



RENTAL AGREEMENT
(Phone 233-4663)

THIS AGREEMENT, dated _____, is by and between _____, "Management", and _____ "Tenants," for rental of the dwelling located at _____, IL under the following terms and conditions:

Fixed-Term Agreement (Lease)--Tenants agree to lease this dwelling for a **period of _____ full months**, beginning _____ and ending _____. Upon expiration, this Agreement shall become a month-to-month agreement **AUTOMATICALLY, UNLESS** either Tenants or Management notify the other party in writing at least thirty days prior to expiration that they do not wish this Agreement to continue on any basis. Month-to-month period to run from the first (1st) day of each calendar month. Second month will be pro-rated if Tenant moving in other than the 1st day of the month. Should Tenant fail to occupy the Premises for the minimum term for any reason, such shall be a breach of the Rental Agreement, and **Tenant shall be liable for Management's damages resulting from such breach, such as loss of rent until unit is re-rented or the completion of the minimum term, whichever is less, advertising costs; reimbursement of any move-in credits given to replacement tenants, utility costs while vacant; yard maintenance costs while vacant, transportation costs to show until re-rented, and other costs and fees as described within this Rental Agreement.**

Rent--Tenants agree to rent this dwelling for the sum of \$_____ per month payable in advance. The first month's rent is \$_____. The garage structure, if any, is **not** included as part of the dwelling. Use of the garage, if any, is not permitted without **prior written approval** of Management. **Any payment given will always be first applied to outstanding balances, additional rent, or other charges, with the balance of the payment applied to the current rent due, no matter what the memo line of the check says.**

Payment of Real Estate Taxes -- Tenant shall be liable for the payment of real estate taxes with respect to the Residence, in accordance with the terms and conditions of Section 200/15-175 of Chapter 35 Illinois Compiled Statutes, as amended (35 ILCS 200/15-175, (1994)). The permanent real estate index number for the Residence is: _____. Tenant shall be deemed to be satisfying Tenant's liability for such real estate taxes through the monthly rent payments as set forth above.

Form of Payment--Tenants agree to pay rent in the form of a personal check, a cashier's check, or a money order made out to Management.

Rent Payment Procedure--Tenants agree to pay their rent by mail addressed to the Management at the following address: _____ or in such other way as the Management will advise the Tenants in writing. There is a \$20 service fee charged to Tenants if Management is requested to pick up the rent unless pre-approved by Management. **IT IS NOT THE MANAGEMENT'S RESPONSIBILITY TO COME BY AND COLLECT THE RENT.**

Returned Checks--If, for any reason, a check used by Tenants to pay Management is returned without having been paid, Tenants will pay a returned check charge of \$30 AND take whatever other consequences there might be in making a late payment including accumulated additional rent. After the second time that a Tenant's check is returned, Tenants must thereafter secure a cashier's check or money order for payment of rent.

Rent Due Date: Rent Late Date--The due date for the rent owing under this Agreement is the **first (1st)** day of every calendar month. The late date is the **second (2nd)** day of every calendar month. In other words, Tenants may pay their rent on or before the due date without being late. The very next day the rent is late. Management expects to have **RECEIVED** the rent before this date. If Tenants' rent is due on the first, it must be paid on or before the first to be "on time." **ALL PAYMENTS MAILED WILL BE CONSIDERED UNPAID UNTIL RECEIVED BY MANAGEMENT.** Rent will be considered late if received by the Management after the due date and not postmarked at least two Postal Service working days prior to the due date. For every two late rent payments, rent will be automatically raised a minimum of \$25 at the option of the Management. This is not to be construed to give any right to pay late and

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Tenant(s) will be in default of this Rental Agreement which can be terminated at the option of the Management.

Discounts –

ON-TIME DISCOUNT: In order to encourage Tenants to pay their rent promptly, Management will give Tenants a discount of **\$25.00** when the rent is paid BEFORE the late date mentioned above. Discount is also contingent upon the following:

Mowing the lawn for the entire property, shoveling the snow/ice from front porch, and front and parkway sidewalks, and raking the grass/leaves as often as necessary and keeping the inside and outside of premises clear of trash and debris at all times.

REO Text Alerts – Tenant agrees, if they have a cell phone, to sign up at move-in with their phone for the **REO Text Alert** service. This allows Management to communicate efficiently if there are vital or emergency issues that will affect you as a tenant of REO. If Tenant changes phone numbers, they should sign up for the REO Text Alert service again with the new number by texting **REOAlert** to **41411**.

Snow/Ice—Tenants agree to keep walkways clear of snow and ice within 12 hours of any accumulation. Should the management have to hire someone to remove snow or ice left unattended, the tenant will be charged for the service as additional rent. Any City Violation resulting from not keeping walkways clear are the responsibility of the tenant.

Move-In Credits: Tenant agrees that if Management gave Tenant a move-in rent credit or any discounts (including on-time monthly rent discounts, that Tenant is responsible for the repayment of these such credits or discounts if Tenant fails to fulfill initial term of the Rental Agreement.

Additional Rent--Management expects Tenants to pay the rent promptly. Should exceptional circumstances prevent prompt payment, Tenants agree to pay an additional Rent of \$5.00 per day, for each day rent is not paid after the 10th of the rental period. Since determining Management's actual damages caused by Tenants' late payment would be difficult or impractical, both parties agree to regard the Management's damages as equal to the amount given here.

Court Action--**A court action to remove the Tenant for non-payment of rent in full can and may begin by the 8th day of the month.** All court related costs are to be paid by the tenant, even if the suit is dismissed due to payment in full. Tenant agrees to pay Management the sum of One Hundred (\$100) Dollars as Additional Rent as liquidated damages for each and every separate time Management must appear in court regarding any and all violations of the Rental Agreement.

Deposits--Tenants agree to deposit with the Management the sum of \$_____ payable before they occupy the premises. Security Deposits will not be allowed to cover any future rent payment. Management may withhold from these deposits only what is reasonably necessary to cover the following tenant defaults: 1) damages to the dwelling; 2) certain cleaning costs following Tenants' departure; and 3) unpaid rent, late fees and various other accrued and unpaid charges; 4) legal expenses, costs of collection, loss of personal property of Owner included in this Rental Agreement, loss of rents, service fees, non-sufficient fund fees, tenant caused billing, pest control, change of locks if keys issued are not returned or if Tenant provides an unauthorized person with any key to the property, termination fees, and re-rent fees.. No part of these deposits may be applied to the tenants' last month's rent. **If Tenants move out within the full initial term of this agreement as stated in Page 1, Paragraph 2 for ANY reason (including being evicted due to non-compliance or Rental Agreement, break-ins, etc.), they shall forfeit all of their security deposits.**

Refund of Tenants' Deposits--Within thirty days after Tenants have moved out completely, Management shall provide a written accounting of the disposition of the Tenants deposits and shall at the same time return all deposits remaining. Any refund from the security deposits will be made payable to all current Tenants as shown on the Rental Agreement and such check and any deduction itemizations may be mailed to one Tenant only.

Termination Fee (Re-Rent Fee): **A TERMINATION FEE of Five Hundred Dollars (\$500) will be charged to all Tenants who have not completed their full lease term or who do not give proper thirty (30) days written notice (on or before the 1st day of the final rental period).** This fee is in addition to all other fees described within this Rental Agreement to include all loss rents. If tenant supplies Management with a new qualified tenant to take over this Rental Agreement., there will be a **Lease Takeover Fee of Two Hundred Fifty Dollars (\$250.00).** If there is a change of roommates on this rental agreement, there will be a **Roommate Adjustment Fee of Twenty-Five Dollars (\$25.00) per roommate. All termination fees must be paid in full to the Management upon written demand by Management to Tenant.**

Utilities/Services--Tenants agree to pay all utilities and services (which tenants shall arrange BEFORE moving into the premises) with the exception of the following which Management agrees to pay: **NONE.** Tenant agrees not to use in a wasteful or unreasonable manner any of the utilities furnished by the Management. Fans are not to be left running at any time while no one is in the residence. If utilities are turned off due to non-payment by Tenant, Management has the option to terminate this Agreement with 10 DAY NOTICE TO QUIT.

Occupants--The number of occupants is limited to _____. Only the following persons may live in this dwelling (include birthdates):

ONLY.

No one else may live there, even temporarily, without **prior written approval** by Management. The unauthorized presence of extra occupants will subject Tenants to penalties, damages, and termination of Rental Agreement. However, Management may approve at Management's option, an extra occupant upon application subject to verification and an extra-occupant non-refundable processing fee and extra monthly occupant rent. SEVEN DAYS AND/OR NIGHTS CONSTITUTES A MOVE-IN. IF RESIDENT FAILS TO INFORM MANAGEMENT OF ADDITIONAL PEOPLE OCCUPYING THE PREMISES, THE EXTRA MONTHLY PER OCCUPANT RENT AND PROCESSING FEE WILL BE ASSESSED RETROACTIVE TO BEGINNING LEASE DATE.

Guests--Tenants may house any single guest for a maximum period of six days every six months. Provided that they maintain a separate residence, nurses or maids required to care for Tenants during an illness are excepted from this provision. Tenant acknowledges that Management has the right to require any of Tenant's guests to leave the premises or be barred from the premises if these non-resident guests are deemed by the Management to be disruptive in any way or violating any condition of this Agreement. Tenants must inform their guests of all rules and regulations stipulated by this rental agreement. If rules and regulations are broken by tenants' guests, they may be barred and/or arrested for criminal trespassing. Tenants are subject to eviction if they or their guests cause property damage, engage in illegal activity on the premises or unreasonably disturb the peace of the neighbors.

Notice Of Absence--Tenants shall give Management notice of an anticipated extended absence of tenants from the property in excess of three days. Notification to the Management will be made not later than the first day of extended absence. During any such absence of tenants, Management may enter the property at times deemed reasonably necessary to protect the property and any possessions of Management on or in the property. Failure to notify Management of extended absence, which results in damage to the property, the tenants will be held responsible. During extended absences by tenant, management will provide access to no other persons unless expressly requested to do so by tenant in writing.

Subletting and Assignment--Tenants shall not sublet the entire premises or any part of the premises, nor shall they assign this Agreement to anyone else without first obtaining **prior written approval** by Management. Management shall not withhold permission unreasonably.

Pets--Tenants may house no pet of any kind on the premises, even temporarily, without first obtaining **prior written approval** by Management and paying the associated pet deposit upfront. "Pets" includes, but is not limited to, both warm- and cold-blooded animals, such as dogs, cats, fish, hamsters, rats, birds, snakes, lizards, and insects. "Pets" does not include animals trained to serve the handicapped, such as seeing-eye dogs, hearing dogs, or service dogs. These animals may be housed on the premises so long as they are in the direct service of those they were trained to serve and so long as Management is notified in advance in writing of the circumstances. Any animal discovered on or around the property will be considered a stray. All strays will be reported to the proper authorities and removed at the tenant's expense as additional rent to a humane society or local authority.

Liquid-filled Furniture--Tenants agree not to keep any liquid-filled furniture in this dwelling without first obtaining Management' written permission along with waterbed insurance in the amount of \$100,000.

Vehicles--Tenants agree to keep a maximum of _____ vehicles on the premises. These vehicles must be both operable and currently licensed. Tenants agree to park their vehicles in assigned spaces and to keep those spaces clean of oil drippings. Tenants agree to advise their visitors about parking and to take responsibility for where their visitors park. Only those motorcycles which have exhaust muffling comparable to that of a passenger car are allowed. Only those self-propelled recreational vehicles which are used for regular personal transportation are allowed. Tenants agree not to park boats, recreational trailers, utility trailers, and the like on the premises without first obtaining **prior written approval** by Management. Tenants agree not to repair their vehicles on the premises if such repairs will take longer than a single day unless the vehicle is kept in an enclosed garage. Any abandoned or non-operative vehicle remaining on premises for more than 3 days shall be towed away at tenant's expense. There shall be no driving or parking on grass or sidewalks. Major car repairs and washing of cars are not permitted without **prior written approval** by Management. Tenant agrees that any vehicle found parked anywhere other than designated parking area, or vehicles without valid license plates or vehicle registration may be towed away at tenant's expense.

Thermostat Temperature--Tenants agree to maintain heat in dwelling above 40 degrees during the heating season. If Management furnishes heat, tenant agrees to conserve heat by limiting thermostat to 68 degrees during the heating season.

Appliances--Although there may be appliances in the dwelling, such as a refrigerator, stove, dishwasher, clothes washer, dryer, or garbage compactor, the use of these appliances is not included in the rent. If Tenants wish to use these appliances, they agree to

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assume all responsibility for care and maintenance, keeping these fixtures in a clean and sanitary manner. In the event an appliance may fail to function after occupancy is started, the Tenant may have them repaired at no cost to the Owner/Management or request Management to remove them. If Tenants wish to use their own appliances, they may request that the owner's appliances be removed from the premises. The following items may NOT be installed without **prior written approval** of Management: hot plates, side-by-side refrigerators, extra refrigerators, freezers or portable dishwashers or air-conditioners. **If written permission is given, additional monthly charges may apply.** No malfunctioning, constantly running refrigerators are allowed. The refrigerator requires defrosting regularly to prevent frost build-up. DO NOT USE any type of sharp instrument to pick or scrape off ice. Any damage done to appliances will be expensed to Tenant. If the provided refrigerator malfunctions, the Management may, at Management's discretion, repair or remove the courtesy refrigerator. Any food items lost are the responsibility of the Tenant. Renter's Insurance is very inexpensive and should be considered.

Tenant Inspection--Tenants have inspected the dwelling and its contents and agree that they are in satisfactory order, as are the electrical, plumbing, and heating systems. Tenant acknowledges that this building was built before 1978 and buildings built before this time could possibly contain lead. Tenant shall check for the proper fit of Tenant's belonging before signing the Rental Agreement. Management is not responsible for Tenant's furniture which does not fit into Unit.

Repairs and Damage--Management will keep property in good repair and promptly fix anything which breaks through normal wear and tear. (Please notify us immediately in writing of needed repairs.) Please expect service work to be done during normal business hours (8 a.m. to 4 p.m., Mon --Fri). If Management has to redecorate or make repairs because of misuse or neglect on Tenant's part, the Tenant will be held responsible and Management will bill Tenants for the repair costs. Management's costs in making said repairs shall be payable by Tenant as additional Rent under this Agreement. If tenant overloads an electrical circuit or blows a fuse, tenant may be charged for the problem to be corrected. Tenant is responsible for any damage done by rain or wind as a result of leaving windows or doors open. If Tenant's unit is broken into and damage is done to the unit in any way, a police report must be filed and Tenant shall furnish Management with a copy of Police Report.

Notification of Serious Building Problems--Tenants agree to notify the Management immediately upon first discovering any signs of serious building problems such as a crack in the foundation, a tilting porch, a crack in the plaster or stucco, moisture in the ceiling, buckling sheetrock or siding, a leaky roof, a spongy floor, a leaky water heater, or termite activity. Tenants shall notify Management of any water leaks immediately or shall be liable for excess water bills if Management are not notified promptly.

Reasonable Time for Repairs--Upon being notified by Tenants that there is some building defect which is hazardous to life, health, or safety, Management shall undertake repairs as soon as possible. Should there be a delay of more than seventy-two (72) hours in making the repairs, due to a difficulty in scheduling the work or obtaining parts or for any other reason beyond the Management' control, Management agree to keep Tenants informed about the progress of the work.

Windows--Except for those windows which are noted in writing as being cracked or broken when Tenants move in, Tenants agree to be responsible for any windows which become cracked or broken in their dwelling while they live there regardless of cause. Tenants may repair the windows themselves if they can do the work in a professional manner glass is replaced with that of equal or better quality. Otherwise, they may hire a glazier at their expense or submit a maintenance request to Management. If they submit a maintenance request, Management will charge them no more for the work than the least expensive written bid for the work which Tenants can obtain, to be paid as additional rent.

Drain Stoppages--As of the date of this Agreement, Management warrants that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as paper diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, cooking grease, oil, food scraps, clothing, rags, sand, dirt, rocks, or newspapers. Tenants agree to pay for clearing the drains of any and all stoppages except those which the plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts of God. Tenants are forbidden from using "flushable" moist toilet paper products, and will pay for all expense incurred to damaged plumbing system (which could be in excess of \$1,000.00).

Moisture Accumulation – Tenant shall promptly remove any visible moisture accumulation in or on the Premises, including all walls, windows, floors, ceilings and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom, if supplied, when utilizing any fixture or object that produces steam; and keep climate and moisture in the Premises at reasonable levels. Tenant shall notify management immediately of the presence of the following conditions: 1) any water leaks, excessive moisture or standing water inside the Premises or any common area, 2) mold growth in or on the Premises that persists after tenant has tried several times to remove it with a bleach and water solution, 3) a malfunction in any parts of the heating, air-conditioning, or ventilation system in the Premises

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Roofs--Tenants shall never go onto the roof areas at any time.

Upkeep--Tenants are responsible for the general upkeep and cleanliness of the dwelling, both on the inside and outside. Tenants are to keep the premises clean, decent, safe, and sanitary, and free from objectionable odors at all times. Management will hire to have this up-keep done if noticed to be neglected for more than 10 days, at Tenants' expense. Carpets shall be professionally shampooed on at least an annual basis, at Tenants' expense, with receipt sent to Management. Management has the right to decide if carpet will need to be cleaned more frequently. **ALL CARPETS MUST BE PROFESSIONALLY CLEANED AT MOVE-OUT**, with receipt of service sent to Management as proof. Furnace and air conditioner filters should be changed once a month. Call the office when you need more. Any damage caused by not maintaining the filters shall be the tenant's responsibility.

Trash--Tenants agree to dispose of their ordinary household trash by placing it into a receptacle for WEEKLY collection. These receptacles are to be kept in an inconspicuous place on the property, preferably in the rear of the unit. Tenants agree to dispose of their extraordinary household trash, such as Christmas trees, damaged furniture, broken appliances, and the like, by compacting it so that it will fit inside their trash receptacle or by hauling it to the dump themselves or by paying someone else to haul it away. Tenants shall retrieve their garbage can(s) immediately after garbage is picked up and agree to remove their garbage from premises if they forget to place their garbage out for weekly pick-up at Tenants' expense. All extraordinary and forgotten trash shall be removed within 48 hours. No littering of any kind is permitted on the grounds or premises. Tenant agrees to pick up trash and debris that blows onto or appears on the Premises, no matter the source. Management will remove any litter, trash, spilled garbage and debris after being neglected for more than one week at Tenant's expense. **Trash Pick-Up Day is: _____.** **Your trash hauler is _____.**

Pest Control--Tenants acknowledge that the premises is free of pests at the beginning of the occupancy and agrees they are responsible for keeping the premises free of pests and pay for pest control service, if such services are desired and/or needed.

Smoking-- Tenants who smoke automatically assume the responsibility to have walls and ceilings professionally repainted and carpets professionally cleaned and other smoke related damages such as cleaning of blinds, ceiling fans, windows, etc. **TENANTS MAY NOT SMOKE IN BED OR DISPOSE OF SMOKING MATERIALS IN A HAZARDOUS OR UNSAFE MANNER.**

Secondhand Smoke --Tenants acknowledge that this apartment has never been designated as a "smoke -free" apartment. Tenants understand they may be exposed to secondhand smoke and accept any consequences resulting from that exposure; and in addition they hold the management harmless for any bodily injury or property damage that results from exposure to secondhand smoke.

Outside Placement--Management reserves the right to place dumpsters, trash receptacles, portable storage units, and the like wherever convenient on the premises. Management further reserves the right to construct property improvements above or below the ground anywhere on the premises so long as they conform to all building codes.

Damage--Tenants agree to pay for repairs of all damage which they or their guests have caused. Management is not responsible for loss, theft, or damage to property of Tenant or Tenant's guests.

Locks--Tenants shall not release the keys to their building/apartment to anyone other than tenants named in this Agreement. The addition of locks or changing of locks is also cause for eviction unless **prior written permission** is obtained from the Management and a key is supplied to the Management. Having obtained permission, Tenants agree to pay for changing locks themselves. Failure to comply will also result in forcible removal of the locks. Peepholes, knockers or other door attachments are not to be installed without **prior written approval** of Management.

Lockouts--Should Tenants lock themselves out of their dwelling and be unable to gain access through their own resources, they may call upon a professional locksmith or the Management to let them in. In either case, they are responsible for payment of the charges and/or damages involved. Management charges a fee of \$15 for providing this service during the hours of 8AM and 4PM, /Monday through Friday, excluding holidays. Any other hours, Management charges \$25 for providing this service. **This fee is due and payable when the service is provided.** If fee not received in full at time of service, the charge is \$30.00 due and payable in full on the first day of the following month as additional rent. Please make a copy of your key(s) and hide discreetly so you will never need lock-out services.

Landscaping--[This paragraph applies only if it is initialed by both parties.] Tenants agree to maintain the existing landscaping by watering, weeding, fertilizing, mowing, and shaping it as necessary. If the yard is not properly maintained, management reserves the right to hire someone to mow or care for the yard and charge the expense to the tenant as additional rent, after first advising tenant that they have 72 hours to handle the responsibility. Any City violation related to this matter to be considered Tenant's responsibility to

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pay.

Alterations, Decorations, and Repairs--Except as provided by law, Tenants agree not to alter or decorate their dwelling without first obtaining Management's written permission. Decorations include painting, wallpapering and attaching nails or screws to walls. Further, Tenants agree not to repair their dwelling or anything belonging to the Management without first obtaining **prior written approval** by Management unless such repairs cost less than one hundred (\$100), and Tenants agree to pay for them. Tenants shall hold Management harmless for any mechanics liens or proceedings which Tenants cause. When approved by Management, Tenant's plans for alterations and decorations shall bear a determination regarding ownership. If Tenants are able to convince Management that Tenants can remove the alterations or decorations and restore that part of their dwelling to its original condition, then Management may grant Tenants the right to remove them. Otherwise, any alterations or decorations made by Tenants become the property of Management when Tenants vacate. Attaching of any signs, notices or visual displays of any kind to the premises is prohibited without prior written approval of Management, except for occasional civic or political posters. Management reserve the right to have placed on the premises at all times any notice of "FOR RENT" or "FOR SALE" or occasional civic or political posters, and Tenant will not interfere with the same. Tenant shall pay Management one month's rent as liquidating damages for each interference with the rights set forth in this paragraph plus any repair costs caused by Tenant.

Satellite Dishes and Cable Installation – Tenant understands that any installation of a satellite dish/cable requires Management's approval prior to installation. Any equipment attached to the Property or Premises that is not allowed could result in a fine of up to \$500.00 in addition to all repairs necessary to restore Property or Premises to original condition.

Care of Unit-- Please follow these rules on the care and maintenance of the premises. The Tenant shall (at their own expense):

- a) refrain from attaching any glue-on stickers anywhere in the unit. Small picture hangers (nail type) can be used to support most pictures.
- b) avoid placing any foreign objects in toilet bowls and tanks, including deodorizers.
- c) refrain from using contact-paper and duct tape anywhere in the unit.
- d) avoid installing radio aerial, cable TV connections or connections of any type outside of the demised premises without prior written permission of Management.
- e) not STAPLE plastic and window insulator kits which may damage paint or window trim without prior written approval of Management.
- f) keep all unit walls/ceilings/woodwork/(also entrance and exit hallways) clean and not nicked and finger-printed for the best appearance of the premises. Painting shall last 5 to 7 years.
- g) not mar or deface the walls, ceilings, woodwork. All doors, windows and screens shall be properly handled and cared for by Tenant.
- h) hang suitable drapes, blinds, and/or curtains within 10 days after Agreement is signed. No sheets, newspapers, or blankets are to be used for window coverings. Any fabric material facing the windows must be of a white or off-white color.
- i) not participate in organized games or sports on the lawns, sidewalks, or any where on the premises.
- j) not have exterior clothesline or other drying or laundering devices on patios and porches.
- k) not spill Kool-Aid or wine on carpets. They will stain.
- l) not place at any time any swimming pools of any size on the premises.
- m) not hang anything at any time from any suspended ceiling.

Patios, Balconies, Hallways and Stairways-- Patios and balconies shall be kept neat, clean and orderly. Hallways, stairways and porches are for normal uses, not for storage of furniture, bicycles, carriages, footwear, or other articles. There shall be no loitering upon the common areas shared by residents. Tenants shall not allow children to play on the stairways, halls, porches or court areas open to the public or other residents. Tenants shall not hang out towels or clothes to dry in these areas.

Emergency Repair-- Management may stop service of the plumbing, heating, or electrical system, because of accident, emergency, repairs, or changes until the work is complete. If unable to supply any service because of labor trouble, lack of fuel supply or other cause not controlled by Management, Management is excused from supplying that service. Service shall resume when Management is able to supply it.

Change In Tenant Status--Any change in the Tenants' employment or changes in other information taken at the time of application will be the responsibility of the Tenants to forward the new information in writing to the Management no less than seven (7) days from the date of change. Otherwise the tenant can be deemed in violation of this agreement and subject to eviction.

Painting--Management reserve the right to determine when the dwelling will be painted unless there is any law to the contrary.

Access--Management recognizes that Tenants have a right to privacy and wish to observe that right scrupulously. At certain times, however, Management, their employees, or agents may have to gain access to the Tenants' dwelling for purposes of showing it to prospective Tenants, purchasers, lenders, or others or for repairs, inspection, or maintenance. When seeking access under ordinary

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circumstances, Management will schedule entry between the hours of 8 a.m. and 8 p.m., Monday through Sunday, excepting holidays, and Management will provide Tenants reasonable notice of twenty-four hours, or less than twenty-four hours notice with Tenants' concurrence. In emergencies, there will be no notice. Management will have access to the dwelling approximately once a month, without notice, to inspect the dwelling for any maintenance needs. Tenants shall pay Management a sum equal to one (1) month's rent as liquidated damages for each interference with the rights set forth in this paragraph.

Peace and Quiet—QUIET HOURS COMMENCE AT 10 PM AND CONTINUE UNTIL 7 AM. Tenants are entitled to the quiet enjoyment of their own dwelling, and their neighbors are entitled to the same. Tenants agree that they will refrain from making loud noises and disturbances, that they will keep down the volume of their music and broadcast programs at all times so as not to disturb other people's peace and quiet, and that they will not install wind chimes. Management will NOT TOLERATE activities which impair the comfort of, or disturb others. Noise violations are a default of your Rental Agreement and may result in a termination of the Agreement at Management's option.

Conduct-- It is certainly not Management's wish to restrict a Tenant's enjoyment of the Unit or recreational facilities if provided. However, Management must consider the rights and privileges of everyone. If Management finds a Tenant's conduct or the conduct of their guests unreasonable, Management will have the right to terminate this Agreement. All Tenant civil non-emergency complaints must be in writing to the Management. Tenants are responsible for their own conduct and the conduct of their guests as well as for any damage they may do. INTOXICATION AND EXCESS USE OF ALCOLHOLIC BEVERAGES SHALL NOT BE PERMITTED ON THE PREMISES. No profane language or profane conduct is permitted in common areas or around the premises by Tenants or their guests. If Tenant, their family, and/or guests threaten or assault or use abusive or offensive language against any agent or employee or representative of Management or to any other residents or neighbors, the Management may terminate Tenant's Rental Agreement.

Children-- Children are not permitted to have guests unless a parent or guardian is on the premises supervising such children at all times. Children of working parents shall be adequately supervised by someone designated by the parents and shall be provided with access to their dwelling at all times. Children shall not climb trees, play with matches, or engage in any other activity which may endanger themselves or disturb other residents.

Telephone--If and when Tenants install a telephone in their dwelling, they will furnish Management with the number within five calendar days. When divulging the number, Tenants shall advise Management whether the number is listed or unlisted. If it is unlisted, Management agree to take reasonable precautions to keep it from falling into the hands of third parties.

Use of Premises --Tenants agree to use this dwelling as their personal residence. They agree to conduct no business (including but not limited to garage/yard sales and baby-sitting) on the premises without first obtaining **prior written approval** by Management. Tenant shall not violate any governmental law in the use of the Premises, commit waste, or nuisance, annoy, molest, or interfere with any other tenant or neighbor.

Lawful Use--Tenants agree that they will not themselves engage in any illegal activities on the premises nor will they allow others to engage in any illegal activities on the premises. If any Tenant, on one or more occasions, shall use the premises for the purpose of unlawful possessing, serving, storing, manufacturing, cultivating, delivering, using, selling, or giving away controlled substances or shall permit them to be used for any such purposes, this contract shall, at the option of the Management, become void. If a controlled substance is found or used anywhere upon the premises, there is presumption that the controlled substance was either used or possessed by the Tenant or that a Tenant permitted the premises to be used for that use or possession.

Insurance—The Owner has obtained insurance to cover fire or other damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or owner negligence. Owners' insurance does not cover Tenants' possessions or Tenants' negligence. We strongly recommend Renter's Insurance to cover damage to or loss of your own possessions, as well as losses resulting from your negligence. Example: If a pipe breaks and ruins your possessions, the Owner is responsible for the repair costs to the home, but not for any of your personal possessions. Renter's Insurance is very inexpensive and should be considered. Please notify Management if you have or will be obtaining Renter's Insurance. Tenant agrees to list Management (Real Estate Options) as additional insured on any policy Tenant purchases.

Insurance Considerations--Tenants agree that they will do nothing to the premises nor keep anything on the premises, nor allow or participate in any hazardous acts which will result in an increase in the Management's insurance policy or an endangering of the premises. Neither will they allow anyone else to do so. Tenants shall not use furnace area/room as a storage room. Tenants shall not use any method for heating other than normal methods provided for, without special agreement. No portable heaters are allowed. Tenants are not permitted to keep any kerosene, gasoline, or any other highly flammable or explosive material or toxic chemicals in or around the premises. Candles are not allowed on the premises. Tenants must shovel and remove any snow or ice that prevents safe exit from and entry to their premises. Should Tenant fail to assure a safe passageway or remove any snow or ice, Tenant shall be solely responsible for any results that occur. Tenants shall be alert to the hazards of open windows at all times. Cooking shall be done

Tenants _____, _____, _____, _____ & Landlord Representative _____

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only in the kitchen and in no event on porches or other exterior appurtenances. In the event of a loss or damage to the Premises or property within, due to Tenant negligence or malfunction of Tenant's property (such as a washing machine), Tenant is responsible for all damage and loss to the Premises to include but not limited to: cleanup, repairs, and replacement expenses to restore Owner's Property and Premises to original condition. Common examples are Tenant supplied appliances that leak causing damage and Tenant caused fires due to carelessness with cigarettes and/or other combustibles.

Minor Maintenance-- Tenants shall take care of minor maintenance promptly, such as tightening loose screws and replacing blown fuses. Management shall supply the premises with light-bulbs and working smoke detectors and fire extinguishers when Tenants move in. Tenants are to furnish replacements (including correct-wattage light bulbs) thereafter and leave said replacements when they move. A \$5.00 fee will be charged if inspection by Management finds a smoke detector not in working order.

Fire or Casualty Damage--During any time when the dwelling cannot be used because of fire or casualty damage, Tenants are not responsible for payment of rent. Should a portion of the dwelling become unusable due to fire or casualty damage, Tenants are not responsible for payment of rent on that portion. In either case, Management reserves the right to decide whether the dwelling is usable and what portions are usable. Management is not responsible for repairing or replacing any improvements made by Tenants if those improvements are damaged. Should the fire or casualty damage have been caused by Tenants' own action or neglect, they shall have not be relieved of the responsibility for payment of rent, and they shall also bear the full responsibility for repair of the damage.

Disasters-- Owners and Management are not responsible for any personal or property loss or damages due to the loss/failure of electricity, gas, heat, water, refrigeration, telephone, sewer or any other public or privately supplied utility/service because of conditions beyond the control of the Owners/Management. This includes both Acts of God and man-made failures and shortcomings.

Rules and Regulations--Management's existing rules and regulations, if any, shall be signed by Tenants, attached to this Agreement, and incorporated into it. Management may adopt other rules and regulations, from time to time, and in the manner provided by law, concerning the tenant's use and occupancy of the premises, provided that they have a legitimate purpose, not modify Tenants' rights substantially, and not become effective without notice of at least two (2) weeks.

Service of Process--Every Tenant who signs this Agreement agrees to be the agent of the other Tenants and occupants of this dwelling and is both authorized and required to accept, on behalf of the other Tenants and occupants, service of summons and other notices relative to the tenancy. Each Tenant under this Rental Agreement is jointly and severally individually liable to the Management for the total rent due and damages inflicted upon the leased Premises whether or not Tenant continues to physically occupy the Premises. Violation of the Rental Agreement or rules by any Tenant, guest or occupant shall be considered a violation by all Tenants. Tenant waives any and all rights to any notice or demand under any statute of this state relative to forcible entry and detainer. In the event the Management is forced to obtain a judgment against Tenant, said judgment shall bear interest at 18% per annum until paid in full.

Identity of Manager--The person who is responsible for managing this dwelling and is authorized to accept legal service on Management's behalf is Jilly Whiting of Real Estate Options, whose address is:

P.O. Box 585, Freeport, IL 61032-0585, phone: 815-233-HOME (4663), email: reo@gosgi.com, fax: 817-622-6158.

Changes in Terms of Tenancy--[This paragraph applies only when this Agreement is or has become a month-to-month agreement.] Management shall advise Tenants of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments, or other reasonable changes in the terms of this Agreement.

Notice of Intention to Vacate--[This paragraph applies only when this Agreement is or has become a month-to-month agreement.] When Tenants have decided to vacate the premises, they will give Management **written notice** of their intentions at least 30 days prior to their departure (on or before the 1st day of the final rental period), in order to qualify for receiving any of their security deposit back, and they will give an exact date when they expect to be moved out completely. Upon termination, Tenant shall return premises and contents clean and free from trash and in as good condition as when received, excepting for ordinary wear and damage by the elements, or shall pay the cost of repairing any damage done to premises. Tenants are responsible for all utilities in their name until the last day of the final rental period and they have completely moved out and returned the keys to the Management. If final rental period ends on a Sunday, the Monday following will be considered the day the utilities are to be cancelled, NOT the Friday prior. If Tenants cancel any utility prematurely, they will be charged \$30 per utility plus any costs of that utility's usage until they have officially moved out. If Tenant leaves said premises unoccupied for seven consecutive days at any time while rent is due and unpaid, this shall be deemed abandonment of said premises, and Management may, if he so desires, take immediate possession and exclude Tenant without further notice. In such event, Management may dispose of all Tenant's property remaining on said premises, and may re-rent said premises. All personal property left behind after tenant vacates the unit or a peaceable re-entry is made by the Management or an Order for Possession becomes effective, will be treated as abandoned and become Management's property to keep as abandoned property or immediately dispose of accordingly. The cost of disposal is charged to the Tenant. **Move-out is by 5 P.M. on the last day of the rental period.** YOU MUST NOTIFY MANAGEMENT IN WRITING WITHIN 4 DAYS AFTER

Tenants _____, _____, _____, _____ & Landlord Representative _____

Page ___ of ___

YOU MOVE OF YOUR NEW FORWARDING ADDRESS WHERE YOU CAN BE REACHED BY MAIL. Notice to retract a prior written notice to vacate must be submitted in writing. Tenant understands and agrees that Tenant is responsible for all advertising costs and any other costs associated with the retraction of their notice.

Early Move Out--If Tenant desires to vacate before the end of the lease term, Tenant will be held liable for the rest of the term and responsible for all expenses in seeking another tenant. Management is responsible to put forth reasonable effort to prepare and re-rent the Premises. Management agrees to pro-rate back to Tenant any rental funds collected from the new Tenants.

Holding Over--If Tenants remain on the premises following the date of their termination of tenancy or have not returned the keys to the property, they are "holding over" and could become liable for "rental damages" equaling double the amount of their then current daily rent for every day they hold over, or Management's actual damages, whichever is greater.

Move-Out Inspection – The Move-Out inspection will be performed with or without the Tenant. Tenant must schedule Move-Out Inspection at least one week in advance and prior to move-out date and returning the keys. The unit must be completely vacated. Every attempt to clean thoroughly prior to the inspection should be taken, for there are no follow-up inspections. At no time during the inspection will estimates or costs of cleaning and repairs be discussed or promised.

Possession--Management shall endeavor to deliver possession to Tenants by the commencement date of this Agreement. Should Management be unable to do so, they shall not be held liable for any damages Tenants suffer as a consequence, nor shall this Agreement be considered void unless Management is unable to deliver possession within thirty (30) days following the commencement date. Tenants' responsibility to pay rent shall begin when they receive possession.

Sale of the Dwelling--If Owners sell this dwelling or otherwise transfer its Ownership to another party, they shall have the right to terminate this Agreement by giving Tenants written notice of at least thirty days, notwithstanding any conflicting occupancy rights Tenants might have under a fixed-term agreement. Should Tenants have conflicting occupancy rights guaranteed them by law, however, those legal rights shall prevail.

Illegal Provisions Not Affecting Legal Provisions--Whatever item in this Agreement is found to be contrary to any local, state, or federal law shall be considered null and void, just as if it had never appeared in the Agreement, and it shall not affect the validity of any other item in the Agreement.

Non-Waiver--Should either Management or Tenants waive their rights to enforce any breach of this Agreement, that waiver shall be considered temporary and not a continuing waiver of any later breach. Although Management may know when accepting rent that Tenants are violating one or more of this Agreement's conditions, Management in accepting the rent is in no way waiving their rights to enforce the breach. Neither Management nor Tenants shall have waived their rights to enforce any breach unless they agree to a waiver in writing.

References in Wording--Plural references made to the parties involved in this Agreement may also be singular, and singular references may be plural. These references also apply to Managements' and Tenants' heirs, executors, administrators, or successors, as the case may be.

Consequences--Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under appropriate sections of the applicable code.

Keys--Tenants will be given a set of 1 key(s) for the premises which shall be returned to the Management when they vacate the premises. Tenant agrees to lock all doors / windows whenever Tenant is absent from the property. Keys MUST be returned before Security Deposit can be processed. If Tenant does not return all keys/controls, Tenant agrees to pay the cost of re-keying the Premises and the replacement costs of all controls.

Entire Agreement--Any statement submitted by Tenant in the Application to Rent is to be considered a material inducement to execute this agreement, and the falsity of any part of such statement shall entitle Management to terminate this agreement. As written, this Agreement constitutes the entire agreement between the Tenants and Management. They have made no further promises of any kind to one another, nor have they reached any other understandings, either verbal or written.

Communications: Due to our massive call volume, email or text are generally the fastest and best method of contacting us. In the event of an emergency though, please attempt to reach us by phone. There is no need to leave more than one message if you get voicemail.

Acknowledgment--Tenants hereby acknowledge that they have read this Agreement, understand it, agree to it, and have been given a copy. Additional copies available upon request at \$6.00 per copy.

Research Fees: A research fee may be assessed to your account for each copy of a requested document. The amount of this fee will be disclosed at the time such copies are requested.

Tenant

Tenant

By Person authorized to represent Management

Tenant

FIRE EXTINGUISHER ACKNOWLEDGMENT FORM

The fire extinguisher in my dwelling was checked in my presence and found to be fully charged.

I / We agree to check the fire extinguisher at least every other week and to report any problems to Management in writing.

It is also my responsibility as a tenant, to replace the fire extinguisher immediately if tampered with in any way.

Tenant _____ Date _____

Tenant _____ Date _____

CARBON MONOXIDE ALARM & SMOKE DETECTOR AGREEMENT

(Addendum to Rental Agreement)

Dated _____ 20__

This agreement is attached to and forms a part of the Rental Agreement dated _____, _____, between _____, Management, and _____, Tenant(s) for the property located at _____, Freeport, IL.

State law requires property owners to install one approved operating carbon monoxide alarm within 15 feet of every sleeping room in a dwelling only if the building uses fossil fuel combustion for any purpose or has an attached garage. State law also requires one smoke detector within 15 feet of each sleeping room. These devices may be combined or separate and can be battery operated, plug-in with battery backup, or hard-wired with battery backup. It is the responsibility of the property owner to supply and install the required alarms, and provide written instructions (carbon monoxide alarms only) regarding testing, operation, and maintenance to the resident.

It is the responsibility of the resident to regularly test the alarms, provide general maintenance for the alarms, including replacement of batteries as necessary, and to notify the owner in writing of any deficiencies that the tenant cannot correct.

Tampering with, removing, destroying, disconnecting, or removing the batteries from any installed alarm is a Class 4 Misdemeanor for a first conviction, and a Class 4 Felony for any subsequent convictions.

Resident shall read and initial each item:

- ____ ____ 1. (Number) _____ Carbon Monoxide Alarm(s) are installed and working,
- ____ ____ 2. I have received written instructions for the carbon monoxide alarm,
- ____ ____ 3. (Number) _____ Smoke Detector Alarm(s) are installed and working,
- ____ ____ 4. I understand testing, operation & maintenance of these devices,
- ____ ____ 5. I will notify the owner in writing of any operating deficiencies of these devices.

I HAVE READ, UNDERSTAND, ACKNOWLEDGE, AND AGREE TO THE ABOVE:

Resident Signature

Date

Resident Signature

Date

Management

Date

DRUG-FREE / CRIME-FREE HOUSING AGREEMENT

(Addendum to Rental Agreement)

Dated _____

This agreement is attached to and forms a part of the Rental Agreement dated between _____, Management, and _____, Tenants, for the premises located at _____.

RECITALS

- 1) Management and Tenant(s) desire to keep the premises drug-free during the Tenants' occupancy thereof.
- 2) This Addendum is intended to conform to and be controlled by the Landlord and Tenant Act and the forms promulgated by the United States Department of Housing and Urban Development.

AGREEMENT

- A) Tenant(s) agrees to keep the premises drug-free.
- B) If Tenant, or any occupant with consent to occupancy by Tenant, is charged during the occupancy of the premises with a Class X or greater felony which in any manner involves a controlled substance, upon a judicial finding of probable cause at a preliminary hearing or indictment by a grand jury, Management shall have the right to terminate the leasehold rights of the Tenant and any occupant of said premises as prescribed by law.
- C) If Tenant, or any occupant, on one or more occasions, uses or permits the use of the leased premises for the commission of any act(s) that would constitute a Felony or Class A Misdemeanor under the laws of this state, Management shall have the right to terminate the leasehold rights of the Tenant and any occupant of said premises as described by law.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date above written.

Tenant

Tenant

Tenant

Management

Real Estate Options
LEAD-BASED PAINT DISCLOSURE
(ADDENDUM TO RENTAL AGREEMENT)

Dated: _____

This agreement is attached to and forms a part of the Rental Agreement dated between

_____, Management, and _____, Tenants.

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

____ (a) Presence of lead-based paint or lead paint hazards:

Lessor has no knowledge of lead-based paint or lead-based paint hazards in the housing.

____ (b) Records or reports available to lessor:

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initials)

____ (c) Lessee has received copies of all the information listed above.

____ (d) Lessee has received the pamphlet *Protect Your Family from Lead In Your Home*.

Certificate of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and correct.

Lessee _____ Date _____

Lessee _____ Date _____

Lessee _____ Date _____

Lessor _____ Date _____

**REAL ESTATE OPTIONS
PET AGREEMENT**

(Addendum to Rental Agreement)

Dated _____

This agreement is attached to and forms a part of the Rental Agreement dated _____,

Between _____, Management, and _____,
Tenants.

Tenants desire to keep one pet(s) named _____ and described as _____ in the dwelling they occupy under the Rental Agreement referred to above, and because this Agreement specifically prohibits keeping pets without the Management's written permission, Tenants agree to the following terms and conditions in exchange for this permission:

- 1) Tenants agree to keep their pet under control at all times.
- 2) Tenants agree to keep their pet restrained, but not tethered, when it is outside their dwelling.
- 3) Tenants agree to adhere to local ordinances, including leash, licensing and chipping requirements.
- 4) Tenants agree not to leave their pet unattended for any unreasonable periods.
- 5) Tenants agree to clean up after their pet and dispose of pet's waste properly and quickly.
- 6) Tenants agree not to leave food or water for their pet or any other animal outside their dwelling where it will attract other animals.
- 7) Tenants agree to keep pet from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will remedy immediately any complaints made through the Owners or Management.
- 8) Tenants agree to provide pet with regular health care, to include inoculations as recommended.
- 9) Tenants agree to provide their pet with an identification tag.
- 10) Tenants agree to get rid of their pet's offspring within eight weeks of birth.
- 11) Tenants agree to pay immediately for any damage, loss, or expense caused by their pet, and in addition, they will add \$ _____ per pet (total of \$ _____) to their security/cleaning deposit, any of which may be used for cleaning, repairs, or delinquent rent when Tenants vacate. This added deposit, or what remains of it when pet damages have been assessed, will be returned to Tenants within thirty (30) days after they have proved that they no longer keep this pet.
- 12) Tenants agree that this Agreement applies only to the specific pet(s) described above and that no other pet may be substituted.
- 13) Tenants agree that Owners reserve the right to revoke permission to keep the pet should Tenants break this Agreement.
- 14) Tenant must have a dog kennel/cage for the dog and keep the dog in the kennel at any and all times dog is not being fully supervised.
- 15) Tenant required to carry valid renters insurance policy in full force and effect at all times during tenancy, which covers the liability of the dog. Current and updated copies of policy to be sent to Management before expiration of previous policy.

Owner _____

Tenant _____

By _____

Tenant _____