

Apartment Mart Lease Agreement

SAMPLE LEASE FOR VIEWING ONLY

912 N. Linden St.

PO Box 670

Bloomington, Illinois 61702-0670

(309) 827-8576

<u>Date of Lease</u>	<u>Lease Begins</u>	<u>Lease Ends</u>	<u>Monthly Rent</u>	<u>Security Deposit</u>
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Tenant: _____

Address: _____

In consideration of the mutual agreements and covenants set forth below OWNER hereby leases to TENANT and TENANT hereby leases from OWNER for a private dwelling the apartment designated above for the above term. All parties listed below as OWNER and TENANT are herein referred to individually and collectively as OWNER and TENANT respectively.

- RENT:** TENANT shall on the first day of each month pay to OWNER'S agent in advance the rent set forth above. A late fee of \$25.00 will be charged if rent has not been received in the office of Apartment Mart on or before the 5th day of the month. There will be a \$25.00 service charge for any check returned by the bank for insufficient funds and TENANT agrees that he shall pay the amount of any such check plus service charge within three (3) days of received notice of its dishonor or he shall be in default of this Lease Agreement. It is agreed that time shall be of the essence in this Lease Agreement and that if TENANT is fifteen (15) days late in paying all monthly rent, late fees and service charges, in each of three (3) consecutive months, such action will constitute a breach of this Lease and this Lease Agreement may be terminated by OWNER without notice to TENANT.
- SECURITY DEPOSIT:** TENANT has deposited with OWNER the security deposit set forth below for the performance of each and every covenant and agreement of this Lease. The deposit is to be refunded upon TENANT VACATING AFTER A MINIMUM PAID RENTAL OF THE LEASE TERM AS AFORESAID, if there is no damage beyond ordinary wear and depreciation, all rent and other charges are paid in full and all keys have been returned to the office of Apartment Mart. If tenancy is less than one year the tenant will be responsible for all or part of the expenses incurred to re-rent the unit. **The property performance bond shall be held in lessor's non-interest bearing business account. Lessee is waiving having money held in an escrow account as otherwise provided by law.**
- CONDITION OF APARTMENT:** TENANT has examined the apartment and acknowledges that except for the work OWNER has agreed to do in the application or otherwise writing, TENANT is satisfied with present physical condition of the apartment and neither OWNER nor OWNER'S agent have made any representations, or promises, concerning the physical condition except those specifically set forth in this Lease.
- SUBLETTING, PETS, NOISE:** TENANT agrees not to sublet said apartment OR ANY PART THEREOF, nor keep a dog, cat, or other animal or pet, nor play any musical instrument, stereo, radio, or television set before 8:00 a.m. or after 10:00 p.m. loud enough to be heard by other tenants nor violate any regulation of the Board of Health, City Ordinances, or State Laws of whatever nature. TENANT agrees not to perform or permit any practice, which may cause a nuisance to the OWNER, or any of the other residents. TENANT agrees not to install a new lock or change the existing lock on said premises without first obtaining approval of OWNER. TENANT agrees that the covenant contained in this paragraph once breached cannot afterward be performed, and that in case of breach, unlawful detainer proceeding may be commenced at once without any notice whatsoever.
- USE OF APARTMENT:** The apartment shall be occupied solely for residence purposes by TENANT, other persons listed in the application for the Lease, and any children which may be born to or legally adopted by TENANT during their term. Neither TENANT nor any of these persons shall perform or permit any practice that may damage the reputation of or otherwise be injurious to the building or the neighborhood or be disturbing to other tenants, or increase the rate for insurance on the building. TENANT will also be responsible for keeping the apartment neat and clean.
- LOCK-OUTS:** TENANT agrees that he will be liable for a \$45.00 service charge in the event OWNER is required to open the leasehold premises at the request of TENANT or of government authorities.
- CHANGE OR TERMINATION OF LEASE:** After expiration of the term of this lease as aforesaid, or the expiration for any subsequent lease term to which the parties have assented pursuant to the provisions of paragraph eight, this tenancy may be terminated at any time by mutual consent of the parties, or by either party giving notice to the other not less than thirty (30) days before the date desired to terminate. Any provision of this lease may be changed by OWNER in like manner. The TENANT further covenants with OWNER that at the expiration of the time mentioned in this lease, peaceable possession of the said premises shall be given to OWNER in as good a condition as they now are, the usual wear, inevitable accidents and loss by fire excepted, and upon non-payment of the whole of any portion of the rent, service charges and late fees when the same is above promises to be paid, the OWNER may accelerate the balance due or to become due during the term of this Lease Agreement so that it is immediately due and to declare this lease at an end and recover possession as if the same were held by forcible entry and detainer, the said TENANT hereby waiving any notice of such acceleration, election or demand for possession of the premises. The rental application and the information it contains is hereby expressly incorporated into the lease and the TENANT agrees that any incorrect information supplied on the application is a breach of lease and is grounds for immediate eviction.
- AUTOMATIC RENEWABILITY:** THIS LEASE IS AUTOMATICALLY RENEWABLE. TENANT agrees that he shall give written notice thirty (30) days prior to the end of lease term that he does not desire such renewal and that his failure to give such notice shall be deemed an assent to such renewal for an additional subsequent thirty (30) day period upon the conditions herein provided.
- PERSONAL PROPERTY:** TENANT is responsible for his own insurance on personal property. OWNER shall have no liability for loss, damage, or destruction thereof. If TENANT leaves said premises unoccupied for any time while rent is due and unpaid, OWNER OR HIS AGENT MAY TAKE POSSESSION. **All property found after apartment is abandoned or TENANT had moved out shall be disposed of at the TENANT'S expense.**
- JOINT RENTAL RESPONSIBILITY:** The term TENANT used herein shall be construed to mean TENANTS whenever the TENANT signers of this Agreement shall be jointly and severally liable for all rental payments. It being the understanding that EACH TENANT SHALL BE INDIVIDUALLY LIABLE FOR ANY AND ALL RENTAL PAYMENTS due and owing and that all TENANTS shall be liable until such payments are made.
- INSURANCE:** TENANT agrees that TENANT and TENANT'S guests shall not be considered as an additional insured under any insurance policy held by owner, including premises liability insurance and fire insurance. TENANT agrees that tenant shall obtain and maintain insurance to cover any and all damages to the premises caused by the negligent reckless, or intentional acts of TENANT and/or TENANT'S guests. TENANT expressly agrees that TENANT shall be personally liable for any and all damages to the premises caused by fire, water, or other hazard arising from any negligent, reckless, or intentional act of TENANT and/or TENANT'S guest.
- UTILITIES AND FURNISHINGS:** OWNER agrees to furnish the following: range, refrigerator, garbage disposal, ceiling fans and window coverings.
- LEGAL FEES AND RIGHT OF INSPECTION:** TENANT agrees to pay all costs of collection (including but not limited to court costs and reasonable attorney's fees) incurred by OWNER in enforcing by legal action or otherwise any of the OWNER'S rights under this Lease Agreement or under any law of this State. TENANT agrees that he will permit OWNER to exhibit the premises to prospective tenants at reasonable times and that OWNER shall have the right to inspect the premises between the hours of 8:00 a.m. and 6:00 p.m. on any day of the week. TENANT agrees that if tenant does not move out on the date indicated, tenant will be responsible for double rent until new tenant has moved in along with any expenses incurred because of not moving out.
- AUTOMOBILES:** TENANT'S automobile(s) must be in operable condition and have current license plates and tags. Failure to comply will result in notice and/or towing of TENANT'S automobile at TENANT'S expense.
- This Lease Agreement expresses the whole and entire agreement between the parties with reference to the premises and it cannot be modified or changed by any oral or verbal promises by whomsoever made, unless said modification is reduced to writing and acknowledged by the signatures of the parties hereto.
- Any provision hereof found to be unconscionable or to conflict with the provisions of the Illinois Revised Statutes shall be void and of no effect and shall not effect in any way the remaining provisions of this Lease Agreement.

It is illegal for either the owner or the broker to refuse to display or lease to any person because of one's membership in a protected class, e.g.: race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, unfavorable military discharge, military status, or any other class protected by Article 3 of the Illinois Human Rights Act.

Apartment Mart

TENANT

BY: _____

BY: _____
