

LEASE AGREEMENT

Date _____.

Term-Beginning _____ Ending _____ **12:00 Noon** Monthly Rent \$ _____.

Security Deposits \$ _____ Last Months Rent \$ _____ Total Rent Due \$ _____.

FIRST AND LAST MONTHS RENT IS DUE UPON FIRST DAY OF LEASE TERM.

TENANT(S)

Name _____

_____.

LANDLORD

Greg Badger Rentals
640 Castle Dr.
Charleston, IL 61920

Property _____
 Charleston, IL 61920

In consideration of the mutual agreements and provisions set forth below, Landlord hereby leases to Tenant(s), and Tenant(s) hereby leases from Landlord for a private residence only, the property designated above, together with fixtures and accessories belonging thereto, for the above term. All parties listed above as Landlord and Tenant(s) are herein referred to individually and collectively as Landlord and Tenant(s) respectively.

TENANT(S) SIGNATURE(S):

LANDLORD SIGNATURE:

TENANT(S) and LANDLORD HEREBY FURTHER AGREE AS FOLLOWS:

- (1) The premises shall be occupied and used by Tenant(s) for residence purposes only. Subletting will *only* be permitted with the consent of the Landlord. No more than _____ person(s) may occupy the premises without the written consent of the Landlord.
- (2) The Tenant(s) shall pay, when due, all charges incurred for utilities and services not expressly to be paid by Landlord.
- (3) A security deposit in the amount of \$ _____ has been paid to Landlord prior to occupancy and possession by Tenant(s) to guarantee the performance of the terms of this Lease by Tenant(s) it being expressly understood that this deposit will be returned to Tenant(s) within sixty (60) days after the Lease termination date. The security deposit refund shall be decreased in the amount of any damage to the premises incurred during the term of the Lease excepting fair and reasonable wear and usage. The Tenant(s) will leave the premises neat and clean. The Tenant(s) shall be required to clean the leased premises. Additional cleaning that must be done by the Landlord shall be charged to the Tenant(s) at the rate of \$30.00 per hour or part thereof. **All cleaning charges shall be construed as damages and shall decrease the amount of security deposit returned to the Tenant(s).** The Tenant(s) remain liable for any damages in excess of the security deposit. Default or breach of any terms of this Lease shall also be construed to be damages and shall result in forfeiture of the entire security deposit. It is expressly agreed between Tenant(s) and Landlord in any and all other remedies that Landlord may have by the terms of this agreement or under the law to recover damages against Tenant(s) for any breach or default in the terms of this Lease and that the damage items stated herein shall not be construed or in any way limit other damage claims. The security deposit shall not be used in lieu of the last month's rent payment. If deposit is used in lieu of rent tenants are liable for \$200.00 liquidated damages. Refund of any unused security deposit will be divided equally and payable to each Tenant by check.
- (4) In the event of a default or breach by Tenant(s) in any of the terms of this Lease, Landlord may, at Landlord's option, terminate this Lease upon ten (10) days written notice to Tenant(s) delivered to the premises, addressed to Tenant(s), notifying Tenant(s) of Tenant's default in the terms of this Lease, and then (10) days after such notice is delivered to the premises, or any part thereof, either with or without process of law, to re-enter and repossess the same, and to distrain and take possession of any personal property located therein for security for any rent or damages that may be due, and after thirty (30) days after such repossession, therein for offsetting any and all damages to Landlord (or breach in the terms of this Lease by Tenant(s)). If Illinois law provides for a shorter notice period, then such period shall apply.
- (5) In the event that the Leased premises shall be vacated during said term of Lease by Tenant(s), Landlord may take immediate possession thereof for the remainder of the term and at Landlord's discretion, re-let the same and apply the proceeds to the amounts due from the Tenant(s), and Tenant(s) to remain liable for the unpaid balance of the rent not recovered by subletting after payment of reasonable expenses incurred in such subletting by Landlord (advertising expenses, utility bills, etc.).
- (6) In the event that the Leased premises shall be rendered un-tenantable by fire or other casualty, Landlord may at Landlord's option terminate this Lease or repair said premises within thirty (30) days and failing so to do, or upon the destruction of said premises by fire or other casualty, the terms of this Lease hereof shall cease and terminate at no further liability to Landlord or to Tenant(s).
- (7) Tenant(s) shall not alter or reconstruct or make improvements on the premises without written consent of Landlord and shall not contract the repairs to the premises or its equipment and fixtures and furnishings without prior written consent of Landlord.
- (8) Time is of the essence of this agreement and the terms thereof. **Rent is due on the first day of each month. Late payment of rent shall result in a delinquency charge of \$15.00. All rents not paid by the 5th will be charged an additional \$2.00 per day for each day after the 5th until paid in full.** This late charge provision, however, shall in no way restrict Landlord's option to declare a default and proceed as otherwise provided for herein. The maximum late charge for a single month is \$150.00. The parties expressly agree that this charge is recognition of the fact that Landlord uses the proceeds of the rent to pay various expenses such as mortgage payments, taxes, insurance, and maintenance. If rent is paid late then Landlord may incur substantial additional late fees from banks, insurance companies, and the government. Late fees to Tenants apply regardless of whether Landlord incurs late charges referenced above.
- (9) The Tenant(s) agree to pay to the Landlord reasonable attorney fees incurred in the enforcement of this Lease or in the collection of damages under this Lease additional as liquidated damages, to be included on any judgment that may be rendered on this Lease. Tenant(s) also agree to pay reasonable attorney fees in connection with any unsuccessful claim against Landlord.

- (10) The Tenant(s) agree to vacate the property before or upon the expiration date of the Lease. If the premises are not vacated by or before the expiration date, the Tenant(s) agree to pay double the agreed monthly rent for each month or partial month during which the premises are not vacated by Tenant.
- (11) Tenant(s) agree to maintain a minimum temperature of 55 degrees Fahrenheit at all times during the heating season in all parts of the premises. At no time will the gas and electric service be disconnected during the heating season.
- (12) A \$75.00 charge per key will be assessed for any keys lost or not returned to Landlord at vacation of premises. This is based on the cost of replacing/re-keying the lock(s) and replacing the keys as well as the labor and time involved with replacing/re-keying the lock(s).
- (13) Any personal property left in or on the premises, will be disposed of or sold by the Landlord or his agent thirty (30) days after vacation of the premises. Any proceeds realized from the disposal or sale of such abandoned property will go to the Landlord.
- (14) Tenant(s) agree that the smoke detector was operating when occupancy occurred and that the Tenant(s) will replace the battery should it fail during the terms of this Lease.
- (15) Landlord and Tenant(s) agree that the rules and regulations relating to the use and occupancy of the premises by Tenant(s), that are included herein and by this reference incorporated herein, are reasonable.
- (16) Tenant(s) shall be responsible for all gas, electric, and water. Landlord shall be responsible for lawn care and trash removal. This paragraph applies during the term of the lease even during times when tenant is not living in the leased premises.
- (17) Tenant(s) shall be jointly and severally liable for any and all obligations and liabilities created by this Lease agreement.
- (18) Tenant(s) agree to pay a \$25.00 fee for any checks returned or not honored by the bank for any reason.
- (19) Tenant(s) agree to pay cleaning charges as provided in paragraph #3.
- (20) Tenant(s) agree to tenant regulations, which are attached.
- (21) Landlord has 14 days to cancel this Lease based on results of checking credit references or other references. If Landlord cancels this lease then Landlord shall promptly refund any security deposit paid by Tenant to Landlord.
- (22) Tenant(s) agree to report any water leakage or other water related problems as soon as they become aware of such problems. Tenant(s) shall be liable for any damage or additional damage caused by such delay in reporting. Tenant(s) agrees to be responsible for any increased water usage caused by any leaks, reported or unreported by Tenant(s).
- (23) Tenant(s) agree to maintain electric and water service on the premises during the entire term of the lease. Tenant(s) specifically agree to be liable for any damage to premises or contents caused or as a consequence of lack of electric power including but not limited to damage to refrigerator or flooding caused by failure to maintain electric and water service.
- (24) The parties agree that Landlord shall be liable for no more than \$25.00 for food spoilage caused by failure of refrigerator provided by Landlord.
- (25) The parties agree that if Landlord evicts Tenant(s) for breach of Lease or non-payment of rent, Tenant(s) shall remain liable for obligation to pay rent or late fees as provided in this Lease. Landlord has duty to make reasonable effort to re-let premises. The parties agree that once per week ads for five (5) weeks in the Daily Eastern News shall constitute reasonable and adequate effort on the part of the Landlord to mitigate damages. This is due to the high cost of such advertising, the student nature of the property, and the seasonal rental market in Charleston. Tenant agrees to be liable for costs of all advertising or other costs associated with re-letting premises. Landlord agrees to display a For Rent sign.
- (26) If Tenant(s), guests of Tenant(s) (including uninvited guests), or other third parties (known or unknown) damage premises, then Tenant(s) agrees to be liable for said damages.
- (27) If Tenant(s) damage premises or fail to clean premises and subsequent Tenant(s) is unable to move into property due to damage or lack of cleaning then Tenant(s) shall be liable to Landlord for any lost income or revenue.

- (28) This is the entire agreement between parties. Either party has made no other representations. No other party is authorized to make any representation.
- (29) Tenant(s) understand that Landlord may engage in construction and or improvements either inside or outside of the property during the terms of this Lease. Tenant(s) expressly agree that the Landlord may engage in such construction or improvements.
- (30) Landlord agrees to treat premises for household pests during the first two (2) weeks of the term of this Lease if reasonably necessary. After two (2) weeks, treatment for pests shall be the responsibility of the Tenant(s).
- (31) If Tenant(s) is responsible for trash and if Tenant(s) fail to provide proper disposal of trash then Landlord may arrange for disposal of trash or debris and Tenant(s) agree to be liable for cost of removing trash or debris.
- (32) All carpets were professionally cleaned prior to the start of this lease. Tenant(s) specifically agree not to clean carpeting themselves, and that they will either have Landlord arrange for professional cleaning or that Tenant(s) will have carpeting professionally cleaned and provide paid receipt to Landlord.
- (33) Any Tenant(s) signing this Lease are liable (and if more than one tenant, jointly and severally liable) for all obligations created by this Lease regardless of whether other proposed or prospective Tenants actually agree to sign or do actually sign this Lease. This is due to the fact that upon signing the Lease, Landlord will remove property from the rental market.
- (34) Only the Tenant(s) signed above shall occupy the premises. If Tenant(s) have a guest for more than two (2) consecutive nights, then Tenant(s) shall register guest. Tenant(s) and /or guest shall be charged and agree to be liable for an amount equal to the monthly rental amount divided by the number of Tenants signed above and then pro-rated for the length of the stay for each guest. If Tenant(s) fail to register guest, then Tenant(s) agree that guest shall vacate premises. In this case, Tenant(s) agree to be liable for the monthly amount of the rent divided by the number of Tenants multiplied by the number of months, or part thereof, which have elapsed since the beginning of the Lease.
- (35) If Tenant(s) fail to transfer utility service into Tenant's name or transfers service from Tenant's name to Landlord's name during the term of this lease (either voluntarily or due to non-payment of utility bills) then Tenant(s) agree to be liable for the utility bill in question plus 50% administrative fee, which fee will be not less than \$100 or more than \$1000.00.
- (36) For purposes of operating efficiency, Landlord reserves the right, upon five (5) days advance written notice to relocate Tenant(s) to another equivalent apartment unit if the premises are located in a multi unit building.
- (37) If the Landlord is providing Internet hardware and/or Internet service then Tenant agrees to keep proper anti-virus programs/protection current. Any Internet problems caused by viruses, worms, Trojan horses, adware, spyware, malware, or other anomalies, which originate from Tenants usage of Internet or Tenant's computer, will be responsibility of Tenant.

TENANT REGULATIONS

Rent is due the first day of each month as specified in this Lease, by check, cash, money order, or cashier's check. Rent is to be paid at the Landlord's address indicated above or through the office drop box at 1140 Edgar Dr.

The Tenant(s) are responsible to secure gas, electric, water in their name immediately upon the commencement date of this Lease and continue such service until the termination date of this Lease.

Tenant is responsible for replacing furnace filters and light bulbs.

The Tenants are expected to keep the premises clean and damage free. Landlord reserves the right to make periodic inspection of the premises.

All motor vehicles shall be parked on the Tenant's driveway or parking area at all times. Tenants shall instruct visitors to park their vehicles in their space. No vehicles will be permitted on the lawn.

No feminine products or other inappropriate materials are to be flushed down the toilet. Tenant agrees to be responsible for any damages caused by such conduct.

No nails, tape, or any devices with adhesive backings (mirrors, hooks, etc.) shall be placed on walls, ceilings, doors, window frames, other woodwork, or any fixtures in the leased premises. Only push tacks will be permitted to hang decorations in or on the property.

Unless specifically authorized by Landlord, Tenant agrees not to allow any pet to enter, visit or reside on premises either inside or outside.

If Tenant is not specifically authorized to keep an animal on premises, Tenant(s) is liable for \$200.00 liquidated damages per pet incident. Tenant(s) has three (3) days to remove animal. If not removed Tenant(s) shall be liable for \$200.00 liquidated damages for each three (3) days animal is not removed.

If Tenant is specifically authorized to keep a pet on the premises then Tenant(s) agrees that animal will not disturb other Tenants through excessive noise or waste. If Landlord receives complaints from other Tenants, Landlord can request that animal be removed from premises. If animal is not removed then Tenant(s) shall be liable for liquidated damages of \$200.00 for each three (3) days animal is not removed. If Tenant(s) is authorized to keep a pet on the premises then all Tenants agree to sign pet lease and pay additional rent. Tenant(s) agree to pay reasonable charges for cleanup of pet waste if not removed by Tenant.

No beer kegs will be permitted on the premises. Tenant(s) is liable for \$200.00 liquidated damages per incident.

No loud parties, to the extent of disturbing neighbors, will be permitted. Tenant(s) agrees that there shall be no gatherings in excess of ten (10) individuals in addition to the Tenant(s) signed on this Lease agreement. If such occurs, it will be cause for immediate eviction. No Tenant misbehavior will be tolerated. This is a cause for eviction.

No smoking will be permitted on the premises.

Sidewalks, stairways, balconies, and landings shall not be obstructed in any way for any purpose other than that intended.

No paper, bottles, cans or other debris in yard at any time.

No swimming pools, horseshoe pits, or any games or activities that may cause damage to lawn may be set up on property. Any such items will be removed and discarded by Landlord or his agent.

The premises shall be made available to Landlord and/or his agent for showing to re-let, refinance or sell. The Tenant(s) agree to keep the premises especially neat and clean during the time of showing.

All tenants are required to have a signed and notarized Lease Guarantee form turned in within ten (10) business days of receiving.