

RESIDENTIAL LEASE

Date of Lease: (Date)
Lease Term: (Date to Date)
Premises: (Address)
Rent per Month: \$ (Amount)
Security Deposit: \$ (Amount)

LESSEE:
(Lessee Name)
(Address)

LESSOR:
George and Tammi Andrae
3634 Sheridan Road
Pekin, Illinois 61554-9702

SECTION ONE: RENT

1. Lessee will pay Lessor (or Lessor’s authorized agent) the amount of \$ (Amount) per month, in advance, as monthly rental for the Premises for the term of the Lease. Lessee’s first monthly rental payment is due on or before (Date), and each subsequent payment will be due on the first (1st) day of each month following for the term of this Lease. Payment will be made at the Lessor’s address as stated in the Lease, or at any other address Lessor may specify in writing to Lessee.
2. Installments of rent that are not received by Lessor as required by this Lease are considered late. Late payment of rent constitutes default under the terms of this Lease. If full payment is not received by the Lessor within five (5) days of the date of default, Lessee agrees to pay to Lessor an administration fee of Twenty Dollars (\$20.00) a day. In addition, Lessee will pay Lessor a charge of Thirty Dollars (\$30.00) for any check not honored by Lessee’s bank for any reason. After two (2) checks are returned for insufficient funds, rent may no longer be paid by personal check.
3. Failure by Lessee to make any payment of rent, or any other fee or charge, under this Lease constitutes a default. In the event that Lessee fails to make any payment within five (5) days after receiving written notice of Lessor’s intention to terminate the Lease, Lessor may terminate this Lease and any and all unpaid rent for the full remaining term of this Lease shall then become due and payable. In the event of termination, Lessor shall be entitled to:
 - a. Immediate possession of the Premises.
 - b. Immediate payment of any unpaid rent or other charges.
 - c. Recovery of damages incurred due to Lessee’s default, including but not limited to the cost of reletting the Premises, lost rental under this Lease and other costs of collections.
 - d. Court costs and attorney’s fees, arising due to Lessee’s default.
 - e. Any other remedy as provided by Illinois Compiled Statutes.
4. Lessor’s rights and duties under the terms of this Lease are cumulative, and the exercise of any one or more of them does not prohibit Lessor from the exercise or use of any other right or remedy provided by this Lease or by law.

SECTION TWO: SECURITY DEPOSIT

1. Lessee has paid Lessor a Security Deposit in the amount of \$ (Amount) as set forth above, to secure his or her performance of all the covenants, agreements and terms of this lease. The Security Deposit is subject to the following conditions:
 - a. Lessor may use, apply or retain any or all of the amounts for the Security Deposit for the payment of any rent due from Lessee; for any administrative, maintenance or other charges set forth in this lease: any damages or expenses uncured by Lessor arising from Lessee’s failure to comply with any of the terms of this Lease (including but not limited to expenses incurred in reletting the Premises).
 - b. If during the term (or any extension of the term) of this Lease, Lessor is obligated to use all or any part of the Security Deposit in accordance with the terms and conditions of this Lease or any other law or agreement, Lessor shall notify Lessee of the expenditure, in writing, within thirty (30) days of its being incurred, and provide, along with such notice an itemized list of the charges and expenditures, including the reasonable cost of Lessor’s own time and labor. Lessee shall have thirty (30) days in which to deposit with Lessor a sum equal to the amount used, to ensure that the full amount of the Security Deposit is maintained with Lessor at all times during the term of this Lease.
 - c. The use of all or any part of the Security Deposit shall not be Lessor’s sole remedy in the event of Lessee’s default. If the costs of Lessor’s expenses and/or damages incurred exceed the total amount of the Security Deposit, Lessee shall pay and excess. LESSEE MAY NOT APPLY THE SECURITY DEPOSIT AS RENT.
 - d. During the term of this Lease (or any extension of the term) the Security Deposit shall be held in a non-interest-bearing account.
 - e. When Lessee has performed all obligations required under this lease (including but not limited to, giving proper written notice pursuant to Section Three herein), has paid all rent and any other charges, and has surrendered the Premises, its keys and any other documents or fixtures in the same condition as they were provided at the beginning of the term of this Lease, reasonable wear and tear excepted, Lessor shall return to Lessee any remaining amount of the Security Deposit, together with a fully itemized list of all charges deducted from it, with documentation, within thirty (30) days of the termination of this Lease and the surrender of the Premises. If Lessee vacates the apartment prior to the expiration date above, the deposit will not be refunded.
 - f. In the event Lessor’s interest in the Premises are sold, transferred or assigned, Lessor shall notify Lessee of the change in ownership and the name and business address of the new Lessor. Lessor shall transfer the Security Deposit to the new Lessor or owner and be released from all liability to Lessee.

SECTION THREE: TERM OF LESE AND EXTENSIONS

1. The term of this lease shall be for a one (1) year basis. This Lease will be automatically extended on a month to month basis, on the same terms and conditions as agreed to in this Lease, except for an increase in rent to \$ (Amount) unless either party gives the other thirty (30) days written notice of his or her intent not to extend the Lease at the end of the term. In the event that this Lease is extended, thirty (30) days written notice shall be required to terminate it. Such notice must be received by the non-terminating party no later than the first day of the month, and Lessee’s tenancy shall terminate on the last day of that month.
2. The Lessor reserves the right to require Lessee to sign a new Lease for tenancy and is not required to allow Lessee to remain as a month to month tenancy under this Lease.

SECTION FOUR: CONDITION OF PREMISES

1. Lessee has examined the condition of the Premises, and acknowledges that the Premises is received in good and clean condition and repair except where otherwise specified in the Inspection and Cleanliness of the Premises, a copy which is attached hereto and incorporated herein by reference. Lessee is responsible for all day-to-day cleaning and upkeep of the Premises as defined in the Rules and Regulations, a copy of which is attached hereto and incorporated herein by reference.

SECTION FIVE: USE OF PREMISES

1. The premises is leased to Lessee, exclusively, and shall be used strictly as a single family residence, and neither the Premises nor any part thereof shall be used at anytime during the term of the Lease for the purpose of carrying on any business. Profession or trade of any kind, or used for any other purpose.
2. The Premises shall be used and occupied only by Lessee(s), (Lessee), namely and any children, under age 18, born to, adopted by or under lessee’s legal care and/or guardianship, for no more than (Number) persons exclusively, as a private individual dwelling. Anyone age 18 or over must be named on Lease. A violation of any condition of this Lease by any guest of Lessee shall be construed as a violation by Lessee. Lessor reserves the right to control who occupies the property.
3. The Premises may not be assigned or sublet by Lessee without prior written consent of Lessor, which consent shall not unreasonable withheld. Lessee shall not undertake any modification or structural changes to the Premises without the written consent of Lessor,

Lessee _____ Lessee _____

Residential Lease (continued)

4. Lessee shall not use or allow the Premises to be used for any unlawful or disorderly purpose. The Premises may not be used in any way that represents a material detriment to the health or safety of others. Lessee shall comply with all applicable laws and any Rules and Regulations established by Lessor. A copy of the current Rules and Regulations is attached hereto and incorporated herein by reference. Lessor reserves the right to modify the Rules and Regulations from time to time for the benefit of all Lessees. Lessee shall receive thirty (30) days written notice of any changes to the Rules and Regulations.
5. Lessee agrees to assume all legal responsibility for the acts and conduct of any persons on the Premises and keep all conditions of this Lease and will not violate any laws on the Premises. Specifically, Lessee agrees not to use the leased Premises for the purpose of unlawful possessing, serving, storing, manufacturing, cultivating, delivering, using, selling or giving away of controlled substances. Lessee understands that breach of this provision will result in immediate eviction pursuant to 740 ILCS 40/11. A copy of the Crime-Free Lease Addendum is attached hereto and incorporated herein by reference.
6. Lessor covenant that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold and enjoy the Premises for the agreed term. Lessee shall not disturb, annoy, endanger or interfere with other Lessees of the building or neighbors.
7. Smoking and vaping are prohibited except in designated areas outside the building.
8. Lessee shall not allow any other person to use or occupy the Premises without first obtaining Landlord's written consent to such use. Any guest staying in the property more than 2 weeks in any 6 month period will be considered a tenant, rather than a guest, and must be added in the lease agreement. Landlord may also increase the rent at any such time that a new tenant is added to the lease or premise.

SECTION SIX: ACCESS

1. Lessee shall permit Lessor, or Lessor's duly authorized agent or representatives, unrestricted access to the Premises at all reasonable times for any necessary purpose, including but not limited to inspection, maintenance and exhibition.

SECTION SEVEN: PETS

1. Absolutely no pets of any kind may be allowed in or around the Premises for any purpose, even for an overnight temporary basis. This provision does not apply to companion animals trained and certified to assist a person with a disability.

SECTION EIGHT: UTILITIES AND MAINTENANCE

1. Lessee shall be responsible for arranging and paying for all utilities services required on the Premises, except that the garbage and wastewater shall be provided by Lessor. A copy of the Utility Addendum is attached hereto and incorporated herein by reference.
2. Lessor covenants to maintain Premises and all grounds and public areas appurtenant to the Premises, in good repair and tenantable condition. Lessor certifies that the Premises contain all smoke detectors and other devices required by law, and that all such detectors or other devices are in good working order. Lessee has examined same and affirms that same are in good working order. Lessee will be responsible for maintaining such systems and covenants to do all acts necessary to maintain same, including, but not limited to, monthly testing and replacement of batteries when necessary.
3. All damages done by the Lessee and/or visitors of the Lessee shall be repaired at the Lessee's expense.
4. Should the Premises be damaged by fire or other casualty, Lessor may either (A) repair the damage within a reasonable time, or (B) terminate this lease by providing Lessee with written notice. Should such fire or other casualty impair Lessee's occupancy, Lessee may terminate this Lease by providing Lessor with written notice within five (5) days of so vacating of the intent to terminate this Lease. In the event Lessee terminates the Lease pursuant to this paragraph, Lessee shall not be required to provide a thirty (30) day written notice and shall not be penalized for early termination of Lease. Lessee shall remain liable for all other provision and covenants of this Lease. If such damage is caused by Lessee's own fault or negligence, or that of Lessee's agents, guests, visitors, servants or licensees, Lessee shall continue to be liable for all rent and charges during the remaining unexpired term of this Lease unless specifically released by Lessor.
5. Lessee's personal property is not insured by Lessor.
6. Lessee acknowledges receipt of (Number) key(s) to Premises and (Number) key(s) to building. At Lessee's expense, Lessee may re-key existing locks and shall deliver duplicate keys to Lessor upon installation.

SECTION NINE: SUBORDINATION, SEVERABILITY AND LAW

1. This lease is subordinate to all mortgages, deeds of trust or other instruments now or later affecting the Premises.
2. If any provision of this Lease is or should become prohibited under any law, that provision shall be made ineffective, without invalidating any remaining provisions. The governing law of the jurisdiction in which the Premises is located in incorporated into and supersedes this Lease by reference, and the parties agree to be bound by such law.

SECTION TEN: DEFAULT

1. In the event either Lessor or Lessee shall be in default of any of the terms, covenants or other obligations herein, the non-defaulting party shall give notice to the defaulting party of such default. The defaulting party shall have five (5) days in which to cure the default.
2. All notices shall be at the address contained in the Lease, or at any subsequent address provided by either party for the delivery of notices, and shall be deemed served when deposited into the United States mail for delivery by first-class, certified mail.
3. In the event of litigation resulting from any dispute between Lessor and Lessee, the prevailing party shall be entitled to reimbursement of his reasonable attorney fees and costs from the non-prevailing party, in addition to any other relief to which such party may be entitled.

SECTION ELEVEN: MISCELLANEOUS

1. The words "Lessor" and "Lessee" as used in the Lease are construed as including more than one Lessor or Lessee. All terms and conditions of this Lease are binding on and may be enforced by the parties, their heirs, assigns, executors, administrators, and successors. This Lease represents the entire agreement between Lessor and Lessee. Neither party is bound by any representations made by any party that are not included in this Lease except that the Application and those documents included by reference herein.

SECTION TWELVE: ADDITIONAL COVENANTS, TERMS, CONDITIONS AND AGREEMENTS

1. As required by law, Lessor makes the following disclosures:

a. "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 overtime. Levels of radon that exceed federal and state guidelines have been found in buildings in Tazewell County. Additional information regarding radon and radon testing may be obtained from our county public health unit.

b. Lead Paint Disclosure: "Every Lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Lessor of any interest in residential real estate is required to provide the Lessee with any information on lead-based paint hazards from risk assessments or inspection in the Lessor's possession and notify the Lessee of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to leasing."

IN WITNESS WHEREOF, THE PARIES HAVE EXECUTED THIS LEASE THE DAY AND YEAR FIRST WRITTEN ABOVE AND ACKNOWLEDGE RECEIPT OF A COPY OF SAME.

Lessee _____Lessor _____

Lessee _____Lessor _____