



# MAINSTREET ORGANIZATION OF REALTORS® RESIDENTIAL LEASE

Not to be used for rental property in the City of Chicago.

Date of Lease	Term of Lease		Monthly Rent	Security Deposit
	Beginning	Ending		

## TENANT

Name(s) \_\_\_\_\_

## LANDLORD

Name(s) \_\_\_\_\_

Premises Address \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

City, State, Zip \_\_\_\_\_

In consideration of the mutual covenants and agreements herein stated, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for a private dwelling, the unit designated above (the "Premises"), together with the appurtenances thereto, and the common elements or limited common elements appurtenant thereto, if any, for the above term. Along with the dwelling unit described herein, the premises include the following (check all that apply):

- ☐ Parking space(s) (Identified as \_\_\_\_\_ and containing \_\_\_\_\_ parking spaces).
- ☐ Garage (Identified as \_\_\_\_\_ and containing \_\_\_\_\_ parking spaces and \_\_\_\_\_ transmitters).
- ☐ Refrigerator    ☐ Oven/Range/Stove    ☐ Microwave    ☐ Dishwasher    ☐ Washer    ☐ Dryer
- ☐ Window Air Conditions(s) (# \_\_\_\_\_)    ☐ Storage locker    ☐ Other Description: \_\_\_\_\_.

### If Dual Agency applies, complete Paragraph 20.

**1. RENT:** Tenant shall pay to Landlord, monthly in advance without demand as rent for the Premises the sum stated above at Landlord's address stated above or such other address as Landlord may designate in writing. Time of such payment is of the essence of this agreement. All rent shall be due as of the first day of each month and shall be paid not later than the fifth day of each month.

Any rent not paid by the fifth day of the month shall incur a late payment penalty of \_\_\_\_% of the monthly rent (if blank then 5%).

**2. SECURITY DEPOSIT:** Tenant herewith has paid to Landlord the security deposit stated above, receipt of which is acknowledged by Landlord, as security for the faithful performance of the terms of this Lease by Tenant, including, but not limited to, payment of rent and to the return of the Premises in undamaged condition. Any unused portion of the security deposit will be returned to Tenant, without interest, within \_\_\_\_\_ days (if blank then 30 days), or sooner if required by applicable law, from the date that Tenant has vacated the Premises. Tenant acknowledges that Tenant has inspected the Premises and that the Premises are in good repair, except as specified below, and that no representations as to the condition or repair thereof have been made by the Landlord, or Landlord's Designated Agent, prior to or at the execution of this Lease, that are not herein expressed.

DEFECTS (if any) \_\_\_\_\_

Tenant Initial \_\_\_\_\_ Tenant Initial \_\_\_\_\_ Landlord Initial \_\_\_\_\_ Landlord Initial \_\_\_\_\_

Address \_\_\_\_\_

**3. UTILITIES AND SERVICES:** In addition to the monthly rent specified above, Tenant shall be responsible for payment of the following (check all that apply):

☐Electricity   ☐Gas   ☐Water/Sewer   ☐Heating Fuel   ☐Refuse Removal   ☐Homeowner Association Dues

If Tenant fails to pay any of the above, Landlord may pay them on Tenant's behalf. In such event Tenant shall promptly reimburse Landlord for all such payment, plus any penalties paid by Landlord, upon demand by Landlord. In the event any of the above utilities are not levied specifically on or in respect of the Premises, the Tenant shall pay to Landlord as additional rent \_\_\_\_\_% of said utilities charged on the building of which the Premises is a part.

**4. USE, SUBLET, ASSIGNMENT:** The Premises will be used and occupied as a private, single-family premises by (list individual names): \_\_\_\_\_

and no others. Tenant will not permit the Premises to be used for any unlawful purpose or purposes that will injure the reputation of the Premises or of the neighborhood, and will not permit the Premises to remain vacant or unoccupied for more than thirty (30) consecutive days. Tenant will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that herein specified. Tenant will neither assign this Lease nor sublet the Premises without the prior written consent of Landlord; such consent will not be unreasonably withheld. Landlord's consent in this instance will not waive Landlord's right to refuse subsequent assignments or sub-lettings nor will Landlord's consent release Tenant from liability under this Lease.

**5. POSSESSION:** Landlord will tender possession of Premises not later than the beginning date of this Lease. Possession shall be deemed to have been given when Landlord delivers to Tenant the keys for the vacant Premises. If Landlord does not deliver possession of the Premises to Tenant as stipulated herein, Tenant may cancel and terminate this Lease, with written notice to Landlord. In this instance, neither party will be liable to the other and any sums paid by Tenant under this Lease will be refunded. If Tenant accepts late delivery of the Premises, then the rent will be reduced on a pro-rated daily basis for that monthly term from the date of actual possession. The term of this Lease will not be extended by any such late delivery.

**6. ALTERATIONS AND IMPROVEMENTS:** Tenant will not make any alterations or improvements, including decorating, without the prior written consent of Landlord. Any alterations or improvements that are made will remain and be surrendered upon termination of this Lease. Any such acceptance will not relieve Tenant for any costs incurred by Landlord as a result of any alterations or improvements. Tenant shall be responsible for all costs incurred by Landlord as a result of any unapproved alteration or improvement.

**12. COMPLIANCE:** Tenant will in every respect comply with applicable local ordinances with the rules and orders of the health officers thereof, with the orders and requirements of the police department, with the requirements of any underwriters' association so as not to increase the rates of insurance upon the building and contents thereof, with the rules and orders of the fire department with respect to any matters coming within their jurisdiction, with the rules and bylaws of any applicable homeowner's association and with any Landlord's rules attached hereto.

**7. MAINTENANCE REPAIRS:** Tenant will keep the Premises in good and sanitary condition at Tenant's sole expense during the term of this Lease and during any renewal period or extension thereof. Tenant will maintain the fixtures and mechanical systems in good operating order, and will further be responsible for the following (check all that apply):

Tenant Initial \_\_\_\_\_ Tenant Initial \_\_\_\_\_ Landlord Initial \_\_\_\_\_ Landlord Initial \_\_\_\_\_

Address \_\_\_\_\_

☐ Snow/ice removal from driveways and sidewalks      ☐ Lawn mowing  
☐ Landscape maintenance (other than lawn mowing)      ☐ Scavenger service  
☐ \_\_\_\_\_      ☐ \_\_\_\_\_

Landlord will be responsible for any structural or major maintenance and repairs, other than routine maintenance and repairs that are not due to Tenant's misuse, waste or neglect or to that of Tenant's authorized occupants or visitors.

Any appliances contained in the Premises are provided for the Tenant's convenience. Landlord does not warrant the fitness or uninterrupted use or enjoyment of such appliances by Tenant. Any interruption of Tenant's use and enjoyment of such appliances shall not constitute "constructive eviction," nor form the basis for any defense, set-off or counter claim by Tenant.

Tenant agrees to pay for any and all repairs, including approved or unapproved improvements or alterations, that shall be necessary to put the Premises in the same condition as existed at commencement of this Lease, reasonable wear and tear and loss by fire or acts of nature excepted, and the expense of such repairs shall be included within the terms of this Lease. In the event Tenant shall fail to maintain the Premises as provided hereunder, and upon notice by the Landlord fails to correct any deficiencies, such failure shall constitute grounds for termination of this Lease by Landlord.

Any maintenance or repair that is not the obligation of Tenant shall be the responsibility of the Landlord. Landlord shall discharge its maintenance and repair responsibilities in a timely manner. In the event Landlord fails to do so, and upon notice by Tenant fails to correct any deficiencies, such failure shall constitute grounds for termination of this Lease by Tenant.

**8. DAMAGE BY FIRE OR CASUALTY:** If the Premises is damaged by fire or other casualty not due to Tenant's negligence, Landlord will begin repairs as soon as possible. If the damaged Premises is uninhabitable, the rent will cease until the repairs are made. If the Premises is not restored to habitable condition within \_\_\_\_\_ days (if blank, then sixty (60) days) this Lease may be terminated at the option of Tenant upon written notice to Landlord. If Landlord decides not to repair or re-build, Landlord may terminate this Lease by giving Tenant immediate written notice and Tenant will surrender the Premises to Landlord. Landlord shall be responsible for all costs of repair of the Premises, provided the damage is not caused by any willful act or negligence on the part of Tenant. If the damage is caused by Tenant's willful act or negligence, Tenant shall be responsible for all costs of repair of the Premises and Tenant shall remain obligated to pay all rent and other charges through the end of this Lease, regardless of the habitability of the Premises.

**9. CONDEMNATION:** If any part of the Premises is taken by any authority for any public or quasi-public purpose or use or a settlement or a compromise or a settlement in lieu thereof be made that would substantially alter the intended use of the Premises, this Lease will terminate from the date when possession of the Premises is taken. Tenant will have no right to any damages awarded or settlement made in this regard.

**10. DEFAULT:** If rent or any other sum due Landlord is unpaid; if there is default in compliance with any term of this Lease; if the Premises is abandoned, deserted or vacated by Tenant; or if the Landlord is otherwise entitled under the law, then Landlord will have the right to terminate this Lease in accordance with any applicable statute or ordinance. In any action with respect to this Lease, the Parties are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing Party as ordered by a court of competent jurisdiction.

**11. HOLDOVER:** Tenant will deliver possession of the Premises to Landlord upon expiration or termination of this Lease. If Tenant fails to do so, Tenant will pay an amount equal to three (3) times the monthly rent specified in

Tenant Initial _____	Tenant Initial _____	Landlord Initial _____	Landlord Initial _____
Address _____			
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this Lease for each month or portion thereof that Tenant remains in possession of the Premises. Tenant will have no rights in the Premises and will be a tenant in sufferance. Tenant will pay to Landlord any damages and costs incurred by Landlord as a result of any holding over. Acceptance of rent after expiration or termination of this Lease will constitute a renewal on a month to month basis.

**12. LIABILITY:** Landlord will not be liable to Tenant for any damage to Tenant's person or property or agents, employees, guests or invitees other than for Landlord's gross negligence. Tenant will indemnify and hold Landlord harmless from all claims of any nature. Tenant shall be required to maintain renters insurance during the term of this Lease. Tenant shall furnish a copy of said policy to Landlord.

**13. RIGHT OF ENTRY:** Landlord or Landlord's agents will have the right to enter the Premises at reasonable times with reasonable notice, except in the event of an emergency, in order to inspect, to make ordinary, necessary repairs or alterations, to enforce the provisions of this Lease and to show the Premises to prospective purchasers or tenants. Tenant will allow Landlord to have placed upon the Premises, at all times, notices of "For Sale" and/or "To Rent" and will not interfere with the same.

**14. SUBORDINATION:** This Lease is subject to and subordinate to the lien of all mortgages now or hereafter placed on any part of Landlord's property that includes the Premises, to any extensions and renewals thereof and to advances now or thereafter made on the security thereof. Tenant will execute such instruments evidencing subordination at Landlord's request. If Tenant fails to comply with such request, Tenant hereby irrevocably empowers Landlord to do so in Tenant's name.

**15. NOTICES:** Any notice to Tenant addressed to the Premises or the Landlord at the address designated by Landlord will be sufficient, if in writing and delivered to either party in person or by certified mail.

**16. SEVERABILITY:** If any part of this Lease is construed to be unenforceable, the remaining parts will remain in full force and effect as though any unenforceable part was not written into this Lease.

**17. LEAD-BASED PAINT DISCLOSURE:** Prior to signing this Lease, Tenant (check one) ☐has ☐has not received the EPA Pamphlet, "Protect Your Family from Lead in Your Home," and (check one) ☐has ☐has not received a Lead-Based Paint Disclosure.

**18. RADON DISCLOSURE:** Prior to signing this Lease, Tenant (check one) ☐has ☐has not received a Radon Disclosure.

**19. RULES AND REGULATIONS:** Tenant and other authorized occupants and guests will comply with all occupancy rules and regulations of Landlord, if any, and, with any homeowner association or condominium association rules and regulations as amended from time to time and furnished to Tenant. Failure to comply with the occupancy rules and regulations will be considered a default under the terms of this Lease.

**20. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to \_\_\_\_\_ (Designated Agent) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Designated Agent acting as a Dual Agent with regard to the transaction referred to in this Lease.

**21. ATTORNEY REVIEW:** The Parties agree that their respective attorneys may approve or make modifications to this Lease, other than stated rental price, within five (5) business days after the date of the Lease. If within ten (10) Business Days after the Date of Acceptance, written agreement cannot be reached by the Parties with respect to resolution of proposed modifications, then either Party may terminate this Lease by serving written notice to the

other Party, whereupon this Lease shall be null and void and security deposit shall be refunded to Tenant by Landlord. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, THIS PROVISION SHALL BE DEEMED WAIVED BY THE PARTIES, AND THIS LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

**22. OTHER TERMS OR PROVISIONS:**

- (a) Pets ☐ are ☐ are not permitted under this Lease. If pets are permitted, such permission is limited as follows: type \_\_\_\_\_ weight \_\_\_\_\_ number of \_\_\_\_\_. Further, the following additional conditions apply: \_\_\_\_\_.
- (b) In addition to any other remedies afforded to Landlord under this Lease, Landlord may charge Tenant an amount equal to 5% of the monthly rent for any returned check. Two occurrences of returned checks during the term of this Lease, including any extension of the term thereof, will require all future rental payments by Tenant to be made by cashiers or certified check.
- (c) Tenant shall pay ten dollars (\$10.00) for each and any lost key replaced by Landlord.
- (d) Tenant will not install satellite dishes, antennae or cables for television, radio, sound equipment, computer equipment or Internet access without Landlord's written consent in each case, and shall remove same and restore all walls or other appurtenances prior to vacating Premises.
- (e) (Check all that apply) Notice is hereby provided pursuant to Illinois statute that ☐ Landlord ☐ Tenant is an Illinois licensed Real Estate Broker
- (f) Landlord is required to re-key all locks prior to possession.

**23. ENTIRE AGREEMENT:** This document and the documents incorporated herein are the entire agreement of the Parties and no representations of either party are binding unless contained herein. No oral statements will be binding on either party. This Lease may only be modified by mutual agreement of the Parties. The following are hereby incorporated herein and made part of this Lease:

**THIS FOLLOWING OPTIONAL PARAGRAPH APPLIES ONLY IF INITIALED BY ALL PARTIES.**

**24. AGREEMENT FOR PROPOSED FUTURE PURCHASE BY TENANT:** On or before the Commencement Date of this Lease, the Landlord and Tenant shall enter into a mutually acceptable agreement for the Tenant's proposed future purchase of the Premises. In the event such agreement has not been executed this Lease shall be null and void.

THIS IS A LEGALLY BINDING DOCUMENT. PRIOR TO THE EXECUTION OF THIS LEASE, LANDLORD AND TENANT ARE ENCOURAGED TO CHECK ORDINANCES AND REGULATIONS TO VERIFY THE REQUIREMENTS OF THE APPLICABLE GOVERNMENTAL AUTHORITY IN WHICH THE PREMISES IS LOCATED.

IN WITNESS WHEREOF, the parties have signed and sealed this Lease on the date before written.

DATE _____	DATE _____
_____ TENANT SIGNATURE	_____ LANDLORD SIGNATURE
_____ TENANT SIGNATURE	_____ LANDLORD SIGNATURE

### GUARANTEE

For value received, the undersigned hereby guarantees the payment of the rent and the performance of the covenants by the Tenant of the terms of the Lease.

_____ GUARANTOR SIGNATURE	DATE _____
_____ PRINT GUARANTOR'S NAME	_____ GUARANTOR'S PHONE
_____ GUARANTOR'S ADDRESS, CITY, ZIP	

### FOR INFORMATION ONLY

_____ Tenant's Cell Phone Number(s)	_____ Landlord's Cell Phone Number(s)
_____ Tenant's Other Phone Number(s)	_____ Landlord's Other Phone Number(s)
_____ Tenant's E-Mail Address	_____ Landlord's E-Mail Address
_____ Tenant's E-Mail Address	_____ Landlord's E-Mail Address
_____ Tenant's Managing Broker      MLS#	_____ Landlord's Managing Broker      MLS#
_____ Tenant's Designed <u>Agent</u> MLS #	_____ Landlord's Designated Agent      MLS #
_____ Phone      Fax	_____ Phone      Fax
_____ Tenant's Designated Agent's      E-Mail	_____ Landlord's Designated Agent's      E-Mail
_____ Tenant's Attorney	_____ Landlord's Attorney
_____ Phone      Fax	_____ Phone      Fax
_____ Tenant's Attorney's E-Mail	_____ Landlord's Attorney's E-Mail

<i>Tenant Initial</i> _____	<i>Tenant Initial</i> _____	<i>Landlord Initial</i> _____	<i>Landlord Initial</i> _____
<i>Address</i> _____			
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