

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement made and entered into the _____ day of _____, 20____, by and between Lotz Property Management, 119 N. Campbell, Macomb, Il 61455, hereinafter "Landlord", and _____, Hereinafter "Tenant"

WITNESSETH

WHEREAS, Landlord is the owner of certain real estate being located at a common address generally known as _____, McDonough County, Macomb Il, 61455 (Demised Premises), and ;

WHEREAS, Tenant desires to lease the Demised Premises from the Landlord for residential purposes only, upon the following conditions and terms.

NOW THEREFORE, in consideration of the mutual covenants, payments and condition heretofore and thereafter set out, Landlord does hereby lease said Demised Premises to Tenant upon the following conditions and terms:

1. **TERM:** The term of the Lease shall be for _____ from _____, 20____, until _____, 20____. At which time this will result in automatic termination of the lease and automatic surrender of the premises by the tenant.

2. **RENT :** The rent for said Lease shall be \$ _____/ month, payable in advance of the date of the Lease and thereafter on the first day of each month following inception of this lease so long as the Lease shall remain in force and effect. 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 proceeding the first day of the month. A late charge of 10% of the monthly rent amount will be added if rent is not postmarked and received by the 1st day of the month. If rent and late fees are not received by the third (3rd) day of the month by 5 P.M. or a five-day notice will go out to start eviction proceedings. **Each tenant herein listed, shall be jointly and severally liable for all rental payments due under this lease.**

3. **Possession:** Tenant shall be entitled to the possession of the demised Premises on the _____ day of _____, 20____.

4. **Indemnification Deposit:** Landlord requires the receipt of \$ _____, as a deposit to indemnify damages to the property and for resident's fulfillment of the conditions of this agreement. Deposit may be returned to Resident less cleaning charges, 30 days after the date of lease expiration if,

- a) Lease term has expired and all keys must be returned to the office
- b) All monies due Management by Resident has been paid: and
- c) Residence is not damaged and is left in original condition, normal wear and tear expected, and
- d) Management is in receipt of copy paid final bills on all utilities (includes gas, electric, water, garbage, and telephone).
- e) Deposit **will not be returned** if resident's leave before lease time is completed. Deposit may be applied by Management to satisfy all or part of resident's obligations and such act shall not prevent Management from claiming damages in excess of the deposit. **Residents cannot apply the deposit to any of the rent payment.**

5. **Uses:** The parties agree that the Demised Premises hereby leased shall be used by the Tenant during the term of this lease solely for residential purposes only.

6. **Occupant:** A maximum of __persons shall be permitted to occupy the premises under this lease. In the event additional persons are permitted by Landlord in writing, tenant shall pay as rent for each such person an additional amount per month as determined by Landlord.

7. Access to Premises: Landlord shall have free access to the Demised Premises, including any building or structure that may be at any time thereon, at all reasonable times for the purpose of examining or inspecting the conditions thereof, in order to exercise any right or power reserved to Landlord under terms of this lease agreement. During the term of this lease, tenant shall permit inspection of the Demised Premises by Landlord or his representatives, with or on behalf of a perspective tenant of the premises.

8. Tenant's Covenants: Tenant agrees to do the following:

A.) Maintain the premises in good condition and deliver same at the termination of this lease to the Landlord in as good of condition as the same were delivered to the tenant, ordinary wear and tear expected.

B.) Tenant shall not allow any house or outdoor pets upon the premises without prior permission for Landlord and paying of Pet Deposit.

C.) Tenant may not sublease or rent this premises to any other person without the express written consent of Landlord.

D.) Tenant shall pay any and all water, telephone, electricity, natural gas, cable TV, and other such bills associated with Tenants use and possession of the premises. Tenant shall be responsible for the aforementioned bills for the complete duration of this lease agreement. Tenant shall also hold Landlord harmless against any required deposits by utility companies for the hookups for the Tenants service.

E.) Tenant shall maintain quiet and peaceful possession of the premises and there shall be no loud or obnoxious or offensive conduct on the premises which is irritating to or disruptive of any neighbor's quiet enjoyment of the premises.

F.) Tenants shall do no acts to the premises, which would cause any plumbing system on the premises to become nonfunctional or damaged, including pipes freezing from no heat. In the event such shall occur, Tenant shall be responsible for the cost of repairs.

G.) Tenant shall maintain, in the event Tenant shall so desire renters insurance on personal property located on said premises during the term of this lease and Landlord shall have no obligation or provide such insurance coverage. Landlord shall have no liability for loss, damaged or destruction thereto on renter's property.

H.) Tenants shall pay for any and all damages done to said premises including but not limited to any and all glass breakage, damage to screens, storm windows, interior and exterior doors, walls any and all structural damage, caused by tenants.

I.) Tenant shall report all damages to the Landlord on the next working day following the damage. Tenant understands and agrees that any person causing damage to property will result in an investigation. If investigation determines that damage was caused by the Tenant or Tenant Abuser, Landlord will have the right to immediately terminate this Lease agreement and Tenant occupancy.

J.) Tenants understand and agree that a violation of this agreement, including but not limited to Exhibit B, may result in termination of the Tenants occupancy.

K.) Tenant gives permission for inspection of the Demised Premises with or without; at any time Landlord feels it is necessary.

L.) Tenant agrees to comply with all laws of the State of Illinois and all of the ordinances of the city of Macomb, Illinois applicable to the leasing and occupancy of the demised premises.

9. Landlord Covenants: Landlord agrees to do the following:

A.) Landlord shall regularly pay the real estate taxes as the same become due and owing.

B.) Landlord may, at Landlord's option, maintain insurance on the structure, but SHALL NOT is required to maintain any kind of renters insurance for Tenants personal property.

C.) Landlord shall defend Tenant's right to a quiet and peaceful possession, use and enjoyment of the Premises against any persons claiming better title or the right to use or occupy any part or all of the premises.

10. Default: In the event Tenant shall fail to observe the covenants and conditions herein, then the Landlord upon 5 days notice demand and receive possession of the premises from the Tenant. In the event that the 5 day does not result in a full monthly term hereunder, Landlord shall refund to Tenant or Tenant shall pay Landlord, as the case may be, on a per diem basis, the amount of the monthly rent divided by the number of days in the month in question. However Landlord has the right to retain and apply a refund to any past due rent deficiency amount owed to the Landlord. In the event the Tenant shall fail to promptly & peacefully deliver possession of the premises in accordance with terms and conditions of the paragraph, and in the event it is necessary for the landlord to consult with an attorney to file or maintain a legal action to obtain possession of this lease, then and in that event, Tenant agrees to reimburse Landlord reasonable attorney fees and costs expended by the Landlord in the prosecution of any such action to retain possession of the Demised Premises herein or to force compliance with terms and conditions of this lease agreement. Tenant waives any right to a jury trial under the laws of the State of Illinois. Tenant acknowledges that he knows that he had this right and that he voluntarily and willingly waived same as a part of the consideration of living the premises without monthly rental payments.

11. Waiver: The waiver or extension of any of the provisions of this lease by the Landlord, at any time and on or more occasions shall not be deemed a subsequent waiver of said provision in the event the Landlord shall desire to enforce the same.

12. Alterations: Tenants shall make no structural changes of any kind, or any alterations. Immediately prior to the vacation of the Demised Premises, Tenant shall refill any and all nail holes in any wall or woodwork in the Demised Premises so that the same are ready for repainting by the Landlord.

13. Mechanic's Liens Tenants shall not allow for a mechanic lien to attach to Landlords Demised Premises and shall have no authority on the landlords behalf or otherwise, to order any repairs or improvements without Landlords written consent therefore. Any mechanic, material man or artisan dealing with the tenant is given notice of the Tenant lack or authority pursuant to this paragraph.

14. Payments by Landlord: Any and all payments incurred by the landlord for damages created by the tenant, Tenant shall immediately reimburse Landlord upon written or verbal request for such reimbursement and Tenants failure to immediately reimburse Landlord for such expense, Tenant shall be deemed in default hereunder and this Lease may be terminated.

15. Amendment: This Residential lease agreement may only be amended by parties upon their mutual consent by a written agreement to that effect. Oral modifications shall not be deemed valid in any way.

16. Miscellaneous: The following miscellaneous provisions shall also apply to and be a part of this Lease Agreement.

A.) This agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

B.) This agreement contains the complete agreement of the parties and there are no other agreements between parties, whether oral or written, which have not been incorporated into and made a part hereof.

C.) Neither party may record this Lease in a public place, nor disclose the contents of this lease to others without written consent of the other.

17. Notice: The giving of any notice to the Landlord shall be to the address herein above set out or to such other address as the Landlord may advise the tenant in writing. The giving if the notice to Tenant shall be on the Demised Premises, either placement on door or mail box.

18. Applicable Law: This Residential Lease Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. If any provision of this Lease or the application thereof to the Landlord, Tenant or any other person or circumstance shall be deemed invalid or unenforceable, then the Remainder of this Lease shall not be affected and each provision of this lease shall remain valid and enforceable as to the parties to the fullest extent allowed.

19. Habitable Condition: Tenant acknowledges that Tenant has received possession of the Demised Premises and that the Demised Premises is in a habitual condition in all respects and in a good state or repair, except as noted in exhibit A, which is attached hereto. Tenant accepts the Demised Premises exception and acknowledges that the same is habitable in all respects.

WITNESS the hands and seal of the parties hereto on the day and year first above written.

PROPERTY ADDRESS:

LANDLORD:

TENANTS:

DATED: _____
