

RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this ___ day of _____, 20___, by and between TV Realty, Inc., as owner and/or authorized property manager for owner (hereinafter referred to as "Landlord") and _____ (hereinafter referred to collectively as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in the City of _____, County of DeKalb, State of Illinois, such real property having a common street address of _____ (hereinafter referred to as the "Premises").

WHEREAS, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the sum of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of _____ (__) years, such term beginning on _____, and ending at twelve (12) o'clock midnight on _____. If the Tenant intends to vacate the Premises at the end of the lease term, Tenant shall provide Landlord with no less than sixty (60) days prior written notice.

2. **RENT.** The total rent for the term hereof is the sum of _____ Dollars (\$_____), which shall be payable on 1st day of each month of the term, in _____ (__) equal installments of _____ Dollars (\$ _____). The first installment shall be paid upon the execution of this Agreement and shall be applied to the first month of the term hereof. All such payments shall be made to Landlord at Landlord's address as set forth in paragraph 35 of this Agreement on or before the due date and without demand.

3. **SECURITY DEPOSIT; PET FEE.** Upon execution of this Agreement, Tenant shall deposit with Landlord a security deposit in the amount of _____ Dollars (\$ _____) for the performance of all covenants and agreements of Tenant hereunder. Upon termination of the lease and full performance of all matters and payments of all amounts due by Tenant, so much of the security deposit as remains unapplied shall be returned to Tenant by Landlord. **THE SECURITY DEPOSIT IS NOT CONSIDERED NOR SHALL IT BE APPLIED TO THE LAST MONTH'S RENT BUT INSTEAD IT IS SOLELY A DEPOSIT FOR POTENTIAL DAMAGES TO THE UNIT.** In addition to said security deposit, upon execution of this Agreement, Tenant shall deposit with Landlord a non-refundable Pet Fee in the amount _____ Dollars (\$_____).

4. **INSURANCE.** Tenant shall carry Renter's Insurance covering Tenant's personal belongings and liability insurance in an amount no less than Three Hundred Thousand Dollars (\$300,000.00) per occurrence therein naming Landlord as an additional insured and covering the term of this Agreement, and Tenant shall provide Landlord a copy of a Certificate of Insurance demonstrating same prior to Tenant taking possession of the Premises. Landlord shall carry Property Owner's Insurance covering the full replacement value of the property and Liability Insurance in no less than \$1,000,000 per occurrence.
5. **USE OF PREMISES.** The Premises shall be used and occupied by the following persons _____
_____ exclusively,
as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises, without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. Tenant is hereby granted permission by Landlord to keep the pet listed herein _____, under the following terms and conditions: **(a)** That the pet will be allowed out of the Premises or yard only under the complete control of a responsible human companion and on a hand-held leash or in a pet carrier; **(b)** That any damage to the exterior or interior of the Premises, grounds, flooring, walls, trim, finish, tiles, carpeting, or any stains, or other damage caused by the pet will be the full financial responsibility of the Tenant and that Tenant agrees to pay all costs involved in the restoration to its original condition. If because of any such stains or other damage said damage is such that it cannot be removed, then Tenant hereby agrees to pay the full expense of replacement; **(c)** That the Tenant will provide adequate and regular veterinary care, as well as ample food and water, and will not leave pet unattended for any undue length of time. Tenant will diligently maintain the cleanliness of pet sleeping and feeding areas. Tenant will prevent pet from engaging in behaviors creating excessive noise at a level that disturbs neighbors, including, but not limited to, barking, jumping, and running; **(d)** That, if there is reasonable cause to believe an emergency situation exists with respect to the pet, and if efforts to contact the Tenant are unsuccessful, the Landlord or its agents may contact the local animal control authority and assist its staff in entering the Premises. Examples of an emergency situation include suspected abuse, abandonment, fire or other disaster, or any prolonged disturbance. If it becomes necessary for the pet to be boarded, any and all costs incurred will be the sole responsibility of the Tenant; and **(e)** That the Tenant agrees to indemnify, hold harmless, and defend Landlord and/or its agents against all liability, judgments, expenses (including attorneys' fees), or claims by third parties for any injury to any person or damage to property of any kind whatsoever caused by Tenant's pet.
6. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Agreement in good order, repair, and in a safe, clean and Tenantable condition.
7. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof, without the prior written consent of Landlord, which Landlord's consent will not be unreasonably withheld. Consent by Landlord to one

such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license, without the prior written consent of Landlord, or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

- 8. ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements, including without limitation painting, on the Premises or construct any building or make any other improvements on the Premises, without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise authorized by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement, and, at Landlord's option, terminate this Agreement.
- 9. HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
- 10. UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises. Tenant understands and agrees that if the Premises is located in the City of Sycamore, water, sewer, and garbage may remain in the name of Landlord but that the cost thereof remain Tenant's obligation and responsibility. Landlord will invoice Tenant for said utilities which shall be payable within 30 days of Landlord's issuance of written notice to Tenant of same. If the Premises is not located in the City of Sycamore, said utilities will be in the name of the Tenant shall be paid by Tenant directly to the utility provider.
- 11. MAINTENANCE AND REPAIR; RULES; DUTIES OF TENANT.** Tenant shall, at its sole expense, perform the following obligations: (A) keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof; (B) dispose of all garbage and all other waste in a clean and sanitary manner from the Premises to the refuse facilities; garbage containers must be placed curbside after 6:00 p.m. the day before pick-up and be returned inside your garage no later than 6:00 p.m. the day of pick-up; (C) properly use and operate all appliances, electrical, gas and plumbing fixtures; (D) not place in the Premises or building furniture, plants, animals, or any other thing which harbors insects or other pests; (E) keep out of the Premises any building materials which may cause a fire hazard or safety hazard and Tenant shall comply with reasonable requirements of Owner's fire insurance carrier; units are not to place any grills on the deck; (F) not destroy, deface, damage, nor remove any part of the building, Premises, equipment, or appliances; (G) be responsible for changing the batteries in the thermostat, smoke detectors, and CO detectors; (H) be responsible for changing all the light bulbs inside and outside of the Premises with the exception of the one in the stairwell (this will be done when notified by the Tenant); (I) be responsible for replacing the furnace filter; any charges due to replacing the filter will be at the cost of the Tenant; (J) pay any cost of service to the furnace/air conditioner due to a dirty filter; (K) keep the garage door closed during the winter months except when coming and going to prevent water pipes from freezing; and (L) dust/vacuum smoke/carbon monoxide detectors monthly.
- 12. DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly

unTenantable by fire, storm, earthquake, or other casualty not caused by the negligence or intentional acts or conduct of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered unTenantable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Agreement. In the event that Landlord exercises its right to repair such unTenantable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

- 13. LIMITATION OF LIABILITY.** Except as provided by Illinois statute, Landlord shall not be liable for any damage occasioned by failure to keep Premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or sewerage, or the bursting, leaking or running of any cistern, tank, wash-stand, water-closet, or waste-pipe, in above, upon or about the Premises, nor for damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door or otherwise, nor for damages to Tenant or others claiming through Tenant for any loss or damage of or to property wherever located in or about the Premises, nor for any damage arising from acts or neglect of Tenant or other occupants of the Premises, or of any owners or occupants of adjacent or contiguous property.
- 14. INSPECTION OF PREMISES.** Upon reasonable notice to Tenant, Landlord and/or its authorized agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon and/or for the purpose of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
- 15. SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
- 16. TENANT'S HOLD OVER.** If the Tenant retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then the Landlord may at its option, within thirty (30) days after the termination of the term, serve written notice upon Tenant that such holding over constitutes either the (a) renewal of this Agreement for one year, and from year to year thereafter, at double the monthly rental specified under paragraph 2, above, for such period, or (b) creation of a month to month tenancy, upon the terms of this Agreement, except at double the monthly rental specified under paragraph 2, above, or the (c) creation of a tenancy at sufferance, at a

rental of One Hundred Dollars (\$100.00) per day for the time Tenant remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) hereof. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant.

- 17. SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
- 18. QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
- 19. INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
- 20. DEFAULT.** If Tenant shall default in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Tenant, Landlord may at any time thereafter at its election declare the term hereof ended and reenter the Premises or any part thereof, with or (to the extent permitted by law) without notice or process of law, and remove Tenant or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Tenant shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Tenant now owns, or may hereafter acquire or have an interest in, which is by law subject to such distraint, as security for payment of the rent herein reserved. Landlord may exercise any and all rights and remedies available to it at law or in equity to enforce the terms of this Agreement and to seek damages as occasioned by Tenant's default, including court costs and reasonable attorneys' fees.
- 21. NO RENT DEDUCTION OR SET OFF.** Tenant's covenant to pay rent is and shall be independent of each and every other covenant of this Agreement. Tenant agrees that any claim by Tenant against Landlord shall not be deducted from rent nor set off against any claim for rent in any action.
- 22. RENT AFTER NOTICE OR SUIT.** It is further agreed, by the parties hereto, that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.
- 23. LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within ten (10) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a late fee in the amount of Fifty Dollars (\$50.00) per month of delinquency or nonpayment.

- 24. ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, and for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
- 25. ATTORNEYS' FEES.** Should it become necessary for either party to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, the defaulting party agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
- 26. RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office, including without limitation the DuPage County Recorder's Office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
- 27. GOVERNING LAW and VENUE.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Illinois. Any action to enforce and/or interpret this Agreement shall be filed and/or brought in the Twenty-Third Judicial Circuit Court of DeKalb County, Sycamore, Illinois.
- 28. SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- 29. RIGHTS CUMULATIVE.** The rights and remedies of Landlord under this lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.
- 30. BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
- 31. DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the rights or obligations of the Landlord or Tenant.
- 32. CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or

both, singular and plural.

- 33. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
- 34. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
- 35. **MOVE-OUT PROCEDURES.** At the end of the lease term, Landlord will bring in its cleaning company to restore the Premises to its required standards. Landlord shall also have the carpet professionally shampooed when the Tenant moves out. The cost of this service will range from \$150 - \$250 depending on the size of the unit. This does not relieve the Tenant from maintaining the condition of the carpet during the lease term. The Tenant shall pay for these costs, which may be covered by Tenant's security deposit return, if any balance shall exist at the time of move-out. The cleaner the Tenant leaves the unit, the lower the cost will likely be for the Tenant.
- 36. **NOTICE.** Any notice required or permitted under this Agreement or under State law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord:
TV Realty, Inc.
PO Box 101
DeKalb, Illinois 60115

With a copy to:
Mark P. Doherty
The Doherty Law Firm
125 North First Street,
DeKalb, IL 60174

If to Tenant: at the common address of the Premises as stated above.

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party. In addition, Landlord may provide notice to Tenant by posting notice upon the front door of the Premises.

Signed and agreed this _____ day of _____, 20____, by:

LANDLORD: TV Realty, Inc.

TENANT:
