

House of Rentals, LLC.

1212 S. Division  
P. O. Box 77  
Carterville, IL 62198

Office (618) 985-3900  
Fax (618) 985-6053

LEASE AGREEMENT

RENT PER MONTH \_\_\_\_\_ DAMAGE/SECURITY/CLEANING DEPOSIT \_\_\_\_\_ PAID \_\_\_ / \_\_\_ / \_\_\_

LEASE BEGINS \_\_\_ / \_\_\_ / \_\_\_ LEASE ENDS \_\_\_ / \_\_\_ / \_\_\_ RENT DUE \_\_\_\_\_

1. This lease made this \_\_\_\_\_ day \_\_\_\_\_ 20 \_\_\_\_\_, by and between House of Rentals, LLC., of the City of Carterville, State of Illinois, the Lessor, hereinafter designated as the Landlord, and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

the Lessee(s), hereinafter designated as the Tenant(s) jointly and severally. The Landlord may or may not be the owner of the premises and may be acting as agent for the owner.

2. DESCRIPTION: The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, has agreed to lease unto the Tenant the following described premises: PREMISES LOCATION:

\_\_\_\_\_  
\_\_\_\_\_

3. TERMS AND RENT: The terms of this lease shall be for a period of \_\_\_\_\_ consecutive months, from \_\_\_\_\_ through \_\_\_\_\_ 12 Noon. The Tenant agrees to pay unto the Landlord, for rent of said premises, \$\_\_\_\_\_ on a monthly basis to begin the day of the written lease for a period in advance of not less than thirty (30) days. The total amount of rent to be paid for the entire period will be \$\_\_\_\_\_.

A. LATE CHARGES for OVERDUE RENT will be \$6.00 on the 6th day including rent due date, and \$1.00 per day there after. There is a five (5) day grace period, including rent due date, in which to pay rent and avoid late fees.

B. DISHONORED CHECKS

- 1. \$15.00 per every check returned. AFTER TWO CHECK RETURNS, CASH OR MONEY ORDERS WILL BE THE ONLY ACCEPTABLE PAYMENT.
- 2. Late fees WILL BE charged, starting from date rent was due (see Item 3, Section A)

4. SECURITY DEPOSIT: All premises shall be covered with a full security deposit at all times. Landlord is allowed a thirty day period in which to return the deposit. The security deposit is \$ \_\_\_\_\_. The deposit will be refunded in full if Tenant satisfies the CHECK-IN / CHECK-OUT requirements, and if premises are left in a clean, ready condition, which includes defrosting of refrigerator, cleaning oven, working light bulbs in all operable light fixtures, working batteries in all smoke detectors, and if premises are returned in undamaged condition (no alterations to premises to be made without Landlord's written consent). The deposit also covers damage for outside the premises and the common areas, caused by Tenant. Landlord reserves the right to retain all, or part of the deposit if these conditions have not been satisfied. There will be a \$40.00 charge for each lock (i.e. handle, deadbolt, interior locks) if keys are not returned. The security deposit will be forfeited in full for the following reasons:

- A. Termination of the lease prior to the expiration date, FOR ANY REASON. However, Tenant may find an assignee to take over lease under item #7 guidelines.
- B. Damages equal to or greater than SECURITY deposit.
- C. A combination of violations equal to the full amount of the deposit.
- D. Failure to take possession of said premises.

The forfeiture of the security deposit is not intended to be the exclusive remedy for recovery of damages to the premises caused by the Tenant. The Landlord reserves the right to seek additional lawful remedies for recovery of damages to the premises caused by the Tenant, which exceed the security deposit.

5. OCCUPANCY: The Tenant agrees that the said premises rented will be occupied by \_\_\_\_\_ person(s), and any persons not acceptable to the management shall not be permitted to occupy the same. Application must be made to the Landlord before additional persons(s) may occupy the residence; if accepted, an additional fee may be charged. "Guests" are allowed for not more than five (5) consecutive days without permission of the Landlord.

6. PLACE AND METHOD PAYMENT: Payment of rents may be made in person during regular business hours of 9 a.m. to 5 p.m. Monday through Friday at House of Rentals office located at 1212 S. Division, Carterville, IL. Checks shall be made payable to House of Rentals, LLC and may be mailed to House of Rentals, LLC, P.O. Box 77, Carterville, IL 62918. Our office phone number is (618) 985-3900.

7. ASSIGNMENTS: NO SUBLETTING. The Tenant agrees not to assign or transfer this lease without written permission of the Landlord and according to the Landlord's requirements. There is a \$ 25.00 processing fee for assignments. If Landlord finds an assignee for tenant, there will be a total charge of \$ 75.00 plus any advertising expenses.

8. REMEDY FOR FAILURE TO PAY RENT OR OTHER BREACH OF THE LEASE: In the event that any rent or additional sums required by this lease are not paid, or in the event of any breach or default of this lease, 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 partial liquidated damages and the Landlord shall not be required to take any action to mitigate damages on its behalf or to re-enter and/or relet the premises for the purpose of such mitigations of damages during the term of this lease. No re-entry hereunder shall bar the recovery of rent or damages for breach of any of the terms, or rules and regulations. Tenants will be responsible to pay any and all reasonable legal and attorney fees and court costs in connection with enforcement of the lease or a breach of this lease.

The Landlord shall have the option to:

- A. Terminate this lease, resume possession of the premises for its own account, and recover from the Tenant 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 account of the Tenant and recover from the Tenant the difference between the rents specified in this lease and the rent received upon renting for the term of the original lease.
- C. Allow the Tenant to assign the lease as in item # 7.

9. LIABILITY: The Landlord shall not be liable to any occupancy of said premises for damages and/or any inconvenience or injury as a result of an ACT OF GOD: flood, explosion, tornado, extreme weather, earthquake, hail or as a result of problems with appliances, heating/cooling units, water heater, etc. that were not the result of Landlord's negligence. Tenant is advised that the real property is insured, but the insurance does NOT cover Tenant's property (or any utility bills in Tenant's name). IT IS STRONGLY RECOMMENDED THAT TENANT OBTAIN RENTER'S INSURANCE.

10. ENTRY: A reasonable effort will be made to give prior notice to the Tenant before entering the residence; however, the Tenant agrees to allow Landlord to enter said premises for maintenance or repair with or without notice. It is further understood that Landlord RESERVES the right to ENTER, INSPECT or SHOW said premises any time during the lease WITH or WITHOUT prior notice.

11. VACATING PREMISES: At the termination of this lease or by any other means stated in this lease, the Tenant shall yield up immediate possession of said premises to the Landlord, and rent shall be paid in full. Any failure to do so shall result in Landlord being paid for the time and legal proceedings involved in monies to cover said failure.

12. UTILITIES & DEPOSITS: To be paid as follows: T: Tenant O: Landlord

Electricity \_\_\_\_\_ Gas \_\_\_\_\_ Water \_\_\_\_\_  
Trash \_\_\_\_\_ Telephone \_\_\_\_\_ Cable \_\_\_\_\_  
Other \_\_\_\_\_

TENANT AGREES TO MAINTAIN HEAT IN SAID PREMISES IN WINTER MONTHS AT A MINIMUM TEMPERATURE OF 55 degrees F or as needed to avoid frozen water pipes. Also, it is recommended that if a Tenant should leave premises for an extended amount of time, the cabinet doors under any sink be left open. If any pipes freeze due to Tenant's neglect, Tenant will be charged to repair damages. Landlord is not liable for any damages to Tenant's belongings as stated in Item 9.

13. The Tenant by execution of this lease agrees to comply with the following rules and regulations:

- A. To fill out and return check-in sheet within five (5) days of occupancy.
- B. To purchase window coverings within two weeks of possession if not furnished by Landlord; or Landlord reserves the right to purchase proper window coverings from Tenant's Security Deposit.
- C. To keep hallway in front of doorway clean and free of any obstructions.
- D. Allow "quiet enjoyment" by fellow tenants.
- E. To refrain from attaching any sticky substances to walls, appliances, floors, ceilings, windows or doors. Landlord recommends the use of small tacks.

- F. Tenant understands that ANY damages not documented when premises is leased will cause full or partial forfeiture of Tenant's Security Deposit
  - G. ABSOLUTELY NO PETS ARE ALLOWED UNDER ANY CIRCUMSTANCES (except where written permission is given by Landlord and a pet deposit is paid in full). Tenant promises not to keep pets on premises at any time. Violation of this promise can result in Landlord giving a five (5) day notice to vacate. Furthermore, Landlord reserves the right to enter said premises with or without notice and REMOVE PET and ascertain damages, which will be taken out of Tenant's Security Deposit.
  - H. To pay late fees on rent which is late, and to be responsible for bad checks.
  - I. To properly notify Landlord of maintenance needs. Tenant is aware that maintenance will not be performed for any Tenant who has any monies overdue. This includes any rent, late fees, security deposits, utilities, costs to repair damage due to Tenant negligence, and/or any other fees or any other monies owed to Landlord. Tenant agrees to allow Landlord to withhold maintenance until all monies are paid in full; however, if Tenant has permission for Landlord to pay late, maintenance may be done.
  - J. Tenant agrees NOT to litter the grounds and common area. Tenant will be charged for trash removal.
  - K. Tenant agrees to turn in all sets of keys upon vacating premises. Failure to do so will result in monies being withheld from Tenant's Security Deposit to rekey lock.
  - L. Tenant agrees not to do any extensive automobile repair in parking lot. Automobiles left in one area for a period of over five (5) days or left without valid state license plates will be towed at Tenant's expense, unless permission for automobile being left on premises is given in writing by the Landlord. Tenant agrees NOT to park in front of trash dumpsters or on lawn. In controlled parking lots, Tenant is responsible for obtaining proper parking permit.
  - M. TENANT AGREES TO ABIDE BY REGULAR OFFICE HOURS in regard to paying rent, calling in maintenance requests, etc., UNLESS IT IS OF AN EMERGENCY NATURE. EMERGENCY PHONE NUMBER IS 925-0335.
  - N. TENANT UNDERSTANDS THAT PREMISES ARE RENTED AS IS, unless any changes to be made are in writing on this lease. This is to include furniture, appliances, fixtures, floor coverings, etc.
  - O. DEADBOLT LOCKS AND ANY CHANGES in door locks must be purchased and installed through Landlord. No changes to the locks may be made without the Landlord's written permission, and it is the Tenant's responsibility to be sure Landlord has a current operating key at all times. If Tenants have not provided Landlord with a current operable key, the Landlord may elect to change locks without prior notice, and at such time, Tenants will be charged all expenses associated with rekeying locks.
  - P. Tenant agrees to be responsible for furnishing and/or replacement of light bulbs in premises and in personal hallway light.
  - Q. Tenant agrees to be responsible for replacement of batteries in smoke alarms. Tenant is advised it is a misdemeanor to REMOVE the batteries or disconnect the smoke alarm. If premise complex has a central fire alarm system, Tenant is responsible for any unnecessary City Fire calls.
  - R. LOCK OUT FEE is \$ 10.00 during office hours and \$ 25.00 after hours.
  - S. ABANDONED PROPERTY - Tenant agrees to promptly remove all of Tenant's 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 is deemed abandoned by Tenant and same 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. Belongings are considered abandoned once the electric has been disconnected.
  - T. Maintain the unit in a clean and sanitary condition at all times.
  - U. Where Tenant parking permits are required, it is the Tenant's responsibility to obtain the permit from the Landlord.
  - V. To maintain the yard and remove snow from sidewalk, driveway, and porches if premise is a house.
14. MAINTENANCE REQUESTS: All maintenance requests must be directed in writing to House of Rentals or verbally acknowledged by Landlord. Failure to notify Landlord of needed repairs will be considered a breach of this lease. DO NOT ARRANGE WITH OTHERS FOR REPAIRS.
15. RULES AND REGULATIONS: The Tenant hereby promises and agrees that any visitors shall comply with all reasonable rules and regulations which the Landlord may make from time to time, notice of which shall be given to all Tenants.
16. HOLDING OVER: Lease is to be renewed a minimum of thirty (30) days prior to the expiration date. Landlord reserves the right not to renew the lease. Extending beyond the term of the lease must be approved by the Landlord in writing.
17. PREMISES: Furnished \_\_\_\_\_ Unfurnished \_\_\_\_\_

18. INDEMNIFICATION AND HOLD HARMLESS: Tenant shall hold harmless Landlord from any damage or injury to any third person or persons, either as to their person or property, resulting from any negligent or careless act or omission of the tenant or from a willful or wanton or intentional act(s) or omission(s) of the Tenant in any manner relating to the occupancy or possession of the premises.

19. BREACH OF ANY COVENANT: If any of the aforesaid covenants are broken by Tenant or any party to the Tenant, the Landlord may give Tenant a five (5) day Notice to vacate the premises and terminate the lease.

20. BINDING EFFECT: The covenants, conditions, and agreements made and entered into by the parties hereto are declared binding on their respective representatives and assigns. YOU ARE ADVISED THAT THIS IS A LEGAL DOCUMENT AND YOU MUST BE AT LEAST 18 YEARS OLD TO SIGN.

IN WITNESS WHEREOF, the parties hereto set their hand and seals the day and year first above written.

HOUSE OF RENTALS, LLC.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS LEASE BEFORE SIGNING TENANT(S)

By: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Date: \_\_\_\_\_