## The Weiner Companies, Ltd.

WEINER COMPANIES, LTD.

211 E. Green St. • Urbana, IL 61801 (217) 384-8001

# 1. Page 1

#### 1.1 PARTIES AND OCCUPANTS

THIS LEASE, made <<Lease Creation Date>> by and between THE WEINER COMPANIES, LTD., 211 E. Green St., Urbana, IL, Lessor, and <<Tenants (Financially Responsible)>>Lessee (s)

#### 1.2 LEASE DURATION

#### WITNESSETH:

That Lessor does hereby lease to Lessee the premises known as <<**Unit Address>>**, to be occupied by said Lessee as a residence only, for and during the term commencing on the <<**Lease Start Date>>**, at 10:00 a.m. and ending the <<**Lease End Date>>**, at 9:00 a.m.

#### 1.3 RENTS AND CHARGES

That Lessee hereby agrees to pay the Lessor the sum of \$Total charges for leasing period (Include Decimal XXX.00) as rent for the above-described premises, payable in monthly installments of <<Monthly Charges>>, each of said monthly payments 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 monthly rental payment, 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 for any reason. 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.

## <<Lease Start Date>> DUE <<Monthly Charges>> and every first thereafter DUE <<Monthly Charges>>.

Payments may be made to the office or through The Weiner Companies, Ltd. online portal. Lessee assumes all responsibility in delivering payment and maintaining their portal payments. It is up to the Lessee to cancel or adjust all automatic payments set up through the online portal. Any overpayment will be returned with the remainder of the security deposit at the end of the Lessee's tenancy.

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.

### 1.4 SECURITY DEPOSIT

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 professionally cleaned upon termination of lease (where applicable) or Lessor will charge the Lessee the cost to have the carpets professionally cleaned. Lessee agrees to pay for any paint, breakage, replacement of smoke alarm batteries, damage or cleaning that occurs or is required, and hereby deposits <>Security Deposit Charges>>. This security deposit is due at the time of signing. If the security deposit payment is returned for any reason, funds must be received within 48 hours of notification. If the funds are not received in this time frame, the Lessor has the right to void the lease and keep any collected payments.

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.

### 1.5 SUBLEASING

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.

#### 1.6 ACCESS

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. The parties understand and agree that Lessor will be damaged in an amount that is difficult to ascertain if access is not granted as agreed. The parties hereby fix the amount of such damage at \$150.00 for each such failure. Lessor also shall have the right to affix signs "For Rent" in such places, as the Lessor shall determine.

#### 1.7 ADDITIONAL REQUIREMENTS

That Lessee shall pay cost of all utilities (SEE CLAUSE #4.4) 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.

Lessee agrees not to use outlet multipliers or circuit protector power strips unless they are surge protected. If Lessee is found to have altered in any way or removed batteries from a smoke alarm or carbon monoxide detector or is found to be using an outlet multiplier or circuit protector power strip, the Lessor has the right to remedy the situation (replacing batteries, replacing the device, or removing the banned device from the property) and apply a fine to the account in the amount of \$25 per occurrence.

| X |              |  |
|---|--------------|--|
|   | Initial Here |  |

By initialing below, you acknowledge and agree to the terms in Section 1.



## 2. Page 2

## 2.1 LOCKOUTS

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.

## 2.2 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, rather than attempting to complete the work

on their own.

K. To replace furnace filters provided to the tenant. Each filter must be dated and is subject to inspection by the Lessor.

## 2.3 UNIT MAINTENANCE

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 4.5), 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.

A portion of Lessee's total amount due will be used to have HVAC filters delivered to their home approximately every **90** days. Lessee shall properly install the filter that is provided within two (2) days of receipt. Lessee hereby acknowledges that the filters will be dated and subject to inspection by Lessor upon reasonable notice to verify replacement has been timely made. If at any time Lessee is unable to properly or timely install a filter Lessee shall immediately notify Lessor in writing. Lessee's failure to properly and timely replace the filters is a material breach of this agreement and Lessor shall be entitled to exercise all rights and remedies it has against Lessee and Lessee shall be liable to Lessor for all damages to the property, A/C or heating system caused by Lessee's neglect or misuse.

Lessee understands and agrees that they are not to remove any window air conditioners (where applicable). Each window air conditioning unit shall be covered in the fall and uncovered in the spring. This cover is considered part of the window a/c, and Lessee will be responsible to ensure the cover remains in the unit for the duration of the lease.

## 2.4 LIABILITIY

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.

By initialing below, you acknowledge and agree to the terms in Section 2.



# 3. Page 3

## 3.1 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 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 by 9 am on lease end date will involve a lock change at Lessee's expense.
- D. The party in default hereunder shall be liable for its reasonable attorneys fees, the non-defaulting parties' 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 vacated 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.

### 3.2 AGENCY

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.

#### 3.3 USE OF PROPERTY

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 each occurrence. Smoking of any substances is not permitted in said premises. Should evidence of smoking be found, the Lessee(s) may face fines up to \$150 per occurrence. Additionally, any repairs or cleaning resulting from smoke damage or damage caused by pets to said premises will be charged against the security deposit. Locks are not allowed on any interior doors other than bathroom doors. Chain locks are not permitted.

#### 3.4 APPROVAL

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.

By initialing below, you acknowledge and agree to the terms in Section 3.



## 4. Page 4

#### 4.1 RIGHTS AND REMEDIES

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.

### 4.2 BINDING UPON SUCCESSORS AND ASSIGNS

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.

## 4.3 JOINT AND SEVERAL LIABILITY

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.

## 4.4 UTILITIES

Lessor shall pay << Utilities Included>>. All other utilities are to be paid by as follows: << Additional Lease Information>>

#### 4.5 FURNISHINGS

Lessor shall provide the following: << Appliances Included>>

In the event the Lessor provides additional furnishings, such as heat tape or a dehumidifier, the Lessee agrees to utilize the provided furnishings in the fashion they are meant to be used. If any damage occurs from the failure of the Lessee to use said furnishings, the Lessee assumes full responsibility for the cost of repair.

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

## 4.6 SECURITY DEPOSIT HOLDING

Tenant waives any right he may have under the Illinois Administrative Code to have his security deposit held in a special account.

#### 4.7 PROTECT YOUR FAMILY FROM LEAD

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".

#### 4.8 DESIGNATED AGENT

Lessees hereby designate Designated Agent 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.

## 4.9 COMMUNICATIONS

Lessor may use email and text 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.

#### 4.10 LEASE TERMS

The terms of this lease shall be interpreted pursuant to the laws of the state of Illinois. In the event any provision of this lease is deemed to be invalid or unenforceable, all remaining portions of the lease shall continue to be valid and enforceable.

## 4.11 LEASE VIOLATIONS

The Weiner Companies, Ltd. may elect to not offer renewal to any tenant that is found in breach of or otherwise violates any term within this lease.



By initialing below, you acknowledge and agree to the terms in Section 4.



## 5. Sign and Accept

## 5.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

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

| X | X           |  |
|---|-------------|--|
|   | Lessee      |  |
|   |             |  |
|   | Date Signed |  |
|   |             |  |
| X | X           |  |
|   | Lessor      |  |
|   |             |  |
|   | Date Signed |  |