



405 N. Hershey, Suite 3
 Bloomington, IL 61704
 (309) 661-0033

LEASE AGREEMENT

DATE OF LEASE	LEASE BEGINS	LEASE ENDS	MONTHLY RENT	SECURITY DEPOSIT

LESSOR _____ ADDRESS _____ LESSEE(S) _____

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

- RENT:** LESSEE shall on the first day of each month pay to LESSOR in advance the rent set forth above and specified in SCHEDULE A. A late fee of \$25.00 will be charged if rent has not been received in the office of Central Illinois Properties on or before the 5th day of each month. There will be a \$25.00 service charge for any check returned by the bank for any reason, and LESSEE agrees he shall pay the amount of any such check plus service charges within three (3) days of receiving notice of its dishonor or he shall be in default of this Lease Agreement.
- SECURITY DEPOSIT:** In addition to the payments set forth herein for rent, LESSEE shall, upon execution hereof, deposit with LESSOR the sum of, \$_____ to be applied against damages to any part of the premises leased hereby; or to unpaid utility bills, unpaid rent, cleaning expense upon vacation by LESSEE, or any other expense caused by LESSEE to LESSOR. Said deposit shall be applied to any of the aforesaid losses related to the aforesaid unit unless such damage is paid for prior to the end of the term. Refunds shall be made after inspection of the premises as provided by law. LESSOR and/or Its AGENTS assessment of any such loss or damage shall be binding upon the parties hereto. **The security deposit 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:** LESSEE has examined the apartment and acknowledges that except for the work LESSOR has agreed to do in the application or other in writing, LESSEE is satisfied with the present condition of the apartment and neither LESSOR or LESSEE'S agent have made any representations or promises concerning the physical condition except those specifically set forth in the Lease.
- USE AND CARE OF THE PREMISES**
 - Said premises shall be used by LESSEE solely for residential purposes. Further, LESSEE shall not permit any unlawful or immoral practices to be committed upon the premises, nor perform or permit any practice which may cause a nuisance to the LESSOR or any of the other tenants or damage the reputation of or otherwise be injurious to the building or the neighborhood, or increase the rate of insurance on the building. Further, the use of the premises by LESSEE shall be in a manner consistent with the rights of other residents of said building in accordance with any Federal, State or local laws or ordinances so as not to cause undue disturbance. Nor to allow any other persons to occupy premises hereby rented, excepting casual visits of friends or guests to a two (2) day stay. **NO OTHER PERSON(S) SHALL OCCUPY SAID PREMISES FOR MORE THAN TEN DAYS, IN TOTAL, DURING THE TERM OF THE LEASE.**
 - LESSEE shall be liable for any damage to the premises or the furnishings and appliances within said unit. Upon termination of said Lease, the unit including furnishings and appliances shall be left by LESSEE in a sanitary, clean condition, suitable for immediate lease to another tenant; and any loss, cost or expense occasioned by LESSEE'S failure to do so shall be charged against the aforesaid security deposit. LESSOR and/or Its AGENT'S decision as to said condition, and the necessity of expense to render said unit in a usable condition shall be binding upon the parties hereto.
 - Without limiting the activities or uses otherwise prohibited by this Lease, the following activities are specifically prohibited:
 - NO PETS SHALL BE PERMITTED UPON THE PREMISES.** LESSOR may remove pets without notice. LESSOR is not responsible for removed pets and may release to outdoors.
 - No clothes or wearing apparel shall be hung out of doors or out of the confines of said unit.
 - LESSEE agrees not to store his personal property outside of his unit except in designated storage areas.
 - LESSEE shall not permit or allow any rubbish, waste materials or other products to accumulate upon premises but shall maintain the same in a reasonably clean condition at all times.
 - Padlocks, chain locks or locks of any type on any door exterior or interior are prohibited except locks installed by LESSOR. LESSEE agrees not to change existing lock(s) on said premises without first obtaining approval of LESSOR.
 - LESSEE agrees to abide by local Municipal Noise Ordinance. No parties will be held outdoors. Indoor parties shall be small, controlled and not disturb neighbors. Illegal activities are prohibited at any time.
 - LESSEE may not make changes, temporary or permanent, to the unit including installation of satellite TV without prior written consent of LESSOR.
 - Cars shall be parked only in designated areas and shall not be driven or parked on grass, yard, or sidewalk. Cars must be parked in compliance with Municipal Parking Ordinances. Unless otherwise stated, parking will be limited to 2 spaces per apartment.
 - LESSEE is responsible for putting out garbage and returning cans to storage in compliance with Municipal regulations governing such actions.
- TENANT SHALL NOT SUBLET** apartment OR ANY PART THEREOF without prior written consent of landlord.
- LOCK-OUTS:** LESSEE agrees that he will be liable for a \$40.00 service charge in the event the LESSOR is required to close or reopen the leasehold premises at the request of LESSEE or of government authorities.
- CONSENT TO INSPECT AND SHOW:** LESSOR may with prior notice enter the leased premises at a reasonable time to conduct periodic inspections or perform necessary maintenance. Also, once LESSEE has given notice of their intent to vacate, LESSOR may enter the premises with prior notice to show the unit to prospective tenants.
- CHANGE OR TERMINATION OF LEASE:** This Lease may be terminated prior to the aforesaid expiration term under the following conditions: LESSEE has made six (6) rent payments, gives not less than thirty (30) days notice prior to the end of the month desired to terminate, and pays a penalty equal to one (1) months rent. **LESSEE may NOT terminate lease mid-month.** 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 nine, 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 prior to the end of the lease term. Any provision of this lease may be changed by LESSOR in like manner. The LESSEE further covenants with LESSOR that at the expiration of the time mentioned in this LEASE, peaceable possession of said premises shall be given to LESSOR 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 or any portion of the rent, services charges and late fees when the same is above promised to be paid, the LESSOR may accelerate the balance due or to become due during the term of this Lease Agreement so that it is immediately due.
- AUTOMATIC RENEWABILITY:** THIS LEASE IS AUTOMATICALLY RENEWABLE. LESSEE agrees that he shall give written notice to LESSOR thirty (30) days prior to the end of the lease term if 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:** LESSEE is responsible for his own insurance on personal property. LESSOR shall have no liability for loss, damage or destruction of LESSEE'S personal property. Lessor may remove and store at the expense of the LESSEE all property found contained herein, after move-out or abandonment of the unit by lessee.
- JOINT RENTAL RESPONSIBILITY:** The term of LESSEE used herein shall be construed to mean LESSEES whenever there is more than one tenant. This agreement shall have joint and several liability as to all LESSEES. It being the understanding that EACH LESSEE SHALL BE INDIVIDUALLY LIABLE FOR ANY AND ALL CHARGES AND RENTAL PAYMENTS due and owing and that all LESSEES shall be liable until such payments are made.
- UTILITIES AND FURNISHINGS:** LESSOR agrees to furnish the following:

 LESSEE is responsible for all other utilities and furnishings.
- NOTICE AND LESSOR'S DISTRESS FOR RENT:** If LESSEE violates any covenant, term or condition of this lease and the LESSOR employs an attorney or collection agency to pursue any violation or breach of this lease, the LESSEE shall be liable for all the cost of collections as well as court and legal costs incurred by the LESSOR. LESSEE agrees to allow LESSOR to pursue all legal claims and suite in the Circuit Court of McLean County, Illinois thereby waiving any defense of lack of jurisdiction or venue in said suits. The LESSOR, attorney or debt collector is granted permission to request a credit report on LESSEE, if LESSEE'S outstanding balance to LESSOR is past due over thirty (30) days. Any legal notice or demand may be served by tendering it to any person thirteen years of age or older residing on or in possession of the leased premises; or by certified mail addressed to the LESSEE at leased premises, return receipt requested; LESSEE acknowledges that if the notice by certified mail is returned to the LESSOR with a notification that delivery was refused or unclaimed, it shall be deemed constructive legal notice; or by posting it upon the door of the leased premises if no authorized person under the lease is in possession of the unit.
- SPECIAL PROVISIONS:**

- 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 promise by whosoever made, unless said modification is reduced to writing and acknowledged by the signatures of the parties hereto.
- It is illegal and against Central Illinois Properties' policy to discriminate on the basis of ones membership to a protected class. These classes being race, color, religion, national origin, sex, ancestry, 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.
- Any provision hereof found to be unconscionable or to conflict with 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.

LESSOR:
 By: _____
 Agent _____

LESSEE(S):

