



## LEASE AGREEMENT

This agreement made this **date, 20--** between Karen Stailey-Lander, "LANDLORD" and **Tenant**, "TENANT".

### WITNESSETH

1. PREMISES LEASED: The LANDLORD leases to the TENANT the property commonly known as: , **Normal IL 61761**.

2. TERMS OF LEASE: This lease shall be for **12** months, beginning on the **date** and ending on the **date**. A minimum of 30 days written notice to vacate shall be given before termination by either party.

a) If lease is terminated by TENANT prior to the ending date, TENANT shall forfeit all security deposit and shall be responsible for all expenses (advertising, etc.) related to securing a new tenant and TENANT shall continue to be responsible for all terms of this lease agreement until a suitable tenant, (approved by LANDLORD) assumes possession of the property or until the ending date, whichever comes sooner. This clause does not apply if TENANT purchases a property through LANDLORD as their REALTOR and LANDLORD receives a commission as a result of the sale.

b) If a 30 day written notice to vacate is not received from tenant, it shall be assumed the lease will be automatically renewed under the same terms except that rent may increase. If TENANT vacates without giving a 30 day notice, TENANT shall forfeit all security deposit.

3. RENT: TENANT agrees to pay as rent the sum of **Dollars** per month payable on or before the first of each month. There shall be a delinquent penalty of \$25 for rents not received by the fifth day of the month. Each person shown as TENANT shall be jointly and severally liable for the rental payments due under this lease. A charge of \$25 will be assessed for any payments determined to be NSF. Make checks payable to Karen Stailey-Lander and mail to 18864 Old Principal Road, Heyworth, IL 61745-7700 or electronically pay rent via Venmo (Karen Lander@Lander1\_Property\_Management).

4. UTILITIES: TENANT is responsible for all utilities, lawn care and snow removal.  
LANDLORD is not responsible for any utilities, lawn care or snow removal

5. USE AND CARE OF LEASED PREMISES: The premises shall be used by TENANT solely for residential purposes. No one other than the person(s) listed above as TENANTS may reside in this property. TENANT shall not allow any unlawful or immoral practice to be committed upon these premises, nor use the premises for any purpose in any manner that could increase the insurance rate on the property. Further, the use of the premises by TENANT shall be in a manner consistent with the rights of other residents of the neighborhood and so as not to cause undue disturbance. TENANT shall not allow any other person(s) to occupy the premises rented, excepting casual visits of friends or guests limited to a three day stay.

This is a no smoking residence. Any smoking on the premises shall be limited to outside the structure.

TENANT shall be liable for any damage to the premises or the furnishings and appliances within the property. Upon termination of the Lease, the unit including the furnishings and appliances shall be left by TENANT in a sanitary, clean condition, suitable for immediate lease to another tenant. Failure to do so shall result in a reduction of security deposit refunded. LANDLORD'S decision as to condition and necessary expense to render the unit in a usable condition shall be binding upon the parties.

6. SECURITY DEPOSIT: TENANT has deposited with LANDLORD, the sum of **Dollars**, to be applied against any expenses or damage to the premises or furnishings, including unpaid rents; unpaid utility bills; and cleaning expenses. TENANT agrees to make an inspection of the premises within the first week of occupancy using the attached checklist. This checklist shall be signed by both LANDLORD and TENANT and made a part of this lease agreement. An additional inspection will be made within a week after tenant vacates the property at the termination of this lease to determine the extent of any damage. As per the checklist, charges deducted from deposit may include, but are not limited to: cleaning stove, cleaning refrigerator, removal of any trash, debris or remaining personal property, excessive general cleaning, failure to return the key within 24 hours of last rental day. Attorney fees, court costs, repairs necessitated by negligence of the TENANTS and any other costs or losses caused by TENANT, are also deductible from the deposit. Where there is no such damage or loss, the full Security Deposit shall be refunded. Security Deposits will be processed by LANDLORD within thirty days after proof of payment of all final utilities.

7. ALTERATIONS: TENANT shall make no alterations in or on the premises or equipment without the prior consent of the LANDLORD.

8. DAMAGE TO TENANT'S PROPERTY: LANDLORD shall not be liable for any damage to TENANT'S personal property occasioned by fire, theft, and any other hazard or condition thereof, or any malfunction of equipment upon the premises. The LANDLORD shall not be liable for any damage arising from the acts or neglects of other residents/occupants of the property or any owners or occupants of adjacent property. The LANDLORD shall not be liable for any damage to TENANT'S personal property occasioned by the failure to maintain plumbing, water, gas, sewer or other pipes, nor from the back up of storm or sanitary sewers, nor from the bursting of any tank, water closet or waste pipe in or about the building or premises. TENANT is advised to maintain renter's insurance.

9. ASSIGNMENT AND SUBLETTING: TENANT shall not assign or sublease these premises without first obtaining LANDLORD'S written consent.

10. ENTRY: The TENANT agrees that at reasonable times prior to the termination of this lease, the LANDLORD or its agents may post a "For Rent" sign on the premises and enter the premises for the purpose of inspection, cleaning or repairs, or to show the property to perspective new tenants.

11. LANDLORD'S LIEN AND DEFAULTS: TENANT agrees that upon failure to timely pay rent the LANDLORD shall automatically have a lien upon all of the TENANT'S personal property located on the premises, including motor vehicles. Upon the non-payment of the whole or any portion of rent herein or the breach of any term or condition of this lease by TENANT, the LANDLORD may, at his election, either distraint for rent due, or declare this Lease at an end and recover possession as if the property were held by forcible detainer. The TENANT hereby waives any notice of election or any demand for the possession of the said premises.

12. PETS: (Choose one)

\_\_\_\_\_ No pets or animals of any kind may be kept or harbored in the leased premises without LANDLORD'S prior written consent and payment of a one-time non-refundable \$300 pet fee.

\_\_\_\_\_ TENANT has the authorization to harbor **dog/cat** in the leased premises. TENANT has paid a one-time, non-refundable \$300 pet fee. This fee is not considered a part of the security deposit.

13. ACKNOWLEDGEMENT: TENANT acknowledges that the Karen Stailey-Lander, OWNERS/MANAGER of the leased premises is a licensed Real Estate Broker in the State of Illinois. As required by Illinois State law, OWNERS/MANAGER discloses to TENANT they are not acting as agents of the tenant. They are acting in their own best interests.

14. AGREEMENT: TENANT agrees to not allow large gatherings on the premises or cause noise that would be a disturbance to neighbors at any time. **This provision will be strictly enforced.**

15. ADDITIONAL RULES AND REGULATIONS:

a.) TENANT agrees not to change or add locks on any door; paint, or make holes in the ceilings; run cable or install satellite dish without prior written permission of the LANDLORD.

b.) If LANDLORD does grant permission to install satellite dish, TENANT agrees to mount such equipment on a post, not on the roof or any part of any structure. Failure to adhere to this guideline will result in automatic forfeiture of TENANT'S entire security deposit.

c.) TENANT agrees to maintain trash and garbage in a receptacle designed for such purpose and to keep this receptacle out of sight from the street.

d.) TENANT agrees to keep the grass cut as required by the Town of Normal.

e.) If fines are levied by the Town of Normal for any ordinance violation, including, but not limited to: failure to adhere to subparagraph c and d above, the TENANT agrees to pay any and all such fines.

f.) TENANT agrees to keep utility payments current. If the utilities are shut off for any reason and damage is done to the lawn or any part of the property, TENANT agrees to pay to repair such damage.

g.) TENANT agrees to remove all exterior holiday lights/decorations if used, within 30 days following the holiday.

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date