

# RESIDENTIAL LEASE AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between Home Rentals, hereinafter called "Landlord" and \_\_\_\_\_

jointly and severally hereinafter

called "Tenant(s)" hereby hire the premises known as and described as \_\_\_\_\_ and the surrounding area common to all adjacent apartments, in the City of Carbondale.

within the County of Jackson, State of Illinois, to be occupied as the residence only by the named Tenant(s), or any of them;

**Term:** The term of this lease shall commence at 12:01 p.m. on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ending at 12:01 p.m. on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Rent:** Tenant(s) agree to pay and there is hereby reserved to the Landlord as and for rent for the term of this lease the sum of \$ \_\_\_\_\_, which sum shall be payable by Tenant(s) to the Landlord in accordance with Rent Payment Plan \_\_\_\_\_ which is incorporated herein by reference. To expedite payment of rent, tenants shall, upon request of Landlord at any time, deliver to Landlord postdated checks sufficient in number and amount for each future monthly payments due hereunder. The time of each payment is of the essence of this lease.

**Additional Rent:** Tenant(s) agree to pay upon demand as additional rent all fees and charges described in Addendum 1 which is incorporated herein by reference.

**Security Deposit:** Tenant(s) will deposit with Landlord, immediately upon the execution of this lease, and as specified in the Rent Payment Plan, a security deposit in the amount of \$ \_\_\_\_\_ for the performance of each and every covenant of this lease. It is understood that the aforesaid deposit is not a prepayment of rent and Landlord shall not be obligated (although Landlord may do so at its option) to apply said deposit, or any part thereof, to any unpaid rent, additional rent, or any portion thereof. Landlord's right of possession of the premises for nonpayment of rent or for any other reason shall not be affected by the fact that the Landlord holds a security deposit. Tenant's (s') liability is not limited to the amount of the security deposit. On termination of the lease and full payment of all amounts due and performance of the covenants and agreements, contained herein on the Tenant's (s') part to be performed, the security deposit, or any portion thereof remaining unapplied, shall be returned, without interest to Tenant(s). No security deposit will be returned unless and until the Tenant(s) provide Landlord, as Landlord directs, proof of payment of all water charges attributable to the premises during the term of the lease. Unless otherwise agreed in writing by the parties Landlord may refund any unused deposit in equal amounts to the individual tenants regardless of which tenant may have paid the deposit.

**Tenant's Acceptance:** Tenant(s), and each of them, accept the premises in its present physical condition and agree to maintain it in good order and will not make any alterations or additions, nor install nor maintain any appliances in the premises unless such alterations, additions, installation, or maintenance are consented to in writing by Landlord or Landlord's duly authorized agent. In the event tenant(s) or any one of them request to occupy the premises prior to the commencement of this lease the tenant(s) agree to be bound by the terms of any early move in agreement signed by any one or more of the tenant(s).

**Use of Premises:** The premises shall be used for residential purposes only. Tenant(s) agree to comply with the Landlord's Regulations. Tenant(s), and each of them, agree to use the premises and all contents in a safe and careful manner and to repair all damages occurring to the premises during the term of this lease and to replace all broken or missing articles, including windows, locks and screens. Tenant(s) agree to maintain the premises in a good state of repair and to keep the premises clean and neat and free from litter throughout the term of this lease. So long as Tenant(s) complies with all of the terms, conditions, and covenants of this lease, Tenant(s) shall have the right of quiet enjoyment of the premises. Tenant(s) shall not abandon the premises during the term of this lease.

**Utilities:** Tenant(s) agree to promptly pay for any and all utility services, including pest control, used upon the premises and to keep the facilities for heating and electricity connected to the leased premises during the entire term of this lease. Tenant(s) shall not terminate any utility service for water, heating or cooling during the term of this lease. Tenant(s) agree to provide Landlord as Landlord directs, written proof of payment of all water charges attributable to the Tenant's(s') occupancy of the premises under this lease.

**Assignment:** Tenant(s) shall not sublet or assign this lease or any of Tenant's interest therein or permit such a transfer in any manner without the prior written consent of the Landlord. A charge in the amount of Ten Percent (10%) of the rental remaining due under this lease shall be charged upon any subletting or assignment to which the Landlord consents. Landlord may assign this lease at any time upon notice to the tenant.

**Access:** Tenant(s) shall allow Landlord or Landlord's agents to have access to said premises at any time for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of making any repairs the Landlord considers necessary or desirable, or for the purpose of showing the property to prospective tenants and/or purchasers. In the event the Tenant(s) is (are) not personally present at the time to open and permit the entry of said premises for such purpose, the Landlord may effectuate such entry by means of a master key or by other means.

**Possession:** Landlord shall use due diligence to give possession as nearly as possible at the beginning of the term of this agreement and rent shall abate prorata for the period of any delay in so doing, but Landlord will not be liable for any other loss or damage occasioned by any such delay.

**Obligation of Landlord:** Landlord shall not be liable to Tenant(s), Tenant's family or invitees for any damage, loss, theft or destruction of any personal property placed in the premises. Landlord shall not be liable for any injury or damage, whether to person or property, occasioned by failure or defect of the premises, the building of which it is part, its systems, equipment or fixtures, or in the repair or failure to repair any of them.

**Indemnification and Hold Harmless:** Tenant(s) shall indemnify and hold harmless Landlord from any damage or injury to any third person or persons either as to their person or their property resulting from any negligence or careless act or omission of the Tenant(s) or from any willful or wanton or intentional act(s) or omission(s) of the Tenant(s) in any manner relating to the occupancy or possession of the premises.

**Remedy for Failure to Pay Rent or Other Breach of the Lease:** In the event that any rent or additional rent required by this lease is not paid within five (5) days of the date the same is due under this lease, or in the event of a breach of any other term, condition or covenant of this lease, and upon written notice of the default(s) given or mailed to the Tenant(s), or any of them, the unpaid balance of the agreed rental for the premises for the remaining unexpired term of this lease shall, at the sole option of the Landlord and without further notice, become immediately due and payable as liquidated damages and Landlord shall have the option to:

(a) Terminate this lease, resume possession of the premises for its own account, and recover from the Tenant(s) the rent specified in this lease for the remainder of the term, or

(b) Resume possession and re-lease or rent the premises for the remainder of the term for the account of the Tenant(s) and recover from the Tenant(s) the difference between the rents specified in this lease and the rent received upon re-leasing or renting.

**IN WITNESS WHEREOF**, the parties have executed this lease the day and year above written.

**Landlord**  
Home Rentals      By: \_\_\_\_\_

Landlord shall not be required to take any action to mitigate damages on its behalf or to re-enter and/or re-let the premises to any other person or persons for the purpose of such mitigation of damages for the term of this lease.

In addition to the foregoing remedies, Landlord may pursue any and all other legal and equitable remedies available under Illinois law and shall recover all actual damages suffered by Landlord. No re-entry hereunder shall bar the recovery of rent or damages for breach of any of the terms, conditions, or covenants of this lease. Notwithstanding the foregoing, the tenant's(s') failure to maintain the property free from litter or trash or failure to mow the grass shall not be deemed a breach of the lease agreement.

**Waiver of Default:** No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be a waiver of any subsequent default or breach of the same or other term, condition, or covenant contained herein.

**Force Majeure:** Landlord or Tenant(s) shall not be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonable within the control of Landlord or Tenant(s) and which by the exercise of due diligence Landlord or Tenant(s) wholly or in part, to prevent or overcome.

**Abandoned Property:** Tenant(s) agree to promptly remove all personal belongings and property at the termination of this lease, and Landlord may elect that any personal property not removed at such termination by Tenant(s) is deemed abandoned by Tenant(s) and shall become the property of Landlord without any payment or offset therefore. If Landlord shall not so elect, the Landlord may remove such property from the leased premises and store same at Tenant(s) risk and expense. In the event tenant(s) is/are absent from the premises for more than seven (7) days and utility services for water, electricity or other services required for heating/cooling have been terminated, tenant(s) shall be deemed to have abandoned the property.

**Smoke/CO Detectors:** Tenant(s) shall be solely responsible for maintenance of any and all smoke and carbon monoxide detectors, required by any applicable law or ordinance, upon the premises during the term of this lease. Tenants shall notify Landlord immediately of any defect or failure of said devices requiring their repair or replacement, or if tenant(s) do not possess instructions describing the operation and maintenance of same.

**Parking:** Tenant(s) are hereby given a license, revocable at will by Landlord, to park vehicles in the spaces designated by the Landlord, during the term of this lease, provided Tenant(s) are not in default of any of the terms of this lease. In the event of a default by Tenant(s) in any of the terms hereof, the parties agree that Landlord may revoke the license to park granted hereunder without notice to Tenant(s) and may have any vehicles parked in the spaces licensed to Tenant(s) removed at the expense of the vehicles' owners. In designated areas, Tenant's must display a Home Rentals parking permit sticker in the vehicle's driver side rear window.

**Attorney's Fees and Costs of Collection:** In the event of a default by the Tenant(s) of any of the terms, conditions, or covenants of this lease, Tenant(s) shall be liable for and shall pay Landlord all court costs, other necessary costs and expenses, and reasonable attorney's fees; and in addition, Tenant(s) shall be liable for and shall pay all collection costs of Landlord, whether or not legal proceedings are instituted against Tenant(s).

**Landlord Regulations.** Tenant(s) agree this agreement includes all the terms and conditions of the Landlord Regulations which are attached hereto and incorporated into this lease by reference as if fully set forth herein.

**Successors:** The terms, conditions, and covenants contained in this lease shall apply to, insure to the benefit of and be binding upon the parties hereto and their respective successors in interest and legal representatives, except as otherwise herein expressly provided. All right, power privileges, immunities, and duties of Landlord under this lease, included but not limited to any notices required or permitted to be delivered by Landlord to Tenant(s) hereunder, may, at Landlord's option, be exercised or performed by Landlord's agent or attorney. In the event Landlord or any successor owner of the demised premises shall convey or otherwise dispose of the demised premises, all liabilities and obligations of Landlord or such successor Landlord as Landlord under this lease shall terminate upon such conveyance or disposal and written notice thereof to Tenant(s).

**Jurisdiction:** This lease shall be deemed to have been made in Jackson County, Illinois. In the event that any litigation or legal proceedings shall arise under and/or in connection with this lease and/or premises such litigations or other legal proceedings shall be conducted in any federal or state court within or for Jackson County, Illinois. Furthermore, Tenant(s) consent(s) to jurisdiction and venue in any federal or state court located within or for Jackson County, Illinois and Tenant(s) hereby waives any defenses or objections thereto, including defenses based on the doctrine of forum, non-conveniens. Tenants further waive all rights to trial by jury.

**Entire Agreement:** This document, including the backside of the page and all documents expressly incorporated herein by reference, contain the entire provisions and conditions of this lease. All verbal or oral representations or promises by either party not written herein are null and void and of no effect.

**Tenants Obligations Joint and Several:** Tenant(s) obligations and duties hereunder are joint and several.

If checked ☐ , Addendum 2 is incorporated herein by reference.

If checked ☒ , Lease Termination clause below is incorporated herein by reference.

**Lease Termination:** Notwithstanding any other language or provisions in the Lease Agreement to the contrary, Landlord and Tenants agree Landlord may terminate this Lease by giving Tenants

\_\_\_\_\_ ( ) days notice. Any such notice will be effective on the \_\_\_\_\_  
( ) day following its delivery to Tenants or any one of them, regardless of the day of the month.  
Any rents paid in advance for the month in which the lease is terminated shall be prorated to the  
date of termination.

**Permanent Home Address/Address For Legal Notices:** Any and all notices required or authorized under this lease, including the regulation attached hereto and made part of hereof, may be mailed to Tenant(s) or any of them, at the following address, which shall become their permanent home address.

<u><b>Tenant(s) Name</b></u> <i>(print legibly)</i>	<u><b>Signature</b></u>	<u><b>Social Security #</b></u>	<u><b>Home Address</b></u> <i>(include City, State, Postal Code)</i>	<u><b>Home Phone</b></u>	<u><b>Date of birth</b></u>

# HOME RENTALS

## LANDLORD REGULATIONS

The following regulations are hereby adopted by Home Rentals effective January 1, 2009.

### 1. Tenant will not:

- a) Leave any personal belongings on lawns, walks, or driveways.
- b) Overload the electrical system or use the kitchen sink or the toilet for disposal of grease, garbage or other waste. (Only toilet tissue may be used in the toilet.)
- c) Place, maintain, or erect any window, door, yard or any other signs or private radio or television antennas.
- d) Use water for automobile washing.
- e) Occupy the basement or attic of the premises for sleeping or cooking purposes. (Possession of such attic and basement areas, if any, is granted only for storage purposes and such other uses as not to conflict with local or state regulations, statutes, or ordinances.
- f) Change the lock or knob on any door of the rental premises.
- g) Drive or permit the driving of any motor vehicle on the lawn.
- h) Litter the public areas or grounds.
- i) Do anything that will violate any law or increase the insurance rate on the building; or use the premises or permit the premises to be used for any purpose which will annoy, obstruct or interfere with the rights and peaceful occupation of the other Tenants or neighbors of the premises.
- j) Keep any dog, cat, bird, goat or other pet in or about the rental premises or permit guests to bring any dog, cat, bird, goat or other pet in or about the rental premises without prior written consent of Landlord.
- k) Store any trailer, boat or camper on the premises without prior written consent of Landlord.
- l) Carry or discharge any firearm on the premises.
- m) Make nor cause to be made, any alteration upon the premises, nor paint the premises, without prior consent of the Landlord.
- n) Take or permit to be taken any bicycle or motorcycle of any type inside the premises.
- o) Allow any uninsured, unlicensed or inoperable motor vehicle to remain on the premises for more than seven (7) days without Landlord's prior written consent.
- p) Place or allow placement of any sheds or portable buildings upon the premises without Landlord's prior written consent.
- q) Leave windows or doors open when it rains or snows.
- r) Nail, bore, or screw into the woodwork, plaster or siding without the consent of the Landlord.

### 2. Tenant will:

- a) Store and place all garbage, trash and recyclables for collection as required by law or local ordinance.
- b) Use the premises only as a residence for the persons named on this lease.
- c) Take good care of premises, furniture, fixtures, and equipment the Landlord supplies.
- d) Remove any and all accumulations of snow and ice from all steps and walkways to the premises and promptly remove all litter from the premises and common grounds.
- e) Return all door keys promptly at the termination of this lease.
- f) Place protectors under all heavy furniture such as beds and chairs to protect floors from damage by excessive weight or scratching.
- g) Provide Landlord at the termination of this lease, as Landlord directs, with written proof of payment of any and all water, sewer or refuse collection charges, litter charges and mowing charges assessed against Tenant(s) by the City of Carbondale or other governing body, arising from Tenant's use of the premises in conjunction with this lease.
- h) Conduct himself/herself and require other persons on the premises with his/her consent to conduct themselves in a manner that will not affect or disturb his/her neighbors' peaceful enjoyment of the property.
- i) Be solely responsible for the maintenance of any and all smoke and/or carbon monoxide detectors, required by any applicable law or ordinance, upon the premises during the term of this lease.
- j) Immediately inform Landlord of any malfunction of toilets or other plumbing fixtures in the premises which could cause damage to the premises or abnormally high water usage. (i.e. toilet tank fills when not in use)

**ADDENDUM 1 TO RESIDENTIAL LEASE AGREEMENT**

This Addendum is made and entered into by and between HOME RENTALS CORPORATION, hereinafter called "Landlord", and \_\_\_\_\_, jointly and severally hereinafter called "Tenant(s)".

WHEREAS, the City of Carbondale, pursuant to Ordinance No. 2005-26, requires that all residential lease agreements contain this addendum.

Following is a list of all additional rents, fees and/or charges, excluding normal monthly rent, actual damages and cleaning charges that may be assessed to the Tenant(s) either during the rental period, upon termination of the Lease Agreement or after termination of the Lease Agreement.

1. Additional Rents: Tenant(s) agree to pay upon demand as additional rent the following charges:

A) ***Rental Unit Inspection and Registration Fee***: Tenant(s) shall pay to Landlord upon execution of this lease the sum of Thirty Five and no/100 Dollars (\$35.00) for the fee imposed by the City of Carbondale for registration and inspection of dwelling units.

B) ***Late Charge***: A late charge equal to Five and no/100 Dollars (\$5.00) per day for each day that any rental payment, or portion thereof, is not paid within five (5) calendar days from its due date.

C) ***Dishonored Check Charge***: Twenty-Five and no/100 Dollars (\$25.00) for each check which is dishonored or returned by any bank for any reason.

D) ***Declined Credit or Debit Card***: Twenty-Five and no/100 Dollars (\$25.00) for any credit card or debit card that is declined when ran for monthly rent payment.

E) ***Carpet Cleaning Charge***: A charge will be paid by Tenant(s) regardless of the condition of the premises and shall be deducted by Landlord from Tenant(s) security deposit.

F) ***General Cleaning Charge***: In the event the premises and the appliances are not clean at the termination of the lease, a charge will imposed by Landlord and paid by Tenant(s) for cleaning the premises and appliances. This charge shall not be considered a charge for damage(s) to the premises but a cleaning charge.

G) ***Additional Persons***: Five and no/100 dollars (\$5.00) per day for each person other than tenant(s) residing in the premises without the prior written consent of Landlord.

H) ***Subletting or Assignment***: A charge in the amount of Ten Percent (10%) of the rental remaining due under this lease shall be charged upon any subletting or assignment to which the Landlord consents.

I) ***Key/Lock Charges***: \$5.00 for any duplicate key(s) Landlord is required to provide Tenant(s). \$25.00 for each key not returned to Landlord upon termination of this lease. \$35.00 for each lock which has been changed by Tenant(s) on the premises during the term of this lease.

2. Charge for Unauthorized Pets: NO PETS ARE ALLOWED on or in the premises without prior written consent of the Landlord. Tenant(s) agree to pay Twenty and no/100 Dollars (\$20.00) per day for each and every day after delivery to Tenant(s) or written notice from the Landlord to remove any pets from the premises.

3. Charge for Ordinance Violations: Tenant(s) shall pay to Landlord upon demand, any and all amounts of money Landlord is obligated to pay to the City of Carbondale resulting from any assessments by the City or any court for failure to maintain the premises free from litter in accordance with City code.

4. Attorney's Fees and Costs of Collection: In the event of a default by the Tenant(s) of any of the terms, conditions or covenants of this lease, Tenant(s) shall be liable for and shall pay Landlord all its collection costs, court costs, other necessary costs and expenses and reasonable attorney's fees, whether or not legal proceedings are instituted against Tenant(s).

Tenant(s) by signing this Addendum represents that Tenant(s) has received a copy of the Lease Agreement and a copy of this Addendum on or before the date the Lease Agreement was signed by Tenant(s) and deposit made.

LANDLORD: HOME RENTALS CORPORATION, 206 West College Street Suite 11, Carbondale, IL 62901  
\_\_\_\_\_  
Phone: (618)529-1082

TENANT(S) OF \_\_\_\_\_

Name: _____	Signature: _____
Name: _____	Signature: _____
Name: _____	Signature: _____
Name: _____	Signature: _____
Name: _____	Signature: _____