



REALTOR® Association of West/South Suburban Chicagoland
RESIDENTIAL LEASE



LESSEE (Tenant): _____

ADDRESS OF PREMISES: _____

LESSOR (Landlord): _____

LESSOR'S ADDRESS: _____

POSSESSION DATE: _____ TERM OF LEASE: FROM: _____ TO: _____

MONTHLY RENTAL:\$ _____ SECURITY DEPOSIT \$ _____

(To be paid in advance as directed by Lessor)

LATE PAYMENT PENALTY: _____ % of monthly rental if not received by _____

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee here by leases from Lessor for a private dwelling, the unit designated above (the "Premises"), together with the appurtenances thereto, for the above term.

1. RENT: Lessee shall pay Lessor, at Lessor's address stated above or such other address as Lessor may designate in writing, as rent for the Premises, the sum stated above monthly in advance, including any late charges and amounts to be paid by Lessee under Paragraph 2 hereof, until termination of this Lease. Time of each payment is of the essence of this agreement. Monthly rent payments are due on the _____ day of each month.

2. In addition to the monthly rental specified above, Lessee shall be responsible for the following:

- Electric Gas Heating fuel Rubbish removal Water & Sewer Tax, if any
Landscape maintenance Homeowners Association dues currently \$ _____ per month
Storms and Screens replacement

In the event one of the above utilities is not levied specifically on or in respect of the Premises, the Lessee shall pay to Lessor as rent _____ % of the utilities charged on the building of which the Premises is a part. If Lessee fails to pay the above marked bills, the Lessor may pay them on his behalf and the same if paid by the Lessor shall be due as rent with the next payment due under the terms of this lease.

Lessee agrees that if, as a result of Lessee's failure to timely pay any of the aforementioned utility charges, such services are stopped or interrupted and damage results, Lessee shall be absolutely liable to Lessor for such damage.

3. Lessor will, at his cost, provide to the premises:

- Electricity Rubbish removal Gas Water & Sewer Tax, if any

in reasonable amounts and at reasonable hours when necessary. Lessor shall not be liable for failure to furnish the above when such failure is beyond Lessor's -control or when the applicable system is under repair.

4. SECURITY DEPOSIT: Lessee has deposited with Lessor the Security Deposit stated above as security for the performance of all covenants and agreements of Lessee hereunder. Lessor may at any time apply all or any portion thereof in payment of any amounts due Lessor from Lessee Upon termination of the Lease and full performance of all Lessee's obligations hereunder, so much of the Security Deposit as remains unapplied shall be returned to Lessee. The Security Deposit shall not bear interest.

5. CONDITION OF PREMISES: Lessee acknowledges that he has inspected the Premises and that the Premises are in good repair, except as specified below, and that no representations as to the condition or repair thereof have been made by the Lessor, or Lessor's Designated Agent, prior to or at the execution of this Lease, that are not herein expressed.

DEFECTS (if any) _____

6. COMMISSION: Lessor agrees to pay (Broker) _____ rental commission of \$ _____ and a like amount on each renewal or extension. In the event the Lessee elects to purchase the property at any time during the lease term or renewal or extension or within one (1) year from the date of termination of the lease, the above mentioned broker shall be paid a sales commission by Lessor on the sale price in the amount of _____%.

7. OTHER TERMS AND CONDITIONS: This contract is subject to the Terms and Conditions set forth on the reverse side hereof, which are expressly understood to be a part of this contract.

DATE _____

DATE _____

LESSEE (Tenant)

LESSOR (Owner)

LESSEE (Tenant)

LESSOR (Owner)

GUARANTEE

For value received, the undersigned hereby guarantees the payment of the rent and the performance of the covenants by the Lessee in the within lease covenanted and agreed, in manner and form as in said lease provided.

DATE _____

8. REPAIRS BY LESSOR: FIRE AND CASUALTY: In the event repairs are necessary as a result of normal wear and tear or acts of God, Lessor shall make them within a reasonable time. Lessee shall not, without consent of the Lessor, have the right to make repairs to the Premises and charge them against the rent due or withhold rent. In case the Premises shall be rendered untenable by fire or other casualty, Lessor may at his option terminate this lease or repair the Premises within thirty days, and if Lessor fails to do so, this lease is terminated.

9. USE; SUBLET, ASSIGNMENT, ALTERATIONS: Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon or disturb the neighboring tenants, nor for any purpose other than that hereinbefore specified nor to be occupied, in whole or in part, by any other person, and will not sublet the same, or any part thereof, nor assign the lease without the Lessor's prior written consent, which consent shall not be unreasonably withheld, and will not permit the transfer, by operation of law, of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for unlawful purpose(s) or any purpose(s) that will injure the reputation of the same or of the neighborhood; and will not permit any alteration (including but not limited to painting, wall papering and other decorating) of or upon any part of the Premises without the prior written consent of the Lessor, nor allow any signs or placards posted or placed thereon, except by written consent of the Lessor; all alterations and additions to the Premises shall remain for the benefit of the Lessor unless otherwise provided in said consent. LESSEE WILL KEEP NO DOGS, CATS OR OTHER ANIMALS OR PETS IN OR ABOUT THE PREMISES EXCEPT AS SET FORTH HEREIN AND WILL NOT PERMIT THE PREMISES TO REMAIN UNOCCUPIED WITHOUT PROVIDING ADEQUATE CARE TO PREVENT DAMAGES OF ANY KIND TO THE PREMISES. Lessee shall keep the Premises in a neat and sanitary condition.

10. RIGHT TO RELET, TERMINATION REMEDIES: If Lessee shall abandon or vacate Premises, the same may be re-let by the Lessor on behalf of the Lessee for such rent and upon such terms as Lessor may see fit, and if a sufficient sum shall not be thus realized, after paying the expenses of such re-letting and collecting of rent, to satisfy the rent specified herein, the Lessee agrees to satisfy and pay all deficiency.

If the Lessee retains possession of the Premises after the term of this lease expires, the Lessor may either accept further rent payments by the Lessee, in which case a month-to-month tenancy shall be created, or sue for possession; and Lessor shall be entitled to recover from Lessee all damages sustained by him as a result of Lessee's failure to vacate the Premises, including but not limited to lost rent, court costs and attorneys fees. In no case shall a holdover tenancy be

created. In the event Lessee retains possession without Lessors consent beyond the term of this lease, the monthly rental shall be 150% of the rental for the original term.

Lessee's right of possession may be terminated without terminating Lessee's liability to pay rent. All remedies herein provided shall be cumulative. No waiver of a breach or default by either party shall be deemed a continuing waiver. Lessee or Lessor shall pay all reasonable attorneys' fees incurred by the other in enforcing the terms of this agreement as a result of a default by the other or in defending against acts or omissions of the other.

11. Premises includes the residential unit described above together with the garage and out buildings, if any, or the common elements and limited common elements appurtenant thereto.

12. ACCESS: Lessee will allow Lessor free access to the Premises at all reasonable hours for the purposes of examining or exhibiting the same for sale or rent or of making any needed repairs on the Premises which the Lessor may deem fit to make; also, Lessee will allow Lessor to have placed upon the Premises, at all times, notice of "For Sale" and "To Rent" and will not interfere with the same.

Lessor shall be provided with and may retain and use copies of any keys necessary for access to the Premises.

13. COMPLIANCE: Lessee will in every respect comply with the ordinances of the municipality aforesaid, with the rules and orders of the health officers thereof, with the orders and requirements of the police department, with the requirements of any underwriters' association so as not to increase the rates of insurance upon the building and contents thereof, with the rules and orders of the fire department in respect to any matters coming within their jurisdiction, with the rules and bylaws of any applicable homeowners association and with any Lessor's rules attached hereto.

14. LIMITATION OF LIABILITY: Lessor shall not be liable for damage or injury to the Lessee, his invitees, or licensees, or the Lessee's- personal property on the Premises, or in storage areas, or parking areas, provided by the Lessor, occasioned by leaking plumbing, gas or water pipes, or water, snow, or ice, nor for any damage arising from acts or neglect of any owners or occupants of adjacent property. Lessor is not an insurer of Lessee's person or possessions. Lessee agrees that all of Lessee's person and property in the Premises shall be at risk of Lessee only and that Lessee will carry such insurance as Lessee deems necessary.

15. ENTIRE AGREEMENT: This document and the documents incorporated herein are the entire agreement of the parties and no representations of either party are binding unless contained herein.

16. RENT AFTER NOTICE OR SUIT: After the service of notice, or the commencement of a suit, or after final judgement for possession of the Premises, the Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgement.

17. PLURALS; SUCCESSORS: The words "Lessor" and "Lessee" wherever used herein shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease, and all such persons shall be jointly and severally liable herein; and all the covenants and agreements herein contained shall be binding upon, and inure to their respective successors, heirs, executors, administrators and assigns and be exercised by his or their attorney or agent.

18. SEVERABILITY: If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under the applicable law, such event shall not affect, impair or render invalid or unenforceable, the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

19. REPAIR: The Lessee covenants and agrees with the Lessor to take good care of and keep in clean and healthy condition, the Premises and their fixtures, and to commit or suffer no waste therein; that Lessee will make all repairs required to the walls, windows, glass, ceilings, paint, plastering, plumbing work, pipes, and fixtures belonging to the Premises, whenever damage or injury to the same shall have resulted from lessee's misuse or neglect; and Lessee agrees to pay for any and all repairs that shall be necessary to put the Premises in the same condition as when he entered therein, reasonable wear, acts of God, and loss by fire excepted; and Lessor shall have the right to make said repairs and recover the cost of same from Lessee as rent.

20. This lease is subordinate to any mortgages and other security devices now or hereafter placed against the Premises.

21. LEAD-BASED PAINT DISCLOSURES: If applicable, prior to signing this Lease, Lessee (check one) ____ has ____ has not received the EPA Pamphlet, "Protect Your Family From Lead in Your Home," and (check one) ____ has ____ has not received a Lead-Based Paint Disclosure.

22. ATTORNEY REVIEW: The parties agree that their respective attorneys may approve or make modifications to this Lease, other than stated rental price, within five (5) business days after the date of the Lease. If the parties do not reach agreement on any proposed modification and written notice is given to the other party within the time specified, this Lease shall be null and void, and security deposit shall be refunded to Lessee by Lessor. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, THIS PROVISION SHALL BE DEEMED WAIVED BY THE PARTIES, AND THIS LEASE SHALL REMAIN IN FULL FORCE AND EFFECT

23. NOTICE: All notices required shall be in writing and shall be served by one party to the other party. Notice to any one of a multiple-person party shall be sufficient notice to all. Notice shall be given in the following manner:

- 1 . By personal delivery of such notice; or
2. By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, notice served by certified mail shall be effective on the date of mailing; or
3. By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m., to 5:00 p.m. Chicago time). In the event fax notice is transmitted during nonbusiness hours, the effective date and time of notice is 9:00 a.m. Chicago time of the first business day after transmission.

THE PRINTED MATTER OF THIS LEASE HAS BEEN PREPARED UNDER THE SUPERVISION OF THE REALTOR" ASSOCIATION OF THE WESTERN SUBURBS AND THE DUPAGE COUNTY BAR ASSOCIATION, THE PARTIES ARE CAUTIONED THAT THIS IS A LEGALLY BINDING AGREEMENT IF THE TERMS ARE NOT UNDERSTOOD, PLEASE SEEK LEGAL COUNSEL BEFORE SIGNING IT

Rev. 2/99