

## Residential Lease

### ██████████ - Property Management

Owner/Agent, ██████████ (Landlord) in consideration of the following agreements with resident, known as: ██████████ (tenant) hereby rents the dwelling located at ██████████ **1950 N. Illinois Ave. Apt 4A Carbondale, IL 62901** for the period commencing on the 1st of Dec, 2024 and thereafter until the 31st of Dec, 2025 at which time this agreement is terminated. If more than one tenant enters this lease, all tenants agree they are jointly and severally liable for all lease obligations. Resident in consideration of Owner/Agent/ permitting him to occupy the above property, hereby agrees to the following items:

1. To pay as rent the sum of \$ 550.00 per month, due and payable monthly in advance no later than 5:00 P.M. on the 5<sup>th</sup> of every month. Partial payments are not accepted.
2. Resident agrees to pay a daily late charge of \$5 00 for each day the rent is not received by Owner/Agent, regardless of cause, including dishonored checks, time being of the essence. An additional service charge of \$20.00 will be paid to Owner/Agent for all dishonored checks.
3. Payment of rent may be made by personal check until the first check is returned unpaid. Owner/Agent has the right to insist that subsequent payments be made by cashier's check, certified check or money order.
4. All rent checks should be made payable to: ██████████
5. Resident further agrees to be responsible for the first \$50.00 of any repairs or maintenance required on the property for the term of the lease. This deductible applies per occurrence.
6. Resident agrees to use said dwelling as LIVING QUARTERS ONLY for adults and/or children named same as above and to pay \$50.00 each month for each other person who shall occupy the premises as his/her living quarters.
7. Resident agrees to accept the property in its current state of cleanliness, and to return it to "moving in clean" condition or to pay a special cleaning charge of \$125.00 upon vacating the premises.
8. Pet Agreement: A non-refundable deposit in the amount of \$250.00 will be charged to Resident upon signing lease agreement. If damage and repairs due to said pet total more than deposit, Resident is responsible for the supplemental costs. Tenant agrees not to hold Landlord liable for any action or presences of pet(s) on property. Every breed must have written landlord approval. No exotic animals permitted on premises.
9. Resident is to be responsible for insect, rodent, and pest control.
10. Resident agrees not to assign this agreement, nor sublet any part of this property, now to allow another person to live therein other than as named in paragraph #6 above, without first receiving written permission from the Owner/Agent and paying the appropriate surcharge.
11. Resident will be responsible for payment of the following: electricity, water and sewer, telephone, cable tv, and other bills incurred during residency. Resident specifically authorizes Owner/Agent to deduct amounts of any unpaid bills from the security deposit upon termination of this agreement.
12. No rights of storage are given by this agreement. The Owner/Agent shall not be liable for any loss of property by fire, theft, breakage, burglary, compromised piping, electrical failures or

- otherwise, nor for any accidental damage to persons property in or about the leased premises resulting in electrical failure, water, rain, windstorm, etc. which may cause issue of flow into or from any part of said premises or improvements, including pipes, gas lines, sprinklers, or electrical connections. Resident hereby agrees to purchase needed insurance, or to provide self-insurance in adequate amounts to offset any risk.
13. Any removal of Owner/Agent property without express written permission from the owner/agent shall constitute abandonment and surrender of the premises and termination by the Resident of this agreement. Owner/Agent may take immediate possession, exclude resident from property, and store all Resident's possessions at Resident's expense pending reimbursement in full for Owner/Agents loss and damage.
  14. Owner/Agent has the right to emergency access at any time and access during reasonable hours to inspect property or to show property to prospective residents.
  15. Resident agrees to pay security deposit of \$ 250.00 to secure Residents pledge to full compliance with terms of this agreement. Note: The security deposit may not be used to pay rent under any circumstances. Any damages not previously reported on the appropriate check-in form will be repaired at Resident's expense with funds other than the security deposit.
  16. Release of security deposit is subject to the provisions of state statutes as follows:
    - a. The full term of the agreement has been completed.
    - b. No damage of deterioration to the premises, building, grounds, is evident.
    - c. The entire dwelling, appliances, closets, cupboards are clean and free from insects, the refrigerator is defrosted, all debris and rubbish have been removed from the property, carpet are vacuumed and professionally cleaned and deodorized.
    - d. All unpaid charges have been paid including late charges, visitor charges, pet charges, delinquent rents, etc.
    - e. All keys have been returned.
    - f. A forwarding address has been left with the Owner/Agent
  17. If resident leaves said premises unoccupied for (15) days while rent is due and unpaid, Owner/Agent is granted the right hereunder to take immediate possession thereof and to exclude resident therefrom, removing all resident's property contained herein and placing it into storage at resident's expense.
  18. If resident abandons the property and give evidence of that abandonment by actions such as moving out and leaving residence unoccupied, and/or terminating utility services during the term of the lease that shall constitute breach of tenancy as agreed on Page one (1), and termination by the Resident of this agreement. Owner/Agent has the right to take immediate possession thereof and to exclude resident therefrom; removing all resident's property contained therein and placing it into storage at resident's expense.
  19. If resident is late (2) times, rent and discounted rent automatically increased by \$50.00 without affecting any other terms of the agreement.
  20. If any violation of this agreement occurs such as non-payment of rent on time or issuing a bad check to Owner/Agent, Resident agrees to reimburse the Owner/Agent the actual or reasonable cost of collecting without protest.
  21. Resident agrees to accept said dwelling, all furnishings and appliance therein as being in good and satisfactory condition unless a written statement of any objections is delivered to the Owner/Agent within three (3) days after Resident takes possession. Resident agrees that failure to file such a statement shall become conclusive proof that there were no defects of note in the property. Resident agrees not to permit deterioration of the premises during the period of this agreement to woodwork, floors, walls, furnishings, fixtures, appliances, windows, screens, doors,

- lawns, landscaping, fences, plumbing, electrical, air conditioning, heating, and mechanical systems. Resident specifically agrees that they will be responsible for, and agrees to pay for, any damages done by rain, wind, or hail caused by leaving windows open; overflow of water, or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping whether caused by drought, abuse or neglect
22. Resident agrees to not park or store a motor home, recreational vehicle, or trailer of any type on the premises without written permission from owner/agent and to park only (2) automobiles only on the concrete surfaces. Resident agrees that immobile vehicles or vehicles that have been sitting on the property for (15) days and not in use will be removed at resident's expense. Resident must take reasonable actions and efforts to restore vehicles and to remove said vehicles to maintain safe grounds of the property.
23. Residents' obligations accordant to the state statues are as follows:
- a. Take affirmative action to ensure that nothing is done which might place the Owner/Agent in violation of applicable building, housing, and or health codes.
  - b. Keep the dwelling clean and sanitary, removing any garbage and trash as it accumulates, maintaining plumbing in good working order to prevent stoppage and or leakage or plumbing fixtures, faucets, pipes, etc.
  - c. Operate all electrical, plumbing, sanitary, heating ventilating, air conditioning, and other appliances in a reasonable and safe manner.
  - d. Assure that the property bellowing to Owner/Agent is safeguarded against any damages, destruction, loss, removal or theft.
  - e. Residents will conduct themselves in a manner that does not disturb others.
  - f. Allow the owner/agent to the premises for the purpose of inspections, repairs, or to show the property to someone else at reasonable hours on request and to specifically authorize control, maintenance estimates, serving legal notices, or emergencies.
  - g. Live up to all provisions of this Agreement, particularly with respect to paying the rent on time and caring for the property.
24. No locks may be changed or added on any door without written permission from the owner/agent. Owner/Agent is to be provided duplicate keys of all locks so installed at Residents expense within twenty-four (24) hours of installation of said locks
25. Resident will be responsible for any all-attorney fees in the event of litigation.
26. Resident is responsible for all plumbing repairs including but not limited to faucets, leaks, stopped up pipes, frozen pipes, water damage and bathroom caulking.
27. Resident is responsible for all glass, screen, and storm door repairs.
28. Resident warrants that nay work or repairs performed by resident will be undertaken only if they are competent and qualified to perform it Resident will be totally responsible for all activities to assure that work is done in a safe manner which will meet all applicable codes and statues. Resident further warrants that they will be accountable for any mishaps and/or accidents resulting from such work and will hold the Owner/Agent free of harm, litigation or claims of any other person. In the event repairs are needed beyond the competence of the Resident, Resident should utilize contracted services. Resident should also contact Owner/Agent.
29. Applicants or furniture in the unit at the date of the lease are loaned, not leased to the resident. Maintenance of appliances or furniture is the responsibility of the resident who will keep them in good condition. The rental payment specifically excludes all appliances of any kind. Appliances contained in the property are solely for convenience of the residents. Owner/Agent assumes no responsibility for their operation. In the event appliances become unsatisfactory after occupancy

- by Resident is started, the resident shall pay to have them repaired at no cost to the owner/agent or request the owner/agent have them removed.
30. No money is to be deducted from the resident from rent payment for any reason without express written permission from owner/agent.
  31. Resident accepts the entire responsibility for charge and conditioner compressor and the cleaning of HVAC systems and general maintenance of said systems.
  32. Resident agrees to maintain the premises in a manner that prevents the occurrences of an infestation mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities
    - a. Resident agrees to keep the premises free of dirt and debris that can harbor mold.
    - b. Resident agrees to immediately submit a written report to Owner/Agent of any perceived significant mold growth on surfaces of the premises.
    - c. Resident agrees to utilize bathroom in a way that does not contribute to mold growth.
    - d. Resident agrees to clean and dry visible moisture on surfaces.
    - e. Resident agrees to indemnify and hold harmless the owner/agent from any actions, claims, losses, damages, expenses including but not limited to attorney's fees, that the agent/owner may sustain or incur as a result of the presences of mold.
    - f. Resident agrees to hold owner/agent and its owners, directors, officers, employees, contractors harmless and hereby waives all claims for damages of any kind against the owner/agent for any injuries, claims, demands, causes of actions, present or future which resident or residents' occupants or guests may suffer arising out of mold or milder in the premises. This applies the general accidental injury or suffering that may take place on the premises to include but not limited to failing infrastructure, accidents, slips and falls, and other events that may cause suffering.
  33. All parties agree that termination of this agreement prior to the termination date, regardless of cause, will constitute breach of contract as agreed on page one (1), and all security deposits shall be forfeited. In favor of the owner as liquidated damages at owner/agent's option following termination. Furthermore, tenant shall pay to landlord costs, expenses, and attorney fees in and about the enforcement of covenants and agreements of this lease. In the event of early termination, the landlord will be entitled to receive the full annual lease amount
  34. Any holding over after the expiration of this agreement, with the consent of the owner/agent, shall be construed as a month-to-month tenancy with the terms of this agreement continuing to be applicable until either party shall terminate the agreement by giving the other party thirty (30) days written notice.
  35. Owner may be represented by appointed agent.
  36. The owner/agent holds the right to make any necessary maintenance or repairs to the premise that the owner deems suitable within the owner's capacity in alignment with Resident responsibilities and expectations.

\_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Resident**

Printed Name \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: 11/22/2024