

## Lease Contract Agreement

IT IS AGREED AS FOLLOWS:

This lease is a combination of both contract and property law. It's property law because it involves the rights to convey and occupy real estate. It's contract law because the lease is an agreement that defines each side's rights and responsibilities. A lease agreement is therefore a contract between landlord and tenant. Like all contract's, it's an exchange of promises. The most basic exchange is the tenant's promise to pay rent in exchange for the landlord's promise to provide the premise. Wherever the term lease is used following throughout it shall also mean contract. In the case of this lease, the tenant receives the right to exclusive possession of the property for the length specified subject to the agreed-upon limitations set out in the lease, and the general legal obligation to return the property in good shape at the end of the lease in exchange for paying the full lease amount on time as specified.

LESSOR, Michael Markstahler HEREBY LEASES TO LESSEE(S) **names here** THE PREMISES KNOWN AND DESCRIBED AS:

A **Single family residence** at **\_\_\_Champaign, IL 61820**. The unit has the following appliances: **list appliances**.

The specific terms of this lease are designed to more clearly layout the duties, rights and obligations of both the landlord and the tenant AND BOTH PARTIES AGREE TO BIND THEMSELVES TO BY SIGNING THIS LEASE.

Definition of terms –

1. Lease shall also be known as contract.
2. Landlord shall also be known as lessor.
3. Tenant may also be known as lessee.
4. Abandon and abandoned shall mean any one or more of the following and any one or more of the following shall be sufficient to meet the definition of abandon or abandoned:
  - a. Any utilities the tenant is responsible for have been turned off
  - b. Any doors or first floor windows are left unlocked for a time longer than forty-eight hours
  - c. If rent is late as defined below and the domicile is not occupied for a period of five days subsequent to the lease being late.
5. Holdover shall mean any amount of time the tenant holds possession of the rental property beyond the day and hour of the lease termination as specified in this lease. Holds possession shall mean having any property inside the rental property or within the legal boundaries of the property including outside areas.
6. Rent shall also be known as a periodic contractual payment as specified below.
7. Month shall mean any one of the twelve calendar months.
8. Day shall mean any of the days of the year and shall not be modified by holidays or weekend days. A day for purposes of on time payment shall mean midnight to midnight of any twenty-four hour period.
9. Security Deposit shall mean an agreed upon sum of money that the tenant shall give to the landlord specifically for the purpose of securing this lease. The landlord may apply money from the security deposit towards all short rents, late payment fees, costs to bring the unit back to the same condition it was in when the tenant took possession. Among these costs can be turning utilities on to do

work, trash hauling, repairs/replacement, making new keys or replacing locks if keys are not turning in and cleaning. At the end of this lease landlord will return to the tenant any part of the security deposit not used as indicated by Illinois statute. If the total sum exceeds the amount of the Security Deposit the tenant agrees to promptly pay the amount in excess. Promptly shall mean within fifteen calendar days of receiving notice of money due. Any security deposit that is to be returned will be returned as one check made out to the tenant designated to receive it. That tenant is **CCCCCCCCCCC**. it is this tenant's obligation to provide in writing a forwarding address or it will be mailed to the address of the rental premises.

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10. Normal decline in quality due to daily average residential use, sometimes referred to as wear and tear, for tenancies that last only twenty-four months shall be specifically limited to and shall not be defined beyond – holes in walls under 1/16<sup>th</sup> of an inch for hanging of decorative items and light scuffs on painted surfaces. For longer tenancies small dulling of stainless steel items, some matting of carpeting and loss of sheen to vinyl sheet good flooring in high traffic pattern areas shall be added to the above list. Other items may be added to this list by addendum signed and dated by both landlord and tenant.
11. A guest shall be a friend or relative who maintains a legal permanent address, other than the one of this domicile, where they routinely reside more than 300 days a year and where they are currently maintaining legal residence

This lease becomes valid and its terms fully in force on the date of signing as indicated on the signature page.

Right of Occupancy begins **August 1, 20** at 1 p.m. local time in Champaign, Illinois.  
Right of Occupancy ends 12 noon July 31, **20** at noon local time in Champaign, Illinois.

It is agreed that the Tenant's total contractual obligation, not including any permitted charges, to be **\$0000**. This contractual obligation may be increased by permitted charges.

It is further agreed that the tenant may pay this obligation in total, by half year, quarterly or monthly. If monthly, the total contractual obligation shall be divided by twelve to arrive at a standard monthly payment. If a payment is made other than monthly all terms binding upon monthly payments shall also be binding upon half year or quarterly payments. No interest or discount shall be provided for any payment schedule.

MONTHLY RENT shall be **.00**.

The first Due Date of the monthly rent is the first day of the month and is considered paid late after the 5<sup>th</sup> of the month.

Landlord (Lessor) : **Michael Markstahler (title)**

Tenants (Lessee) : **name here**

Amount of security placed upon deposit: **same as one month standard payment**

SPECIFIC TERMS The specific terms of this lease are designed to more clearly lay out the duties and rights of both the landlord and the tenant.

1: The landlord will deliver the domicile in good clean condition, and free of insect Infestation or rodents on the beginning date of the Lease and Tenant will return the house in the same condition. All carpeting, unless new, will be professionally steam cleaned prior to tenant occupancy. Tenants have examined the domicile, know the condition thereof, and acknowledge receipt of the same in good condition and repair. An inspection form shall be provided to the tenant. It is the tenant's obligation to fill this form out and return it to the landlord within five days of taking occupancy. If no form is turned in it shall be proof that the tenant found the domicile in excellent condition. Proof that the form was turned it shall be in the form of a receipt provided by the landlord.

2: While occupying the domicile the tenant shall immediately report any damage to the domicile to the landlord. Damage means, but is not limited to, such things as dents or holes in the wall, stains in the carpet, gouges in the vinyl flooring, torn screens or broken windows, broken knobs on doors, loose towel bars, improper operation of appliances. Any damage to the property must be reported to the landlord within one day of it occurring. Failure to promptly report damage is good cause for eviction. Tenants are strictly barred from make any repairs themselves.

3: **Smoking inside of the domicile by anyone is prohibited.** It is the tenant's responsibility to pay the costs of the removal of smoke smell or stains on interior surfaces. These costs may be included under the definition of security deposit.

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4: The tenant shall promptly report all items that require maintenance to the landlord. Report means an email or written note delivered to the office at 108 w Columbia Suite B Champaign, Il. It shall never be considered as a report if given verbally in person or by telephone. It is the landlord's responsibility to respond promptly to the problem. He shall make the repairs or provide the tenant with a timetable as to when the repairs shall be made. If the tenant has caused the problem, the landlord may at his discretion delay repairs until the time when the tenant is able and ready to pay for the repairs. This in no way restricts or delays the landlord's right to proceed with eviction under other sections of this lease.

5: The domicile shall be occupied only by the tenant and person(s) listed above on the lease. Only guests may stay overnight. A guest shall never, without landlord permission, be provided a key to the domicile.

6: The tenant will pay any repairs required due to damage caused by the tenant at the time of repair. Failure to promptly pay for such repairs is good cause for eviction. The landlord will make maintenance repairs as soon as reasonably possible. Any plumbing repairs caused by any articles flushed down the toilet or put down the drain will be paid for at the time of repair by the tenant. These articles include, but are not limited to, paper towels, food products, feminine sanitary products, tampon applicators (even those that state they are flushable), and excessive toilet paper.

7: Tenant shall provide all telephones, satellite television or computers. Tenants may not run new inside wiring without prior permission from the landlord. The tenant is responsible for both installation and removal of any such wiring. If left the landlord may elect to remove such wiring as well as exterior satellite dishes, mounting brackets and

interfaces. The tenant is responsible for paying any costs to the landlord for these removals.

8: The landlord and his agents have the right of free access at reasonable times for showing of the domicile once the tenant has stated they are not renewing the lease or when the tenant has requested maintenance. In all cases the landlord shall by either or both telephone or e mail provide prior notice to the tenant. A standard practice shall be followed by the maintenance personnel for entering of knocking three times prior to unlocking the door, then shall un-lock and open the door only far enough to announce their presence, and finally entering and again announcing their presence prior to advancing into the unit. Reasonable times shall mean Monday through Friday 9:30 a.m. – 5:00 p.m., excluding nationally recognized holidays. All other times entry shall be pre-scheduled at least 24 hours in advance except in the case of **emergencies**.

9: The tenant shall immediately report to the landlord any problems with the furnace or hot water heater. Failure to do so shall be good cause for immediate eviction.

10: In the event the domicile is rendered untenable due to fire or other accidents, the landlord may at his discretion terminate the lease, repair the domicile within forty-five (45) days or offer an equal substitute. If the landlord should elect to terminate the lease any rents that may have been already paid for days beyond the date of termination, if the damage is not the fault of the tenants, shall be rebated to the tenant. This shall be done on a per diem from the date of election (total annual obligation divided by 365). If the landlord makes the election to terminate he must notify the lessees in writing. If the fire inspector of the city of Champaign determines that the cause of the fire is the responsibility of the tenant then the tenant is obligated to continue to pay rent during the time the unit is under rehabilitation even if it is not habitable during this time. This shall not be the case if the landlord receives rent compensation from the insurance carrier. However the tenant will be liable for paying any deductible if they are at fault.

11: The tenant shall observe such reasonable rules as required by the landlord which he deems necessary for proper and orderly care of the house including the outdoor spaces. Any such rules, that may from time to time be established, shall be dated and given to the tenant in writing. Both

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parties shall review, sign, and date these changes to the lease. These rules shall become part of this lease and are covered by the language of this lease.

12: All animals, whether pets of the tenants or the property of guests are strictly banned from the property including the house, yard and driveway. Lessee agrees not to keep pets in or about the leased premises without the advance written permission of the lessor. Lessee understands that the prohibition of pets also applies to pets of lessee's guests or visitors. If lessor finds a pet on the premises, lessee hereby agrees to pay a fine of \$1,000.00 dollars as liquidated damages, and an additional fine of \$125.00 dollars for each additional day the pet remains on the premises. This fine shall be applied in all cases, even those where tenant is "keeping" the pet for a friend or the pet is just "visiting" with a guest or visitor of lessee. If the pet remains on the premises for a period of two days or more from the date it is first observed by lessor, then lessee's rights to possession shall terminate and lessee shall vacate the premises immediately and pay all

sums due hereunder including rent and penalties for the balance of the term of this lease.

13: The tenant agrees to make no alterations, additions, or repairs to the premises without prior written consent of the landlord. No stick-on items should be applied to the walls or ceilings. Only picture hangers with nails may be used to hang items on walls.

14: The tenant or their guests shall not disturb others with loud noise in any form, which includes, but is not limited to, stereos, televisions, musical instruments, and voices. Noise must be kept at an acceptable level. An acceptable level shall mean that noise from the above listed sources should not be heard beyond the boundaries of the yard or in an apartment setting through a common wall.

15: The tenant shall arrange for the water, gas and electricity to be placed in their name prior to taking possession and shall be responsible for all utility bills relating to the property during the entire length of the term of this lease. The landlord shall pay for sanitary sewer fees. The landlord shall provide a 90 gallon wheeled garbage tote for the tenant. The landlord shall contract with a licensed hauler to empty the tote once a week when the tenant places the tote at the curb on the designated evening. Trash in excess of the 90-gallon tote shall be charged as an extra to the tenant.

16: The landlord shall be responsible for paying the billings related to and from the Urbana-Champaign Sanitary District, City of Champaign sewer fees, trash hauling, lawn mowing, insurance and water shed drainage as well as periodic and incidental routine maintenance during the term of the lease. These shall be paid first out of rents collected and if these prove insufficient out of other funds.

The property taxes due related specifically to this property which is known by its permanent index number \_\_\_\_\_ shall be the responsibility of the tenant. The landlord shall pay these property taxes from rents paid by the tenant as this amount is included within the total lease amount. The act of the landlord paying the property taxes shall mean that the funds for the taxes came from the rents paid by the tenant. The tenant understands and affirms and agrees that it is their responsibility to pay the full funds to cover the property taxes.

17: The landlord will provide one key per adult tenant at the beginning of the lease. All keys must be returned to the landlord at the termination of the lease. The tenant is responsible for the safekeeping of the same and will pay a fee of \$40.00 anytime the landlord or his agents are called to unlock tenant's house payable immediately. The tenant is strictly forbidden from lending their key to anyone not listed on this lease or from having copies of the keys made. ONLY THE LANDLORD MAY INSTALL LOCKS ON DOORS.

The landlord must have a key to all locks. Installation of a lock by lessee constitutes default under this lease. Please note the locks on the exterior doors are expensive. The keying

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system is an expensive one. Only one company in the State of Illinois is licensed to install the system or make the keys. If the tenant loses a key the tenant must pay its replacement cost immediately.

18: The tenant will pay a late charge anytime the entire rent is not received by the landlord by the fifth day of each month, holidays and weekends included. Rent is deemed late is not paid in full by 5:30 p.m. on the fifth of the month. When late a fifty-dollar (\$50.00) late charge will be due immediately. This charge is specifically to cover the additional management costs required. Rent for any partial month will be calculated by dividing 365 into the annual contract amount of the lease and then multiplied by the number of days in the partial month. Rent for any partial days will be charged at the full daily rate. Tenant's check or money order receipt shall be the proof of payment. Rent shall be paid through the mail or by hand delivery at the office at 108 W Columbia Ave, Suite B, Champaign, IL. There is a 24 hour rent drop box next to the office door. This drop box is checked daily. Mailed rent checks are to be mailed to P.O. Box 587 Champaign, IL 61824-0587. Mailed rents shall be deemed on time if in the post office box on or before the 5<sup>th</sup> of the month.

19: Lessee's liability is not limited to the amount of the security deposit. Any balance of lessee's security deposit remaining due to lessee shall be returned to lessee's last known address within thirty (30) days after the termination of this lease. Returned shall mean the envelope it was mailed in has a post mark that is within the thirty day period. Lessee agrees that they are responsible for all damages to the property while the property is in their control when this damage is not covered by the landlord's insurance. By signing this contract the lessee affirms and agrees that they are obligated to pay all costs resulting from their or their guests' actions or in action or negligence even when this is above the amount of the security deposit.

20: Tenant may be released from this Agreement, if approved by the landlord, by paying to the landlord a five-hundred dollar (\$500.00) fee upon notification of move out date and providing to the landlord an acceptable new tenant approved by the landlord, however the tenant of this contract still remains liable for the rent, utilities, damages, cleaning costs, and reasonable attorney fees of this lease until released in writing. The new tenant must sign a new lease for the remainder of the term.

If the tenant requests Markstahler Properties to search for a lessee replacement then the requesting tenant shall be charged actual costs with the \$500.00 being the minimum charge for this service. Even if Markstahler Properties is unsuccessful in finding a new lease

23: Any rent check returned by the bank due to insufficient funds will be charged a twenty-five dollar (\$25.00) fee payable at the time the check is redeemed.

25: The obligation of tenant to pay rent as provided for in this lease during its full term, or any extension hereof, or any hold over tenancy, shall not be deemed to be waived, released or terminated by the service of any five (5) day notice, demand for possession, notice that the tenancy hereby created will be terminated on a specified date, the institution of any action for forcible entry and retainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of tenant's right to possession of the demised premises.

26: Any holdover by lessee beyond the day and hour of the stated termination of the lease shall result in the creation of a day to day fee. Any partial day hold over shall be deemed a full day. Rent for each day shall be calculated by taking the annual rent

divided by 365 and multiplied by two. Both parties agree that the doubling is specifically intended as a penalty for holding over as a hold over causes scheduling problems and additional costs for the landlord. Holdover fees shall be upon billing. This immediate foregoing in no way should be construed as granting of extension to

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the lease. Its sole purpose is to establish price if, in violation of the lease, a tenant holds over beyond a lease ending date.

27: The tenant shall provide sufficient heat at all times to prevent the freezing of water pipes on the premises. The tenant shall maintain water service, gas and electricity in active service as of noon of July 31<sup>st</sup> and through the entire period of the lease.

28: Lessee agrees to procure renter's insurance on personal property belonging to the lessee. Lessor is not liable for loss or damage to personal property belonging to lessee.

29: There shall be in the unit and provided by the landlord a kitchen stove and a refrigerator and a dishwasher. These are for the exclusive use of the tenants and shall not be used by others. Repairs to these appliances resulting from normal wear shall be the landlord's responsibility. Damage caused by the tenant shall be charged against the tenant.

30: Lessee is responsible for providing window treatments on any windows where there are none. Further lessee is responsible for maintaining in good clean condition all window treatments installed by lessor.

31: No firearms shall be permitted on the premises unless this provision is in violation of law.

32: The rental application is made a part of this lease. Any falsification on this application is good cause for eviction.

33: Any property left by the tenant upon vacating the house shall be deemed abandoned and may be disposed of by the landlord. The tenant agrees that any costs incurred by the landlord in this disposal are theirs to pay.

34: Should the tenant abandon the domicile during the term of this lease the landlord has the right and option to take immediate possession thereof for the remainder of the term and at the landlord's discretion, remove all property, release the house for such rent and under such terms as the landlord may see necessary and apply the proceeds to the balance of rent due. By the act of abandoning the domicile the tenant explicitly grants the landlord the right to dispose of any and all items left by the tenant. The tenant still remains liable for any unpaid balance of rent and for damages to the house and for all hauling labor and landfill tipping fee charges and all reasonable fees required to collect money due. Lessee agrees to indemnify and hold harmless lessor from any and all liability, loss or damage the lessor may suffer as a result of claims, demands, costs or judgments against it arising from the removal and disposal of property.

35: If the tenant, anyone listed on the lease, or anyone the tenant or anyone listed on the lease has given permission to come onto the property is arrested while on the property or arrested off the property for illegal activity engaged in on the property or if illegal drugs or drug paraphernalia are discovered in the house either by the landlord or any of his agents while performing activities granted in this lease then there shall be good cause for eviction.

36: Landlord reserves the right to exclude any individual from the said premises in the event that the landlord, in his sole discretion, determines that presence of said individual constitutes a threat to the residents and/or for the public good. In general, all individuals who have been convicted of the sale or possession of drugs, illegal firearms or stolen property, is listed on a sexual offender's list maintained by any of the fifty states and/or criminal damage to property or vandalism are excluded from the property. Any such individual shall be deemed trespassing on the property.

37: During the length of this lease the tenant shall be responsible for insect and rodent control (except for animals in the attic area or major infestations such as termites). The tenant shall make  
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certain that such insects or rodents are killed. The presence of insects or rodents for a time period longer than thirty days is good cause for immediate eviction.

38: No items other than decorative planters or lawn furniture or an outdoor grill shall be left in the front yard or on the porch for a period longer than two days. The landlord prior to their use must approve any other items that the tenant wishes to keep in the yard. Alcoholic beverages are not to be consumed outside in the yard, except during planned yard parties. Failure to follow these requirements shall be considered good cause for immediate eviction.

39: No inoperative or unlicensed vehicles may be parked on the property. The landlord has the right after four days to serve written notice to remove the same. No more than one vehicle shall be permitted for any individual listed on the list that has a valid Illinois driver's license. Three off street parking places shall be assigned and reserved for the tenants.

40: Driving or parking of cars or motorcycles on any portion of the lawns or sidewalks is prohibited. The tenant agrees to pay for any damage caused by such an act and remove the vehicle immediately. The tenant agrees that any vehicles found so parked may be towed without notice other than this clause.

41: Landlord is responsible for the proper maintenance of the yard. At no time shall the landlord allow the grass to neither reach a height of 6" nor allow weeds to grow along the fence or against the side of the house. Lessee is required to regularly pick up and discard any litter or debris in the yard, on the sidewalk, or on the parkway in front of the house. Further the lessee shall keep the front porch and related sidewalks swept and neat.

42: The failure of the tenant to perform the foregoing covenants, or any one of them, shall constitute a breach of this lease and represents a good cause for eviction, and

landlord may, under due process of law, evict tenant from said leased premises and may pursue any other remedy either at law or in equity.

43: In the event of default, lessee agrees to pay Court costs and attorney's fees incurred by lessor in enforcing the terms of this lease as well as in collecting damages, cleaning, and repair costs.

44: All tenants liable to the landlord for payment of rent or performance under the terms and conditions of this lease will be jointly and severally liable for the full amount of payment or performance under this lease.

45: *Tenant's Certification. Tenants certify that they have read the entire contents of this lease and the Tenant Handbook and acknowledge receipt of copies. It is expressly agreed that this is the only lease between tenant and landlord and no verbal agreements of any kind shall be binding on the parties here.*

46: *Integration Clause. The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute or otherwise. If any provisions of this lease or any part of a provision of this lease shall be invalid or unenforceable under applicable law, such provision or part of a provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease. This lease is and shall be deemed made and entered into in Champaign, Illinois upon the signing and dating by both parties.*

IN WITNESS WHEREOF:

LANDLORD \_\_\_\_\_  
signature and date

TENANT(s) \_\_\_\_\_  
\_\_\_\_\_  
signature and date

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD BASED HAZARDS FOR RENTALS AND LEASES**

**Lead Warning Statement-** Housing built before 1978 may contain lead-based paint. Lead from paint chips and dust can pose health hazards if not properly managed. Lead exposure is especially harmful to young children and pregnant women. Before renting residential property built prior to 1978, lessors must disclose the presences of known lead-based paint and/or lead based paint hazards in the dwelling; lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure –

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Further Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

\_\_\_\_\_ Lessee has received copies of all information listed above.

\_\_\_\_\_ Lessee has received the pamphlet - *Protect your family from lead in your home.*

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

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Lessor

Date

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Lessee

Date

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Lessee

Date

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Lessee

Date

6: During the length of this lease the tenant shall be responsible for insect and rodent control (except for animals in the attic area or major infestations such as termites). The tenant shall make certain that such insects or rodents are killed. The presence of insects or rodents for a time period longer than thirty days is good cause for immediate eviction.

12: No items other than decorative planters or lawn furniture or an outdoor grill shall be left in the front yard or on the porch for a period longer than two days. The landlord prior to their use must approve any other items that the tenant wishes to keep in the yard. Alcoholic beverages are not to be consumed outside in the yard, except during planned yard parties. Failure to follow these requirements shall be considered good cause for immediate eviction.

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15: Driving or parking of cars or motorcycles on any portion of the lawns or sidewalks is prohibited. The tenant agrees to pay for any damage caused by such an act and remove the vehicle immediately. The tenant agrees that any vehicles found so parked may be towed without notice other than this clause.

31: Landlord is responsible for the proper maintenance of the yard. At no time shall the landlord allow the grass to neither reach a height of 6" nor allow weeds to grow along the fence or against the side of the house. Lessee is required to regularly pick up and discard any litter or debris in the yard, on the sidewalk, or on the parkway in front of the house. Further the lessee shall keep the front porch and related sidewalks swept and neat.