

LEASE

THIS LEASE, made _____ by and between THE WEINER COMPANIES, LTD., 211 E. Green St., Urbana, IL, Lessor, and _____ Lessee (s)

WITNESSETH:

1. That Lessor does hereby lease to Lessee the premises known as _____, to be occupied by said Lessee as a residence only, for and during the term commencing on the _____, at 10:00 a.m. and ending the _____, at 9:00 a.m.

2. That Lessee hereby agrees to pay the Lessor the sum of \$ _____ as rent for the above-described premises, payable in twelve equal installments of \$ _____, each of said payment being payable on the 1st day of each month of the term herein demised, and said payments to be made in care of Lessor at 211 E. Green St., Urbana, IL or wherever designated in writing by Lessor. Said rental payments shall be in default and shall draw a late charge of 5% of the total rental installment, from and after the 5th day of each month. Lessee shall incur a surcharge of \$35.00 for any check refused payment by Lessee's bank. This provision applies to checks made payable to Lessor for any purpose including rent payment, damage deposit, late fees, etc. All returned checks must be cleared immediately with cashier's check or money order only and include the return check fee of \$35.00.

8/22/17 DUE \$ _____ 9/1/17 and every first thereafter DUE \$ _____ Except for 8/1/2018.

No person, other than those named above, shall live on said premises or stay overnight thereon for a period of more than 14 consecutive nights without prior consent of Lessor, which said consent shall not be unreasonably withheld.

3. That Lessee has examined said premises and appurtenances, and is satisfied with physical condition thereof. Lessee agrees with Lessor that, at the expiration of the term of the lease, he shall clean the premises and all of its furnishings, including but not limited to, draperies and blinds, walls, windows, etc. Lessee agrees to have the carpets and furniture (where applicable) professionally cleaned upon termination of lease or Lessor will charge the Lessee the cost of the professionally cleaning. Lessee agrees to pay for any paint, breakage, replacement of smoke alarm or carbon monoxide detector batteries, light bulbs, damage or cleaning that occurs or is required, and hereby deposits \$ _____. This damage deposit shall be refunded to Lessee, in the event that, at the termination of this lease, no rental or utility payments, nor late charges, nor NSF check charges are due and owing to Lessor and no damage has been done to the leased premises, within 30 days of the expiration of the lease. Deposit refunds will be sent to designated agent's last known address.

4. Lessee may enter into a sublease agreement with a subtenant, who meets all of the criteria to be accepted as a Lessee by Lessor. Said sublease agreement shall be executed by Lessor, all Lessees, and the subtenant on a form acceptable to Lessor. In the event that a sublease agreement is entered into, Lessee shall remain liable to Lessor during the remaining term of this lease in the event sublessee defaults in any fashion. A sublease agreement may not be entered into if Lessee is in default in any fashion pursuant to the terms and conditions of this lease. Before the Lessor may process applications for a sublease, Lessee shall pay Lessor a fee of \$100.00 in cash or by a separate check made payable to The Weiner Companies, Ltd. In the event that Lessee wants Lessor to find a tenant for his/her apartment/house, Lessee agrees to pay additional charges for advertising and labor costs incurred by Lessor. Lessee will be required to provide Lessor with a deposit of \$200.00 before Lessor will help Lessee find a subtenant.

5. That Lessor shall have access to the leased premises for the purpose of making any needful repairs or maintenance, which said Lessor may see fit to make, and have the right to enter and show said premises to prospective renters or buyers with prior day notice, except in cases of emergencies where immediate access shall be granted. Lessee agrees to allow access to ENTIRE unit for showings and not restrict access to any part of unit. Lessor also shall have the right to affix signs "For Rent" in such places, as the Lessor shall determine.

6. That Lessee shall pay cost of all utilities (SEE CLAUSE #18) used in conjunction with the use of these premises during the term of this lease. Lessee further agrees to maintain working batteries at all times in each and every smoke alarm and carbon monoxide detector located on the premises. There will be a charge if the Lessor is

required to provide and/or change the batteries in any smoke alarm or carbon monoxide detector.

7. Lessor is entitled to a "locksmith" fee of \$50.00 for opening the premises when Lessee has lost his/her key. Said fee shall be payable at time service is rendered. Lessee will pay \$20.00 to receive a duplicate/replacement key. Lessee(s) are not permitted to make any copies of keys. If ALL keys have not been returned at the end of the lease, Lessee(s) will be responsible for the cost of a lock change.

8. LESSEE RESPONSIBILITIES

- A. To keep the dwelling unit in a clean and sanitary condition at all times.
- B. To not allow excessive accumulation of items.
- C. To take reasonable precautions to avoid stopping up the drains.
- D. To take reasonable precautions to avoid the freezing of water pipes by not turning off the heat, or turning the heat down too low (below 60°) during winter months.
- E. To place trash in the appropriate receptacles.
- F. To keep noise levels to a minimum and avoid disturbing the neighbors.
- G. To notify the Lessor of any needed repairs.
- H. To notify the Lessor immediately upon discovering any roaches, fleas, bed bugs, etc. If Lessor is not notified immediately, the treatment of the lessee's unit and/or additional areas may become the responsibility of the lessee.
- I. To pay full rent pending settlement of claims you may have.
- J. To inform Lessor of all maintenance work to be done to the rented unit and common areas, including installing air conditioning units, rather than attempting to complete the work on their own.

9. Lessor agrees to maintain the dwelling unit and premises. Lessor also agrees to make all needed repairs to the dwelling unit and furnished appliances and furnishings at Lessor's sole expense (SEE CLAUSE #19), except damage resulting from Lessee's negligence. Lessor shall provide pest control services and shall exterminate as needed to remedy pest or rodent infestation if not caused by Lessee. Lessee will be responsible for the cost if caused by he/she.

10. Lessor shall not be liable for any damage or injury occasioned by or from electric wiring, plumbing, water, ice, snow, rain, gas or sewerage or any other damages or injury howsoever caused nor shall Lessor be responsible for any accident to the Lessee or any occupant of premises, resulting from any cause whatsoever, and the Lessee agrees that Lessee will not hold the Lessor liable in any way, whether such accident occurs in the said premises, or in any part of said building or land surrounding the building. Lessor highly recommends Lessee to have Renter's Insurance. Lessor's insurance does not cover personal belongings.

11. WE BOTH AGREE

- A. We may repair any damage caused by Lessee and charge the cost to Lessee.
- B. In case said leased premises shall be rendered untenable by fire or other casualty, Lessor may, at Lessor's option, terminate this lease or repair said premises within 30 (thirty) days. Failure to so repair will terminate this lease without further liability to Lessee.
- C. Lessee shall surrender leased premises at the end of the term hereof in clean, sanitary and as good condition as received. Should Lessee fail to vacate at the termination of this lease, Lessor is entitled to double daily rent for every day or fraction of day past the termination date. Also, Lessee shall be liable for such other damages incurred through the loss of a prospective tenant by the Lessor and for additional expenses incurred by the injured parties. Lessor may take legal action to evict Lessee. Failure to be checked out by lease termination time will result in an additional late charge of \$150.00. Failure to return all keys to The Weiner Companies, Ltd. office by 9 am on lease end date will involve a lock change at Lessee's expense. Lessee shall not unplug refrigerator at lease termination.
- D. The party in default hereunder shall be liable for its reasonable attorneys fees and all other costs incurred in the enforcement of any provisions of this lease; additionally, the party in default hereunder shall be liable for collection fees of thirty-five to fifty percent.
- E. In case said premises shall be abandoned during the term of this lease, Lessor may take immediate possession for the remainder of the term and at Lessor's discretion relet premises and apply proceeds

upon this lease. The Lessee is to remain liable for the unpaid balance of rent, utilities and releasing expenses.

- F. Recovery of the premises or termination of the lease by Lessor shall not relieve tenant(s) of any obligations hereunder, and Lessor may let the premises to others upon such terms and conditions as he deems proper, and recover from tenant(s) sums due hereunder, less any consideration received from others for the use of the premises, for remaining term hereof, after paying expenses. In the event Lessor is unable to relet premises during the term of this lease, Lessee(s) is responsible for all sums due under this lease as if lease had not been terminated.
- G. The failure of Lessee to perform the terms, conditions, covenants, and regulations of this lease shall constitute a breach of the lease and Lessor may evict Lessee(s) from the premises and may pursue any other remedy at law or in equity. If Lessee defaults on any prior Lease with Lessor, Lessee shall be in default pursuant to this Lease. In the event of such a default Lessee right to possession of the premises shall terminate
- H. Lessee agrees to disconnect all utilities in his or her name by the expiration of his or her lease, but not prior to the lease end date.
- I. Lessor's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any facilities shall not be deemed a breach of this Agreement.

12. Lessee understands that Lessor is acting as an Agent for the Owner only, and the Lessor has the authority to execute this lease on behalf of said Owner. One or more real estate licensees may have ownership interest in the property you are leasing.

13. That no unlawful practice or commercial use shall be allowed in or on said premises or shall the same be used for any purpose, which will injure the reputation or credit of the premises or of the neighborhood. No house pets of any type shall be allowed on said premises. If Lessor finds a pet on the premises, Lessee will be charged \$250.00.

14. That should Lessee falsify any information contained on the application, which is attached to this lease and made a part hereof by reference, then Lessor shall have the right to declare this lease null and void and to terminate the tenancy hereunder. This lease is contingent upon Lessor's acceptance of a satisfactory application.

15. The acceptance of rent after it falls due, or after knowledge of any breach hereof by Lessee, or the giving of any notice or making any demand, whether according to any statutory provision or not, or any other act or waiver other than written waiver shall not be construed as a waiver of Lessor's right to act without notice or demand or of any other right hereby given to Lessor, or as an election not to proceed under the provisions of this lease. The rights and remedies of Lessor under this lease are cumulative, and the use of one or more thereof shall not exclude or waive the right to the use of any other remedy.

16. All covenants and agreements of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of the Lessor and Lessee.

17. The words "Lessor" and "Lessee" used herein shall include the plural thereof and the necessary changes required to make the provisions hereof apply to corporations or men or women shall be construed as is made. The liability of Lessees hereunder is joint and severable.

18. UTILITIES: _____

19. FURNISHINGS INCLUDE: _____

No indoor furniture is to be left on the porches/patios or outside the premises.

20. **Tenant waives any right he may have under the Illinois Administrative Code to have his security**

deposit held in a special account.

21. Each Lessee, by initialing paragraph below, acknowledges that Lessor has provided him/her with a copy of the pamphlet "Protect Your Family From Lead in Your Home".

22. Lessees hereby designate _____ as their agent to receive all refunds of damage deposit upon termination of this lease and to serve as the primary contact between Lessee and Lessor.

23. Lessor may use email to communicate with Lessee. These communications could include ledger balances, past due rents, late fees, charges billed back to Lessee, showings, etc. Lessee agrees to keep Lessor informed of any changes in email and/or phone numbers immediately.

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

Lessee:

Lessor, Weiner Companies Ltd.

