

# LEASE

## **Parties**

This lease made this 1 day of January, 20X1, by and between Property Owner ("Landlord") and John Doe, Jane Doe ("Tenant.")

## **Premises**

Landlord leases to tenant and tenant leases from landlord, the property with improvements hereon, and furniture (if any) as shown on attached Schedule A, described as the property situated in the City of DeKalb commonly known as 123 Fake Street Unit 3 ("Premises")

## **Term**

This lease shall commence on the 5 day of August, 20X1 at 12:00p.m. (10:00a.m. for Saturday move-ins), and end on 1 day of August, 20X2 at 12:00 p.m. unless sooner terminated according to the provisions hereof.

## **Rental**

Tenant shall promptly pay as monthly rental hereunder the sum of \$ \_\_\_\_\_ payable to landlord at in advance on or before the Fifteenth day of each calendar month during the period of this lease in accordance with the rent payment schedule on page #3. If all rent due is not paid on or before the Twentieth of the month, tenant agrees to pay a late charge of \$35.00 plus an additional late charge of \$2.00 per day thereafter until paid in full. Tenant agrees to pay a \$25.00 charge for each returned check, plus late payment charges. Total rent due for lease term \$ \_\_\_\_\_.

## **Security Deposit**

Receipt is hereby acknowledged of \$ \_\_\_\_\_ as a security deposit for the faithful performance of all the terms and conditions of this lease; \$250.00 as a non-refundable carpet/maintenance fee. Total due \$ \_\_\_\_\_. Under no circumstances is said security deposit to be construed as rent. **SECURITY DEPOSIT HELD IN OWNER'S ACCOUNT NOT IN A PITTSLEY REALTY ACCOUNT.** Landlord is authorized to place security deposit in an interest bearing account with interest accruing to landlord. The security deposit will be returned to tenant only upon the occurrence of all the following conditions: (a) payment of all rent due; (b) the vacating of the premises in clean condition; (c) return of all keys to landlord; (d) removal of abandoned articles; and (e) upon furnishing a forwarding address to landlord. **The premises are expected to be returned in the same condition it was given upon occupancy. Deductions from the security deposit shall be made for any damages done to the premises including, but not limited to, insufficient light bulbs, painting, cleaning, scratches, burns, stains, holes in walls, as well as any other damages to the property, if any.** After the above conditions have been complied with by tenant, security deposit will be sent to the forwarding address furnished by tenant, along with an itemized accounting of any charges or damages or other sums owed by tenant, no later than thirty (30) days after the termination of this lease.

Tenant shall not withhold payment of the last month's rental or any portion thereof on grounds that the security deposit serves as security for the unpaid rental.

## **Abandoned Articles**

All articles left in or upon the premises by the tenant upon termination of the lease for any reason shall be disposed of by the landlord as becomes necessary and in a manner as landlord may see fit and proper, and without recourse by the tenant. The landlord herein is further given the right to use the tenants' security deposit to cover the landlord's expenses in disposing of the tenant's articles.

## **Holdover**

NO HOLDOVER IS ALLOWED. THE RATE OF RENT FOR ANY HOLDOVER IS DOUBLE THE MONTHLY RENT PRORATED PER DAY.

(WHEN LEASE TERM IS OVER NO EXTENSION ALLOWED-NO HOLDOVER)

## **Notice Requirements**

Any notice required hereunder shall be given by personal delivery or regular mail at landlord's address or the address of the leased premises.

## **Failure to Occupy**

If tenant fails to occupy premises in accordance with this lease, all deposits hereunder shall be automatically forfeited.

## **Care and Maintenance of Premises**

Tenant accepts the premises in its present condition and agrees to take good care of the premises and to make no alterations, additions, repairs or improvements without the prior written consent of landlord. Tenant agrees to report promptly, in writing, to landlord when any portion of the premises is out of repair, and to promptly reimburse landlord for any damage to the premises or furnishings thereof caused by the negligence, misuse, or any other occurrence attributable to tenant, tenant's agents, family or guests. A CONDITION REPORT WILL BE FURNISHED AND SHOULD BE TURNED INTO LANDLORD UPON OCCUPANCY.

## **Equipment**

Any electrical or mechanical equipment which is a part of the premises, including dishwashers, garbage disposals, automatic range and ovens, refrigerators and freezing units, attic fans, heating and air conditioning equipment, automatic clothes washers and dryers, will be delivered by the landlord in good operating order. It is expressly understood that tenant will properly operate, all such equipment and surrender same in good operating order at the termination of this lease.

## **Utilities**

Unless otherwise mentioned herein, all utilities used in or about premises shall be paid by tenant. Tenant responsible for: ELECTRIC, GAS, CABLE, PHONE. (WATER/SEWER \$30.00 per month to be paid to Landlord) LANDLORD PAYS GARBAGE.

## **Occupancy**

The premises shall be used only as a private residence and as a single family dwelling unit, and for no other purpose, with the number of adults and children residing therein not to exceed \_\_\_\_\_. Maximum number of resident and resident guests in unit not to exceed 20 persons at any one time. If persons exceed 20, a \$100.00 over occupancy fine will be issued and is due within 5 days of notice. Neither the whole of the premises, nor any portion thereof, shall be assigned or sublet by tenant to any other person without the prior written consent of landlord. Tenant accepts existing locks as safe and acceptable.

## **Nuisance Clause**

Tenant and the family and guests of tenant shall fully comply with all federal, state, municipal, and other laws and ordinances, and shall not commit any act which is a nuisance or annoyance to the neighborhood. DeKalb has a noise ordinance with quiet hours beginning at 10:00 P.M.

No pets shall be kept on the premises. Tenant agrees to pay a \$300.00 fine plus \$5.00 per day until pet is removed for each violation and an additional carpet cleaning fee of \$250.00.

## **Ordinance F-403.7.1 reads as follows:**

Open burning in charcoal and LP gas grills: Open burning in any grill is prohibited in a multi-family residence where the grill will be placed on a combustible balcony. In accordance with this ordinance, we require that all grills be removed from combustible balconies, and placed farther than 10' from any structure. The city will be doing random checks of balconies in your neighborhood. Violators of the above stated ordinance are susceptible to fines.

**Liability of Landlord**

Tenant hereby agrees to indemnify and hold harmless the landlord from and against any and all claims for damages to premises or personal injury arising from tenants use of premises, or from any activity, work or thing done, permitted or suffered by tenant in or about the premises. If, in landlord's judgment, there is substantial damage to the premises, landlord may terminate this lease by giving written notice to tenant and the rent shall be prorated and the balance refunded to tenant, less lawful deductions.

The landlord shall not be liable for personal injuries or property damage or loss from theft, vandalism, fire, water, tornado, rain, explosion, or other causes whatsoever, unless the same is due to the negligence or fault of landlord. Landlord shall furnish smoke detectors as required by statute. Smoke detectors/carbon monoxide alarms are furnished, landlord shall test same and provide initial batteries at lease commencement; thereafter tenant shall pay for and replace smoke detector/carbon monoxide alarm batteries, if any, as needed. Tenant is responsible for testing such equipment monthly to insure correct functioning. \_\_\_\_\_ intl.

**Tenants Insurance**

Tenant is hereby notified that landlord's insurance does not insure tenant against loss of personal property on the premises due to fire, theft, vandalism or other causes. Tenant is responsible for insurance on tenant's own property for fire and casualty loss and for tenant's family for liability insurance coverage.

**Contractual Lien**

Tenant does, by the execution of this residential lease, grant to landlord an express contract lien and security interest upon all fixtures, goods and property of the tenant now or hereafter placed in or upon the premises in order to secure the prompt payment of rent herein provided, and the full compliance by tenant of all agreements and covenants hereunder. This contract lien shall be in addition to such statutory liens as landlord may have under and by virtue of the laws of the State of Illinois, as presently existing or as may be amended. In order to exercise contractual or statutory lien rights when tenant is in default hereunder, landlord may peacefully enter the premises and remove and store all property therein, except property exempt by statute, provided, however, tenant must be present or written notice of entry must be left afterward.

**Landlord's Remedies-Landlord shall have the remedies specified in this paragraph for the following circumstances:**

- a) Termination For Failure To Pay Rent-If all or any portion of the rent is unpaid when due and Tenant fails to pay unpaid rent within five (5) days after written notice by landlord of an intention to terminate Lease if rent is not so paid, Landlord may terminate the Lease. Landlord may also maintain an action for rent and/or damages without terminating the Lease.
- b) Termination For Breach Of Lease-If there is a material non-compliance by Tenant with this Lease, Landlord may deliver written notice to Tenant specifying the acts and/or omissions constituting the breach and that the Lease will terminate upon a date not less than ten (10) days after receipt of notice, unless the breach is remedied by Tenant within that period of time. If the breach is not remedied within the 10-day period, the Lease shall terminate as provided in the notice.
- c) Self-Help-If Tenant fails to comply as promptly as conditions permit in case of emergency or in cases other than emergencies within 14 days of receipt of written notice by Landlord specifying the breach and requesting that Tenant remedy it within that period of time, Landlord may enter the Apartment and have the necessary work done in a manner required by law. Landlord shall be entitled to reimbursement from Tenant of the costs of repairs under this subparagraph.
- d) Damages and Injunctive Relief-If there is a material non-compliance by Tenant with this Lease, Landlord may recover damages and obtain injunctive relief. If Tenant's non-compliance is willful, Landlord may recover reasonable attorney's fees.
- e) Disturbance Of Others-After receipt of a written notice as provided in Subparagraph b above, Landlord may obtain inductive relief against the conduct constituting the violation, or may terminate the Lease on ten (10) days' written notice to Tenant.
- f) Rights upon Termination-If this Lease is terminated, Landlord shall have a claim for possession and/or for rent.

**Attorney's Fees**

The prevailing party in an action including forcible entry and detainer arising out of Landlord's or Tenant's application of the rights or remedies made available in this Lease or in the DeKalb Municipal Residential Landlord and Tenant Ordinance, DeKalb Municipal Code, Chapter 10, including forcible entry and detainer actions shall be entitled to all court costs and reasonable attorney's fees.

**Abandonment**

- a) Actual notice given to Landlord by Tenant indicating Tenant's intention not to return to the Rental Unit, 21 days' physical absence of tenant (or one rental period where rental period is for less than one month) and Tenant has removed Tenant's personal property from the Rental Unit and rent for that period is unpaid, or 32 days' physical absence from the Rental Unit and rent for that period is unpaid shall be deemed to be an abandonment of the Rental Unit by Tenant.
- b) If Tenant abandons the Rental Unit, Landlord shall make a good faith effort to re-rent Tenant's Rental Unit at fair market value.
- c) If Landlord succeeds in re-renting the Rental Unit at fair market value, Tenant shall be liable for the difference between the total amount of rent due under the Lease Agreement, and the amount rent subsequently received by Landlord for the subsequent occupancy of the Rental Unit until the date that this Lease Agreement was set to terminate as stated in Paragraph 1.
- d) If Landlord makes a good faith effort to re-rent the Rental Unit at a fair rental and is unsuccessful, Tenant shall be liable for the rent due for the period of the Lease. Tenant shall also be liable for the reasonable advertising costs incurred by Landlord in seeking to re-rent the Rental Unit.
- e) If Tenant abandons the Apartment as described above or fails to remove personal property from the Premises after termination of this Lease, Landlord shall leave the abandoned property in the Rental Unit or remove and store all abandoned property after seven (7) days. Notwithstanding the foregoing, if Landlord reasonably believes such abandoned property to be valueless or of such little value that the cost of storage would exceed the amount that would be realized from sale, or if such property is subject to spoilage, Landlord may immediately dispose of such property.

**Access/Inspection**

- a) Landlord may have the right to enter the Rental Unit in case of emergency or after providing Tenant with reasonable notice prior to such entry. Landlord may enter the Rental Unit with reasonable notice for the following reasons: inspection for maintenance; to make necessary or requested repairs or improvements; supply necessary or agreed services; conduct inspections required by government agencies; when repairs for the Premises require such access; show the Rental Unit to prospective renters or buyers; for pest control. Absent reasonable notice from the Landlord, Tenant has the right to refuse entry except in case of actual emergency.
- b) Reasonable notice, as defined by Section 10.13 of the DeKalb Municipal Code, shall be notice given no less than one (1) hour's notice prior to entry, unless Tenant has given prior consent for maintenance and repairs, and the entry is to inspect for and to make said repairs. Entry between 8:00 a.m. and 8:00 p.m. shall be presumed reasonable. At the time of entry, a knock on the door, a verbal hello or a phone call placed immediately prior shall be considered reasonable warning of entry.
- c) Nothing herein prohibits the parties from consenting to Landlord's access at any time by mutual consent.

**Joint and Several Liability**

Unless otherwise stated herein, all persons signing this lease as Tenant shall be held jointly and severally liable for all terms of this lease. This means any one tenant may be held responsible to Landlord for payment of rent or charges for damages owed by roommates.

**Fair Housing**

In accordance with the law, this property is offered without respect to race, color, religion, sex, or national origin of tenant.

**Miscellaneous**

This lease shall constitute a full understanding between the parties herein, and no other Agreement unless in writing and signed by the parties hereto shall be binding upon the subject property, except the attached Rental Application, if any, which shall become a part of the lease.

1) DUE 1/1/X1 AMOUNT \$ \_\_\_\_\_ (Deposit)  
 2) DUE 1/1/X1 AMOUNT \$ \_\_\_\_\_ (Carpet Maintenance Fee/Non-Refundable)  
 \$ \_\_\_\_\_ (Total Due)

			RENT		WATER					RENT		WATER	
1) DUE	6/15/X1	AMOUNT	\$ _____	\$ _____	7) DUE	12/15/X1	AMOUNT	\$ _____	\$ _____				
2) DUE	7/15/X1	AMOUNT	\$ _____	\$ _____	8) DUE	1/15/X2	AMOUNT	\$ _____	\$ _____				
3) DUE	8/15/X1	AMOUNT	\$ _____	\$ _____	9) DUE	2/15/X2	AMOUNT	\$ _____	\$ _____				
4) DUE	9/15/X1	AMOUNT	\$ _____	\$ _____	10) DUE	3/15/X2	AMOUNT	\$ _____	\$ _____				
5) DUE	10/15/X1	AMOUNT	\$ _____	\$ _____	11) DUE	4/15/X2	AMOUNT	\$ _____	\$ _____				
6) DUE	11/15/X1	AMOUNT	\$ _____	\$ _____	12) DUE	5/15/X2	AMOUNT	\$ _____	\$ _____				

**PLEASE MAKE ALL CHECKS PAYABLE TO PITTSLEY REALTY & MAIL TO: P.O. BOX 963, DEKALB, IL 60115**

**ADDITIONAL COVENANTS AND CONDITIONS APPLY TO TENANTS AND THEIR GUESTS:**

- \* NO WATER FURNITURE ALLOWED
- \* HEAT MUST BE MAINTAINED TO PROTECT PIPES FROM FREEZING. TENANT RESPONSIBLE FOR ALL CHARGES INCURRED.
- \* THERE IS A \$100.00 SUBLEASING CHARGE
- \* COMMON AREA DAMAGE WILL BE DIVIDED AMONG ALL BUILDING TENANTS.
- \* TENANT WILL BE ISSUED KEYS TO THE APARTMENT & MAIL BOXES
- \* TENANT IS RESPONSIBLE FOR RETURNING THE APARTMENT BACK IN THE CONDITION THAT IT WAS GIVEN AT THE BEGINNING OF THE LEASE. CHARGES WILL BE MADE IF APARTMENT NEEDS PAINTING, CLEANING, MAINTENANCE OR HAS DAMAGES.
- \* A CHARGE OF \$10.00 PER ADDITIONAL PAYMENT WILL BE ASSESSED IF ANY MONTHLY RENT CHARGE IS PAID BY MORE THAN ONE TRANSACTION.
- \* ANY CHECK PAYMENT RECEIVED IN OUR OFFICE WHICH DOES NOT CONTAIN THE RENTAL ADDRESS AND UNIT NUMBER IN THE MEMO SECTION OF THE CHECK WILL BE CHARGED A PROCESSING FEE OF \$10.00.
- \* ANY CHECK PAYMENT RECEIVED IN OUR OFFICE WHICH CONTAINS THE WRONG RENTAL ADDRESS AND UNIT NUMBER WILL BE CHARGED A PROCESSING FEE OF \$25.00.
- \* A LOCK OUT CHARGE OF \$15.00 DURING BUSINESS HOURS AND A CHARGE OF \$25.00 AFTER BUSINESS HOURS WILL BE ASSESSED TO YOUR ACCOUNT AND IS DUE WITHIN 24 HOURS.
- \* NO ANIMALS ARE ALLOWED IN THE BUILDING FOR ANY PERIOD OF TIME - A FINE OF \$300.00 WILL BE CHARGED AND IS DUE WITHIN 1 DAY.
- \* BEER KEGS OF ANY SIZE OR KIND BROUGHT ONTO THE PROPERTY ARE NOT ALLOWED. VIOLATIONS OF THIS COVENANT WILL REQUIRE TENANT TO PAY A \$600.00 FEE WITHIN 5 DAYS OF NOTICE.
- \* GARBAGE AND/OR LITTER CLEAN-UP WILL RESULT IN A \$50.00 PER HOUR CHARGE, MINIMUM OF ONE HOUR.
- \* ONLY TENANTS NAMED ON THE LEASE MAY OCCUPY SAID APARTMENT.
- \* PARKING IS LIMITED AND WILL REQUIRE A PARKING PERMIT. THE FEE FOR A PARKING PERMIT IS \$15.00 EACH. A MAXIMUM OF 4 PERMITS WILL BE ISSUED. IF YOU DO NOT HAVE OR A PERMIT IS NOT VISIBLE, YOUR VEHICLE WILL BE TOWED. TOWING FOR VEHICLES WITHOUT A PERMIT WILL BEGIN SEPTEMBER 1<sup>ST</sup>. VEHICLES WILL BE TOWED FOR IMPROPER PARKING INCLUDING, BUT NOT LIMITED TO, PARKING IN A NO PARKING ZONE, PARKING IN A DISABLED PERSONS SPACE, PARKING IN FIRE LANES AND PARKING IN THE GRASS OR BLOCKING AN ENTRANCE TO A BUILDING OR DRIVEWAY. YOUR VEHICLE WILL BE TOWED FROM THESE AREAS WITHOUT REGARDS TO WHETHER YOU HAVE A PERMIT OR NOT.
- \* MAXIMUM NUMBER OF RESIDENT AND RESIDENT GUESTS IN UNIT NOT TO EXCEED **20** PERSONS AT ANY ONE TIME. IF PERSONS EXCEED 20, A \$100.00 OVER OCCUPANCY FINE WILL BE ISSUED AND IS DUE WITHIN 5 DAYS OF NOTICE.
- \* THIS IS A QUIET LIFESTYLE BUILDING-NO MUSIC, NOISE OR OTHER SOUNDS SHALL BE PERMITTED IN SUCH A WAY AS TO DISTURB OR ANNOY OTHER OCCUPANTS. THERE WILL BE A \$200.00 FINE IF THIS COVENANT IS VIOLATED. AFTER THREE VIOLATIONS, TENANT AGREES THAT THE LEASE CAN BE TERMINATED BY THE LANDLORD. TENANT AGREES TO MOVE OUT WITHIN 48 HOURS OF LEASE VIOLATIONS.
- \* HALLWAYS, GRASSY AREAS, PARKING LOTS AND OTHER COMMON AREAS ARE NOT PART OF YOUR APARTMENT - TENANTS AND TENANTS GUESTS ARE NOT TO CONGREGATE IN THESE AREAS. \$400.00 FINE PER VIOLATION.
- \* NO FIREARMS ARE ALLOWED IN THE APARTMENTS. IF TENANT VIOLATES THIS PROVISION, HE/SHE AGREES TO IMMEDIATELY VACATE THE APARTMENT
- \* **LEASE RENEWAL NOTICE IS REQUIRED BY NOVEMBER 15, 2012. THERE WILL BE REMINDER NOTICES DELIVERED PRIOR TO THIS DEADLINE. IF PITTSLEY REALTY IS NOT NOTIFIED BY THE DATE SPECIFIED, YOUR RENTAL UNIT WILL BE RE-RENTED TO OTHER PERSPECTIVE TENANTS WITHOUT FURTHER NOTICE.**

***IT IS MUTUALLY AGREED UPON BY THE SIGNING OF THIS LEASE ALL PARTIES HAVE READ AND UNDERSTAND ALL TERMS AND COVENANTS, INCLUDING ALL FINES AND CHARGES, SPECIFIED WITHIN.***

Signed

\_\_\_\_\_  
 Landlord/agent for the Owner

\_\_\_\_\_  
 Tenant

\_\_\_\_\_  
 Tenant

\_\_\_\_\_  
 Tenant

\_\_\_\_\_  
 Tenant

