



## RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (hereinafter referred to as the "Lease") is made and entered into as of \_\_\_\_\_, by and between 100 McKnight, LLC, an Illinois Limited Liability Company, (hereinafter referred to as LANDLORD") and \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(hereinafter jointly and severally referred to as "TENANT").

### WITNESSETH:

WHEREAS, TENANT is desirous of leasing and renting the premises hereinafter described from LANDLORD and LANDLORD is desirous of leasing and renting said premises to TENANT.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **TERM:** The term of this lease shall be for the period of \_\_\_ semesters beginning on May 11, 2019 at 7pm, and terminating on May 9, 2020 at 7pm.

2. **PREMISES LEASED:** The premises herein leased shall consist of the residential real estate commonly known as 1 bedroom of Building \_\_\_\_\_ Unit \_\_\_\_\_ a \_\_\_ bedroom unit at The Park at Constitution Trail Centre ("The Park"), Normal, McLean County, Illinois (hereinafter referred to as the "premises").

3. **USE OF THE PREMISES:**

(A) The premises shall be used for residential purposes only by no more than \_ persons.

(B) TENANT shall not make, or allow to be made, any unlawful, improper or

offensive use of the premises that would be injurious to any person or property, that would violate any local ordinances or the laws of the State of Illinois or that would affect or endanger any insurance on the premises or increase the premium thereof.

4. **RENT:** TENANT shall pay as rent for the premises the sum of \$\_\_\_\_\_, which shall be paid in \_\_\_ consecutive monthly installments of \$\_\_\_\_\_ due on the first (1<sup>st</sup>) day of each month starting on \_\_\_\_\_. In addition, TENANT shall pay LANDLORD a late payment fee for each and every rent payment that is not received by LANDLORD on or before the fifth (5<sup>th</sup>) day of the month. This late payment fee shall equal the sum of \$50.00 plus \$25.00 for each and every day the payment is late. All rent shall be made payable and delivered to LANDLORD at The Park's office located at 1720 Bradford Lane, Suite 105H2, Normal, IL 61761.

5. **RULES AND REGULATIONS:** TENANT acknowledges and agrees that LANDLORD's rules and regulations regarding the premises are reasonable and necessary for the benefit of all persons residing in the apartment complex in which the premises is located. TENANT hereby agrees to the following rules and regulations:

1. Loud or annoying sounds, odors and lights are not permitted in and about the premises.
2. Loud parties or large gatherings in and about the premises are strictly prohibited.
3. Smoking in the premises and in any building in the apartment complex is strictly prohibited.
4. Nothing may be permanently placed on or attached to the roof, balcony, outside walls or common areas of the building and no clothes or wearing apparel shall be hung outside of the premises.
5. Locks may not be changed or new locks installed.
6. No pictures or other objects shall be hung or suspended within the premises, except with approved hooks.
7. Only toilet tissue may be flushed down the toilet or other plumbing fixtures.
8. TENANT shall not obstruct the sidewalks, driveways, entrances, halls, stairs or other public areas of the building and TENANT shall not leave personal items outside the premises.
9. Each Tenant is allowed to park one vehicle in a designated space in the

parking area, provided that the vehicle is fully operational and properly licensed. Vehicles shall at all times be driven on designated driveways and parked in designated areas, displaying The Park residential sticker in the window of the vehicle.

10. No person under the age of twenty-one shall be allowed to consume alcohol on the premises. No illegal substances may be consumed on the premises. The premises may not be used for parties or any other events in which there is any form of sale or reimbursement for alcohol, including the issuance of tickets or cups for a fee.

11. TENANT shall pay LANDLORD a lockout fee of \$25.00 per occurrence in the event TENANT or any other authorized person requests that LANDLORD open or secure the premises.

12. The swimming pool (the "pool") shall only be used by tenants with current leases at The Park. The pool shall only be used on such days and during such times as permitted by LANDLORD. There are no lifeguards on duty at the pool and the pool shall be used at your own risk. All persons under the age of 18 shall be accompanied by a person above the age of 18 when using the pool. There shall be no glass, alcohol, food or tobacco products in the pool or the pool area. The rules and regulations posted at the swimming pool shall be strictly followed. There shall be no tampering with the pool equipment, safety equipment and pool signage. Any problems with the pool or the pool area shall be immediately reported to the LANDLORD.

13. No use of gas or charcoal grills, cooking, storage of bicycles or storage of objects on balcony/decks. Use common sense when entertaining on your balcony/deck. Balcony/deck load limits are intended for a limited number of people. DO NOT crowd balconies or decks. Supervise young children and others who require supervision in order to safely occupy your deck/ balcony. Persons who are impaired or intoxicated are not allowed on your deck/balcony. Be aware that balcony/deck weight limits may also be exceeded with the use of excessive or heavy furnishings. Use a reasonable approach when outfitting your balcony/deck with patio furniture, potted plants, etc. Your deck/balcony must be maintained in a clean and orderly condition and free of debris.

14. LANDLORD reserves the right to amend these rules and regulations at any time.

6. **JOINT AND SEVERAL LIABILITY:** Each undersigned TENANT understands, acknowledges and agrees that he/she is jointly and severally liable and responsible for (a) all rental payments pursuant to this Lease; (b) any and all damages to the premises; and (c) all of the other terms and conditions set forth in this Lease.

7. **RETURNED CHECKS:** If for any reason a check used by TENANT to pay LANDLORD is returned without having being paid, TENANT shall pay LANDLORD a charge of Fifty Dollars (\$50.00) as additional rent plus any late charges that may be due and payable and TENANT shall take whatever steps are then and there necessary to cure any and all defaults for non-payment of rent.

8. **CONDITION OF PREMISES:** TENANT hereby acknowledges the good condition of the premises, including both land and all improvements thereon. TENANT shall notify LANDLORD in writing prior to taking possession of the premises of any concerns that TENANT has regarding the condition of the premises. In the event TENANT takes possession of the premises without so notifying LANDLORD, it shall be conclusive evidence that the premises were in good and satisfactory condition and repair at the time TENANT took possession of the premises.

9. **ALTERATIONS OR ADDITIONS:** TENANT must obtain LANDLORD's written consent before making any alterations or additions to the premises (including but not limited to painting). TENANT shall pay and settle all expenses and liabilities arising out of or in any way connected with any and all construction, repairs, alteration or maintenance of the premises and the improvements thereon, and TENANT shall keep the premises free and clear from all liens of mechanics and material suppliers and liens of similar character arising out of or growing out of the construction, repair, alteration or maintenance of the premises and the improvements thereon.

10. **UTILITY ALLOWANCE:** LANDLORD shall provide a utility allowance of \$50.00 per month for electricity, water, sewer, cable and internet services (hereinafter referred to as the "Utility Allowance"). The Utility Allowance is included in the monthly rent amount set forth in Section 4 above and is non-refundable. The Utility Allowance does not adjust with changes in the cost of service from utility companies. In the event the total actual expense incurred for electricity, water, sewer and cable services for the premises exceed \$50.00 for any month, TENANT shall immediately pay to LANDLORD the amount the total for said utilities exceed the \$50.00 Utility Allowance (hereinafter referred to as the "Utility Overage"). At reasonable times, TENANT may view utility bills at LANDLORD'S office. If Tenant fails to pay LANDLORD the Utility Overage within five (5) days of notice of the Utility Overage, TENANT shall be deemed to be in breach of the terms of this Lease. At TENANT's expense, TENANT shall provide for TENANT's telephone service.

11. **MAINTENANCE:**

(A) It is the TENANT's responsibility to maintain the heat in the premises above 55 degrees Fahrenheit at all times (including but not limited to any breaks in the school calendar). TENANT shall be responsible for any damage to the premises and LANDLORD's property caused by TENANT's failure to keep the premises sufficiently heated.

(B) At LANDLORD'S expense, LANDLORD shall maintain the premises in a good condition, ordinary wear and tear accepted.

(C) At LANDLORD'S expense, LANDLORD shall keep the yard mowed and free from weeds, the bushes and trees trimmed and the walks, driveways and parking lots free of snow and ice.

(D) At TENANT'S expense, TENANT shall repair all damage to the premises that is caused by TENANT or by TENANT's guests, invitees, agents or contractors and shall remove the garbage from the premises in a timely manner.

(E) At TENANT'S expense, TENANT shall repair all damage to the common areas and parking areas servicing the premises that is caused by TENANT or by TENANT's guests, invitees, agents or contractors.

(F) TENANT shall remove all garbage from the premises in a timely manner and place the garbage in the receptacles provided by LANDLORD.

(G) TENANT shall maintain the premises in a clean condition at all times.

(H) TENANT shall be responsible for pest infestations, including but not limited to bed bugs, caused by the negligence of TENANT. TENANT shall pay the cost of any treatment related to pest infestations caused by the negligence of TENANT.

12. **SECURITY DEPOSIT:** LANDLORD acknowledges the receipt from TENANT of the sum of Two Hundred Fifty Dollars (\$250.00) per bedroom as security for the payment of rent and performance and observance of the agreements and conditions in this lease contained on the part of TENANT to be performed and observed. In the event of any default or defaults in such payment, performance, or observance, LANDLORD may apply said sum or any part thereof toward the curing of such default or defaults and/or toward compensating LANDLORD for any loss or damage arising from such default or defaults. Upon the yielding up of the demised premises at the expiration or other termination of the term of the lease, if TENANT shall not be in default or otherwise liable to the LANDLORD, said sum or the unapplied balance thereof shall be returned to TENANT. It is understood and agreed that LANDLORD shall always have the right to apply said sum or any part thereof as aforesaid in the event of any such default or defaults without prejudice to any other remedy or remedies which LANDLORD may have, or LANDLORD may pursue any other such remedy or remedies in lieu thereof. No interest shall be payable on said sum or any part thereof. If LANDLORD shall apply said sum or any part thereof as aforesaid, TENANT shall upon demand pay to LANDLORD the amount so applied by LANDLORD so as to restore the security to its original amount. **TENANT SHALL PROVIDE LANDLORD WITH TENANT'S FORWARDING ADDRESS UPON TERMINATION OF THE LEASE.**

13. **LANDLORD TO HAVE ACCESS:** Upon reasonable notice to TENANT,

LANDLORD shall have access to the premises during reasonable hours for the purpose of examining the premises, maintaining the premises, showing the premises to prospective tenants, lenders or buyers and making any repairs for which the LANDLORD is responsible. LANDLORD shall not unreasonably interfere with the TENANT's use of the premises.

14. **DEFAULT BY TENANT:** In the event of any default by TENANT in the payment of rent or the performance of any other covenant or obligation to be kept or performed by TENANT, LANDLORD may, without further notice or demand, enter onto the demised premises and take full and absolute possession thereof without such re-entry causing a forfeiture of the rent to be paid or the covenants to be performed by TENANT hereunder for the full term of this Lease, and may thereafter lease or sublease the premises for such rent as LANDLORD may reasonably obtain, crediting TENANT with the rent so obtained after deducting the costs LANDLORD reasonably incurs by such re-entry, leasing or subleasing, or the LANDLORD, at LANDLORD's election, may terminate this Lease and re-enter and take full and absolute possession of the demised premises free from any further right or claim by TENANT.

15. **LEGAL PROCEEDING:** In the event it becomes necessary for the LANDLORD to institute proceedings at law against the TENANT in order to obtain possession of the premises or to enforce any of the provisions of this lease, LANDLORD may have and obtain as part of any judgment rendered against the TENANT, LANDLORD's court costs and reasonable attorney fees occurred in connection therewith.

16. **SUB-LETTING OR ASSIGNING:** TENANT shall not sub-let the premises or any portion thereof or assign this Lease without the LANDLORD's prior written consent.

17. **INSURANCE:** TENANT shall procure such insurance on TENANT's own property as TENANT desires, and LANDLORD shall not be liable to TENANT for any loss or damage to same.

18. **ANIMALS:** TENANT shall keep no animals on or about the premises without the prior written consent of LANDLORD and the execution of a Pet Addendum to this Lease.

19. **RADON GAS DISCLOSURE:** Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Additional information regarding radon and radon testing may be obtained from the McLean County Health Department.

20. **HOLDING OVER:** The failure of TENANT to surrender up the premises on the date provided for herein for the termination of the Lease term and the subsequent holding over by TENANT with or without consent of LANDLORD, shall result in the creation of a tenancy from month-to-month at a monthly rental of \$1,000.00 per bedroom payable on the first day of each month during the month-to-month tenancy. This provision shall not be construed to give the TENANT any right to hold over at the expiration of the term. All other terms and conditions of this Lease shall remain in full force and effect during such month-to-month tenancy.

21. **TERMINATION:** On termination of this Lease for any cause, TENANT shall vacate the premises and shall leave same in good repair, ordinary wear and tear accepted. Upon termination, TENANT shall thoroughly clean the premises, including the remaining appliances, and shall return all keys to the premises to LANDLORD.

22. **INDEMNIFICATION:** TENANT covenants and agrees that TENANT will protect and save LANDLORD forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances connected with TENANT's occupancy of the premises, and that TENANT will at all times protect, indemnify and save LANDLORD harmless against and from any and all loss, costs, damage or expense arising out of or from any accident or other occurrence on the premises (except if the same shall be caused by the act or neglect of LANDLORD, LANDLORD's servants or agents), causing injury to any person or property, and TENANT will protect, indemnify and save LANDLORD harmless against and from any and all claims, loss, costs, damage or expense arising out of any failure of TENANT in any respect to comply with and perform all TENANT's obligations hereunder.

23. **SUCCESSORS AND ASSIGNS:** The provisions of this Lease shall be binding on and inure to the benefit of the respective parties, their heirs, personal representatives, successors and assigns.

23. **ENTIRE AGREEMENT:** This Lease represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction that is the subject of this Lease merge with and are superseded by this Lease.

24. **NON DISCRIMINATION POLICY:** LANDLORD does not discriminate in housing based on race, creed, color, religion, sex, disability, age, national origin, physical disability, lifestyle choices or any other basis deemed to be illegal. LANDLORD does business in accordance with the Fair Housing Act of 1968, as amended.

25. **EXECUTION IN COUNTERPARTS:** This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

26. **FACSIMILE OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of executing this Lease. An acceptable facsimile signature may be produced by scanning an original, hand-signed document and transmitting by facsimile. An acceptable digital signature may be produced by use of a qualified, established electronic security procedure. Transmissions of a signed copy of this Lease may be by an established electronic method, such as creating a PDF ("Portable Document Format") document and sending same by electronic mail.

