

Unheated ☐  
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# ILLINOIS RESIDENCE LEASE

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DATE OF LEASE	TERM OF LEASE		MONTHLY RENT	SECURITY DEPOSIT
	BEGINNING	ENDING		

<b>LESSEE(S):</b> _____ _____ _____	<b>LESSOR:</b> _____ _____ _____
<input type="checkbox"/> APT. NO.: _____ <input type="checkbox"/> SINGLE FAMILY <b>ADDRESS OF PREMISES:</b> _____ <b>CITY:</b> _____ <b>STATE:</b> ILLINOIS <b>ZIP:</b> _____ <input type="checkbox"/> Building is owner occupied and has less than six rental units in City of Chicago	<b>ADDRESS:</b> _____ <b>CITY:</b> _____ <b>STATE:</b> _____ <b>ZIP:</b> _____

In consideration of the mutual agreements and covenants stated herein, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for a private residence, the Premises designated above, together with the fixtures and appliances stipulated herein, for the above Term. ***THIS LEASE IS INTENDED TO BE AN ENFORCEABLE REAL ESTATE CONTRACT***

## ADDITIONAL COVENANTS AND AGREEMENTS:

The following are attached hereto and incorporated herein:

- |   |   |
|---|---|
| <input type="checkbox"/> Lead Paint Pamphlet entitled, "Protect Your Family From Lead In Your Home" | <input type="checkbox"/> Parking License Agreement                                |
| <input type="checkbox"/> Move-In/Move-Out Checklist   | <input type="checkbox"/> Condominium or Housing Association Rules and Regulations |
| <input type="checkbox"/> Multiple Lessee Security Deposit Addendum                                  | <input type="checkbox"/> Guaranty Addendum  |
| <input type="checkbox"/> Pet Rider  | <input type="checkbox"/> CHAC/HAP Contract  |
| <input type="checkbox"/> Swimming Pool Addendum   | <input type="checkbox"/> Bed Bug Pamphlet   |
| <input type="checkbox"/> Fitness/Recreation Center Addendum   | <input type="checkbox"/>  |

LESSEE:

LESSOR:

LESSEE:

By:

LESSEE:

LESSEE

# ILLINOIS RESIDENCE LEASE

## LEASE COVENANTS AND AGREEMENTS

**1. RENT:** Lessee shall pay to the Lessor or Lessor's agent the monthly rent set forth above on or before the first (1<sup>st</sup>) day of each and every month in advance at Lessor's address stated above or such other address as Lessor may designate in writing. Rents shall be made payable by:  
☐ check ☐ cash ☐ money order ☐ direct deposit ☐ online payment to the above-named Lessor to be received by Lessor on or before the due date at Lessor's address stipulated herein, or by any other method of payment provided by thirty days' advance written notice to Lessee by Lessor. The time of each and every payment of rent is of the essence of the Lease and the obligation to pay rent is an independent covenant and cannot be deducted or set off. All Lessees are individually and jointly liable for the full monthly rent payment.

**2. LATE CHARGES:** The monthly rent shall be increased \$ \_\_\_\_\_ as a late charge if paid after the fifth (5th) day of the month. Rent shall be considered paid, if mailed, on the date of receipt by Lessor.

**3. NSF/DISHONOR:** An additional rent payment of \$ \_\_\_\_\_ shall become due and payable to Lessor from Lessee for every check or rent tender returned uncollected or unable to be negotiated by Lessor, in addition to the late charge, and Lessor shall have no obligation to re-deposit a returned check. After the first returned check, all future rent payments must be paid by certified funds (cash, money order or cashier's check) and no personal checks shall be accepted thereafter.

**4. ADDITIONAL RENT AND ALLOCATION OF PAYMENTS:** Any and all charges or fees required to be paid by Lessee under the terms of this lease, over and above the base rental, shall be deemed to be additional rent payments. All payments received shall be allocated first to unpaid bank charges for dishonored checks, then to unpaid late charges, then to unpaid additional rent payments, if any, and then to unpaid rent. To the extent allowed by prevailing law, any court costs or legal fees incurred by Lessor and required to enforce the terms of the Lease or tenancy, shall be considered to be additional rent payments.

**5. SECURITY DEPOSIT:** If Lessee has deposited with Lessor the security deposit as set forth above, such deposit shall be retained by Lessor to ensure that Lessee shall fully perform each and every term and obligation provided in this Lease. If Lessee fully performs each and every obligation as provided in this lease and pays all sums due to Lessor, then Lessor, after the Lessee has surrendered possession of the Premises and has delivered the keys thereto, shall refund said deposit to Lessee as required by prevailing law. Accrued interest, if any, shall be refunded or credited pursuant to prevailing law. Should Lessee fail to perform or comply with any of the provisions in this Lease, then Lessor shall deduct any unpaid rent, additional rent, repair costs for damages above normal wear and tear and other deductions from the security deposit as provided by law. The security deposit shall not be treated as an advance payment of rent, and Lessee may not apply the security deposit as rent..

**6. APPLICATION:** The Lessee's application and all the representations contained therein are incorporated as a part of this Lease. By execution of this agreement, Lessee warrants that all the information contained in the application is true, and that if any of said information is found to be false, it shall be considered a material breach of the lease and grounds for termination.

**7. LEGAL RESIDENTS:** Lessee acknowledges that the following named individuals, including minor children, are the only legal residents of the Premises. Any other individuals found to be occupying the Premises throughout the entire term of this lease, are hereby acknowledged by Lessee to be civil trespassers and not a legal party to any eviction action initiated by Lessor, and Lessee agrees that the Lessor and Sheriff of the governing County are hereby released from any and all liability in the forcible eviction of all occupants of the Premises under an order for possession entered by any court of appropriate jurisdiction against named Lessee(s) herein:

NAME AND DATE OF BIRTH


NAME AND DATE OF BIRTH


**8. ANIMALS/PETS:** NO dogs, cats or other animals, except legally certified service or assistance animals as construed under the Fair Housing Act or any other governing law, shall be kept or allowed in the Premises unless Lessor consents in writing and, should Lessor so consent, Lessee shall be subject to the conditions set forth in an executed Pet Rider, which shall be attached hereto and incorporated herein.

☐ PET RIDER ATTACHED ☐ NO PET RIDER ATTACHED

**9. GUESTS:** Any guest of Lessee who is in the Premises longer than one (1) period of ten (10) consecutive days during the lease term shall be considered a civil trespasser and illegal occupant and such trespass shall constitute a breach of this lease, unless Lessee obtains the written consent of Lessor to allow the guest to remain on the Premises longer than ten consecutive days.

**10. CONDITION OF THE PREMISES/MOVE-IN CHECKLIST:** Lessee has examined the Premises prior to or at move-in and prior to the execution of this Lease, and Lessee is satisfied with the physical condition thereof, including but not limited to the heating (if included in the rent), plumbing and smoke and safety detectors and Lessee's taking possession of the Premises or renewal of this lease upon its expiration shall be conclusive evidence of Lessee's receipt of the Premises in good order and repair. No promises as to condition or repair and no promises to

Lessee(s) initials: \_\_\_\_\_

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decorate, repair or modify the Premises, which are not contained herein, have been made by Lessor or his agent. Should Lessee and Lessor inspect the Premises and complete a move-in checklist prior to or at possession of the Premises, that checklist shall be attached and made a part of the Lease. The inspection and signature on the checklist of one Lessee shall be binding on all Lessees.

**11. MOVING REQUIREMENTS/POSSESSION:** All moving into and out from the Premises must be through the rear Building entrance, or any other entrance designated by Lessor, and in accordance with management regulations. Lessee shall protect all entrances, doorframes, walls and Building property from being damaged during the moving procedure and shall notify the Building manager of any damage incurred as a result of Lessee's move. The cost for repairs to such damage shall be charged to Lessee as additional rent and shall become due with the rent due date following Lessor's invoice to Lessee. Lessee must notify Lessor of moving dates. Should Lessor be unable to give Lessee possession of the Premises on the date fixed for commencement of the term, this Lease shall remain in full force and effect, and Lessor shall not be liable except that the rent shall be abated until such time as the Premises shall be available for Lessee's occupancy. Should Lessor allow Lessee to take possession of the Premises prior to the Commencement Date of the Lease, Lessee shall pay Lessor the pro-rated rent due from the date of move-in to the Commencement Date and Lessee agrees and acknowledges that the Commencement Date of the Lease shall become the move-in date and all terms and conditions of the within Lease shall become effective the date of move-in.

**MOVE-OUT:** Should Lessee fail to vacate the Premises as required on the termination date of the Lease, in addition to the holdover damages incurred pursuant to the Lease, Lessee shall be liable for all costs and liability incurred by Lessor caused by Lessor's inability to turn over possession of the Premises to a new tenant as a result of Lessee's failure to vacate the Premises timely. Within forty five (45) days prior to move-out, Lessee agrees to allow Lessor access, seven days a week between 9:00 A.M. and 8:00 P.M., to show the Premises to prospective tenants and Lessee shall ensure the Premises shall be clean and in good condition for showing to prospective tenants. Lessor shall attempt to notify Lessee of showings as far in advance as possible and will make every effort to comply with the preferred schedule of Lessee. Lessee is responsible for leaving the Premises and appliances cleaned and in move-in condition, less normal wear and tear, including but not limited to: having carpets professionally cleaned, thoroughly cleaning the interior and exterior of all appliances, removing all wall coverings, pictures and nails, spackling all holes in the walls and painting those walls with holes, replacing or repairing any floor tiles or refinishing any wood floors damaged by Lessee, and removing all personal property, debris and waste from the Premises to be hauled away or disposed of in Building waste containers. Any cleaning, debris removal and maintenance costs incurred by the Lessor after Lessee's move out shall be charged to Lessee as an additional rent payment at either \$50.00 per man hour for Building employees, or at the cost of contractors employed by Lessor, plus the cost of materials or repair. Lessee may arrange for a move-out inspection with Lessor. It is the responsibility of Lessee to provide a forwarding address to the Post Office after move-out, as Lessor shall not be responsible for holding or forwarding mail. In addition to statutory deductions for damage above normal wear and tear, the following shall be considered **additional rent payments** due and payable to Lessor:

Per lock charge for keys not returned to Lessor:	\$ 25.00+
Cleaning and debris removal (per man hour) if Premises not cleaned pursuant to the lease:	\$ 50.00/hr or contractor rate
Bank charges incurred by Lessor for NSF checks tendered by Lessee:	\$ 50.00
Replacement cost for any missing smoke and/or carbon monoxide detector:	\$ 50.00 each
Replacement cost for missing garage remote controls:	\$100.00 each

**12. NOTIFICATION OF EMPLOYMENT:** It is a condition of the Lease that Lessee shall notify Lessor of any change in Lessee's employment regarding the name and/or address of Lessee's employer. Such notice shall be in writing and must be received by Lessor within ten (10) days of such change in employment. Failure by Lessee to provide such notice to Lessor shall constitute a breach of the lease and, wherever Lessee shall fail to provide Lessor with such notice, Lessee shall, to the extent allowed by applicable law, indemnify and hold Lessor harmless of any due diligence requirement to serve legal process on Lessee at Lessee's place of employment.

**13. NOTIFICATION OF EMERGENCY CONTACT/E-MAIL:** Lessee shall provide Lessor with an e-mail address for Lessee at the execution of the Lease and shall keep such information updated throughout the term of the Lease. Lessee shall provide to Lessor a minimum of two (2) local emergency contact names, addresses and telephone numbers and shall notify Lessor, in writing, within thirty (30) days of any change in emergency contact information. Failure by Lessee to provide such notice to Lessor shall constitute a breach of the Lease and, wherever Lessee shall fail to provide Lessor with such notice, Lessee shall indemnify and hold Lessor harmless, to the extent allowed by applicable law, of any due diligence requirement to contact or serve legal process on Lessee in care of the emergency contacts.

**14. AUTHORIZATION FOR ELECTRONIC CONTACT:** By execution of this Lease, Lessee consents to allow Lessor and Lessor's agents to contact Lessee by electronic means, including but not limited to e-mail, fax and text messaging.

**15. RENTERS INSURANCE:** Lessor is not an insurer of Lessee's personal property and it is a requirement of this lease and the responsibility of Lessee to obtain renter's insurance covering Lessee's property in the Premises. To the extent allowed by prevailing law, Lessee hereby releases and indemnifies Lessor against any and all claims for damage to personal property of Lessee in the Premises for any reason whatsoever, unless such damage is caused by the willful neglect or willful act of Lessor.

**16. LOCK CHANGE:** Lessor hereby attests that the locks to the entry of the Premises have been changed prior to possession by Lessee.

**17. KEYS/GATES/SECURITY ALARM:** Premise or building keys lost by Lessee may be replaced by Lessor at a cost of \$ \_\_\_\_\_ per key. (If Medeco security or other high-security keys are required, the cost may be greater.) No additional locks, gates, bars, security alarms or other similar devices shall be attached to any door or installed in the Premises and such installation shall constitute a breach of lease without

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Lessor's prior written consent. The installation by Lessee of any metal gates or bars on any doors or windows is strictly prohibited by law and Lessee shall be solely liable and shall pay, as additional rent, for the cost to repair any damage caused by the removal of any illegal installation of such gates or bars. The failure by Lessee to remove any illegal locks, gates or bars, after written notice by Lessor, shall constitute grounds for Lessor to terminate the tenancy for breach of lease and shall result in Lessee being liable for \$100.00 additional rent for each day such illegal locks, gates, bars or other security devices shall not be removed. Should Lessor consent, in writing, to Lessee installing a security alarm system in the Premises, the parties shall execute a separate Security Alarm Addendum and the alarm shall become a permanent fixture of the Building and shall become the property of Lessor upon Lessee's move-out. Lessee has been provided with keys to the following areas, all of which must be returned on move-out:

- |  |   |   |   |                                |
|--|---|---|---|--------------------------------|
| <input type="checkbox"/> Premises Front Door | <input type="checkbox"/> Premises Back Door | <input type="checkbox"/> Building Lobby/Entrance  | <input type="checkbox"/> Exterior Gate  | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Mailbox             | <input type="checkbox"/> Garage Door        | <input type="checkbox"/> Garage Remote Control    | <input type="checkbox"/> Basement       | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Storage             | <input type="checkbox"/> Laundry            | <input type="checkbox"/> Swimming/Recreation Area | <input type="checkbox"/> Fitness Center | <input type="checkbox"/> _____ |

**18. STORAGE/NO LIABILITY:** The following unsecured storage area has been provided by Lessor for use by Lessee only:

- ☐ NO storage provided outside the Premises.
- ☐ Designated Storage Area No. \_\_\_\_\_ located in ☐ Basement ☐ Other Area: \_\_\_\_\_

Lessee's execution of this contract is an acknowledgment that Lessor shall have no liability for the security or safekeeping of any personal property Lessee may store in such areas, that Lessee hereby releases Lessor from any liability therefor, and that Lessee hereby acknowledges that any property so stored is stored at Lessee's own risk. Consent for such storage may be withdrawn at any time by Lessor, without cause, upon a thirty (30)-day notice from Lessor to Lessee to remove Lessee's property from such storage areas. Should Lessee store any toxic or flammable products which are considered by Lessor to be an immediate danger to the Building and residents, Lessor may immediately remove and dispose of such hazardous products from Lessee's storage areas without prior notice and advise Lessee after removal of such items. Any unsecured storage area provided by Lessor must be secured by Lessee, a copy of the key to the storage area shall be provided to Lessor, and Lessor shall have no responsibility to secure such storage area.

**19. PARKING/NO LIABILITY:** Should parking be provided by Lessor, the monthly rental shall include a monthly license for Lessee, only, to park one vehicle in each parking space described below, which license shall be restricted to the registered vehicles and for which a permit or sticker may be required to be displayed [CHECK ONE]:

- ☐ One undesignated parking space in the exterior parking lot assigned to Lessee's Building
- ☐ One designated parking space, No. \_\_\_\_\_ in the exterior parking lot assigned to Lessee's Building
- ☐ Parking garage space for \_\_\_\_\_ vehicle(s). Remote control ☐ WILL ☐ WILL NOT be provided
- ☐ Driveway parking
- ☐ NO PARKING IS PROVIDED

Lessee shall provide to Lessor the make, model, year, color and license plate of the vehicle(s) to be granted parking privileges and shall notify Lessor prior to any change of vehicle. No automobile maintenance shall be allowed in any parking area provided by Lessor and no inoperable vehicles are allowed to be parked for more than thirty (30) days without Lessor's written consent. No flammable or hazardous materials shall be allowed to be stored in any parking space or garage and, to the extent allowed by prevailing law, Lessor shall immediately remove and dispose of any dangerous materials from the parking areas, without prior notice to Lessee. Lessee hereby acknowledges and agrees that it is the sole obligation of Lessee to insure Lessee's vehicles and property, that Lessor has no liability or responsibility whatsoever for the security or safekeeping of any vehicles or property of Lessee placed in any parking area and that, to the extent allowed under prevailing law, Lessee hereby releases Lessor from any liability therefor, and any vehicles or other property placed in the parking areas are done so at Lessee's sole risk. Any breach of the Building parking regulations, whether oral or written, shall constitute a breach of this Lease.

**20. COMMON AREAS/PORCHES:** Common/public areas within the Building, must remain clear of all debris and personal belongings. **The exterior of the Building, including balconies or decks, may not be used for public congress or any parties which include dancing or jumping or any activity which may constitute additional or extraordinary stress on the porch or balcony.** Lessee shall be solely responsible for the complete clean-up of any areas used by Lessee or Lessee's guests. Lessee and guests or visitors to the Premises are expressly prohibited from using any common area of the Building, or area exterior to the Premises, **including but not limited to porches, balconies, stairways, hallways, lobbies and foyers, for any reason other than immediate ingress and egress to the Premises.** The porch or deck of this building is safe only for its intended use. For safety reasons, do not overload the porch or deck. The porch or deck of this building should be designed for a live load of up to 100 pounds per square foot, and is safe only for its intended use. Protect your safety. Do not overload the porch or deck.

**21. APPLIANCES/FIXTURES:** The following appliances and/or fixtures have been provided with the Premises and remain the property of Lessor:

- |   |   |   |  |
|---|---|---|--|
| <input type="checkbox"/> Stove                  | <input type="checkbox"/> Refrigerator     | <input type="checkbox"/> Dishwasher             | <input type="checkbox"/> Window Blinds           |
| <input type="checkbox"/> Ceiling Fans           | <input type="checkbox"/> Ceiling Fixtures | <input type="checkbox"/> Gas Forced Air Furnace | <input type="checkbox"/> Central Air Conditioner |
| <input type="checkbox"/> Window Air Conditioner | <input type="checkbox"/> Hot Water Heater | <input type="checkbox"/> Washer/Dryer           | <input type="checkbox"/> Wall-to-wall Carpeting  |

Lessee(s) initials: \_\_\_\_\_

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☐ \_\_\_\_\_ ☐ \_\_\_\_\_ ☐ \_\_\_\_\_ ☐ \_\_\_\_\_

Lessee hereby acknowledges that Lessee has received such appliances and/or fixtures in good, clean and operating condition and Lessee shall be responsible for proper usage and maintenance thereof, and the repair of any damage to such appliances and/or fixtures caused by Lessee. Such damage shall be repaired timely by Lessee at Lessee's sole cost, or Lessor shall repair or replace the damaged items and shall invoice the cost of such repair and/or replacement to Lessee as an additional rent payment. Lessee shall not misuse any stove, oven or hot water as a source to heat or humidify the Premises, as such misuse constitutes a severe safety hazard for Lessee and Building occupants, and Lessee shall be held solely liable for any damages resulting from such misuse.

**22. LAUNDRY:** Lessor ☐ **HAS** ☐ **HAS NOT** provided washer-dryer laundry facilities in the ☐ **BUILDING** ☐ **BASEMENT** ☐ **PREMISES** for the convenience of Lessee, only. Unless and until advised otherwise, Lessee shall have the right to use any laundry facilities provided. Any usage of these facilities by Lessee must be done in strict compliance with the rules and regulations, whether oral or written, governing the use of such facilities and any breach of the rules and regulations may result in Lessor withdrawing consent for such use by Lessee. Lessee shall remove lint from the dryer after each use and not overload the equipment. Oversized items, such as comforters or rugs, shall not be cleaned in Lessor's equipment, but must be laundered off the Premises. Lessee hereby acknowledges and agrees that Lessor has no liability or responsibility whatsoever, except as otherwise provided by law, for the security or safekeeping of any property placed by Lessee in the laundry equipment, that Lessee hereby releases Lessor from any liability therefor, and that Lessee hereby acknowledges that the use of such laundry equipment is at Lessee's own risk.

**23. UTILITIES:** Lessee is responsible for the provision and direct payment to utility providers of the following utilities for the Premises:

☐ Electricity ☐ Cooking Gas ☐ Gas Heat ☐ Water ☐ Hot Water ☐ Cable/Satellite ☐ Telephone

Any and all utilities for which Lessee is responsible must be placed in Lessee's name within ten (10) days of Lessee's taking possession of the Premises, or Lessee shall be in breach of this Lease and Lessee must provide Lessor with a copy of the first month's billing for each utility for which Lessee shall be liable. Should Lessor be required to become obligated for payment of any utility for which Lessee is liable under the terms of this lease, such payment by Lessor shall become an additional rent payment immediately due and payable by Lessee. Lessor shall be responsible for and provide any utility servicing the Premises for which Lessee shall not be liable, as well as common area electric utilities to the Premises and shall not be liable for any interruption of those services caused by circumstances beyond Lessor's immediate control. Lessor shall furnish the hot water tank to provide water to the Premises. Lessee shall at all times maintain the heat temperature in the Premises at a minimum of 55 degrees and shall be responsible for all damages resulting from the failure to do so.

**24. WASTE DISPOSAL:** Lessor ☐ **SHALL** ☐ **SHALL NOT** provide waste disposal services to the Premises. Lessee shall maintain a covered garbage can in the Premises and shall allow no garbage loose on the floor of the Premises and no garbage or debris anywhere on any exterior porch or deck. All garbage must be wrapped in plastic bags and placed in outside covered disposal containers. Lessee shall cut up all cardboard boxes and dispose of them in recycling disposal containers. Lessee shall place no large items, such as furniture, mattresses, televisions or extra garbage bags by the Building dumpster or in front of the Building and Lessee shall be responsible for hauling away such items for proper disposal. Lessee shall be responsible for the payment of any fines cited against Lessor as a result of Lessee's improper waste disposal and such fines shall be charged as additional rent to Lessee.

**25. DETECTORS:** Smoke detectors and carbon monoxide detectors with batteries and in good working order have been provided in the Premises and Building as required by law for the safety of Lessee and Building occupants and are not in any way to be removed or tampered with. Lessee shall be solely responsible for the replacement of missing detectors. Lessee agrees to maintain working batteries in all detectors and to immediately report any malfunctioning detector to Lessor. To the extent allowed by prevailing law, Lessee shall be held liable for any and all damages to the Building or occupants caused by Lessee's failure to maintain or promptly report malfunctioning detectors to Lessor. **Lessee has tested the detectors and found them to be in working order or has notified Lessor, in writing, within 24 hours after the execution date of the Lease, of any problem with the detectors.** Lessee: \_\_\_\_\_

**26. LESSEE'S MAINTENANCE/REPAIR OBLIGATIONS:** Lessee shall maintain good housekeeping and keep the Premises, the fixtures and appliances therein in good repair and in a clean, sanitary condition, at Lessee's own expense and in accordance with any and all prevailing laws and the conditions stipulated herein. Upon the termination of this Lease for any reason, Lessee must return the Premises to Lessor in the same condition and repair as at the Commencement Date of the lease, reasonable wear and tear excepted. Lessee shall make all necessary repairs to the Premises whenever damage to the same has occurred or repairs are required as a result of Lessee's misuse or neglect, shall replace all broken glass and fixtures and shall replace all light bulbs with the same type of bulbs provided by Lessor at move-in. Should any wood floors of the Premises be scratched or damaged by Lessee or visitors, Lessee shall return the floors to move-in condition. If the Premises shall not be kept in good housekeeping condition and repair by Lessee as aforesaid, Lessor or his agents may enter the Premises upon proper notice and may replace the Premises in the same condition of repair and cleanliness as existed at the Commencement Date of this lease and the Lessee agrees to pay Lessor, as additional rent, for all expenses incurred by Lessor in returning the Premises to that condition. Lessee shall be responsible for the repair or reimbursement to Lessor, as additional rent, for any and all repairs for damages caused by Lessee's neglect or misuse (e.g., clogged pipes due to grease or hair, clogged toilet due to diapers, paper towels, toys, etc.) or for damages which may be caused by Lessee's failure to timely report a repair problem.

☐ **SINGLE FAMILY RESIDENCE:** Lessee shall replace the furnace filters every three months and shall weed, fertilize and maintain existing exterior lawns, landscaping and flower beds. Lessee shall be solely responsible for removal of debris, ice and snow from all sidewalks, walkways and driveways in front of and leading to the Premises.

Lessee(s) initials: \_\_\_\_\_

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**27. MAINTENANCE INSPECTIONS:** Lessor may conduct routine maintenance inspections of the Premises during the term of this Lease and one (1) annual maintenance inspection at the termination of the Lease. Lessee shall be notified by Lessor when such inspections shall take place and any attempt by Lessee to bar Lessor's access to the Premises shall constitute a breach of Lease and grounds for termination of tenancy.

**28. ACCESS:** Lessee shall allow Lessor and Lessor's agents free access to the Premises at all reasonable times, to exhibit, repair or inspect the same, and shall allow Lessor and/or agents to display "For Rent" notices on the Premises. Reasonable times shall be deemed to be 8 a.m. to 8 p.m., or as otherwise agreed between the parties or stipulated by law. Lessor reserves the right in accordance with prevailing law, to enter the Premises in order to make routine inspections or to make repairs or supply services, as needed. Lessee shall not obstruct or attempt to prohibit Lessor's access to show the Premises to prospective or actual purchasers, mortgagees, applicants, employees or contractors, or as may be otherwise necessary in the operation and/or protection of the Building. In the event of emergency repairs or services which may require Lessor to access the Premises without an advance 48-hour access notice, Lessor may enter the Premises at any time without notice, and Lessor shall give Lessee notice of the emergency access within 24 hours after such emergency entry. For all non-emergency access, entry by Lessor shall be in accordance with permission by Lessee or, if same is impractical or refused, after a 48-hour notice given to Lessee for entry as allowed by prevailing law. Notice for the purpose of access may be by regular mail, e-mail, text, telephone, personal delivery, posting or other means designed in good faith to provide notice to Lessee. In the event of an emergency where access to the Premises is denied by Lessee, or Lessee has changed the locks on the Premises or installed other locking devices without Lessor's written consent and Lessor is barred from entry, Lessee hereby consents that Lessor may forcibly open one of the Premises' entrance doors, bars or gates, and Lessee shall be solely responsible for all costs incurred by Lessor therefor. Should Lessor be required to change the lock on the Premises as a result of Lessee's failure to allow access, Lessor shall provide a key to the new lock for Lessee by leaving the key in the Premises or in a place where Lessee may immediately access the key.

**29. REPAIRS:** All maintenance requests by Lessee for repairs for which Lessor is responsible shall be in writing or by e-mail to Lessor or by any other method directed by Lessor. Routine repair requests shall be completed by Lessor pursuant to prevailing law and between the hours of 8 AM and 8 PM, unless there is a different time agreed between Lessor and Lessee. Lessor shall respond to maintenance or repair requests in a timely fashion and in accordance with the law. Requests for emergency repairs which affect the immediate habitability of the Premises or which, if untended, would significantly damage the Building or be hazardous to residents, must be immediately reported as directed by Lessor or Lessor's agent. Should Lessor provide the refrigerator, Lessee shall immediately report to Lessor any malfunction or problem with the refrigerator and shall place food in a cooler or alternate refrigerator to avoid or reduce food spoilage. Lessee agrees and acknowledges that, to the extent allowed by prevailing law, Lessor shall have no responsibility or liability for food spoilage caused by Lessee's failure to immediately report a refrigeration malfunction.

**30. USE OF PREMISES:** The Premises shall be occupied solely as a residence and for no other purpose and only by Lessee and those persons listed in the Application and the Lease. The conduct of any business or non-residential operation in the Premises shall be grounds for termination. Neither Lessee nor any other resident, nor any guest of Lessee, shall have been convicted of a crime relating to illegal sexual conduct nor shall they perform or permit any actual or perceived act that may damage the reputation of the Building, interfere with the operation thereof, or increase the rate of insurance thereon. Lessee, co-residents, occupants or guests in the Premises shall comply with all provisions of the Lease regarding criminal activity, including illegal narcotic and gang activity on or near the Premises and shall not engage in any acts of violence or threats of violence or interfere with the health, safety or rights of other residents, employees or agents of Lessor, or persons in the immediate vicinity of the Premises. Lessee shall be responsible for the conduct of all occupants and persons visiting Lessee. In addition to the within provisions, Lessee shall be subject to the following care and use of the Premises barring written consent of the Lessor to the contrary:

- A. No nails, screws or staples are to be attached to any door, windowsill or woodwork.
- B. No adhesive products (e.g., cork, tile, towel hooks, mirrors) may be attached to any surface in the Premises.
- C. No contact paper or wallpaper may be used on any surface in the Premises, with the exception of nonstick shelf paper used in drawers and on shelves.
- D. Floor: Care shall be taken to ensure that Lessee's furniture does not scratch any floor or damage any carpeted surfaces. Lessee shall place rubber tips or cups under all furniture directly in contact with the floor. Waterproof containers must be used for all plants placed on the floor. Any damage to the floors or carpeting shall be the responsibility of Lessee.
- E. Lessee shall not place anything on or over any existing floor drains, which must remain uncovered to allow for proper water drainage.
- F. Plumbing: "Hair traps" must be used in the shower/tub drains to avoid clogging of the drains; Lessee shall be responsible for the cost of clearing any clog caused by Lessee's failure to use such filters or any damage to the plumbing system caused by Lessee's misuse. Only toilet paper is to be flushed down the toilets; no feminine hygiene products, birth control products or any other non-degradable items may be disposed of in the toilet or plumbing system. Lessee shall be liable for any costs incurred to repair the main drain line or related water damage as a result of Lessee's flushing of such products. All liquid or powder drain cleaners, clog busters or hair/grease solvents must be approved before being allowed in the plumbing system and repair costs incurred solely as a result of such use shall be charged to the tenant as additional rent.
- G. Shower Curtains: If a bathroom has installed two shower rods, a shower curtain shall be used on each rod. Lessee shall remove all water residue after each use, as damage to window sills and trim are the responsibility of Lessee. Lessee shall immediately notify Lessor if no rod exists by a bath window within the tub area, so Lessor may remedy the situation to mitigate damage.
- H. Lessee shall not install or maintain a waterbed, washing machine, fish tank or other fluid-filled fixture on the Premises without Lessor's prior written consent. Lessee shall be solely responsible for the entire cost of any damages caused to the Premises or Building which result from Lessee's use of any fluid-filled fixture in the Premises, regardless of Lessor's consent therefor.

# ILLINOIS RESIDENCE LEASE

- I. Cooking: Cooking is only permitted on the kitchen stove or, if allowed, on barbecue grills in approved locations and shall never be left unattended by Lessee. Lessee shall clean the stove daily and not allow any build-up of grease, which may be a health and safety hazard. Non-scratch, non-abrasive cleaners must be used, cutting boards must be used on countertops and hot pads must be placed under hot pans, or Lessee shall be liable for the repair costs for damages.
- J. Barbecue Policy: Barbecue grills ☐ ARE NOT allowed ☐ ARE allowed but restricted to: ☐ propane grills ☐ gas grills ☐ charcoal grills ☐ electric grills and only in the location described below and with a water source or fire extinguisher available for emergency use.

## Allowable Location:

All barbecue equipment is to be used and stored at least five feet (5') from the Building walls at all times. Any use of an outdoor grill by Lessee shall be done in strict compliance with the rules and regulations of the Lessor, whether oral or written, governing such use and any breach of such rules and regulations may result in Lessor withdrawing consent for such use by Lessee. Lessee hereby acknowledges and agrees that Lessor has no liability or responsibility whatsoever, except as otherwise provided by law, for the security or safekeeping of any property of Lessee, including but not limited to barbecue equipment, placed anywhere on the property, including on any porch, balcony, patio or deck and Lessee releases Lessor from liability therefor.

- K. Space Heaters: No space heaters are allowed at any time and, if found in the Premises, Lessor shall consider them to be hazardous to the safety of Building residents and shall remove them from the Premises immediately, without prior notice to Lessee and shall return the heater(s) to Lessee upon Lessee's move-out.
- L. Candles/Incense: The use of candles or incense in the Premises has been restricted by Lessor. Any candles used in the Premises must be free-standing and in containers which surround the candles and flame and contain all dripping wax. Under no circumstances shall candles be left burning and unattended in the Premises and Lessee shall be solely liable for cleaning all walls and ceilings of smoke and/or wax caused by burning candles and/or incense.
- M. No flammable liquids, toxic materials, machinery, cooling or heating equipment which shall constitute a hazard to the occupants or property shall be used or permitted in the Premises. No interference with heating, lighting, or Building telecommunication reception is allowed and Lessor shall file criminal "theft of utility" charges against any Lessee who attempts to steal electricity or gas in the Building by the use of illegal extension cords or other means.
- N. Loitering/Open Liquor: Neither Lessee or Lessee's co-residents or visitors shall loiter in any common areas or sit on the front stairs of the Building with open liquor. After one written warning notice from Lessor, an additional rent payment of \$100.00 shall be due and payable from Lessee for each instance and Lessor may terminate the Lease for breach.
- O. Trees: Live Christmas trees ☐ ARE ☐ ARE NOT allowed. Should Lessor consent to allow live trees in the Premises, such trees must be wrapped in plastic when moved into and out of the Building and all debris shall be removed by Lessee. Should Lessee fail to remove tree debris, an additional rent payment of \$50 shall be charged to Lessee for such debris removal.
- P. Cable/Satellite: Lessee shall have the use of any hardware installation currently in the Building, but shall be solely responsible for providing service. No additional antenna, cable or satellite installation shall be allowed in or on the Building without the consent of Lessor and, should consent be given, the installation shall be in accordance with the rules and regulations of Lessor, written or oral, so as to minimize damage. It shall be the responsibility of Lessee to ensure such compliance and Lessee shall be liable for any damage done to the Premises or Building by the service installers. Any repair costs for which Lessee shall be liable shall be charged as additional rent.
- Q. Windows: Windows must have proper coverings, e.g., curtains, blinds or shades, and no sheets, blankets, newspapers or other similar covering shall be allowed. Windows and storm windows must be kept closed during the heating season and when air conditioning is used in the Premises. Nothing may be thrown from the windows or attached to the exterior of the windows or the Building. No signs, posters, flags or other decorations may be placed in the windows or on the exterior doors of the Premises, but must be placed within the Premises and not visible from the public street.
- R. Window Air Conditioners: No window air conditioner may be installed without the written consent of Lessor, whose consent may not be unreasonably withheld if there is no other source of air conditioning in the Premises. Should Lessor consent to allow Lessee to install a window air conditioning unit, such unit shall be installed during the months of March through October only and must be installed properly and mounted so that the unit does not damage existing windows, or drain discharge water in such a way as to cause any damage to the Premises, Building or outside structures. Lessee must remove or cover any approved window air conditioning unit between the months of November 1 and February 28, and shall be solely liable for maintenance, repair and replacement of such unit.
- S. Mailboxes: Labels for doorbells and mailboxes on multi-unit buildings are required. No name except those names of legal residents may be posted on doorbells or mailboxes without the written permission of Lessor. Lessor shall replace missing labels for which an additional rent payment of \$ \_\_\_\_\_ each shall be due and payable by Lessee.
- T. Exterminating: Should Lessee have an infestation of insects or rodents in the Premises, or should there be an infestation of bed bugs which requires the extermination of Lessee's Premises, regardless of the cause of such infestation, Lessor shall provide the extermination service and Lessee, to the extent allowed by prevailing law, shall be responsible for \_\_\_\_\_ % of the cost of such extermination fees, which cost shall be invoiced as additional rent to Lessee. Lessee's failure to fully cooperate with an exterminator, or any act by Lessee which shall delay or interfere with a successful extermination, shall be cause for termination of the Lease. Lessee shall be wholly liable for any and all damages incurred by Lessor as a result of Lessee's failure to comply with all duties or conditions required of Lessee regarding the reporting, treatment and preparation of the Premises, including the cooperation with Lessor and the exterminator to eliminate any infestation.

# ILLINOIS RESIDENCE LEASE

- U. Exercise Equipment: No exercise equipment is allowed in the Premises without the written consent of Lessor.
- V. No door-to-door solicitation or canvassing of any kind is permitted in the Building.
- W. No Hoarding: Lessee shall not accumulate and store items in the Premises to the extent that such accumulation may be defined as "hoarding", shall not store items too near heat sources or block passageways, or accumulate property inside the Premises to the extent that repairs to the Premises may not be readily accomplished.

**31. MOLD/MILDEW PREVENTION OBLIGATIONS OF LESSEE:** Lessor has inspected the Premises prior to move-in and has no knowledge of any damp or wet building materials and knows of no mold or mildew contamination. Lessee is hereby notified, however, that mold can grow if the Premises are not properly maintained or ventilated and if moisture is allowed to accumulate in the Premises. It is Lessee's obligation to regularly allow air to circulate in the Premises and to promptly notify Lessor or Lessor's agent of any leaks, moisture problems or mildew. By execution of this lease, Lessee agrees to maintain the Premises in a manner that prevents the occurrence of mold or mildew in the Premises and agrees to do so by complying with the following responsibilities:

- A. Lessee shall keep the Premises free of dirt and debris that can harbor mold.
- B. Lessee shall immediately report to Lessor any water intrusion in the Premises, including plumbing leaks, drips or "sweating" pipes.
- C. Lessee shall notify Lessor of water overflows from bathroom, kitchen or laundry facilities, especially where any overflow may have permeated walls or cabinets.
- D. Lessee shall use bathroom fans, if any, while showering or bathing and shall immediately report to Lessor any non-working fans.
- E. Lessee shall use any available kitchen exhaust fan whenever cooking, washing dishes or cleaning.
- F. Lessee shall use all reasonable care to close all windows and other openings to the Premises to prevent outdoor water from accessing the Premises.
- G. Lessee shall clean and dry any visible moisture on windows, walls and other surfaces, including personal property, as soon as reasonably possible.
- H. Lessee shall immediately notify the Lessor or agent of any problems with the air conditioning or heating systems. Should Lessee be responsible for providing air conditioning or heat, Lessee shall immediately make necessary repairs to such systems.
- I. To the extent allowed by prevailing law, Lessee agrees to indemnify and hold harmless the Landlord and agent from any actions, claims, losses, damages and expenses with respect to mold and mildew. To the extent allowed by prevailing law, Lessee shall be liable for any and all costs, including legal fees, incurred by Lessor as a result of Lessee's failure to promptly report to Lessor any water leaks or conditions that result in mold or mildew in the Premises.

**32. NO ALTERATIONS:** Lessee shall not make any alterations whatsoever to the Premises nor install any appliances, locks or other equipment of any kind without the prior written consent of Lessor. No painting or wallpaper whatsoever is allowed without the written consent of Lessor and, if such consent is given, the paint colors must be approved by Lessor. Should Lessee fail to obtain consent, Lessee shall be financially liable for the cost incurred by Lessor to repaint and return the Premises to move-in paint colors, and such cost shall be due and payable by Lessee as additional rent.

**33. LIMITATION OF LIABILITY:** Except as provided by prevailing law, neither Lessor nor his agents shall be liable for any damages incurred by virtue of Lessor's failure to keep the Premises in good repair, or caused by water, ice, frost, plumbing, leakage, gas, the heating or cooling system, defective equipment, fixtures, or furnishings located in, above, upon, or about said Premises, nor for any damage to Lessee's Property located in or about said Premises, nor for any damages arising from acts or neglect of other occupants of the Premises, persons on the Premises, or neighboring party. Lessor shall have no duty to protect Lessee from criminal acts of other persons.

**34. SMOKING POLICY:** Following is the smoking policy for your Premises and the Building:

☐ **Smoking is permitted ☐ in the Premises ☐ in the Building,** insofar as Lessee removes all smoking materials from any common area. Should Lessor receive complaints from other Building residents of excessive smoke emanating from the Premises, Lessor shall provide written notice to Lessee that, within thirty (30) days, Lessee shall be required to install a portable air filtration system in the Premises sufficient to reduce or remove such smoke infiltration to a level acceptable by other Building residents.

☐ **No smoking whatsoever is allowed inside the Building,** i.e., within the rental Premises or within any interior common area of the Building. Smoking is allowed only in exterior common areas of the Building (e.g. on porch, balcony) and only insofar as such smoking does not disturb the residents or occupants of the Building and insofar as the smoker removes all smoking materials. Should management receive complaints from other Building residents, or should Lessee or Lessee's visitors litter the area with smoking materials, Lessee shall receive a notice from management to cease and desist smoking in exterior common areas.

☐ **No smoking whatsoever is allowed in the Premises or on Building property.** Smoking by Lessee or guests is allowed only away from the Building property and at least fifteen (15) feet from the Building exterior. Smokers shall remove all smoking materials from the grounds.

**35. FIRE AND CASUALTY:** In case the Premises shall be rendered untenantable by fire or other casualty as determined by Lessor:

- A. Lessor, at his option, may terminate this Lease or repair the Premises within sixty (60) days. If Lessor chooses not to repair the Premises, or the building containing the Premises shall have been wholly or substantially destroyed, the term hereby created shall cease and terminate effective the date of the fire or other casualty, without further liability or notice of either party and without any obligation or liability of Lessor except as provided by law;

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B. Lessee may terminate this Lease as provided by statute or ordinance.

**36. BELOW GRADE UNITS:** Lessee has been informed and acknowledges that below grade rental units, such as single family basements or basement/garden apartments, may be prone to flooding and sewer back-up caused by overloaded municipal drainage systems, for which Lessor is neither responsible nor liable, and it shall be Lessee's sole responsibility to take precautionary measures to protect Lessee's property in weather conditions which may cause such flooding. To the extent allowed by prevailing law, Lessee agrees to indemnify and hold harmless Lessor, Lessor's agents, assigns and heirs from any damage or loss which may occur to Lessee's property as a result of any flooding or sewer back-up which is not caused as a direct result of Lessor's willful neglect.

**37. DISTURBANCE OF THE PEACE:** Lessee acknowledges that any of the following shall constitute a breach of lease and, unless otherwise provided by law, proof of breach shall be by preponderance of the evidence only:

- A. Two or more complaints to management by neighbors regarding Lessee's disturbance of the peace caused by music, parties, pedestrian traffic of visitors, altercations, or other causes;
- B. Any physical or verbal abuse or obscene gestures to or harassment of Lessor or Lessor's agents or employees, other residents or neighbors, any indecent exposure, or comparable unacceptable social behavior;
- C. Any incident caused by Lessee, co-occupant or guest which results in law enforcement being called to Premises and a criminal complaint being filed against any occupant of or visitor to the premises.

**38. CRIMINAL ACTIVITY AND ILLEGAL NARCOTIC SUBSTANCES:** Lessor (Landlord) and Lessee (Tenant) agree as follows:

- A. The tenant, any member of tenant's household, any guest or any other person associated with the tenant whether on or near the Premises or otherwise:
  - 1) Shall not engage in any criminal activity, including drug related or illegal substance criminal activity, on or near the Building or Premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession of any illegal or controlled substance as defined in 21 USC 802 or prevailing law;
  - 2) Shall not engage in any act intended to facilitate criminal activity;
  - 3) Shall not permit the dwelling unit or Building to be used for or to facilitate any criminal activity; or
  - 4) Shall not maintain a "nuisance" on the Premises as defined in any prevailing ordinance or statute.
- B. Any activity prohibited by this provision shall constitute a substantial violation of the lease, material noncompliance with the lease and grounds for termination of tenancy and eviction. In addition, Tenant and visitors shall not engage in acts of violence or threats of violence, including but not limited to, the unlawful discharge of firearms, on or near the Premises. VIOLATION OF THE PROVISIONS IN THIS PARAGRAPH SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. It is understood and agreed by the Tenant that a single violation shall be material non-compliance and good cause for termination of the lease and eviction. Unless otherwise provided by law, proof of violation shall not require criminal arrest or conviction, but shall be by a preponderance of the evidence.
- C. Medical Marijuana Cardholder: Should Lessee or any legal resident of the Premises be a cardholder who has been issued a medical prescription for marijuana under the Illinois Compassionate Use of Medical Cannabis Pilot Program Act, or other prevailing law, Lessee acknowledges Lessee has been informed that no smoking of marijuana is allowed in the Premises or common areas of the Building unless and until marijuana shall no longer be deemed to be an illegal narcotic under municipal and federal laws.

**39. RIGHT TO BAR:** Lessor has the right to bar individuals from the Premises and from the Building. Lessee must inform guests of all Lease provisions and rules and regulations regarding use of the Premises and common areas of the Building. Any guests or visitors of Lessee who violate the Lease terms may be barred and/or arrested for criminal trespassing, after they have received a barred notice and then have been placed on a barred list by Lessor. If Lessee breaches this provision of the Lease by allowing barred individuals access to the Building or the Premises, such breach shall be grounds for immediate termination of tenancy.

**40. NO SUBLET, ASSIGNMENT OR AIR B&B:** Lessee shall not sublet the Premises or any part thereof, nor assign this Lease, without, in each case, prior written consent of Lessor and pursuant to prevailing law. No "air B&B" or other rentals by the hour, day, week or any other period shall be allowed in the Premises and any advertising by Lessee for "air B&B" or comparable use of the Premises for payment shall be considered a breach of Lease and grounds for termination of tenancy. Unless otherwise provided by law, proof of this violation shall be by a preponderance of the evidence.

**41. RIGHT TO RELET/RELETTING FEE/ABANDONMENT:** If Lessee shall remove a substantial portion of his personal property or otherwise abandon or vacate the Premises, the Lessor may immediately re-rent the Premises upon terms as Lessor may deem practicable; or if the Premises shall become vacant by reason of Lessee's breach, or if this Lease has been terminated by reason of Lessee's breach, or if Lessee has been evicted, Lessor may re-rent the Premises, and Lessee shall be liable and pay for any and all expenses of re-renting and losses to the end of the within Lease term or until the premises shall be re-rented. Lessee's obligation to pay rent during the term or any extension thereof shall continue and shall not be waived, released or terminated by any act resulting in termination of Lessee's right of possession, including but not limited to the service of a notice for unpaid rent, demand for possession, notice of termination of tenancy, the filing of a forcible entry and detainer action, or judgment for possession. Should Lessee's abandonment of the Premises meet the criteria as defined in prevailing law, Lessor shall have the right to re-rent the Premises as stipulated herein and dispose of all property in the Premises not belonging to Lessor, pursuant to law, and Lessee shall be liable for all costs incurred by Lessor for the disposition, storage or sale of the property. If Lessee shall breach the lease

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# ILLINOIS RESIDENCE LEASE

and vacate the Premises during the Lease term, Lessee shall pay to Lessor a Reletting Fee of \$\_\_\_\_\_ in addition to the above lease liability to reimburse the Lessor the cost of re-renting the Premises, including but not limited to the costs of advertising, re-decorating and document preparation. The Reletting Fee shall be an additional rent payment paid to Lessor immediately upon Lessee's notice to Lessor of Lessee's intent to vacate the Premises prior to the Lease termination date. Should Lessor re-rent the Premises at a monthly rental lower than the rent stated in the within Lease, Lessee shall reimburse to Lessor the loss in rents suffered by Lessor as a result of the reduced rental through the Lease term. Should Lessor re-rent the Premises prior to Lessee vacating the Premises, Lessee shall reimburse Lessor the cost of such loss prior to Lessee's move-out or agree that such loss shall be deducted by Lessor from Lessee's Security Deposit, if any shall be held by Lessor. Should Lessor re-rent the Premises after Lessee vacates the Premises, Lessee agrees that the rental differential due from Lessee as a result of Lessor's loss shall be paid to Lessor within thirty (30) days of receipt of an e-mailed or texted invoice from Lessor to Lessee. Should Lessor file a lawsuit to enforce Lessee's breach in any of the terms of this provision, Lessee shall be liable and pay for any and all expenses and legal fees incurred by Lessor in the enforcement thereof.

**42. DEFAULT/FORCIBLE DETAINER AND WAIVER OF NOTICE:** If Lessee defaults in the payment of rent or any part thereof, Lessor may distrain for rent and shall have a lien on Lessee's property for all monies due Lessor, or if Lessee defaults in the performance of any of the covenants or agreements herein contained, Lessor or his agents, at his option, may terminate this Lease, and, if abandoned or vacated, may re-enter the Premises pursuant to prevailing law. Lessee hereby waives all notice of any election by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demands which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant. Non-performance of any of Lessee's obligations shall, without notice, constitute a default and forfeiture of the Lease, and Lessor's failure to take action on account of Lessee's default shall not constitute a waiver of said default.

**43. RELEASE OF LIABILITY FOR ENFORCEMENT OF ORDER FOR POSSESSION:** Should Landlord Plaintiffs in forcible detainer (eviction) actions be required to provide the movers in the enforcement of court orders for possession entered against defendant tenants, to the extent allowed by prevailing law Lessee hereby releases and holds harmless any and all movers retained by Lessor and Lessor's agents, employees, heirs, executors, predecessors, successors in interest and assigns, of and from any and all liability, claims, demands, actions or rights of action arising from any breaches incurred by the Landlord/Lessor and any movers retained by Lessor during the legal enforcement of an order for possession entered by any court of jurisdiction against Lessee.

**44. NOTICES:** If Lessor or his agent elects to serve a legal demand notice, such notice may be served by delivering a copy personally to the Lessee, or by serving a person above the age of thirteen years, residing in the Premises, or by sending a copy of said notice to the Lessee by certified mail, return receipt requested, or by any other method allowed by law. Notices to Lessee, which are not pre-litigation demand notices, may be delivered to Lessee by electronic means, such as e-mail or text.

**45. GUARANTY.** Should this Lease be guaranteed by a personal Guaranty attached hereto and made a part of this Lease, Lessor shall provide to Guarantor, by regular mail, fax or e-mail, courtesy copies of all pre-litigation legal demand notices served on Lessee.

**46. TERMINATION/HOLDOVER:** At the termination of this Lease, by lapse of time or termination notice, Lessee shall return immediate possession of the Premises to Lessor by returning all keys and removing all Lessee's property and all occupants. If Lessee fails to vacate and return possession of the Premises, as stipulated, by \_\_\_\_\_ P.M. of the termination date, Lessee shall pay Lessor, as liquidated damages for holding over, double the Monthly Rent, on a per diem basis, for each day that possession shall be withheld. Lessor, at its option, may give written notice to Lessee and create a month-to-month tenancy, which shall be subject to the same terms and conditions of this Lease, and Lessee shall be liable for all costs, including legal expenses, incurred by Lessor as a result of Lessee's breach and failure to vacate. The payment or acceptance of Rent after termination of this Lease shall not extend this Lease.

**47. EMINENT DOMAIN:** If the whole or a substantial portion of the Premises is condemned or taken by any authority for any public use or purpose, this Lease shall be terminated by written notice to Lessee. No compensation whatsoever shall be payable to Lessee by Lessor for termination on such grounds and Lessee shall not be entitled to share in any award or compensation received by Lessor.

**48. RENT AFTER BREACH:** No payment or acceptance of rent after service of a legal demand notice, or after the commencement of a lawsuit, or after any judgment, or after any breach by Lessee, or after expiration of this Lease or any termination notice, shall extend the Lease, nor shall it affect or prejudice said notice, lawsuit, judgment or rights of Lessor.

**49. LEGAL EXPENSES/LITIGATION ESCROW:** To the extent allowed by prevailing law, Lessee shall pay all costs, expenses and attorneys' fees which shall be incurred or expended by Lessor due to Lessee's breach of the terms of this Lease and the enforcement thereof. Should Lessee withhold rent or additional rent from Lessor and should Lessor file a forcible entry and detainer lawsuit or contract litigation to enforce the terms of the Lease against Lessee, Lessee shall turn over all withheld rentals to the Clerk of the Circuit Court to be held in escrow by the court pending disposition of the lawsuit.

**50. JOINT OBLIGATIONS:** The words "Lessor" and "Lessee" when used in this Lease shall be construed to be plural if more than one person comprises either party to this Lease, and each shall be jointly and severally obligated to perform all of the terms and conditions of this Lease.

**51. BINDING ON HEIRS:** All obligations and liabilities contained herein shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, assigns and successors.

**52. REMEDIES CUMULATIVE:** The Lessor's rights and remedies under this Lease are cumulative. The exercise of any one or more thereof

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shall not exclude nor preclude Lessor from exercising any other right or remedy.

**53. SEVERABILITY CLAUSE:** The invalidity or unenforceability of any clause, provision or portion of this Lease shall not invalidate or render unenforceable the remainder of this Lease.

**54. SUBORDINATION/TITLE:** Lessee will not do any act which shall encumber Lessor's title to the Premises, and if Lessee causes a lien to be placed on the title, or Premises, Lessor may discharge the lien and Lessee will reimburse Lessor, as additional rent, the amount Lessor expended, plus twenty-five percent (25%). This lease shall not be recorded by Lessee and is, and shall be, subordinate to any present or future mortgages now, or hereafter, placed on the Premises.

**55. EXECUTION OF LEASE IN PARTS/ELECTRONIC SIGNATURE:** This Lease may be executed in any number of counterparts, each of which shall have the same force and effect as if all signatures were appended to one document, each of which shall be deemed an original. Any signature by any party to this Lease sent by facsimile or other electronic means shall be deemed to be an original signature with the same effect as an original signature. The lack of a witness signature or completed notary acknowledgement shall not affect or impair either parties' rights or obligation hereunder, nor the effectiveness of the Lease. The parties agree to accept a digital image of this document, as executed, as a true and correct original and admissible as best evidence for purposes of State law, Federal Rule of Evidence 1002, and like statutes and regulations.

**56. CONDOMINIUM/HOMEOWNERS ASSOCIATION** ☐ IS APPLICABLE ☐ IS NOT APPLICABLE:

The rental unit leased herein is:

☐ a condominium and located in a Building which is governed by a condominium association named:

or

☐ an apartment, townhome or single family residence which is governed by a homeowners association named:

The Rules and Regulations of such condominium or homeowners association, which may stipulate any move-in, move-out, or other fees payable by lessee directly to the association, are attached hereto and incorporated herein and any breach of such rules and regulations by Lessee shall constitute a breach of the within Lease.

**57. CHANGES/CONFLICTS:** No changes in this Lease or any attached Rider shall be allowed unless agreed upon in writing by Lessor and Lessee. Where there is any Rider attached and the Rider and the body of the Lease conflict, if anywhere, the Rider shall control.

## DISCLOSURE NOTICES

### A. LEAD PAINT DISCLOSURE

#### LEAD PAINT DISCLOSURE - HOUSING RENTALS AND LEASES

Disclosure of Information on Lead-Based Paint and 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 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. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

##### LANDLORD DISCLOSURE (Initial)

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

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

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

(b) Records and reports available to the Landlord (check one below):

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

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

##### TENANT'S ACKNOWLEDGEMENT (initial)

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

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# ILLINOIS RESIDENCE LEASE

\_\_\_\_ (d) Tenant has received the pamphlet "Protect Your Family from Lead in Your Home".

## AGENT'S ACKNOWLEDGEMENT (initial)

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

## CERTIFICATION OF ACCURACY

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

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Agent Date

\_\_\_\_\_  
Tenant Date

## B. FINANCIAL INSTITUTION FOR SECURITY DEPOSIT: For buildings with 25 or more rental units only:

The name and address of the financial institution in Illinois which shall hold the Lessee's security deposit is:

☐ NOT APPLICABLE

## C. INSURANCE COMPANY STATUTORY DISCLOSURE: The Building in which the Premises are located is insured for fire and public liability by the following insurance company at the stated address:

To the extent allowed by prevailing law, Lessor's insurance policy shall not cover any damages to Lessee or Lessee's property.

## D. RADON GAS DISCLOSURE: As may be required by law, Lessor makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in the State of Illinois. Additional information regarding radon and radon testing may be obtained from your county public health unit. **LANDLORD HAS NO KNOWLEDGE OF ANY RADON GAS IN THE BUILDING.**

## E. ILLINOIS SECURITY DEPOSIT INTEREST RATE CHART:

For buildings with 25+ units only.

<b>2018 Current Interest Rate</b>	<b>0.01%</b>
2017 Interest Rate	0.01%
2016 Interest Rate	0.05%
2015 Interest Rate	0.005%
2014 Interest Rate	0.005%

## F. NOTICE OF NO AGENCY:

"agent",

has previously entered into an agreement with the property owner to provide certain property management and/or real estate brokerage services to the property owner. Neither the agent nor any of its employees will act as agent for Lessee, but will instead be acting as the agent for the property owner.

## G. DISCLOSURE NOTICE ACKNOWLEDGEMENT: By signing this lease, Lessee acknowledges receipt from Lessor of any and all disclosure notices required under any applicable ordinance, statute or federal law governing landlord-tenant matters, including but not limited to those disclosures stipulated herein.

**THIS LEASE IS INTENDED TO BE AN ENFORCEABLE, BINDING REAL ESTATE CONTRACT**

Lessee(s) initials:

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