

This is an application copy of the Residential Lease Agreement only. Therefore providing you with a reference copy of the Lease Agreement only. This is not a legal binding document. This allows you a chance to review the agreement before submitting the application.

Residential Lease Agreement

This Residential Lease agreement made and entered into as of the ____th day of _____, _____, by and between Mallory Rental, LLC, hereinafter referred to as the "Owner" and:

John A. Doe

Jan E. Doe, hereinafter referred to as the "Tenant".

WHEREAS, the owner is the registered property owner of the following described real estate, namely described as Mal-Manor, lot 2 and lot 3. Commonly known as 1418 – 1440 Virginia Ave Wood River, Illinois 62095. This agreement is in consideration of OWNER leasing unto TENANT, and TENANT leasing from OWNER, solely for the use as a personal residence. This agreement is in consideration of renting the premises at _____ VIRGINIA AVE WOOD RIVER, ILLINOIS, located in Madison County, Illinois.

WHEREAS, the initial term of this lease shall commence on the ____th day of _____, _____ and extend until its expiration of the ____th day of _____, _____ or twelve (12) months. After the initial twelve (12) months expires, this agreement remains in full-force between the Owner and the Tenant on a month-to-month basis, unless extended pursuant to the terms herein.

WHEREAS, the requested information from the Tenant, as contained in the Lease Application, will become part of this Residential Lease Agreement which will be held in confidence and used only in the event of emergency, default, or breach of this agreement.

NOW, THEREFORE, the parties agree as follows:

1. SECURITY DEPOSIT. Upon execution of this lease agreement, TENANT agrees to pay a \$_____ security deposit, which will be retained by the Owner for the full-term of this agreement. This security deposit will be retained by OWNER for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this lease, or other reasonable damages resulting from a default by TENANT. TENANT is not entitled to interest on the security deposit. TENANT may not apply the security deposit to any rent due under this lease agreement. OWNER agrees to inspect this property after it is vacant, if property is in original condition where NO negligence, carelessness, accident, or abuse of the premises is present, the security deposit will be refunded, unless this agreement is in default (i.e. outstanding rent due or early termination of lease). TENANT shall be liable to OWNER for all damages to the leased premises upon the termination of this lease, refer to Exhibit A for applicable cleaning and damage charges. In the event that actual cause exists for retaining any portion of the security deposit, the OWNER agrees to provide TENANT with a written statement listing the exact reasons for the retention thereof. The OWNER shall be deemed to have complied with this paragraph by mailing the statement and any payment required to the last known address of the tenant via first class mail. If the letter containing the payment is returned undelivered and if the OWNER is unable to locate the TENANT, the payment shall become property of the Owner 90 days after the date the payment was mailed. Nothing in this paragraph shall preclude the OWNER from retaining the security deposit for nonpayment of rent or late fees, for abandonment of the premises, for nonpayment of utility charges, for repair work, or actual damages caused by the TENANT.

2. RENT PAYMENTS. The TENANT agrees to pay \$_____ per month as rent on the above-mentioned premises. This amount is payable in advance on the ____th day of each month, for the length of this agreement. The rent per month, paid to the OWNER, may not be changed during the initial twelve (12) month term of this agreement. After the initial 12-months the rental rate may be changed, due to the conditions of rental expenses.

TENANT agrees that rent monies will not be considered paid until OWNER receives the rent monies, either by mail or by delivery to the addresses listed below. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid, and rent will be considered unpaid until actual receipt thereof.

3. LATE CHARGE/RETURNED CHECK CHARGE. If the TENANT fails to pay the rent when due, TENANT agrees that a twenty-five dollar (\$25.00) late charge is subject to be assessed by OWNER. TENANT agrees that a twenty-five dollar (\$25.00) service charge will be assessed by OWNER for every dishonored check that is returned to the OWNER by owners' banking institution.

4. PARTIES BOUND. TENANT(S) are jointly, severally, and individually bound by, and liable under, the terms and conditions of this lease agreement.

5. TENANT OCCUPANCY. As TENANT stated in the lease application there shall be a total of ___ people living within the leased premises. If the occupancy within the lease premises changes, for any reason, the TENANT is to notify the OWNER so OWNER can comply with local ordinances. If Owner is not notified this agreement will be considered in default. If after notification by TENANT of change in occupancy and the occupancy exceeds the amount feasible for the square footage, per local ordinances, lease agreement is subject to termination by OWNER.

6. UTILITIES. The TENANT is responsible for all telephone bills and electric bills on these premises. TENANT authorizes OWNER to make application in TENANT(S) name to the electric company for electric service to start on the first day of this lease agreement. The TENANT(S) name appearing on this lease agreement must match the name listed on the TENANTS account with the electric company at all times during this lease agreement. For security reasons dusk to dawn lights may consume minimal electric from your premises and are located at your front door. These lights are not to be tampered with and are

considered OWNERS property. OWNER is responsible for all refuse pick-up and water/sewer utilities on these premises.

7. PETS AND ANIMALS. There are to be **NO** pets allowed on these premises. (i.e. dogs, cats) If any pets are found to be on premises, this agreement is in default.

8. PARKING. Designated parking areas are available for TENANTS. Cars, Motorcycles, motorbikes, or minibikes are not to be driven on the grassy areas of the property. All vehicles on the property are to maintain proper license and registration as required by the State of Illinois. Cars are not to be repaired on in the parking areas. Dead storage of inoperable vehicles on the leased premises is not permissible. OWNER will tow all inoperable vehicles at the TENANT(S) expense.

9. CONDITION OF LEASED PREMISES. TENANT hereby acknowledges that TENANT has examined the leased premises prior to the signing of this lease, or knowingly waived said examination. TENANT acknowledges that TENANT has not relied on any representations made by OWNER or Owners agents regarding the condition of the leased premises and that TENANT agrees to take premises in its current condition with no express or implied warranties. TENANT agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of TENANT, Tenant's family or Tenant's invitees, licensees, and or guests. If such damages are incurred, TENANT is required to pay for any resulting repairs at the same time and in additions to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. See Exhibit A for damage charges.

10. ALTERATIONS. TENANT shall make no alterations, decorations, additions, or improvements to the leased premises. Changes of any kind, such as painting, making holes in the walls (including larger screws and nails), etc. must have prior approval of the OWNER.

11. DESTRUCTION OF PREMISES. In the event of the total or partial destruction of the premises by fire, windstorm or other insured cause not due to TENANT's negligence or willful act, the OWNER may either rebuild the improvements or release the TENANT from further liability under the lease, as OWNER may deem proper. During the period of repair, the rent shall be reduced in an amount commensurate with the portion of the premises that are untenable during such period of repair.

12. DANGEROUS MATERIALS. TENANT shall not keep or have on the leased premises any article or thing of dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire, or that might be considered hazardous by any responsible insurance company. The use of kerosene heater(s), propane heater(s), or electric space heater(s) is forbidden.

13. TENANT LIABILITY. TENANT will assume legal responsibility for acts conducted by the TENANT, TENANT's family or TENANT's invitees on the leased premises. The Tenant, Tenant's family or Tenant's invitees shall not perpetrate, allow or suffer any acts of omissions contrary to the law or ordinances upon the leased premises. If law enforcement officials notify the Owner of any violations, this agreement is subject to default.

14. OBLIGATIONS AND DUTIES OF TENANT. The following are conditions on which this lease agreement is made and accepted, therefore TENANT agrees to: (a) prompt payment of the rent as specified, (b) faithful observance of the rules and regulations attached to this lease and of such other and further reasonable rules and regulations as may be hereafter made by OWNERS, (c) maintain the leased premises in substantially the same condition and comply with the requirements of applicable building and housing codes materially affecting health and safety, (d) conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of their premises, (e) not deliberately or negligently

destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any other person to do so.

15. OBLIGATIONS AND DUTIES OF OWNER. OWNER agrees to: (a) comply with the requirements of applicable building and housing codes materially affecting health and safety, (b) Maintain the leased premises, its plumbing, heating and cooling system, in the same condition as at the inception of this lease agreement unless the leased premises, its plumbing, heating and cooling system is damaged or impaired as a result of the deliberate or negligent actions of the TENANT or those present with TENANT'S knowledge or permission.

16. OWNER ENTRY AND LIEN. TENANT shall permit OWNER and the owners' agents and employees of the OWNER to enter unto and upon the leased premises at all reasonable times and upon reasonable notice for the purpose of inspecting and/or repairing the leased premises. The TENANT agrees to promptly report to the OWNER any repairs which need to be made to the property. No Tenant incurred expense shall be deducted from the monthly rent under any circumstances whatsoever. Neither, the OWNER or owners' agent accepts responsibility for injury or damages resulting from unreported deficiencies. In most conditions OWNER and TENANT will make prior arrangements for repairs or intent to enter premises, except in the case of an emergency.

17. SEWER/PLUMBING. Any sewer or plumbing problems, due to your negligence, will be your responsibility to have repaired at TENANT expense (i.e. flushing anything other than toilet paper down the toilet or allowing items to flow through sewer plumbing, etc.)

18. TENANT INSURANCE. The OWNER will **not** be liable to TENANT, Tenant's family or Tenant's invitees, licensees, and/or guests for damage to TENANT'S personal property caused by fire, theft, water, or malfunction of equipment including bursting of pipes or backing up of sewer, etc. OWNER will not compensate TENANT or anyone else for

damages proximately caused by any source whatsoever, or by Acts of God. The TENANT is responsible for personal property insurance.

19. LIABILITY AND NOTICE OF INJURIES. The OWNER is **not** responsible or liable for accidents that occur in or around the leased premises, unless it is plainly due to OWNER neglect. In the event of any significant injury or damage to TENANT, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in or around the leased premises, written notice of same shall be provided by TENANT to OWNER at the address designated in this agreement. This notice must be delivered as soon as possible but not later than five (5) days after said injury or damage.

20. NOTICE OF INTENT TO SURRENDER. TENANT shall give not less than a 30 day written notice of intended plans to vacate these premises. No verbal notice of intent to vacate will be accepted. If TENANT terminates lease before this Agreement expires (12-months), deposit will not be refunded.

21. REDELIVERY OF PREMISES. At the expiration or earlier termination of this lease agreement, TENANT shall peacefully and quietly quit and surrender to OWNER the premises in good order and condition as the commencement of this lease agreement and subject to the other provisions of this lease agreement including any attachments.

22. ABANDONMENT. Abandonment shall be defined as the absence of the TENANT from the leased premises for a period of seven (7) or more consecutive days while rent monies remain unpaid, whereupon TENANT will be considered in breach of this lease agreement. This definition is subordinate to, and shall not in any way impair, the rights and remedies of the OWNER under this lease agreement or applicable Illinois law, except in case of abandonment. OWNER or owners' agents may immediately, at their option, enter the leased premises by any means without being liable for any prosecution therefore, and without becoming liable to TENANT for damages or for any payment of any kind whatsoever and terminate this lease without notice to TENANT. Furthermore, all property

of TENANT remaining on the premises after the termination of this lease shall be conclusively deemed abandoned, and may be removed by OWNER. If this occurs TENANT shall reimburse OWNERS for the cost of such removal.

23. ASSIGNMENT, SUBLEASES, ETC. The TENANT shall not assign, sublease, or transfer this lease agreement or any part of the leased premises without the written consent of the OWNER.

24. TENANT DEFAULT. Once monthly rent payment becomes more than fourteen (14) calendar days past the date which the payment is due the OWNER declares this agreement in default. If the default continues for five (5) calendar days after service of written demand by OWNERS for payment of rent or possession of the premises, OWNER may terminate the lease. If TENANT fails to comply with any of the material provisions of this lease, other than the covenant to pay rent, or any present rules and regulations or any that may be hereafter prescribed by OWNER, or materially fails to comply with any duties imposed on TENANT by statute, within thirty (30) calendar days after service of a written notice by OWNER specifying the noncompliance and indicating the intention of OWNER to terminate the lease by reason thereof, OWNER may terminate this lease.

25. NOTICES. Any notices from OWNER to TENANT shall be in writing and shall be deemed sufficiently served upon TENANT when deposited in the mail addressed to the leased premises, or addressed to TENANT's last known post office address, or hand delivered, or prominently posted on the front door of the leased premises. If TENANT is more than one person, then notice to one shall be sufficient as notice to all. Any notices from TENANT to OWNER shall be in writing and delivered to OWNER'S address, either by hand delivery or by or by mail at the following address:

Mallory Rental, LLC
1818 Vaughn Road
Wood River, Illinois 62095

26. ATTORNEY FEES. In the event of default or breach of this agreement appropriate action by the OWNER or his legal counsel may be taken. In the event that OWNER must employ an attorney to collect any rents or other charges due hereunder by TENANT or to enforce any of the covenants herein or to protect the interest of the OWNER hereunder, Tenant agrees to pay all costs resulting from such action. These costs include but are not limited to all repairs resulting in breach, default, and all expenses and costs incurred by OWNER.

27. EMINENT DOMAIN. If the premises or any part thereof or any estate therein, or any part of the building materially affecting tenant's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to tenant. TENANT shall not be entitled to any part of the award for such taking or any payment in lieu thereof.

28. SUCCESSORS, HEIRS AND ASSIGNS. This lease agreement shall be binding upon, and shall inure to the benefit of, the successors, heirs, personal representatives, executors, and assigns of parties hereto.

29. GOVERNING LAW. This lease is governed by the statutory and case law of the State of Illinois.

30. LEAD BASE PAINT DISCLOSURE. Housing built before 1978 may contain lead-based paint. Lead from the paint, paint chips, and dust can pose health hazards if not managed properly. Owner has conformed to all federal requirements regarding lead-based paint disclosure. Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

The foregoing agreement, including any attachments, constitutes the entire agreement between the parties. TENANT acknowledges that TENANT has read and accepted this lease agreement, as stated, and has been furnished a duplicate original.

Tenant(s) Signature(s):

Owner Signature

on behalf of Mallory Rental, LLC

Signed and received this ___th day of _____, _____.

NOTICE TO TENANT:

If any part of the lease is not fully understood competent legal advice should be sought before signing.

Residential Lease Amendment (Exhibit A)

Maintenance & Emergency Instructions

For maintenance needs please contact the owner with maintenance requests. The telephone number is 618-259-1739.

For emergency needs please contact the OWNER immediately. The telephone number is 618-259-1739.

Emergencies – The following items constitute serious emergencies.

- Fire and/or natural disasters that damage or threaten damage to life or property.
- Heating system breakdown in weather below freezing.
- Broken water pipes or serious water leaks.
- Electrical short or failure.
- Plumbing back up.
- Burglaries and/or vandalism.

Cleaning Fee

A minimum cleaning fee of one hundred dollars (\$100.00) will be retained by OWNER if cleaning of any kind must be done to restore the leased premises to its original condition. The minimum cleaning fee is in addition to the damage charges described below, if damages are present.

Damage Charges

Payment for charges incurred by a TENANT must be paid in full within thirty (30) days of receipt of an invoice for the services, repairs and materials. The following is a suggested schedule of charges to be used in determining the deductions to be made for damages or loss from a TENANT's security deposit. This suggested schedule would also be used for charges during the period of occupancy for which the TENANT(s) agrees to pay for separately from rent or security deposit funds. The following schedule is a guide. The final charges will be determined by the cost incurred at the time the work or items are completed.

Tenant's Initials _____

Charges for Damages (Subject to change at any time.)

Excessive dirty carpet	\$ 45.00	Door locks (each)	\$ 40.00
Carpet burn holes	\$ 60.00	Resilient/ laminate floor replacement	\$ 250.00
Excessive cleaning of stove	\$ 30.00	Broken light fixtures (per light)	\$ 30.00
Excessive cleaning of refrigerator	\$ 30.00	Excessive painting (per room)	\$ 50.00
Kitchen Counter top burns (resurfacing/replacement needed)	\$ 200.00	Broken window (per window)	\$ 175.00
Stove Racks (per rack) \$ 20.00		Window screen replacement/repair	\$ 40.00
Broiler Pans	\$ 20.00	Interior Wood doors/closet	\$ 175.00
Sink/Tub Chips (any size, per chip)	\$ 40.00	Patch/Repair doors/closet w/ nail holes	\$ 40.00
Stove/Refrigerator Chips (per chip)	\$ 50.00	Smoke Detector	\$ 25.00
Refrigerator Crisper Glass	\$ 35.00	Toilet replacement	\$ 95.00
Repair/Replace mirrors and/or medicine cabinet (each)	\$ 75.00	Cabinet Repair/Replace (per cabinet)	\$ 175.00