

(Attention: In the City of Carbondale IL a lease such as the following must be accompanied by an Addendum listing any additional fees that the Landlord may try to collect such as late rent etc.)

RESIDENTIAL LEASE

This lease is made and entered into this _____ day of _____, 20____,

between the LESSOR(S)(Landlord) _____

and the LESSEE(S) (Tenant)_____

1. DESCRIPTION OF PREMISES

The lessor hereby leases to the lessee(s) the premises located at _____

The demised premises is a _____ bedroom house/ apartment furnished with a ___ refrigerator, ___ stove, ___ washer and dryer, ___ dishwasher, ___ cable TV, ___ other _____.

2. TERM OF THE LEASE

This lease shall begin on _____, 20____ and run continuously until _____, 20____

3. AMOUNT AND DUE DATE OF RENTAL PAYMENTS

Lessee shall pay the 1st month rent of \$_____ and last month rent of \$_____ at lease signing. The remainder of the rent will be paid in monthly installments of \$_____ on the 1st of each month beginning on _____ and ending on _____. **At lessors discretion, late fees may accrue at \$_____ per day beginning on the 2nd day of each month that the rent is late. All amounts are refundable until the move in date.**

4. SECURITY DEPOSIT

The lessee(s) shall pay to the lessor a fully refundable security deposit of \$_____ at lease signing. In addition the lessee will pay a fully refundable \$_____ pet deposit in consideration of ___ dog(s), ___ cat(s), ___ other_____. These deposits shall be returned to the lessee(s) upon inspection of the demised premises at the termination of this lease if the demised premises is left in **“same as move in condition”**. It shall be the responsibility of the lessee(s) to either repair or pay for the repair of any damage to the dwelling unit **“beyond normal wear and tear”**. The lessor may deduct from the security deposit the cost of repairing damage to the dwelling unit caused by acts of negligence by the lessee(s) or invited guests. For any part of the security deposit withheld to cover the cost of repairing damage to the dwelling unit, the lessor must, within 30 days after the lessee vacates the unit, furnish the lessee(s) an itemized statement of all damage found, the cost of repairing the damage, and copies of the paid receipts for repairs made. These deposits shall not be used in lieu of rent unless approved by the lessor. **All amounts are refundable until the move in date.**

5. UTILITIES

The lessor shall furnish the following utilities/services, as indicated, at no cost to the lessee(s):

Heat _____, Electricity _____, Water _____, Trash Removal _____,

The lessee(s) shall pay for the following utilities/services, as indicated: Heat _____, Electricity _____, Water _____, Trash Removal _____,

The lessee(s) shall make arrangements for connection of and payment of all necessary deposits for utilities/services not provided by the lessor.

6. USE OF THE PREMISES

It is agreed that the dwelling unit is for the full residential use and enjoyment of the lessee(s) during the term of the lease. It shall be the right of the lessee(s) to entertain guests on the premises at any and all

times. It is also agreed that the lessee(s) shall take reasonable precautions to avoid disturbing the quiet enjoyment of other residents.

7. ALTERATIONS

The lessee(s) shall make no alterations to the demised premises without the written consent of the lessor.

8. ASSIGNMENT / SUBLETTING

The lessee(s) may assign/sublet this lease at any time during the term of the lease with the written permission of the lessor. The lessor shall not withhold permission to assign this lease unless the assignees/subletees are found unsuitable due to relevant financial or legal circumstances.

9. BREACH OF LEASE

In the event of a breach of the lease by the lessee(s), the lessor shall notify the lessee(s) in writing of the breach of lease and shall pursue a remedy within the bounds of applicable State Statutes and local ordinances.

In the event of a breach of the lease by the lessor(s), the lessee shall notify the lessor(s) in writing of the breach of lease and shall pursue a remedy within the bounds of applicable State Statutes and local ordinances.

The lessor and lessee shall each bear separate responsibility for their own legal costs relating to any disputes involving this lease.

10. LESSEE(S) RESPONSIBILITIES The Lessee (Tenant);

- 1) shall keep the dwelling unit in a clean and sanitary condition in order to avoid infestation by vermin or rodents.
- 2) shall take all reasonable precautions to avoid stopping up the drain pipes.
- 3) shall take reasonable precautions to avoid freezing of water pipes by not turning off the heat in the winter months.
- 4) shall place trash in the appropriate receptacles.
- 5) shall not leave refuse, debris, animal droppings or inoperable/unlicensed motor vehicles on the premises.
- 6) shall notify the lessor in writing of needed repairs as soon as reasonably possible. In the event of an emergency, the lessor will be notified in person or by phone.
- 7) shall avoid disturbing other residents and neighbors with excessive noise.
- 8) shall keep any pets in good health and under reasonable control.
- 9) Lessee shall leave the demised premises in "same as move in" condition less normal wear and tear at lease termination.
- 10) shall make reasonable accommodations to allow the lessor to show the premises to prospective tenants, to make necessary repairs or to control pests.
- 11) shall notify lessor at least 60 days prior to the lease termination of intent to renew the lease. If lessee gives no notice prior to 60 days the landlord may relet the premises to another party upon the termination of the lease.

11. LESSOR RESPONSIBILITIES The Lessor (Landlord);

- 1) shall maintain the dwelling unit in accordance with all applicable Housing Code and Building Codes.
- 2) shall maintain and repair all heating/air-conditioning systems, appliances, plumbing, windows, doors, smoke alarms etc. to insure that they are in good working order at all times.
- 3) shall make necessary repairs to the dwelling unit and all appliances and furnishing contained therein within 2 working days after receiving written notification of the problems from the lessee(s). If repairs cannot be completed in 5 days, the lessor shall notify the lessee(s) of such delay. In cases which involve essential services, the lessor shall make suitable substitutes available or refund the rent paid for the period of time that the essential services are unavailable.
- 4) may enter the dwelling unit only at reasonable times and for a specific purpose, i.e., to make repairs or show the unit to prospective tenants. The lessor shall contact the lessee(s) at least 24 hours prior to entering the dwelling unit In the event of an emergency the lessor can make an immediate entry as is necessary and reasonable to remedy the situation.
- 5) may begin showing the demised premises to prospective tenants 60 days before the lease is to terminate. Lessor shall give the lessee a minimum 24 hours notice before showing the lessees unit. Lessor shall only show the unit during reasonable hours between 9am and 5pm or at other times with the consent of the lessee.
- 6) shall keep the unit free of vermin and rodents and if necessary, to exterminate on a regular schedule.
- 7) shall be responsible for the mowing and upkeep of the yard property exterior except for those responsibilities born by the lessee in paragraph #10, item #3.
- 8) may choose not to renew this lease upon its termination. If the lessor chooses not to renew the lease, the lessor shall notify the current lessee at least 60 days prior to the termination of the lease.
- 9) neither insures nor indemnifies the lessee for the loss of the lessees personal property due to non-negligent accidents or acts of nature.

12. LOSS BY FIRE OR OTHER CASUALTY

In the event that the leased premises shall be rendered untenable by fire or other casualty, the terms of this lease shall cease and the lessor shall, within 5 days, return to the lessee(s) the security deposit and all rents paid for each day past such termination of the lease.

13. FURTHER AGREEMENTS

NO ORAL PROMISES OR AGREEMENTS ARE BINDING ON EITHER THE LESSOR OR THE LESSEE(S). This lease and any additional agreements stated below and initialed by all parties shall constitute the entire contract for leasing of the dwelling unit:

LESSEE(S) (Tenant)

LESSOR(s) (Landlord)
