

Lease Agreement

Richard & Lynn Legner (309) 830-5073 or 378-4589 * 19758 Nottingham Dr. * Downs, IL 61736

This agreement is made between Richard & Lynn Legner; hereinafter referred to as Lessor, and _____, hereinafter referred to as Lessee.

I. PREMISES LEASED

- A. Lessor agrees to lease Lessee the premises known as _____ Crossing Drive, Normal, Illinois, McLean County.
- B. In addition to the Lease of the unit, the following services and privileges are granted to Lessee:
 - 1. Refuse facilities.
 - 2. General building maintenance inside and outside the unit, including lawn care and snow removal of the stoop, step, sidewalk, parking area, and the street.
 - 3. Appliances presently on the property shall remain in the unit and under the control of the Lessor.
 - 4. Two personal parking places in front of unit. Any additional parking required will need to be in the overflow parking areas or city street parking.

II. TERM OF THE LEASE

- A. This lease shall begin on the 1st day of _____, 20XX and terminate without notice on ____XX, 20XX. Lessee will not be allowed to move in prior to the first day of the lease. Lessees shall be denied access to the premises until all rent and deposits are current.
- B. The rental period set forth above shall not renew unless agreed to by the parties in writing. Failure to take up possession after paying the deposit shall result in a forfeiture of the deposit to Lessor.
- C. **In no event shall anyone other than the person(s) who have signed this lease reside on or in the Lessee's apartment, except Lessee's children under 21 years of age. Casual visits of friends or guests are limited to a three-day stay.**

III. RENT

- A. Lessee agrees to pay as rent for the aforesaid premises and residence privileges, the sum of \$ ____.00; payable in monthly payments of \$ ____.00, due the first day of each month. No partial payments are acceptable. Rental payments are to be mailed or delivered to Lessor's home in sufficient time so as to arrive by the rental due date.
- B. If a fourth tenant is approved by Lessor during the lease period noted above in II.A, Lessee agrees to pay monthly rent in the amount of \$ ____.00 per month, effective with the move in date of said fourth tenant, for the remainder of the lease period.
- C. A \$50.00 late charge will be made for payments not received at the Lessor's address within three **(3) days** after due date. An additional fee of \$30.00 will be assessed to any non-sufficient fund (NSF) check(s). Upon breach of any term of the lease, all further lease payments are accelerated and become immediately due and owing.
- D. Joint rental responsibility; the term "Lessee" as used herein shall be considered to mean "Lessees". Lessees shall be jointly and severally liable for all rental payments. It being the understanding that each Lessee shall be individually liable until such payments are made.

IV. UTILITIES

Lessee shall provide for all utilities at no expense to Lessor. Lessee shall keep heat high enough to prevent pipes from freezing and as shall otherwise be necessary in order that the premises remains in a good state of repair. Lessee shall supply own light bulbs.

V. PROPERTY AND PERFORMANCE BOND

In addition to the payments set forth herein for rent, Lessee shall upon execution hereof, deposit with Lessor the sum of \$.00 to be applied against damages to any part of the premises leased hereby or the appliances therein, unpaid utility bills, unpaid rent, cleaning expense upon vacation by Lessee or any other expenses or loss caused by Lessee to Lessor. Said bond shall be applied to any of the aforesaid losses related to the unit unless said damage is paid for prior to the end of the term. The refund of the deposit, or the balance thereof after set-off as herein provided shall be made after inspection of the premises by the Lessor after vacation by tenant. Lessor's assessment of any such loss or damage shall be binding upon the parties hereto. Any damage to the premises or furnishings, caused by lessee or guests, may be repaired immediately by Lessor and paid for by Lessee upon receipt of bill. Failure to leave premises by lease ending date shall result in loss of performance bond and will result in holdover damages as prescribed by law. The property performance bond shall be held in the Lessor's non-interest bearing account.

VI. USE AND CARE OF THE PREMISES

- A. Lessee shall use said premises solely for residential purposes. Further, Lessee shall not permit any unlawful or immoral practices to be committed upon the premises, nor use the premises for any purpose nor in any manner that will increase the insurance rate thereon. Further, the use of the premises by Lessee shall be consistent with the rights of other residents of said unit(s) in accordance with any federal, state, local laws, or ordinances so as not to cause undue disturbance. Lessor shall not be responsible for the actions of other tenants or their guests.
- B. Lessee shall be liable for any damage to the premises or the furnishings and appliances within said unit. Upon termination of said lease, the unit including furnishings and appliances shall be left by Lessee in a sanitary, clean condition, suitable for immediate Lease to another tenant and any loss, cost or expense occasioned by Lessee's failure to do so shall be charged against the aforesaid bond at the rate of \$30 per hour. Lessor's decision as to said condition and the necessity of expense to render said unit in a usable condition shall be binding upon the parties hereto. Clogged drains, disposal or other breakdowns occurring as a result of misuse and or negligence by Lessee shall be repaired or replaced by Lessor at Lessee's expense.
- C. Lessee shall maintain said premises (inside and outside) in a neat, clean, and sanitary condition at all times.
- D. Lessee shall promptly report to Lessor any items needing repairs or which may cause damage to the premise if not repaired. If such report is not made in a timely manner, the costs of such repair or damage resulting there from shall be deducted by Lessor from the deposit amount.
- E. Lessee is responsible for replacing any burned out light bulbs and replacing dead batteries in any smoke alarms and carbon monoxide alarms as the need arises during this contract period.
- F. In addition to the activities or uses otherwise prohibited by this lease, the following activities are specifically prohibited.
 - 1. **No Pets shall be permitted upon the premises at any time.**
 - 2. **No Smoking shall be permitted inside the unit at any time.**
 - 3. No non-patio type furniture shall be placed outside in patio area or any other area.
 - 4. No outdoor wood/manufactured log type fire pits or other such like devices are allowed. (Gas or charcoal grills are permissible).
 - 5. No structures, including, but not limited to swimming pools, etc. shall be allowed to be placed on the patio, lawn area, landscaping area, or any other place outside said premises.
 - 6. No personal items shall be stored outside units, with exception to patio furniture as described in (2) above.
 - 7. No type of business enterprise may be conducted from said premises without first obtaining Lessor's prior written consent and approval.
 - 8. No pictures or other objects shall be hung or suspended within said unit, except with approved hooks and small nails as described by Lessor at time of move-in.
 - 9. Lessee may not make structural changes, alteration, or attachment of any items temporary or permanent to the inside or outside of said premises, including painting.

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10. Lessee may not disable or remove smoke alarms or carbon monoxide alarms.
11. Lessee shall not permit or allow any rubbish, waste materials, cigarette butts, or other products to accumulate upon premises (inside or outside), but shall maintain the same in a reasonably clean condition at all times.
12. Padlocks, chain locks, or locks of any type on any door exterior or interior is prohibited except locks installed by Lessor.
13. Lessee agrees to abide by town noise ordinances. No parties will be held outdoors. Indoor parties shall be small, controlled, and not disturb neighbors. **Illegal activities are prohibited at any time.** Use and or sale of illegal drugs shall result in immediate eviction from property. Lessee's failure to abide by the terms contained herein and on receipt of more than one complaint from police or neighbors, Lessee's lease shall terminate immediately and Lessee shall vacate the premises within 24 hours of notice thereof.
14. Vehicles should be parked only in designated areas. Only two vehicles may be parked in front of building. All other vehicles must park in overflow area or on the city street. All vehicles must be parked in compliance with town parking ordinances and should not obstruct collection of refuse containers, mailboxes, fire hydrants, etc.
15. Any vehicle, which is inoperative, must be removed from property parking areas within seven (7) days of such condition. This includes vehicles in which, engines will not start/run, have a flat tire(s), or are not properly licensed. If said vehicle is not removed within seven (7) days, it will be towed without notice at owner's expense.
16. Lessee is responsible for putting out garbage in appropriate area (in dumpsters) in compliance with town regulations governing such actions.

VII. DAMAGE TO LESSEE'S PROPERTY

- A. Lessor shall not be liable for any loss or damage to Lessee's personal property caused by fire, theft, actions or omissions of other Lessees or occupants failure to promptly report any problems with plumbing, water, gas, steam, or other pipes or toilets on the premises. The same applies to Lessee's family, friends, invitees or agents.
- B. Lessee agrees to make no claim against Lessor, its agents, or employees for any damage, personal injury, or loss of use occasioned thereby. Lessee is advised to obtain renter's insurance to cover Lessee's personal property.

VIII. SUBLETTING

Lessee shall not sublease these premises without first obtaining Lessor's prior written consent and approval. Subleasing fee is equal to amount of individual security deposit.

IX. ENTRY

- A. ___ sets of keys are hereby issued to Lessee. Failure of Lessee to return ___ sets of original keys shall allow Lessor to deduct the cost of new locks and keys from the deposit amount. **Duplicating original set of keys by Lessee is prohibited.**
- B. The Lessee agrees that at reasonable times prior to the termination of the lease, the Lessor or its agents may enter the premises, after first notifying Lessee, for the purpose of inspection, cleaning, remodeling, or repairs or to show the same to prospective new tenants or buyers.
- C. If Lessor is required to open leasehold premises at the request of Lessee or governmental authorities, a service charge of \$25 will be assessed and due immediately.

X. DEFAULTS

Upon the non-payment of the whole or any portion or rental herein or the breach of any term or condition of this lease by Lessee, the Lessor may at his/her election, either distain for said rent due, or declare this lease at an end and recover possession as if the same were held by forcible detainer, the Lessee hereby waiving any notice of said election or any demand for the possession of said premises. Lessee shall pay all reasonable attorney's fees and expenses of Lessor incurred in enforcing any of the obligations of Lessee or any provisions of the lease.

SAMPLE LEASE

XI. DAMAGES BY FIRE, STORM, EARTHQUAKE, OR OTHER CAUSE

If the property is rendered uninhabitable due to fire, storm, earthquake, or other cause, Lessor shall not be obligated to provide housing for lessee. Lessor shall return any unused rent. Lessee agrees to indemnify and save harmless the Lessor from any liability, claim, or demand, which may arise from such damage to such said property.

XII. GENERAL

Lessee agrees that all notices required herein by Lessor or by law shall be deemed served by Lessor on Lessee by the posting of same on the entrance door to the leased premises. The notice period shall begin to run from the date of such posting.

This contract constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no further written or oral understandings or agreements with respect hereto. Any change and/or modifications to this contract must be made in writing and acknowledged by the signatures of the parties hereto.

Lessor:

Richard or Lynn Legner

Date

Lessee:

Signature

Date

Signature

Date

Signature

Date