

This agreement is made between the above mentioned names (hereinafter referred to singularly or collectively as "LESSEE" or Lessee CoSigner), and \_\_\_\_\_ (hereinafter referred to singularly or collectively as "LESSOR"), for the rental of the property hereinafter described, in consideration of the mutual promises, terms and conditions contained herein:

1. LEASE OF PROPERTY: Lessor does hereby lease to Lessee, on terms and conditions specified herein, the above identified unit (hereinafter referred to as the "PREMISES").
2. TERM OF LEASE: The term of this lease shall commence on \_\_\_\_\_ and shall end \_\_\_\_\_ unless terminated at another herein provided. One this lease expires a lease addendum **MUST** be signed by the Lessee(s). If a lease addendum is not signed and returned to our office, this lease automatically converts to a month-to-month agreement with an increased monthly rent.
3. RENT: (a) Lessee shall pay to Lessor rental of \$ \_\_\_\_\_ per month, with an additional \$ \_\_\_\_\_ for pet *due and payable in advance on the **first** day of each month*, throughout the term of the lease, WITHOUT requiring a statement to pay when billed. (b) Rent shall be paid to Lessor by mail, in person at office: 7700 Stonebridge Golf Dr., Maryville, IL 62062, or through automatic bank payments. If rent is not paid by 5:00 p.m. on the 5th day of each month (regardless of weekends and holidays), a 5% (of monthly rent) late charge plus \$5.00 per day will apply until paid in FULL and will be considered as additional rent. Payment or receipt of a rental payment of less than the amount stated in the rental agreement shall be deemed to be nothing more than a partial payment on that month's account. Under no circumstances shall Lessor's acceptance of a partial payment constitute accord and satisfaction. Nor will Lessor's acceptance of a partial payment forfeit Lessor's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check. Payments will be applied to late charges, daily late fees, and invoices prior to being applied to rent. Please note that late fees are strictly enforced. **Payments can be made payable to \_\_\_\_\_**. In the event rent is tendered by check which is, for any reason, dishonored by the maker's financial institution, Lessee shall pay to lessor \$25.00 as reimbursement to Lessor for administrative expenses in processing such dishonored check. If Lessee's rent check is returned dishonored by maker's financial institution on more than one occasion, or if the Lessee has been served with a 5-day notice for non-payment, Lessor reserves the right to request payments for rent, late charges, invoices, or any other payments made in regards to occupancy be paid by money order or cashiers check. Lessee shall pay all future rent in by cashier's check or money order. Three (3) 5- day rent demand notices will result in a rent increase of a minimum of \$50 per month to cover additional collection costs. Lessee understands that the Lessor may report various Lessee and credit information to national tenant and credit reporting bureaus including but not limited to Experian, TransUnion, Equifax, and the National Tenant Rating Bureau. (d) Rent shall be prorated in the event occupancy shall commence on other than the first day of the month.
4. SECURITY DEPOSIT: On execution of this lease, Lessee has deposited with Lessor \$ \_\_\_\_\_ with an additional \$ \_\_\_\_\_ deposit for pet, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee on the full and faithful performance by Lessee of the provisions herein. Security deposit shall not be deemed or construed as advance payment of rent for any month of the lease term. Any refund from deposit shall be itemized and due to Lessee within 30 days after termination of this lease and vacation of premises. **Security Deposit is not refunded until unit is vacated by all Lessees.**
5. OCCUPANTS: The premises shall be occupied by the person(s) identifies as "Lessee" and the following named persons, all of whom shall be deemed occupants and subject to the terms and provisions of the agreement: \_\_\_\_\_. No other persons, regardless of age, shall occupy the premises except as guests. Guests may not occupy the premises in excess of fourteen (14) days during any twelve calendar month period, nor may more than two (2) guests occupy the premises at any one time, without the prior written authorization of Lessor.
6. RENTAL APPLICATION: Lessee's application to rent is specifically incorporated herein and made a part hereof. If the application shall contain any material misrepresentation, Lessor may, in addition to all other remedies, treat such misrepresentation as a default hereunder and terminate all rights of Lessee hereunder.
7. USE OF PREMISES: The premises shall be used and occupied by Lessee exclusively as a private single family residence, and no part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, including but not limited to child care, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of Premises, inside and outside, and the sidewalks connected thereto, during the term of this lease.
8. RECREATIONAL APPARATUS: Including basketball goals, portable swimming pools, play-ground equipment or similar devices must be stored inside garage or unit at the end of each day. It will not be permitted to remain outside overnight.
9. QUIET ENJOYMENT: Lessee shall peacefully and quietly have, hold, and enjoy the Premises for the agreed term. Loud and/or large parties are not allowed. Lessees are not to permit any unreasonably loud noises which would cause annoyance or discomfort to other Lessees. Lessor/Lessor Representatives will not tolerate loud parties, abusive language, profane language, or any other offensive conduct aimed at other Lessees, the maintenance personnel, or Lessor and its representatives. No loud playing of music or tv's. If not followed, you will be asked to look elsewhere and/or be evicted. Lessee shall be responsible at all times for the conduct of his/her guest and invitees while they are on the Premises.
10. POLICE: If police are called to the unit, due to misconduct by you, the Lessees, or any guests of yours, this is grounds for eviction.
11. RULES AND REGULATIONS: Lessee agrees to abide by any and all rules and regulations now or hereafter established by Lessor with respect to the occupancy of the Premises. Lessor agrees to provide Lessee with any such rules at least ten (10) days in advance of the enforcement thereof.
12. CONDITION OF PREMISES: Lessee has received a Unit Inspection Form, to be filled out by Lessee and turned back into main office within 5 days of move in. If Lessee does not return the form, the Lessee will be held responsible for any damages in unit.
13. ALTERATIONS AND IMPROVEMENTS: Lessee shall make no alterations to the buildings on the Premises or construct and building or make other improvements on the Premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the Premises by Lessee, with the exception of fixtures removable without damage to the Premises and moveable personal property, shall unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the Premises at the expiration date or earlier termination of this lease. If Lessor has to return to the property due to failure to gain entry, lessee will be charged a \$75.00 fee (fee subject to change without notification from Lessor/Lessor's representative).
14. LESSEE'S RESPONSIBILITIES: (a) Properly dispose of all garbage, rubbish and other organic or flammable waste. No trash, bottles, tires, etc. shall be placed or stored on outside of the property. Lessee shall provide an approved covered container if a dumpster is not provided. (b) Properly use the appliances, electrical,

heating, and plumbing systems. (c) Do not destroy, deface, or damage the Premises. (d) Do not affix posters, pictures, mirrors, etc. on walls with adhesive type materials. Lessee will be charged for excessive nail holes in the walls. (e) Do not place screws or nails in cabinets, doors, or windows. (f) Do not paint, install security systems, or make alterations without written consent of Lessor. If a security system is installed, Lessee must provide the office with a security access code since we do NOT schedule maintenance work or call before coming. If our staff is forced to wait on site for the police to arrive as a result of not having the code, Lessee will be charged \$100.00. (g) Do not have a waterbed without proof of insurance and written consent from Lessor. (h) Do not violate city, county, state, or federal law.

(i) **Do not change locks or install any device to prevent lessor from entering unit.** If Lessor has to return to the property for any work order request due to failure to gain entry, lessee will be charged a \$100.00 fee (fee subject to change without notification from Lessor/Lessor's representative). If Lessor/Lessor's representative is needed to open unit for Lessee for any reason after move in, there will be a \$100.00 fee charged (fee subject to change without notification from Lessor/Lessor's representative). (J) **Lessee is responsible for changing furnace and air conditioner filters during the entire term of the lease.** (k) Lessee will not use stick-on design mats in tubs. Lessor will deduct the costs of labor used to remove the mat and repair the tub from the Lessee's security deposit. (l) Lessees are responsible for paying all plumbing repairs or any other repair expenses caused by their neglect or failure to report a problem, i.e. running toilet resulting in higher than average water bill. There is a \$75.00 (fee subject to change without notification from Lessor/Lessor's representative) service charge if a/c doesn't work due to lack of changing filters.

15. DANGEROUS MATERIALS: Lessee shall not keep on the Premises any item of dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased Premises, or which might be considered hazardous or extra hazardous by any insurance company.

16. UTILITIES: Lessee shall be responsible for arranging for and paying for all utility services required on the Premises, including but not limited to gas, electric, water, sewer, and trash. **Satellite dishes are not allowed.** Lessee shall indemnify the Lessor against any liability or damages on such account. Utilities must be turned on in the Lessee's name on the scheduled day of move in. Report any water leaks immediately. This would include drippy faucets and running toilets. All water bills are the Lessee's responsibility. All excessive water bills due to unreported maintenance issues are NOT the Landlord's responsibility.

17. VEHICLE PARKING AND REPAIR: The unit will have \_\_\_\_\_ vehicle(s). Due to restricted parking at complex, we must strongly enforce a maximum of 2 vehicles per unit.

Any vehicle belonging to Lessee or Lessee's guests or invitees shall be parked only in areas assigned for such purpose. For units that have garages; Residents are required to store their vehicles in the garage and not on the common area parking spaces. Lessee shall keep such location clean of oil drippings and shall not repair any motor vehicle of Lessee, guests, or invitees on the Premises. No parking of any recreational unit on Premises. No boats, campers, trucks, trailers, commercial vehicles, or any other recreational vehicles (other than automobiles) will be permitted to be stored outside the dwelling or garage of any residence. No on-street parking, other than temporary parking to periods of less than six (6) hours allowed for any vehicle, boat, trailer, or other vehicle. Any abandoned, non-operative, or non-licensed vehicle remaining on the premises for more than three (3) days shall be towed away at car owner's expense.

18. SMOKE DETECTORS/CARBON MONOXIDE DETECTORS: Tampering with, removing, destroying, disconnecting, or removing the batteries from any installed smoke detector or carbon monoxide detector is a Class A misdemeanor under Illinois law. The Lessee shall be responsible for the replacement of any required batteries in the smoke and carbon monoxide detectors in the Lessee's dwelling unit. A smoke detector or carbon monoxide detector which does not operate after new batteries have been installed should be reported to the Lessor/Lessor's representative.

19. RESIDENTS TO INSURE POSSESSIONS: Lessor is not an insurer of Lessee's personal property or possessions. Lessee agrees that all of Lessee's personal property in the unit or elsewhere is there at the risk of the Lessee only and that Lessee will carry such insurance therefore as Lessee deems necessary. Due to insurance purposes, Lessee is not allowed to have bar-b-que grills, fire pits, tiki torches, or candles on the deck. No items should be placed around the furnace in the furnace room.

20. WAIVER OF DAMAGE: Lessee hereby expressly releases Lessor from any and all liability for loss or damage of Lessee, or to any property of Lessee, caused by water leakage, breaking of pipes, theft, vandalism, natural disaster, or any other cause beyond the reasonable control of Lessor.

21. HOLD HARMLESS CLAUSE: Lessee shall indemnify and hold Lessor free and harmless from any and all liability, claims, loss, damage, or expenses, including attorney's fees and costs, arising by reason of any death, injury or property damage sustained by any person, including Lessee or any guest or invitee of Lessee, where such death, injury or property damage is caused or allegedly caused by any negligent or intentional act of Lessee or any guest or invitee of Lessee, or by Lessee's failure to perform any covenant, term, condition or act required by this agreement.

22. RIGHT OF ENTRY: Lessor reserves the right to enter the Premises and to authorize such entry by any agent or employee of the Lessor, for the purpose of repair, maintenance, or inspection of the Premises or to exhibit the Premises to prospective purchasers or lease holders. Such entry shall be made only at reasonable times, provided that Lessor or any duly authorized agent of Lessor may enter without prior notice in an emergency or the event of surrender or abandonment of the Premises by Lessee.

23. DISPLAY OF SIGNS BY LESSOR: Lessor may display the usual "FOR SALE", "FOR RENT" or "VACANCY" signs on the Premises.

24. NOTICES: All notices or communications to Lessee required or permitted by this agreement during the term thereof shall be deemed duly served by posting to the Lessee at the address of these leased Premises. Notices to the Lessor shall be sent to 7700 Stonebridge Golf Dr, Maryville, IL 62062. After termination of this lease, notices or communications to Lessee may be personally delivered thereto or mailed, first class, postage prepaid to the emergency contact address provided by Lessee at the commencement of this lease.

25. ASSIGNMENT AND SUBLETTING: Lessee shall not assign this lease or sublet or grant any license to use the Premises or any part thereof.

26. SUBORDINATION OF LEASE: This lease and Lessee's interest hereunder are and shall be subordinate to any liens or encumbrances now or hereafter placed on the Premises by Lessor, all advances made under any such liens or encumbrances, the interest payable to any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

27. SEVERABILITY: In the event any part of this agreement is construed or declared unenforceable, the remainder shall continue in full force and effect as though the unenforceable portion or portions were not included herein.

28. **BINDING EFFECT:** 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.

29. **NOTICE OF INTENT TO VACATE:** Lessee agrees to provide Lessor with no less than thirty (30) days notice of intent to vacate the Premises at the end of the lease term. If Lessee does not vacate at that time, Lessee agrees to elect one of the following options: (a) Sign a new lease at an agreed rate and term. (b) Retain possession on a month-to-month basis with a monthly rental increase. All notices must be in writing or emailed and sent to the address provided herein. Any notices received less than thirty (30) days prior to expiration of the lease term will be honored at thirty (30) days from the date of receipt and rent will be charged for the entire thirty (30) days. At the end of the thirty (30) days for which notices was given, anyone who has not vacated will be charged seventy-five dollars (\$75.00) per day for so long as they holdover. The seventy-five dollar (\$75.00) charge will remain in effect until the Premises are vacated or a new lease agreement executed.

30. **TERMINATION PROCEDURE:** Upon termination of tenancy, Lessee shall: (a) Completely vacate the Premises, including any storage or other areas which the Lessee may be occupying. (b) Deliver all keys, remotes and all personal property furnished to Lessee during the term of the agreement to Lessor in good, clean, and sanitary condition. (c) Leave Lessee's forwarding address with the Lessor to make such security deposit notification, accounting and/or refund as may be required by law. (d) Return the Premises to Lessor in as good order, condition, and repair as when received, and free of all of Lessee's personal property, trash, and debris. (e) Have carpets professionally steam cleaned. (f) Any personal property not removed by Lessee upon termination of this lease may be discarded, sold, or otherwise disposed of by Lessor in its sole discretion without notice to Lessee, and by execution of this agreement, Lessee hereby waives and releases all claims against Lessor arising therefrom.

31. **SURRENDER OF PREMISES:** At the expiration of the lease term Lessee shall surrender the Premises in the same condition as when first occupied. Lessee will be charged for repainting required by the presence of any foreign material but not limited to markers, crayons, soda, dirt, and stains. Unit must be in the same clean condition, including all appliances and fixtures and behind and under all appliances or a minimum charge of \$100.00 will be charged to Lessee. Any damage done to unit by Lessee or guests of Lessee will be charged accordingly.

32. **EARLY TERMINATION OF LEASE:** The Lessee agrees to pay rent for the full term of this lease. The only agreed cause for early termination of the lease by the Lessee shall be relocation of more than seventy-five (75) miles required by the Lessee's current employer. The Lessee agrees to provide thirty (30) days written notice thereof, and written proof of required relocation by the Lessee's place of employment. Upon receipt of said proof, and return of Premises in good condition and abiding by terms stated in item thirty (30), Lessor agrees to waive the remainder of the lease, provided the Lessee has no outstanding balance. **IN ANY CASE THE LESSEE'S SECURITY DEPOSIT IS FORFEITED!**

33. **DEFAULT:** If Lessee fails to comply with any of the material provisions of this lease, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Lessor, or materially fails to comply with any duties imposed by law, within seven (7) days after service of written notice by Lessor specifying the noncompliance and indicating the intention of Lessor to terminate the lease by reason thereof, Lessor may terminate the lease. If Lessee fails to pay rent when due and the default continues for five (5) days after delivery of written demand by Lessor for payment of the rent or possession of the Premises, Lessor may terminate the lease. **LESSEE HEREBY AGREES TO PAY LESSOR ALL LESSOR'S COSTS, EXPENSES AND ATTORNEYS FEES IN AND FOR THE ENFORCEMENT OF THE COVENANTS AND AGREEMENTS OF THE LEASE.**

34. **ABANDONMENT:** If at any time during the term of this lease Lessee abandons the Premises or any part thereof, Lessor may at its option obtain possession of the Premises without becoming liable to Lessee for damages or for any payment of any kind whatsoever. Lessor may, at its discretion, relet the Premises, or any part thereof, for the whole or any part of the unexpired term, and may receive and collect all rent payable by virtue of such leasing, and at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such leasing. If Lessor's right of re-entry is exercised following abandonment of the Premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

35. **JOINT AND SEVERAL OBLIGATION:** It is expressly understood that this agreement is between Lessor and each signatory individually, jointly and severally. In the event of default by any one signatory, each and every remaining signatory shall be responsible for timely payment of rent and for complying with the terms and provisions of the agreement, regardless of whether a signatory has vacated possession of the Premises.

36. **PETS:** As used herein, the term "Pet" shall mean a domesticated dog or cat and shall not be construed to mean any exotic animal, the possession, maintaining or harboring of which would be illegal under any municipal, county, state, or federal law, or which would require a permit therefor. (a) Lessee shall at all times prevent the Pet from creating a nuisance or disturbance to other Lessees and the public, whether by noise, odor, or any other cause or reason, and shall not permit the Pet to act in such fashion as to violate Paragraph 9 of the lease. (b) At all times when the Pet is outside the Premises, it shall be under physical restraint by leash, and under the immediate supervision and responsibility of Lessee. Pets are not allowed to be left outside restrained by a lead. (c) Lessee shall be solely responsible to third parties, including Lessor's representatives and contractors, for any damage to property and injury or death caused by the Pet. (d) Lessee further agrees to indemnify and hold harmless Lessor from any claims, demands, damages, suits, judgments, costs, expenses, and reasonable attorney's fees (collectively, "Claims") made against or incurred by Lessor, arising out of Claims by third parties, including Lessor's representatives and contractors, resulting or alleged to have resulted from the actions of the Pet, the acts or omissions of Lessee's or Lessee's guests or invitees related to the Pet, or the breach of any covenant, term or condition of the lease or this addendum. (e) Lessee agrees to only allow one pet with a maximum fully grown weight of twenty-five (25) pounds. (f) **NOT ALL PROPERTIES ALLOW PETS.** (g) The attached pet addendum is hereby made part of this lease.

37. **PEST CONTROL:** Lessee is responsible for pest control for their unit. Lessor is responsible for termite control.

38. **SNOW REMOVAL:** Lessee is responsible for removing snow and ice from all stairs and walkways.

39. **MODIFICATION:** This agreement may be modified only by a written agreement signed by both Lessor and Lessee, and any attempted oral modification of this agreement, whether real or purported, shall be of no force or effect.

40. **CRIME FREE AREA:** Resident, any member(s) of the resident's household, a guest, or any other person affiliated with the resident, at or near the resident Premises: 1. Shall not engage in criminal activity, including drug-related criminal activity, on or near the said Premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in the Controlled Substance Act). 2. Shall not engage in any act intended to facilitate criminal activity. 3. Will not permit the dwelling unit to be used for or to facilitate criminal activity. 4. Shall not engage in any illegal activity, including but not limited to prostitution, criminal street gang activity, threatening or intimidating, assault, unlawful

discharge of a weapon on or near the dwelling unit Premises or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage. 5. Shall not engage in unlawful manufacturing, selling, using, storing, keeping, or giving of an illegal or controlled substance at any locations, whether on or near dwelling unit Premises. 6. Criminal activity as defined by Illinois Criminal Statute and the City Ordinance of the town where Premises is located. 7. Violation of the above provisions shall be a material and irreparable violation of the lease and good cause for immediate termination of tenancy. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence. 8. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern. 9. This lease addendum is incorporated into the lease executed or renewed this day between Lessor/Owner and Lessee/Tenant.

### **ADDITIONAL AGREEMENTS AND COVENANTS**

**1. ALL RENTS ARE DUE AND PAYABLE ON THE FIRST DAY OF EACH MONTH. A LATE PAYMENT FEE OF 5% (OF THE MONTHLY RENT AMOUNT) AND \$5.00 PER DAY UNTIL PAID IN FULL WILL BE APPLIED.**

**2. THERE WILL BE A \$25.00 CHARGE ON ANY AND ALL RETURNED (N.S.F.) CHECKS.**

**3. THE LESSEE DOES COVENANT AND AGREE WITH THE LESSOR AS FOLLOWS:**

**TO PAY AS RENT FOR THE PREMISES THE ANNUAL SUM OF \$\_\_\_\_\_ PAYABLE IN MONTHLY INSTALLMENTS OF \$\_\_\_\_\_ FOR UNIT AT \_\_\_\_\_.**

### **THIS IS A BINDING LEGAL DOCUMENT, READ CAREFULLY BEFORE SIGNING.**

By signing this agreement, I have read the rules and agree to abide by said rules. All current and previously signed addendums are hereby made part of this lease. **ALL** Lessees have to agree **in writing** to exit the Premises together or authorize one or the other to be released from this rental agreement. In order for one Lessee to be released from this unit, the income from the remaining Lessee must comply with our Rental Policies and Guidelines. Security deposit is not refunded until unit is vacated by all Lessees.