articles of incorporation, bylaws or similar governing documents, or any material agreement that is binding on you; (x) you have and shall maintain the full right power and authority to grant the license of the Marks and doing so does not infringe upon or violate any rights or interest held in those Marks by any third party or affiliate; (xi) all information (including, without limitation, business and financial data, as well as personal data) now or hereafter furnished to us in connection with the Services is true, complete, and accurate as of the date thereof and may be relied upon by us as being authorized by you; (xii) we may rely upon any Card transaction, or Account activity, as evidence of use for a business, commercial, or agricultural purpose; (xiii) all Cardholders are authorized to use such Card; and (xiv) all of the personal data provided under the Agreement has been lawfully obtained from the Cardholders and lawfully provided to us. The foregoing representations and warranties are made to induce us to open your Account, extend you credit from time to time, issue Cards, and give you access to our System, and shall constitute continuing representations and warranties until such time as the Agreement is terminated, all Cards have been returned to us or cancelled, the Account has been cancelled, and all Obligations owing to us under the Agreement have been paid in full.

(c) No Online Gambling or Unlawful Transactions. You agree not to use the Account in connection with any business of placing, receiving or otherwise knowingly transmitting bets or wagers by any means which involves the use, at least in part, of the Internet, or for any other transaction which is prohibited by Federal Reserve Regulation GG - Unlawful Internet Gambling Enforcement Act of 2006. You agree not to use the Account in connection with any unlawful transactions or for any unlawful purpose, including the purchase of goods or services prohibited by applicable laws or regulations. If the Account is used in violation of this Section 11(c), this Agreement still applies and you must pay us for those transactions.

(d) Reporting Requirements. Upon our request, you agree to promptly furnish us with (i) monthly or quarterly financial statements, as applicable, for the most recently ended period and for the portion of the fiscal year then ended, (ii) audited annual financial statements, (iii) tax returns, and (iv) such other information pertaining to your operating results and business or financial condition.

12. Confidentiality. You represent that you have in place, and agree that you will maintain in effect and enforce, reasonable policies and procedures to preserve the confidentiality of, and you agree to safeguard, keep confidential, and not disclose to any third party, (i) the repayment terms, pricing terms, or fees for the Services that are applicable to the Account, (ii) aspects of our System (including the Digital Card Management Features), and (iii) the Security Procedures, including your Credentials, required to access your Account on our System. You agree to limit the internal disclosure and distribution of such information to your representatives who have a need to know such information. You must notify us immediately if there has been a breach of your security, or any Credentials have been lost, stolen, compromised or misused.

13. Disclaimer of Warranties. We disclaim all warranties, express or implied, in connection with the Service, and any such warranties are hereby expressly excluded. We do not warrant that the Service shall be error free or that the use of the Service shall be uninterrupted. YOU WAIVE ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ALL SERVICES ARE PROVIDED "AS IS," "WHERE IS" AND WITHOUT RECOURSE TO CROSSFIRST BANK.

14. Limitation of Liability. YOU AGREE TO THE MAXIMUM EXTENT PERMITTED BY LAW THAT: IN NO EVENT WILL WE BE LIABLE UNDER ANY THEORY AT LAW OR IN EQUITY FOR ANY DAMAGES THAT YOU OR ANY OTHER PERSON MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICE OR THIS AGREEMENT THAT ARE NOT DIRECT, ACTUAL DAMAGES RESULTING FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PROVIDING THE SERVICE; AND, WE WILL NOT IN ANY EVENT BE LIABLE FOR ANY

CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR SPECULATIVE LOSSES OR DAMAGES (INCLUDING LOST PROFITS, LOST TIME, LOST SAVINGS, GOODWILL AND OPPORTUNITIES) EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES AND REGARDLESS OF THE TYPE OF CLAIM. OUR LIABILITY FOR DAMAGES UNDER THE AGREEMENT WILL IN NO EVENT EXCEED THE FEES WE CHARGE DURING THE SIX MONTHS PRECEDING THE DATE ON WHICH YOUR CLAIM ACCRUED AGAINST US. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR LOST DATA. Except as otherwise provided in this Agreement, we shall not in any event be liable for (a) any loss, damage or injury caused by any act or omission of any third party, whether or not such third party was chosen by us, (b) any charges imposed by any third party, (c) any loss, damage or injury caused by any failure of the hardware or software used by a third party to provide the Service to you, or (d) lost data or damage to your equipment or systems. In addition, we shall not be responsible for, or incur any liability to you for, any failure or delay in carrying out any of our obligations under this Agreement, if such failure or delay was caused by any third party.

15. Your Indemnification Obligations. You agree to indemnify and hold us and our officers, directors, employees, shareholders and agents harmless from and against any and all Losses resulting directly or indirectly from, or arising in connection with, (a) our providing the Service or extending credit to you and your subsidiaries and affiliates (if any) (other than Losses that result from our gross negligence or willful misconduct), (b) your, or your subsidiary's or affiliate's, violation of any of your representations, warranties or covenants under this Agreement or material breach of this Agreement, and (c) our good faith refusal to approve any transactions.

16. License of Your Marks. For some of our Card programs, we offer you the ability to affix a Mark to a physical Card. If you wish to use this feature of our Service, you grant to us a non-transferable, non-sublicensable, non-exclusive, royalty-free, worldwide, royalty-free, fully paid-up license to use the Marks that you specify for the sole purposes of affixing it to Cards issued under this Agreement. The use and display of the Mark on a Card is subject to our requirements and approval, and the approval of the Card Association. You represent and warrant to us that you have the right to use and license to us the Mark as contemplated by this Agreement and that the Mark, your license of the Mark and the use of the Mark on a Card do not infringe or violate the intellectual property or other rights of any third party. We agree that we will use the Marks only in the manner you authorize, and that you retain all rights in and to the Marks not expressly granted under this Agreement. Once you approve the model of the Mark for impression on a Card, you may be responsible for the costs we have incurred in producing the Card and Mark design should you not use that model.

17. Termination.

(a) Right to Terminate. We may, in our sole discretion, restrict use of, suspend, or terminate at any time without notice, subject to applicable law, even if you are not in default, (i) your Account, any Card, or any of the Services, including by limiting the number or amount of transactions on the Account or Card, (ii) your access to our System, or (iii) an Authorized User, or any of the Entitlements of an Authorized User. We will provide you notice of the exercise of our termination as soon as reasonably practicable. You may terminate your Account by giving us written notice of termination.

(b) Actions. Upon any such termination, you will (i) promptly pay to us all sums due or to become due under this Agreement (and we may immediately debit such sums from any bank account you have previously authorized us to debit for amounts due); (ii) have no further right to make use of the Account, Card, or Services that are terminated, and (iii) surrender to us, or destroy, all Card(s) that are terminated.

(c) Effect. Any such termination does not release you, or us, from any of our respective obligations that arose, or became effective, prior to such termination, including any such transactions that post after termination. You remain fully obligated to repay all amounts owed to us under this Agreement. All provisions of this Agreement relating to the parties' respective warranties, representations, limitation of liability, confidentiality, proprietary rights, indemnification, and arbitration shall survive the termination of this Agreement.

18. Our System and Digital Card Management Features; Additional Terms.

(a) Software, Hardware, Other Services. You are responsible for having and maintaining at your expense proper functioning, secure and safe hardware, software (including antivirus and antimalware software) and communication devices, Internet access and service necessary for use with our System and the Digital Card Management Features.

(b) Intellectual Property. All pages, screens, text, and other materials, and other works of authorship and material appearing on, or utilized in connection with, our System and the Digital Card Management Features, the names, trademarks, logos, slogans and service marks used, displayed and found on websites, and all other intellectual property relating to our System and the Digital Card Management Features (collectively, "Intellectual Property") are owned by and proprietary to us, the applicable Card Association, and our vendors or licensors, except as otherwise specified. No Intellectual Property may be copied, modified, distributed, used in any way or publicly displayed in any medium of expression without our prior written consent.

(c) Warranty Disclaimer. Our System and the Digital Card Management Features are provided "as is," and "as available." Since the Internet is inherently insecure and since there is a risk that data, communications, and transfers may be subject to interruption, interception, failure, unavailability, delay or unauthorized access or dissemination ("Failure Events"), we agree to take commercially reasonable steps to maintain the security of such data communications and transfers while on our System, including using encryption and other industry standard security features. Except where we fail to take commercially reasonable steps, we shall not be liable for any Failure Events that occur, including any Losses resulting from a data breach involving your confidential information or non-public personal information. Under no circumstances, shall we be liable for any Failure Events that occur prior to you establishing a secure connection to our designated portal or after properly terminating that connection. All material found on our System, including any websites, is provided "as is." We make no representation or warranty that our System and the Digital Card Management Features are available or appropriate for use in countries other than the United States. You are solely responsible for compliance with all laws and regulations applicable in jurisdictions where you conduct business.

19. ARBITRATION.

(a) Submission to Arbitration. Subject to the arbitration limit in Section 19(k), the parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them and/or Authorized Representatives or Authorized Users (and their respective employees, officers, directors, attorneys, present or future affiliates, and other agents), whether in tort, contract or otherwise in any way arising out of or relating to (i) the Service, our System, the Account, the Cards, any credit subject hereto, or the Agreement and its respective negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination; or (ii) requests for additional credit ("Claim" or "Claims"). Claims also include claims or disputes relating to the enforceability, validity, scope or interpretation of this arbitration provision; provided, however, the enforceability of the Class Action Waiver set forth below shall be exclusively determined by a court of competent jurisdiction. For the avoidance of doubt, Claims has the broadest possible meaning.

Any party may elect to resolve a particular Claim through arbitration, even if a party has already initiated litigation in court by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court.

For the avoidance of doubt, this arbitration provision does not apply to "consumer credit" as defined in the Military Lending Act and/or its implementing regulations ("MLA") or to any "covered borrower" as also defined in the MLA.

(b) Applicable law. The parties agree that the Application, Certification and Directive, this Agreement, and this arbitration provision involve interstate commerce and that this arbitration provision shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code (the "FAA"), as amended, to the fullest extent possible, notwithstanding any state law to the contrary,

regardless of the origin or nature of the Claims at issue. If a court of competent jurisdiction finds the FAA does not apply, and the finding cannot be appealed or all appeals on the finding have been exhausted, then the Kansas Arbitration Act applies. The arbitrator must follow, to the extent applicable: (1) the substantive law of the State of Kansas; (2) the applicable statutes of limitations; and (3) claims of privilege recognized at law.

(c) **Governing Rules.** Any arbitration proceeding will (i) proceed in Johnson County, Kansas, at a location selected by the American Arbitration Association ("AAA"); and (ii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the Claim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the "Rules"). If AAA is unavailable or unwilling to resolve the Claims, and if the parties do not agree on a substitute administrator, then the parties shall request that a court of competent jurisdiction appoint an arbitrator. If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Claim. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. § 91 or any similar applicable state law.

(d) **No Waiver of Provisional Remedies: Self-Help and Foreclosure.** The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Claim to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

(e) **Arbitrator Qualifications and Powers.** Any Claim in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Claim in which the amount exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. The arbitrator must be a neutral attorney licensed in the State of Kansas or a neutral retired judge of the state or federal judiciary of Kansas, in either case with a minimum of ten years' experience in the substantive law applicable to the subject matter of the Claim to be arbitrated. The arbitrator will determine whether or not a Claim is arbitrable. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve Claims in accordance with the substantive law of Kansas and may grant any remedy or relief that a court of such state could order or grant in a single-plaintiff non-class court proceeding within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Kansas Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the Claim to arbitration if any other party contests such action for judicial relief.

(f) **Discovery.** In any arbitration proceeding, non-privileged discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Claim being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the

arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(g) **CLASS ACTION WAIVER. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. NO PARTY HERETO OR REPRESENTATIVE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY CLAIM AS A CLASS REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. YOU AND WE AGREE THAT (I) ANY CLAIMS ARISING HEREUNDER WILL NOT UNDER ANY CIRCUMSTANCES BE PURSUED IN CLASS ACTION PROCEEDINGS; (II) WE WAIVE THE RIGHT TO BRING OR TO PARTICIPATE IN CLASS ACTION PROCEEDINGS AGAINST YOU; AND (III) YOU WAIVE THE RIGHT TO BRING OR TO PARTICIPATE IN CLASS ACTION PROCEEDINGS AGAINST US. IF SOME OTHER PERSON INITIATES A CLASS ACTION PROCEEDING AGAINST US, YOU MAY NOT JOIN THAT PROCEEDING OR PARTICIPATE AS A MEMBER OF THAT CLASS.**

(h) **Payment of Arbitration Costs and Fees.** Arbitration fees and costs shall be determined by the Rules, unless limited by applicable law, and the arbitrator shall award all costs and expenses of the arbitration proceeding. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration fees, costs and expenses, including reasonable attorneys' fees, to the prevailing party.

(i) **Miscellaneous.** To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the Agreement or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of the Agreement or any relationship between the parties.

(j) **Small Claims Court.** Either party has the option to pursue a Claim in a small claims court (or the equivalent). As an exception to the arbitration provisions above, individual claims filed in a small claims court are not subject to arbitration as long as the action remains in that court and is not removed or appealed to a court of general jurisdiction.

(k) **Severability.** In the event the Class Action Waiver in this arbitration provision is found to be unenforceable for any reason, this arbitration provision shall also be unenforceable. If any provision in this arbitration provision, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

20. General Provisions.

(a) **Merchants.** We have no liability or responsibility for (i) goods or services purchased with a Card or the Account or for any dispute you may have with a merchant over goods or services you purchase, (ii) a merchant's or supplier's failure to accept the Card or the Account, or (iii) any failure of a merchant to seek authorization before honoring a Card. If you have a billing dispute with a merchant, we require that you first attempt to resolve the dispute directly with the merchant. If you are unable to resolve the billing dispute, you may request that we process a chargeback, subject to applicable Card Association rules. If we agree to process the chargeback, you will be required to complete a dispute form provided by us, provide any additional information we request relating to the dispute and cooperate with us. You are in all events responsible for any transactions made with your Cards or the Account, including chargebacks.

(b) **Digital Wallets.** Your and your Cardholders' electronic devices, such as mobile phones, or an application you or your Cardholders' use on your electronic devices may be able to store your Card information for the purpose of making purchases or other transactions using the application on your device. Such transactions are covered by this Agreement when they involve use of a Card or the Account. Applications in which you have stored your Card or Account information may have separate terms of use applicable to use of that application. We are not responsible if you violate that application's terms, and those

terms are not part of this Agreement.

(c) Monitoring and Recording. You agree on your behalf, and for your Authorized Representatives, Authorized Users, Cardholders, employees, agents, subsidiaries, affiliates, and their employees and agents, that we may monitor and record telephone and electronic communications in connection with the Services at any time, without further notice to you or any party to the communication.

(d) Amendments. We may amend, supplement or change (each, a "revision") the terms of this Agreement at any time and from time to time by giving you notice as permitted by this Agreement. You acknowledge that if we revise the Agreement by general posting on our website or the System, we are not obligated to otherwise notify you of the revision. Subject to applicable law, any revision shall apply to the outstanding balance on the Account beginning on the effective date of the revision and to any future balances created after that date. No revision to this Agreement shall affect in any manner your obligation to pay in full all Obligations under this Agreement. We may from time to time and in our sole discretion (i) change the Account's or any Card's credit limit(s), (ii) reduce the Account or Card credit limit to \$0, or (iii) limit the number or amount of transactions on the Card or the Account. You understand that we may not provide you advance notice of such actions unless required by law.

(e) Delay in Enforcement; Restrictive Endorsements. We may at any time and in our sole discretion delay, or waive enforcing, any of our rights or remedies under this Agreement or applicable law without losing such rights or remedies. Even if we do not enforce our rights or remedies at any specific time, we may enforce them at a later date. We may accept late payments, or payments that are marked "payment in full" or with other restrictive endorsements, without losing any of our rights under this Agreement or applicable law. Every security interest and right of set-off shall continue in full force and effect until such security interest or right of set-off is specifically waived or released by an instrument in writing executed by us.

(f) Notice. Any written notice from you to us shall be effective once we have received the notice by your emailing us at cardservices@crossfirstbank.com, or writing to CrossFirst Bank, Attn: Commercial Payments, PO Box 25277, Overland Park KS 66225-0277, and we have had a reasonable opportunity to act on it. Any written notice from us to you shall be effective and deemed delivered by (i) a general posting on our website or the System (ii) sending notice by email to any one of the email addresses provided by you for that purpose, (iii) on a Periodic Statement (including by posting it in your online account on our System), or (iv) mailed to you at your address as it appears on our records.

(g) Force Majeure. We shall not be responsible for, nor shall we incur any liability to you for any failure, error, malfunction or any delay in carrying out any of our obligations under this Agreement if any such failure, error, malfunction or delay results from causes beyond our reasonable control, including without limitation, fire, casualty, breakdown in equipment or failure of telecommunications or third party data processing services, internet disruptions, lockout, strike, accident, act of God, act of terrorism, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents us from operating normally.

(h) Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns. You may not sell, assign or transfer the Account or any of your rights or obligations under this Agreement voluntarily or by operation of law. We may sell, assign or transfer the Account, any balance due thereon, our rights and obligations, or any such rights and obligations separately, under this Agreement without prior notice to, or consent from, you.

(i) Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between you and us with respect to the Services, and supersedes any prior or contemporaneous proposal, understandings, discussions or agreements between the parties with respect to the Services.

(j) Signatures; Counterparts. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. No person or entity, other than the parties, their permitted assigns, indemnified persons, our vendors and the Card Association, shall have

any rights under this Agreement. This Agreement may be executed by means of an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act or state enactments of the Uniform Electronic Transactions Act; an original manual signature; or a scanned or photocopied image of a manual signature. Each electronic signature or scanned or photocopied image of a manual signature will have the same validity, legal effect, and admissibility in evidence as an original manual signature for all purposes. Notwithstanding the provisions of the preceding sentence, we reserve the right, in our sole discretion, to accept, deny, or condition our acceptance of any electronic signature provided in relation to this Agreement.

(k) Severability. If any provision of this Agreement is deemed to be illegal, invalid, void or unenforceable by a court of competent jurisdiction, or by any governmental agency with jurisdiction in such matter, such provision shall continue to be enforceable to the extent permitted by that court or agency, and the remainder shall be deemed stricken from this Agreement. All other provisions shall remain in full force and effect. If performance of the Service in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which we are subject, and that governs or affects the Service or any transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the degree necessary to comply with such statute, regulation or policy, and we shall incur no liability to you as a result of such violation or amendment.

(l) Security Interest. As security for payment when due of any and all Obligations, you hereby grant us a continuing lien and security interest in any and all of your monies and accounts with us or any of our subsidiaries or affiliates now and in the future (excluding any account expressly titled to clearly demonstrate that the account is held by you in a fiduciary or representative capacity for a third party). This security interest is supplemental to and not in lieu of the security interest granted by you to, or for the benefit of, us under any other agreement. If you have other loans from us, or if you take out other loans with us in the future, collateral securing those loans will also secure your Obligations under this Agreement, unless we otherwise agree in writing.

(m) Set-off. You agree that we may set off (1) any and all funds in any and all of your accounts with us or any of our subsidiaries or affiliates now and in the future (excluding any account expressly titled to clearly demonstrate that the account is held by you in a fiduciary or representative capacity for a third party) or (2) any other sums due or payable by us to you, in each case, to pay any Obligation you have to us under this Agreement. We may exercise our right of set off by debit or other means without recourse to other rights or collateral, if any, we may have and regardless of the effect on your account. You waive notice of the exercise of these rights to the extent permitted by applicable law. Our right of set off is limited only to the extent expressly limited by applicable law.

(n) Compliance with Law. We and you each agree to comply with and be responsible for all applicable state, local and federal statutes, rules, regulations, orders, directives, policies and other laws, and the rules and regulations of any applicable Card Associations or payment clearing system.

(o) Governing Law; Venue. This Agreement and any claims or disputes relating to or arising out of this Agreement or the Service shall exclusively be governed by, and construed in accordance with, the laws of the State of Kansas, without regard to Kansas's conflict of law principles, and with applicable federal laws and regulations. Subject to the arbitration provisions set forth in Section 19, you irrevocably submit to the nonexclusive jurisdiction of the courts of the state and federal courts in Johnson County, Kansas and agree that any legal action or proceeding with respect to this Agreement or the Service may be commenced by us in such courts.

(p) WAIVER OF JURY TRIAL AND CLASS ACTION WAIVER. SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH IN SECTION 19, AND WITHOUT LIMITING THE ARBITRATION PROVISION IN ANY WAY, YOU AGREE THAT ANY SUIT, ACTION OR PROCEEDING, WHETHER AS PART OF A CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY YOU ON OR WITH RESPECT TO THIS AGREEMENT OR ANY EVENT, TRANSACTION OR OCCURRENCE ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS

AGREEMENT SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. YOU EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. YOU ACKNOWLEDGE THAT WE WOULD NOT HAVE EXTENDED CREDIT UNDER THIS AGREEMENT IF THIS WAIVER OF JURY TRIAL WERE NOT PART THIS AGREEMENT. ADDITIONALLY, AND, AGAIN, WITHOUT LIMITING THE ARBITRATION PROVISION IN ANY WAY, YOU AND WE AGREE, TO THE FULLEST EXTENT ALLOWED BY LAW, THAT: (I) ANY CLAIMS ARISING HEREUNDER WILL NOT UNDER ANY CIRCUMSTANCES BE PURSUED IN CLASS ACTION PROCEEDINGS; (II) WE WAIVE THE RIGHT TO BRING OR TO PARTICIPATE IN CLASS ACTION PROCEEDINGS AGAINST YOU; AND (III) YOU WAIVE THE RIGHT TO BRING OR TO PARTICIPATE IN CLASS ACTION PROCEEDINGS AGAINST US. IF SOME OTHER PERSON INITIATES A CLASS ACTION PROCEEDING AGAINST US, YOU MAY NOT JOIN THAT PROCEEDING OR PARTICIPATE AS A MEMBER OF THAT CLASS.

(q) Other Agreements; Conflicts. You and we may be parties to other agreements than this Agreement. This Agreement shall control with respect to the subject matter of this Agreement, and any other agreement between you and us shall control with respect to the subject matter of that separate agreement. If there is any conflict between these General Terms and the Fee Schedule or any Periodic Statement, these General Terms shall govern, but only to the extent reasonably necessary to resolve the conflict. If there is any conflict between the Fee Schedule and any Periodic Statement, the Fee Schedule shall govern, but only to the extent reasonably necessary to resolve the conflict.

(r) Headings. The Section headings used in this Agreement are for convenience only, and do not in any way limit or define your, or our, rights or obligations under this Agreement.

21. Definitions.

"Account" means the commercial credit account we establish for you upon completion of the initial Set-Up Process.

"Agreement" or "Commercial Card Agreement" has the meaning assigned to such term in the introductory paragraph and means, collectively, the General Terms, together with all addenda, schedules, exhibits, the Service Documentation, the Certification and Directive, and the Application, each as amended from time to time.

"Application" or "Commercial Card Application" means your written application for the Services in a form acceptable to us.

"Authorized Representative" means each natural person identified as such in your Certification and Directive or in another manner acceptable to us.

"Authorized User" means each Authorized Representative and each other natural person who has authority to administer and manage use of the Services, as identified as such by an Authorized Representative or other Authorized User through our System or in another manner acceptable to us.

"Bank" or "CrossFirst Bank" or "we" or "us" or "our" have the meaning assigned to such terms in the introductory paragraph.

"Billing Cycle" means the time period beginning on the date after a Statement Date until the end of the next Statement Date, and may be monthly, every four weeks, biweekly, or weekly, as determined in accordance with your elections in the Application or in another written form acceptable to us.

"Card" means a credit card we issue to a Cardholder under this Agreement and includes a physical card, virtual card, single-use ghost account for account payables, or other transaction device we issue under this Agreement.

"Card Association" means a network payment processor such as Visa U.S.A. Inc., or another

payment card network as notified by us to you from time to time.

"Card Services" is our internal department that you may contact for information about the Services.

"Cardholder" means you (including, without limitation, a division or department of you) or a natural person, including your employee, to whom we issue a Card under this Agreement.

"Certification and Directive" means your Commercial Card Certification and Directive, or other such resolution in a form acceptable to us, in which you authorize your Authorized Representatives to perform certain actions with respect to the Agreement and Services.

"Company" or "you" or "your" have the meaning assigned to such terms in the introductory paragraph.

"Consolidated Billing" means a billing method that provides (i) a single, consolidated Periodic Statement for each Billing Cycle to you or, if available to you, multiple consolidated Periodic Statements for Card groupings you identify to us to be sent to individuals you identify to us and (ii) individual Periodic Statements to each Cardholder for informational purposes.

"Credentials" means, collectively, all usernames, passwords, PINs, access codes, answers to challenge questions, random numbers generated by a physical or software token, encryption certificates and similar information and devices used in connection with the Security Procedures and associated with or necessary for you to use the Services and our System.

"Digital Card Management Features" means the features in our System that enable you to access information about, and administer and manage, the Account.

"Entitlements" means the rights an Authorized User has to access information through, and otherwise use, our System.

"Fee Schedule," means the schedule to this Agreement that describes your Account's interest rates, finance charges, and other program fees and charges, as amended from time to time.

"General Terms" has the meaning assigned to such term in the introductory paragraph, as amended from time to time.

"Individual Billing" means a billing method that provides individual Periodic Statements to each Cardholder for the purpose of payment by the Cardholder.

"Losses" means losses, liabilities, actions, claims, judgments, settlements, damages, costs and expenses, including reasonable fees, expenses and costs of outside and in-house legal counsel.

"Marks" means the trademark, trade name or service mark and related design or logo of a business entity.

"NACHA Operating Rules" means the rules and guidelines of the National Automated Clearing House Association.

"Obligations" means: (i) the outstanding principal balance, plus accrued interest, fees, and charges, on your Account and (ii) all of your other obligations and liabilities to us under this Agreement, including for indemnification of us.

"Payment Due Date" means the date, as shown on each Periodic Statement, on or before which

payment of the total outstanding balance on the Account is due.

"Periodic Statement" means a statement of your transaction activity and other information about your Account that we make available to you after the close of each Billing Cycle.

"Revenue Share Addendum," means the addendum to this Agreement that describes any revenue we share with you, if applicable, as amended from time to time.

"Security Procedures" means the security or authentication measures and procedures you and we agree govern your access to our System.

"Services" or "Service" means the commercial card services we provide you under this Agreement, including the Account, the Cards, our System, and the related services described in this Agreement.

"Service Documentation" means the forms, rules, procedures, manuals, guides, implementation guidelines, and other documentation relating to the Services or our System that we give or make available to you in hard copy or online, in each case as we update them from time to time, and is used in the most comprehensive sense. Service Documentation includes pricing information, documents and information provided to you with your Cards, welcome packets, and reference guides.

"Set-Up Process" means the process and procedures you and we complete to initially set up, or make modifications to, your Account with us and in our System.

"Statement Date" means the date, as shown on each Periodic Statement, on which the Billing Cycle closes, and as determined in accordance with your elections in the Application or in another written form acceptable to us.

"Statement Information" means the transaction information shown on each Periodic Statement, including, without limitation, purchases and cash advances that have posted, payments and adjustments, any fees, interest, and charges, the total outstanding balance, and the Payment Due Date.

"System" means the internet-based information-delivery and, if enabled, transaction-initiation system(s) we offer from time to time.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

22. Statutory Notice. THIS IS THE FINAL EXPRESSION OF THE AGREEMENT BETWEEN COMPANY (THE BORROWER) AND BANK AND SUCH WRITTEN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR ORAL AGREEMENT OR OF A CONTEMPORANEOUS ORAL CREDIT AGREEMENT BETWEEN THE BORROWER AND THE BANK. ANY ADDITIONAL NON-STANDARD TERMS OF THE CARD AGREEMENT AND THE REDUCTION TO WRITING OF ANY PREVIOUS ORAL CREDIT AGREEMENT BETWEEN BORROWER AND BANK IS SET FORTH IN THE SPACE BELOW:

NONE

THE COMPANY (BORROWER) AND THE BANK AFFIRM THAT NO UNWRITTEN ORAL CREDIT AGREEMENT BETWEEN THEM EXISTS.

Company please initial

Bank please initial

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION (SECTION 19) THAT MAY BE ENFORCED BY THE PARTIES. IT ALSO CONTAINS A JURY TRIAL AND CLASS ACTION WAIVER (SECTION 20(p)) THAT MAY ALSO BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representative.

Legal Name of Company:

CROSSFIRST BANK

Authorized Representative Signature Date Signed

Signature Date Signed

Authorized Representative Name (printed)

Name (printed)

Title

Title

Other Important Information
Lost and Stolen (24 hrs.): (844) 261-2548
Customer Service (24 hrs.): (844) 261-2548
Past Due Accounts: (844) 261-2548
Select option 4 for card services

View account activity or change statement options: www.Crossfirstbank.com/commercialcards

**FEE SCHEDULE
(COMMERCIAL CARD AGREEMENT)
Interest Rate and Finance Charges**

Annual Percentage Rate (APR) for Purchases and other Program Fees and Charges Not Specified Below	21.49% This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	23.50% This APR will vary with the market based on the Prime Rate.
Paying Interest	We will not charge you any interest on purchases if you pay your entire balance by Payment Due Date. We will begin charging interest on cash advances on the transaction date.
Minimum Finance Charge	If you are charged periodic interest, the charge will be no less than \$1.50.

Program Fees and Charges

Transaction Fee for Cash Advance	A fee equal to 4% of each cash advance will apply to each cash advance transaction, subject to a minimum cash advance fee of \$2 and a maximum cash advance fee of \$200.
Transaction Fee for Cash Equivalent Advance	A fee equal to 4% of each cash equivalent advance will apply to each cash equivalent advance transaction subject to a minimum cash equivalent advance fee of \$2 and a maximum cash equivalent advance fee of \$200.
Annual Account Fee	None
Late Fee	A fee equal to 2.00% of the current balance, subject to a \$30.00 minimum, will be added to the balance if any payment in any form on the Account is not made on or before the Payment Due Date as set forth in the Periodic Statement.
Over-limit Transaction Fee	An over-limit fee of \$35 will be added to the balance if the outstanding balance of an Account, including finance charges and fees, exceeds the credit limit at any time during a Billing Cycle. Only one over limit transaction fee will be assessed per Billing Cycle.
Returned Payment Fee	A fee of \$35.00 will be added to the balance if any payment in any form on the Account is dishonored or returned unpaid to Bank for any reason.

Statement/Research Request Fees	<p>A fee of \$5.00 will be assessed per printed duplicate or replacement copy of a Periodic Statement.</p> <p>Additionally for requests for more than one year of printed Periodic Statements an additional charge of \$25.00 per hour will be assessed.</p> <ul style="list-style-type: none"> • For open accounts, this fee will be added to the balance once the research has been completed and documents provided. • For closed accounts, hours will be estimated before the project is started and the fee will be charged based on the estimated hours. Payment must be received before the project is started. <p>We will not charge you for duplicate documents in connection with a billing error notice or if our investigation indicates a billing error occurred.</p>
Foreign Transaction Fee	<p>A fee equal to 3% of each foreign transaction, after conversion to U.S. Dollars, will be assessed on all transactions made in currencies other than U.S. Dollars. Fees for foreign cash advances and foreign purchases will be added to the balance of the Account. Fees will apply on any foreign transaction as described herein, including foreign transactions made while physically present in the United States.</p>
Expedited Payment Fee	<p>A fee of \$25.00 will be added to the balance of the Account each time Company or a Cardholder has Bank initiate an expedited payment by telephone.</p>
Expedited Card Shipping Fee	<p>A fee will be added to the balance of the Account each time Company or Cardholder requires expedited delivery by Bank of additional or replacement Cards.</p> <ul style="list-style-type: none"> • Overnight Delivery (U.S. Mail): \$40.00
Product Training Fees	<p>No charge for one train-the-trainer product training session by teleconference and/or webinar. Additional training available upon request at fees at Bank's then-current rates.</p>
Replacement Card	<p>In the event you request a replacement card for a lost or stolen Card, a fee of \$15.00 may be charged for each replacement card. This fee will not apply to cards issued as renewal of expired cards.</p>
Custom Card Design Fees	<p>Custom card design may be available subject to VISA[®] approval requirements. A fee will be added to the balance for custom card design. Pricing available upon request.</p>

Finance Charges – Accrual, Periodic Rate, and Balance Calculations

ACCRUAL OF FINANCE CHARGES: There is no grace period before periodic rate finance charges begin to accrue on cash advances, cash equivalent advances or transaction fees related such cash advances or cash equivalent advances. Periodic rate finance charges accrue on cash advances, cash equivalent advances, and their related transaction fees from the date of the cash advance or cash equivalent advance. No periodic rate finance charges will apply to purchases and other program fees and charges that are paid in full on or before their applicable Payment Due Date, as shown on the Periodic Statements. Periodic rate finance charges will accrue on purchases and on program fees and charges added to the Account beginning with the first day that follows the applicable Payment Due Date.

PERIODIC RATE FINANCE CHARGES: Periodic rate finance charges will be calculated using daily periodic rates, which correspond to certain Annual Percentage Rates ("APRs"). The daily periodic rate is the APR divided by 365. APRs are variable rates that are calculated for each Billing Cycle by adding a margin to the higher of (i) the Prime Rate or (ii) 5.25%. The Prime Rate is the highest U.S. Prime Rate published in the "Money Rates" section of *The Wall Street Journal* on the tenth (10th) day of each month, or the next business day, if the 10th falls on a weekend or holiday. Any change to the Prime Rate will be applied on the first day of your next Billing Cycle. The APR may increase or decrease each Billing Cycle if the Prime Rate changes. If the APR increases, you will pay a higher finance charge and may pay a higher minimum payment. No representation is made that the Prime Rate is the lowest, best, or most favored rate of interest. If the Wall Street Journal ceases publication or to publish the Prime Rate, we may substitute a similar rate at our sole discretion.

The APR may be different for purchases, cash advances, cash equivalent advances, and other program fees and charges (each a "Transaction Category" and, collectively, the "Transaction Categories").

Prime Rate: Variable APRs set forth in this Fee Schedule are based on a Prime Rate of 8.50% as of August 10, 2023.

For the rate for purchases on the Account, and other program fees and charges, we add a margin of 12.99% to the Prime Rate (daily periodic rate currently 21.49%).

For the rate for cash advances, cash equivalent advances, and their related transaction fees on the Account, we add a margin of 15.00% to the Prime Rate (daily periodic rate currently 23.50%).

FINANCE CHARGES AND BALANCE CALCULATIONS: Bank uses the average daily balance method to compute finance charges on the Account. Bank computes finance charges separately for each Transaction Category.

On the Periodic Statement, Bank will calculate an average daily balance for each Transaction Category by adding all the daily balances for that Transaction Category and dividing that amount by the number of days in the Billing Cycle. If you multiply the average daily balance for a Transaction Category by its daily periodic rate and multiply the result by the number of days in the Billing Cycle, the total will equal the finance charge calculation for that Transaction Category, except for minor variations due to rounding. Finance charges and fees are compounded daily.

Interest applicable to cash advances and cash equivalent advances is added to the daily balance beginning on the date that such advances are made and are shown on the Periodic Statement under "Finance Charges." Interest applicable to purchases and other program fees and charges is added to the daily balance beginning on the date that follows the applicable Payment Due Date and are shown on the Periodic Statement under "Finance Charges." Transaction fees for cash advances, cash equivalent advances, foreign transaction fees, and other program fees and charges are shown on the Periodic Statement as "Other Charges."

The Account will have periodic Billing Cycles as set forth in the Application, Set-up Process, or other written form acceptable to Bank, but the first Billing Cycle may be more or less than the subsequent billing cycles.

Card Agreement

For additional information about the cost and terms of the Account, see your Commercial Card Agreement General Terms (the "Commercial Card Agreement"). Capitalized terms used in this Fee Schedule and not defined herein have the meanings assigned to such terms in the Commercial Card Agreement.

The information in this Fee Schedule is accurate as of November 1, 2023, the date this document was last revised. This information may have changed after that date. This information is subject to change in accordance with the Agreement and the terms of the Fee Schedule. To find out what our current Fee Schedule is, contact us by calling Card Services: (844) 261-2548 option 4 or emailing cardservices@crossfirstbank.com.

Certification of Beneficial Owners of Legal Entities

The information contained in this Certification is sought pursuant to Section 1010.230 of Title 31 of the United States Code of Federal Regulations (31 CFR 1010.230).

Financial Institution Name: CrossFirst Bank		Financial Institution Location:	
Financial Institution Contact Person:	Contact Phone Number: (844) 261-2548	Customer Portfolio/Identifier:	

I. General Instructions

What is this form?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Who has to complete this form?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a **legal entity** includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. **Legal entity** does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

What information do I have to provide?

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of Non-U.S. persons) for the following individuals (i.e., the **beneficial owners**):

- (i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); **and**
- (ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)). The financial institution may also ask to see a copy of a driver's license or other identifying document for each beneficial owner listed on this form.

II. Certification of Beneficial Owner(s)

Persons opening an account on behalf of a legal entity must provide the following information:

Full Name of Natural Person Opening Account:	Title of Natural Person Opening Account:
Type of Legal Entity for Which the Account is Being Opened:	Legal Entity Identifier (Optional):
Name of Legal Entity for Which the Account is Being Opened:	
Physical Address of Legal Entity for Which the Account is Being Opened:	
Account Type (Optional):	Account Number (Optional):

Provide the following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

Full Name (Beneficial Owner)		Date of Birth	Address (Residential or Business Street Address)	<i>For U.S. Persons: Social Security Number</i>	<i>For Non-U.S. Persons: Social Security Number, Passport Number and country of issuance, or other similar identification number¹</i>
First	M.I.		Street		Number
Last	Suffix		City State & Zip		Country of Issuance
First	M.I.		Street		Number
Last	Suffix		City State & Zip		Country of Issuance
First	M.I.		Street		Number
Last	Suffix		City State & Zip		Country of Issuance
First	M.I.		Street		Number
Last	Suffix		City State & Zip		Country of Issuance

If checked, Beneficial Owner listing requirement is Not Applicable

II. Certification of Beneficial Owner(s), Continued

Provide the following information for one individual with significant responsibility for managing the legal entity listed above, such as:

- ◆ An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
- ◆ Any other individual who regularly performs similar functions.

(If appropriate, an individual listed under the ownership section above may also be listed in the section below).

Full Name/Title (of Person with Control)		Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Non-U.S. Persons: Social Security Number, Passport Number and country of issuance, or other similar identification number ¹
First	M.I.		Street		Number
Last	Suffix		City		Country of Issuance
Title			State & Zip		

¹ In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

I, *(name of natural person opening account)*, hereby certify, to the best of my knowledge, that the information provided above is complete and correct. Also, the Legal Entity named above agrees to notify the Financial Institution of any change in the beneficial ownership information on this Certification.

Signature: _____ Date: _____

Additional Information (For Institutional Use Only):

The undersigned representative(s) (whether one or more, the "Authorized Representative") of the below named Company (the "Company") hereby certifies to CrossFirst Bank ("Bank") on behalf of Company that the following Commercial Card Certification and Directive ("Certification and Directive") have (i) been approved by the authorized governing body of or the individuals comprising Company in accordance with the organizational documents of Company, and (ii) not been amended, modified or revoked as of the date hereof.

Certification

1. The name of Company is _____ .
2. The Company's state of incorporation or organization is _____.
3. The physical address of Company is _____.
4. The federal tax identification number of Company is _____ .
5. Company is, and at all times shall be, duly organized and validly existing under the laws of the state of its origin and the state(s) where Company is located.
6. Company has the full power and authority to enter into and perform any and all agreements incidental to the commercial card services provided to Company by the Bank and to authorize the persons designated herein to transact business on behalf of Company in connection with such commercial card services.
7. Company has duly authorized the Authorized Representative to complete on behalf of Company this Certification and Directive, the Commercial Card Application, the Commercial Card Agreement, and any and all agreements or other documents incidental to the commercial card services provided to Company by Bank (the "Commercial Card Documents").
8. Company will promptly notify Bank in writing at the address in the Commercial Card Agreement (or such other address as the Bank may designate from time to time) prior to: (a) any change in Company's name; (b) any change in Company's assumed business name; (c) any modification or rescission of the Directive below, including Authorized Representatives; or (d) any change in any other aspect of Company that directly or indirectly relates to any agreements between Company and Bank. Bank may, in its sole discretion, rely on oral requests to modify Authorized Representatives or Authorized Users (as defined in the Commercial Card Agreement).

Directive

1. All acts and things done prior to the date hereof by or on behalf of Company in connection with the Commercial Card Documents are hereby ratified, confirmed, and approved;
2. Company, as any of the persons named below (the "Authorized Representatives") shall deem necessary or desirable, shall enter into and deliver such applications, instruments, documents, agreements, and other writings, including without limitation the Commercial Card Documents, as in the opinion of any such Authorized Representative, acting alone, may



Commercial Card Certification & Directive

be necessary or desirable to obtain the commercial card services described in the Commercial Card Documents. Each of the Authorized Representatives is hereby authorized and directed (individually and without the joinder of any other Authorized Representative) to enter into and deliver on behalf of Company, as the Authorized Representative may deem necessary or desirable, any and all of the Commercial Card Documents, each Commercial Card Document to be in form and content satisfactory to such Authorized Representative, such satisfaction to be conclusively evidenced by the Authorized Representative's execution of the same, and to do all such acts and things as in the opinion of the Authorized Representative may be necessary or desirable in connection with the commercial card services. Any Authorized Representative may act on behalf of the Company or its affiliates without the joinder of any other person.

The Authorized Representatives are as follows:

Name	Title	Phone	Email	Signature

CONTINUING VALIDITY. This Certification and Directive shall remain in full force and effect and Bank may rely upon it until written notice of its revocation or amendment shall have been delivered to, received, and acknowledged by Bank in a form reasonably acceptable to Bank. Such written notice shall be delivered to Bank at the address in the Commercial Card Agreement (or such other address as the Bank may designate from time to time). Any such notice shall not affect any of Company's liabilities, obligations or agreements in effect at the time such notice is given.

Bank may rely upon the foregoing Certification and Directive in extending commercial card products and services to Company and its affiliates.

IN WITNESS WHEREOF, the foregoing Certification and Directive is executed and shall be effective on the date first stated below.

Authorized Representative Date Signed

Name

Title

CERTIFICATE OF ORGANIZATION RESOLUTION AND AGREEMENT FOR
COMMERCIAL CREDIT CARD - CORPORATIONS

The undersigned Recordkeeper for _____(the "Organization"), a corporation organized under the laws of _____(state), Federal Tax Number: _____, does hereby certify to CrossFirst Bank (the "Bank") that:

1. They are the Secretary or Assistant Secretary of the above Organization (the "Recordkeeper"), and are authorized to execute and deliver this Certificate in the name of and on behalf of the Organization to the Bank.
2. This Certificate is being delivered in connection with the Organization's application to obtain a credit card line of credit from the Bank, including the execution and delivery of a certain Commercial Card Application, Commercial Card Agreement, Certificate and Directive, Certification of Beneficial Owners, and a related Guaranty, if applicable (the "Credit Card Agreements").
3. Attached hereto as Exhibit A is a true, accurate, and complete copy of the articles of incorporation or similar of the Organization, together with all amendments thereto (the "Articles"), certified within thirty (30) days prior to the date of this certificate by the Secretary of State (or comparable governmental authority) of the state of incorporation or organization of the Organization, which Articles are in full force and effect as of the date hereof. No proceedings or actions for the amendment of the Articles are proposed or pending.
4. Attached hereto as Exhibit B is a true, accurate, and complete copy of the bylaws of the Organization, together with all amendments thereto, which bylaws are in full force and effect as of the date hereof and at all times since a date prior to the date of the resolutions described in paragraph 5 below. No proceedings or actions for the amendment of the bylaws are proposed or pending.
5. Attached hereto as Exhibit C is a good standing certificate issued by the Secretary of State (or comparable governmental authority) of the state of incorporation or organization of the Organization, within ten (10) days prior to the date hereof. There has been no change in status since the date of the issued good standing certificate.
6. That at a meeting of the board of directors of the Organization duly held on _____ (date) and at which a quorum was present and acting throughout, or pursuant to the unanimous written consent of its directors dated _____ (date), the following resolutions were duly adopted and approved, are in full force and effect, and have not been amended or rescinded:

RESOLVED, that a credit card line of credit for this Organization be established with the Bank, and that separate accounts and credit cards ("Cards") under said line be opened and issued by the Bank in the name of this Organization for use by employees and agents of this Organization, who are identified from time to time by the Program Coordinator(s) designated in the Certificate and Directive delivered to the Bank, or by any successor to the Program Coordinator identified from time to time and notified to the Bank as set forth in the terms of the Commercial Card Application, Commercial Card Agreement, Certificate and Directive, Certification of Beneficial Owners, or related Guaranty, if applicable (the "Credit Card Agreements"), and that the

Organization authorizes the use of the Cards in accordance with the terms set forth in the Credit Card Agreements; and

RESOLVED, that any of the Chief Executive Officer, President, any Vice President, the Secretary, the Treasurer or

_____ (name/title/role) (the "Authorized Persons" and each an "Authorized Person") be, and each hereby is, authorized on behalf of the Organization to execute and deliver the Credit Card Agreements to the Bank, and that the execution or instruction provided by such Authorized Person(s) constitutes a legally binding and enforceable obligation of the Organization, and to designate, remove and replace the Program Coordinator(s) from time to time; and

RESOLVED FURTHER, that the Program Coordinator(s) designated in the Credit Card Agreements (as updated from time to time in accordance with the Credit Card Agreement) may from time to time: request that Cards be issued in the name of this Organization; request that the credit limits and purchase controls be changed on existing Cards issued in the name of this Organization; designate additional persons authorized to use Cards issued by Bank in the name of this Organization; request termination of use of existing Cards; and communicate other pertinent information on behalf of the Organization to the Bank; and

RESOLVED FURTHER, that the foregoing resolutions shall remain in full force and effect until written notice of an amendment or rescission thereof is delivered to and accepted for by the Bank; and

RESOLVED FURTHER, that the Recordkeeper be and they hereby are authorized and directed to certify to the Bank these resolutions and that the Recordkeeper signing this Certificate, is authorized to certify to the Bank the names and signatures of persons authorized to act on behalf of the Organization under the foregoing resolutions, and from time to time hereafter, as additions to or changes in the identity of said Recordkeeper are made, such Recordkeeper shall immediately report, furnish and certify such changes to the Bank, and shall submit to the Bank a new incumbency certificate or other document reflecting such changes in order to make such changes effective; and

RESOLVED FURTHER, that the foregoing resolutions were adopted in accordance with the governing documents of the Organization, and that such resolutions are now in full force and effect.

7. Attached hereto as Exhibit D is a list of the duly elected, qualified, and acting Authorized Person(s) for the Organization, holding the positions beside their names with the signatures set forth opposite their names being their true and genuine signatures, and each of such persons is duly authorized to execute and deliver, on behalf of the Organization, the Credit Card Agreements to which the Organization is or will be a party and any other documents to be executed and delivered by the Organization in connection therewith. Each such Authorized Person has been given sufficient authority to act on behalf of and to bind the Organization with respect to obtaining a credit card line of credit from the Bank, and the execution or instruction provided by such Authorized Person(s) constitutes a legally binding and enforceable obligation of the Organization.

8. No suit or proceeding for the dissolution or liquidation of the Organization has been instituted or is now threatened.

Delivery of an executed counterpart of a signature page of this Certificate by fax transmission or other electronic mail transmission (e.g. ".pdf" or ".tif") shall be effective as delivery of a manually executed counterpart of this Certificate.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate in the name of the Organization, and, if appropriate or required, applied the seal of the Organization, to this Certificate as of this _____ day of _____, 20__ .

RECORDKEEPER

Signature by Secretary or Assistant Secretary

Signature: _____

Name (print): _____

Title: _____

ADDITIONAL OFFICER

Signature by second person, certifying to incumbency of Recordkeeper

Signature: _____

Name (print): _____

Title: _____

Affix Seal, if required by Organization's governing documents.

Guidelines for Completion for Customers that are U.S. legal entities:

Corporation: The Recordkeeper signing above should be the corporate secretary or assistant secretary. The second person may be the assistant secretary (if the first is the corporate secretary) or other duly appointed officer (e.g. President, CEO, Treasurer, CFO, etc.).

Exhibit A

Please attach:

- Articles of Incorporation / Certificate of Incorporation

Exhibit B

Please attach:

- Corporation: Bylaws

Exhibit C
Incumbency

List those persons / officers who are authorized to bind the Organization (add more lines if necessary):

NAME	TITLE	SIGNATURE



**REVENUE SHARE ADDENDUM
(COMMERCIAL CARD AGREEMENT)**

Bank Compensation to Company

This Revenue Share Addendum ("Addendum") is an addendum to CrossFirst Bank's Commercial Card Agreement General Terms (the "Commercial Card Agreement") with _____ (the "Company", "you", or "your"). Throughout this Addendum, CrossFirst Bank is referred to as "Bank", "we", "us", or "our". Capitalized terms that are used but not defined in this Addendum have the meanings given to them in the Commercial Card Agreement.

Revenue Share Program

Provided that the Account has not been terminated and you remain in full compliance with all of your obligations to Bank pursuant to the Agreement and you are not in default under the Agreement, Bank will pay you the following revenue shares based on the Net Purchase Volume, Large Ticket Net Purchase Volume, and Purchase Card Level 3 Net Purchase Volume for the applicable period set forth below.

Revenue Share for Net Purchase Volume (Excluding Large Ticket Transactions and Purchase Card Level 3 Transactions)		
If the transaction qualifies for Net Purchase Volume interchange rates, the revenue share for the applicable transaction shall be _____ bps of Net Purchase Volume.		
By way of example:		
Anticipated Annual Net Purchase Volume	Revenue Share bps	Anticipated Average Revenue Share \$

Revenue Share for Large Ticket Net Purchase Volume
If the transaction qualifies for Large Ticket Transaction interchange rates, the revenue share for the applicable transaction shall be _____ bps of Large Ticket Net Purchase Volume.

Revenue Share for Purchase Card Level 3 Net Purchase Volume
If the transaction qualifies for Purchase Card Level 3 Transaction interchange rates, the revenue share for the applicable transaction shall be _____ bps of Purchase Card Level 3 Net Purchase Volume.

We will make revenue share payments _____ based on the calculated Net Purchase Volume, Large Ticket Net Purchase Volume, or Purchase Card Level 3 Net Purchase Volume for the

applicable period. If the Card Association decreases the interchange rate paid for Card and Account transactions, we may decrease the revenue share rates set forth above. Bank may also change the revenue share rates at any time annually in its sole discretion or more frequently as agreed with Company.

For purposes of this Schedule:

- "Large Ticket Transaction" means transactions qualifying as large ticket under the applicable Operating Rules of the Card Association, as amended from time to time, and as classified by the financial institution or vendor processing transactions on behalf of any merchant.
- "Purchase Card Level 3 Transaction" means transactions qualifying as purchase card level 3 transactions under the applicable Operating Rules of the Card Association, as amended from time to time, and as classified by the financial institution or vendor processing transactions on behalf of any merchant.
- "Net Purchase Volume" means the aggregate amount of individual new purchases (other than Large Ticket Transactions or Purchase Card Level 3 Transactions) posted to the Account, net of all refunds and credits (such as credits for returned merchandise or disputed billing items).
- "Large Ticket Net Purchase Volume" means the aggregate amount of individual new Large Ticket Transaction Purchases posted to the Account, net of all refunds and credits (such as credits for returned merchandise or disputed billing items).
- "Purchase Card Level 3 Net Purchase Volume" means the aggregate amount of individual new Purchase Card Level 3 Transaction Purchases posted to the Account, net of all refunds and credits (such as credits for returned merchandise or disputed billing items).

In all cases, the Account's "Net Purchase Volume", "Large Ticket Net Purchase Volume" and "Purchase Card Level 3 Net Purchase Volume" will exclude: (a) amounts and transactions representing program fees and charges, annual fees, interest rate and finance charges and other fees or charges, including but not be limited to, the fees set forth on the Fee Schedule and collection costs, (b) cash advances and/or transaction fees associated with cash advances (which include, but are not limited to, transactions using special checks), (c) if the Account is 30 or more days past due or any Account is charged off, any new purchases posted to the Account, and (d) any fraudulent or unauthorized transactions. Net Purchase Volume, Large Ticket Net Purchase Volume, and Purchase Card Level 3 Net Purchase Volume shall not be considered eligible for accrual of revenue share unless and until you pay us for such Net Purchase Volume, Large Ticket Net Purchase Volume, Purchase Card Level 3 Net Purchase Volume, and all associated program fees and charges. To qualify for revenue share payments, the Account must be both open and current.

Other Terms of the Revenue Share Program

1. We may change or discontinue this program at any time without notice to you. To the extent the terms of this Addendum have changed, any revenue share payment will be issued under the terms governing the program at the time of payment. If the program has been discontinued, no revenue share payment will be issued to you notwithstanding your eligibility under the previous terms. Bank may amend this Addendum, including the revenue share rates, in accordance with amendments provision in the Commercial Card Agreement.
2. Revenue share payments shall be paid to Company. No revenue share payment shall be paid to any individual employee or affiliate.
3. If one or more of the conditions herein this Addendum are not met, we are under no obligation to make any revenue share payment, although we may, in our sole discretion, elect to make such payment. Should this occur, issuance of a payment in such circumstances will in no way obligate us to make an unearned revenue share payment thereafter.
4. Your revenue share payment may be taxable. You should consult your tax advisor or attorney.