

Lease Agreement

LESSOR HEREBY LEASES TO LESSEE(S) THE PREMISES KNOWN AND DESCRIBED AS: The insert type of residence home known as insert property address Champaign, IL 61820 and its yard. This is a new lease. DATE LEASE BEGINNING at noon on insert date 2006 LEASE ENDING twelve noon insert date and year. MONTHLY RENT \$insert rent. DATE DUE first day of each month and is considered paid late after the 5<sup>th</sup> of the month. Total obligation of this contract for twelve months is \$insert rent for full lease period. Landlord (Lessor) : Michael Markstahler Tenants (Lessee) : insert tenant names Your regular monthly rent is : \$insert rent Your damage deposit is: \$insert damage deposit

IT IS AGREED AS FOLLOWS:

Definitions-

Landlord may also be known as the lessor. The landlord is that individual(s) who has legal control over the property and the right to lease the property. The name(s) is listed above.

Tenant may also be known as the lessee. The tenant is that individual(s) who has filled out a rental application and signed this lease. Their name(s) is listed above.

Tenant Listee is that individual(s) listed by the tenant on the rental application. The privileges of the tenant listee are specifically limited to those outlined in Article 5 of this lease.

- The Markstahler Properties Handbook dated 01.04.06 is made a part of this lease.

Please read carefully!

SPECIFIC TERMS The specific terms of this lease as well as those found in the tenant handbook are designed to more clearly lay out the duties and rights of both the landlord and the tenant. The Tenant Handbook is an attachment to, and an integral part of, this lease.

1: The landlord will deliver the house in good clean condition, and free of insect Infestation or rodents on the beginning date of the Lease and Tenant will return the house in the same condition. All carpeting will be professionally steam cleaned prior to tenant occupancy. Upon leaving tenant is response for having all carpeting professionally cleaned. Tenants have examined the house, know the condition thereof, and acknowledge receipt of the same in good condition and repair.

2: While occupying the house the tenant shall immediately report any damage to the house to the landlord. Damage means, but is not limited to, such things as dents or holes in the wall, stains in the carpet, gouges in the vinyl flooring, torn screens or broken windows, broken knobs on doors, loose towel bars. If this unit has a gas kitchen range and they become inoperable due to clogging by cooking materials will be cleaned at the tenant's expense. Any damage to the property must be reported to the landlord within one day of it occurring. Failure to promptly report damage is good cause for eviction.

3: The tenant shall promptly report all items that require maintenance to the landlord. It is the landlord's responsibility to respond professionally to the problem. If the tenant has caused the problem, the landlord may at his discretion delay repairs until the time when the tenant is able and ready to pay for the repairs. The tenant will pay any repairs required due to damage caused by the tenant at the time of repair. Failure to promptly pay for such repairs is good cause for eviction. The landlord will make maintenance repairs as soon as reasonably possible. Any plumbing repairs caused by any articles flushed down the toilet or put down the drain will be paid for at the time of repair by the tenant. These articles include, but are not limited to, paper towels, food products, feminine sanitary products, tampon applicators (even those that state they are flushable), and excessive toilet paper.

4: During the length of this lease the tenant shall be responsible for insect and rodent control. Landlord shall be responsible for squirrels, ground hogs, raccoons or birds who invade the property. A tenant shall make certain that such insects or rodents are killed. The presence of insects or rodents for a time period longer than thirty days is good cause for immediate eviction.

5: The house shall be occupied only by the tenant and person(s) listed by the tenant on the application for rental. The purpose for listing the immediate foregoing individuals is to specifically name those who may stay in the house longer than five nights per month. No one except those listed above shall stay in the house over night more than five nights per month.

The listing of an individual in no way protects them from being later excluded from the premises under the provisions of article 37 of this lease. This includes any minors who are not the legal dependent children of the tenants but does exclude the legal dependent children of tenant provided those children are listed above. A tenant listee, other than the legal dependent children of the tenant, may be removed as a tenant listee either by the tenant or the landlord by either of these two sending a letter stating that an individual shall be removed from the list. New individuals may be added as tenant listees only if approved by the landlord in advance and then only by written addendum to this lease signed by both the tenant and the landlord.

6: Tenant shall provide all telephones. Tenants may not run new inside wiring for telephones without prior permission from the landlord.

7: The landlord and his agents have the right of free access at reasonable times for, but not limited to inspections, maintenance, pest control, or the showing of the house. The landlord shall, at his discretion, inspect the property every sixty days. Inspection of the premises may include examination of all walls, floors, ceilings, mechanical equipment, electrical panels, heat vents, closets, shelves, windows, doors, porches, attics, and fences.

8: When the tenant is notified that it is time to renew and if the tenant is either not ready to renew or affirms that they are not going to renew the landlord then has the right to show the unit at reasonable hours with a prior notice of two hours to the tenant before the showing.

9: The tenant shall immediately report to the landlord any problems with the furnace or hot water heater. Failure to do so shall be good cause for immediate eviction.

10: In the event the house is rendered untenable due to fire or other accidents, the landlord may at his discretion terminate the lease, repair the house within ninety (90) days, or offer an equal substitute. If the landlord should elect to terminate the lease any rents that may have been already paid for days beyond the date of termination, if the damage is not the fault of the tenants, shall be rebated to the tenant. This shall be done on a per diem from the date of election. If the landlord makes the election to terminate he must notify the lessees in writing.

11: The tenant shall observe such reasonable rules as required by the landlord which he deems necessary for properly and orderly care of the house including the yard. Any such rules, that may from time to time be established, shall be dated and given to the tenant in writing. These rules shall become part of this lease and are covered by the language of this lease.

12: No items other than decorative planters or lawn furniture or an outdoor grill shall be left in the front yard or on the porch for a period longer than two days. The landlord prior to their use must approve any other items that the tenant wishes to keep in the yard. Failure to follow these requirements shall be considered good cause for immediate eviction.

13: All animals, whether pets of the tenants or the property of others are strictly banned from the property including the house, yard and driveway. Lessee agrees not to keep pets in or about the leased premises without the advance written permission of the lessor. Lessee understands that the prohibition of pets also applies to pets of lessee's guests or visitors. If lessor finds a pet on the premises, lessee hereby agrees to pay a fine of \$100.00 dollars as liquidated damages, and an additional fine of \$25.00 dollars for each additional day the pet remains on the premises. This fine shall be applied in all cases, even those where tenant is "keeping" the pet for a friend or the pet is just "visiting" with a guest or visitor of lessee. If the pet remains on the premises for a period of two days or more from the date it is first observed by lessor, then lessee's rights to possession shall terminate and lessee shall vacate the premises immediately and pay all sums due hereunder including rent and penalties for the balance of the term of this lease

14: No inoperative or unlicensed vehicles may be parked on the property. The landlord has the right after four days to serve written notice to remove the same. Not more than one vehicle shall be permitted for any individual listed on the list that has a valid Illinois driver's license.

15: Driving or parking of cars or motorcycles on any portion of the lawns or sidewalks is prohibited. The tenant agrees to pay for any damage caused by such an act and remove the vehicle immediately. The tenant agrees that any vehicles found so parked may be towed without notice other than this clause.

16: The tenant agrees to make no alterations, additions, or repairs to the premises without prior written consent of the landlord. No stick-on items should be applied to the walls or ceilings. Only picture hangers with nails may be used to hang items on walls.

17: The tenant or their guests shall not disturb others with loud noise in any form. This includes, but is not limited to, stereos, televisions, musical instruments, and voices. Noise must be kept at an acceptable level. An acceptable level shall mean that noise from the above listed sources should not be heard beyond the boundaries of the yard.

18: The tenant shall arrange for the water, gas and electricity to be placed in their name and shall be responsible for all utility bills relating to the property during the term of this lease. The landlord shall pay for sanitary sewer fees. The landlord shall provide a 90 gallon wheeled garbage tote for the tenant. The landlord shall cause this to be emptied once a week when the tenant places the tote at the curb on the designated evening. Trash in excess of the 90-gallon tote shall be charged as an extra to the tenant. The landlord shall pay the fees of the Urbana-Champaign Sanitary District, property taxes and insurance on the rental property.

19: The landlord will provide two keys to the tenant at the beginning of the lease. All keys must be returned to the landlord at the termination of the lease. The tenant is responsible for the safekeeping of the same and will pay a fee of \$20.00 anytime the landlord or his agents are called to unlock tenant's house payable immediately. The tenant is strictly forbidden from lending their key to anyone not listed on this lease or from having copies of the keys made. ONLY THE LANDLORD MAY INSTALL LOCKS ON DOORS.

The landlord must have a key to all locks. Installation of a lock by lessee constitutes default under this lease. Please note the locks on the exterior doors are expensive. The keying system is an expensive one. Only one company in the State of Illinois is licensed to install the system or make the keys. If the tenant loses a key the cost of its replacement must be paid immediately by the tenant.

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20: The tenant will pay a late charge anytime the entire rent is not received by the landlord by the fifth day of each month, holidays and weekends included. On the sixth day of the month, a fifty dollar (\$50.00) late charge will be due immediately. This charge is specifically to cover the additional management costs required. Rent for any partial month will be due prorated by day. Rent for any partial days will be charged at the full daily rate.

21: Lessee's liability is not limited to the amount of the security deposit. Any balance of lessee's security deposit remaining due to lessee shall be returned to lessee's last known address within thirty (30) days after the termination of this lease. Lessee agrees that they are responsible for all damages to the property while the property is in their control when this damage is not covered by the landlord's insurance.

22: Tenant may be released from this Agreement, if approved by the landlord, by paying to the landlord a one hundred fifty dollar (\$150.00) fee upon notification of move out date and providing to the landlord an acceptable new tenant approved by the landlord,

however the tenant of this contract still remains liable for the rent, utilities, damages, cleaning costs, and reasonable attorney fees of this lease until released in writing. The new tenant must sign a new lease for the remainder of the term. If the tenant requests Markstahler Properties to search for a new sub-leasee then the \$150.00 is replaced by the actual cost of this effort. Even if Markstahler Properties is unsuccessful in finding a sub-leasee the tenant is responsible for this actual costs which will be billed and become due on a monthly basis.

23: Any rent check returned by the bank due to insufficient funds will be charged a twenty-five dollar (\$25.00) fee payable at the time the check is redeemed.

24: All tenants liable to the landlord for payment of rent or performance under the terms and conditions of this lease will be jointly and severally liable for the full amount of payment or performance under this lease.

25: The obligation of tenant to pay rent as provided for in this lease during its full term, or any extension hereof, or any hold over tenancy, shall not be deemed to be waived, released or terminated by the service of any five (5) day notice, demand for possession, notice that the tenancy hereby created will be terminated on a specified date, the institution of any action for forcible entry and retainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of tenant's right to possession of the demised premises.

26: Any holdover by lessee shall result in the creation of a month to month tenancy with double rent per month calculated on a per diem basis payable as per provided for in this lease. This immediate foregoing in no way should be construed as granting of extension to the lease. Its sole purpose is to establish price if, in violation of the lease, a tenant holds over a lease ending date.

27: The tenant shall provide sufficient heat at all times to prevent the freezing of water pipes on the premises. During cold periods and between the dates of October 1<sup>st</sup> and May 1<sup>st</sup> the tenant shall never turn the thermostat below 50 degrees. The tenant shall maintain water, gas and electric service during the full term of the lease period.

28: Lessee should procure renter's insurance on personal property belonging to the lessee. Lessor is not liable for loss or damage to personal property belonging to lessee.

29: There shall be in the unit and provided by the landlord **insert appliances that come with the property**. These are for the exclusive use of the tenants and shall not be used by others. Repairs to these appliances resulting from normal wear shall be the landlord's responsibility. Damage caused by the tenant shall be charged against the tenant.

30: Lessee is responsible for providing window treatments on any windows where there are none.

31: Landlord is responsible for the proper maintenance of the yard. At no time shall the landlord allow the grass to neither reach a height of 6" nor allow weeds to grow along the fence or against the side of the house. Lessee is required to regularly pick up and discard any litter or debris in the yard, on the sidewalk, or on the parkway in front of the house. Further the lessee shall keep the front porch and related sidewalks swept and neat.

32: No firearms shall be permitted on the premises unless this provision is in violation of law.

33: The basement is not considered a habitable space in the home. Any use made of this space by the lessee, other than incidental, is done so at their own risk. By using the basement the tenant assumes full responsibility, liability, and risk for any consequences and assumes all of lessor's responsibilities and liability resulting from the lessee or anyone else that uses the basement, except agents of Markstahler Properties.

34: The rental application is made a part of this lease. Any falsification on this application is good cause for eviction.

35: Any property left by the tenant upon vacating the house shall be deemed immediately abandoned and may be disposed of by the landlord. Vacating shall mean one or more of the following conditions – returning keys, gas and electricity to the property turned off, end of the lease period as dated on page one of this lease. The tenant agrees that any costs incurred by the landlord in this disposal are theirs to pay.

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36: Should the tenant abandon the house during the term of this lease the landlord has the right and option to take immediate possession thereof for the remainder of the term and at the landlord's discretion, remove and all property, release the house for such rent and under such terms as the landlord may see necessary and apply the proceeds to the balance of rent due. The tenant still remains liable for any unpaid balance of rent and for damages to the house and for all hauling labor and landfill tipping fee charges and all reasonable fees required to collect money due.

37: If the tenant, anyone listed on the lease, or anyone the tenant or anyone listed on the lease has given permission to come onto the property is arrested while on the property or arrested off the property for illegal activity engaged in on the property or if illegal drugs or drug paraphernalia are discovered in the house either by the landlord or any of his agents while performing activities granted in this lease then there shall be good cause for eviction.

38: Landlord reserves the right to exclude any individual from the said premises in the event that the landlord, in his sole discretion, determines that presence of said individual constitutes a threat to the residents and/or for the public good. Tenant may also ask in writing to have specific individuals banned from the property. Any such individual shall be deemed trespassing on the property. Specifically excluded at this time and for the entire duration of the lease is **no one** at time of lease signing. His presence on the property shall be deemed trespass. The tenant is required to immediately notify the landlord if such a person comes onto the property. In general, all individuals who have been convicted of the sale or possession of drugs, illegal firearms or stolen property and/or criminal damage to property or vandalism are excluded from the property. Any such individual shall be deemed trespassing on the property.

*Strictly band from the property and subject to immediate arrest for trespass if found in the yard, driveway, porch, , or inside the house **is no on at this time.***

38: The failure of the tenant to perform the foregoing covenants, or any one of them, shall constitute a breach of this lease and represents a good cause for eviction, and landlord may, under due process of law, evict tenant from said leased premises and may pursue any other remedy either at law or in equity.

39: In the event of default, lessee agrees to pay Court costs and attorney's fees incurred by lessor in enforcing the terms of this lease as well as in collecting damages, cleaning, and repair costs.

40: *Tenant's Certification. Tenants certify that they have read the entire contents of this lease and the Tenant Handbook and acknowledge receipt of copies. It is expressly agreed that this is the only lease between tenant and landlord and no verbal agreements of any kind shall be binding on the parties here.*

41: *Integration Clause. The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute or otherwise. If any provisions of this lease or any part of a provision of this lease shall be invalid or unenforceable under applicable law, such provision or part of a provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease. This lease is and shall be deemed made and entered into in Champaign, Illinois upon the signing and dating by both parties.*

IN WITNESS WHEREOF:

LANDLORD \_\_\_\_\_  
Michael Markstahler

TENANT(s) \_\_\_\_\_