

APARTMENT LEASE

| Date of Lease | Lease Start | Lease End | Monthly Rent | Security Deposit |
|---------------|-------------|-----------|--------------|------------------|
| | | | | |

TENANT:

OWNER(s):

OWNER'S AGENT

New Keys Realty, Inc.
P.O. Box 16414
Loves Park, IL 61132
Adam Gribble: (815) 540-8133

APARTMENT:

Additional Covenants

On all multiple occupancy APARTMENTS, every resident is independently and collectively responsible for all covenants of this contract. **Each individual is therefore responsible for the entire rental payment.**

Lease Agreements and Covenants

- 1.) In consideration of the mutual agreements and covenants set forth below (the same being included as part of this lease) OWNER hereby leases to TENANT and TENANT hereby leases from OWNER for a private dwelling the APARTMENT designated above, together with the fixtures and accessories belonging thereto, for the above Term. All parties listed above as OWNER and TENANT are herein referred to individually and collectively as OWNER and TENANT respectively.
- 2.) OWNER'S AGENT has power of attorney to act for OWNER. OWNER'S AGENT has a No Agency relationship with TENANT. In the event OWNER'S AGENT contract expires or is cancelled, this lease shall remain valid, with OWNER to provide in writing new address for payments and other contact information. TENANT understands that OWNER'S AGENT has no ownership in Apartment, unless otherwise specified. TENANT hereby agrees to hold OWNER'S AGENT, and any employees/contractors of OWNER'S AGENT harmless from any and all claims, charges, debts, demands and lawsuits, including attorney's fees related to their management of the herein-described APARTMENT, and from any liability for injury on or about the APARTMENT which may be suffered by any TENANT or guest upon the APARTMENT.

3.) TENANT shall on the first day of each month pay to the OWNER'S AGENT in advance the rent set forth above at the address set forth above. The time of each and every payment of rent is of the essence of the lease. Unpaid rent shall bear a penalty of **\$50.00** if paid after the 1st of the month. Returned checks will be assessed a **\$25.00** charge and immediately redeemed with certified funds.

4.) TENANT has deposited with OWNER'S AGENT the security deposit set forth above for the performance of each and every covenant and agreement of this lease. OWNER shall have the right, but not the obligation, to apply the security deposit in whole or in part in payment of any unpaid rent or other amount due because of an unperformed covenant or agreement by TENANT. OWNER shall also have the right to use the security deposit for cleaning, repairs, and painting when reasonably necessary.

(a) In carpeted units TENANT'S security deposit will be charged a one time carpet cleaning cost upon move out. This fee will be charged to ensure carpets are cleaned professionally, and can not be waived for any reason. TENANT is not authorized to shampoo or to contract carpet shampooing and therefore will not be reimbursed for shampoo rentals and/or fees that TENANT ordered. This fee is subject to change, but is discounted due to OWNER'S AGENT'S volume business.

(b) OWNER'S right to possession of the premise for non-payment of rent or for any other reason shall not be affected by the fact that OWNER holds security. TENANT liability is not limited to the amount of the security deposit. On termination of the Lease and full payment of all amounts due and performance of all TENANT covenants and agreements (including surrender of SINGLE FAMILY HOUSE), the security deposit or any portion thereof remaining unapplied shall be returned to TENANT.

5.) The application for this lease and all representations and promises contained therein are hereby made part of this Lease. TENANT warrants that the information given by TENANT in the application is true. If such information is false, OWNER may at OWNER'S option terminate this Lease.

6.) TENANT has examined and knows the condition of the APARTMENT and has received the same in good order and repair except as herein otherwise specified, and no representations as to the condition or repair thereof has been made by OWNER or OWNER'S AGENT prior to, or at the execution of this lease, that are not herein expressed or endorsed hereon.

7.) It is understood that decorating and cleaning, if any, to be performed by OWNER shall not be a condition precedent to possession or rent. Upon reasonable notice from TENANT, OWNER shall keep in repair the following property (except if repair is necessitated by TENANT negligence or willful acts):

(a) If furnished by OWNER, the refrigerator, stove, and air conditioning APARTMENT;

(b) The plumbing and electrical pipes, wiring and related facilities.

(c) The floor, interior and exterior walls, supports, ceiling, and roof.

The failure to keep any of the foregoing in repair shall not affect the obligation of TENANT to pay rent, and TENANT sole remedy therefore shall be recovery of damages from OWNER. In the event any repair or replacement is necessitated by negligence or willful act of TENANT, TENANT shall on demand reimburse OWNER for the cost thereof. TENANT shall comply with all responsibilities imposed on TENANT by the applicable Municipal Code and other regulations. TENANT shall not suffer or commit any waste in and about the APARTMENT or the Building and shall at TENANT expense keep the APARTMENT in good order and repair (except to the extent OWNER has in this Lease agreed to make repairs). On termination of the Lease TENANT shall return the APARTMENT to OWNER in like condition, reasonable wear expected. If TENANT fails to keep the APARTMENT in such condition and repair, OWNER or OWNER'S AGENT may enter and put the APARTMENT in good condition and repair. On demand TENANT shall pay OWNER the cost of the work.

8.) The APARTMENT shall be occupied solely for residence purposes by TENANT, and any children which may be born to or legally adopted by TENANT during the Term. TENANT shall not perform or permit any practice that may damage the reputation of or otherwise be injurious to the Building or the neighborhood, or be disturbing to other residents or increase the rate of insurance on the Building

9.) In the event TENANT vacates the APARTMENT for any reason prior to the end of this lease period, the entire remaining rent for the balance of the lease period shall, at the OWNER'S option, become immediately due and payable. Ten days' physical absence by TENANT with rent being unpaid, or removal of the substantial portion of TENANT personal property with rent being paid, and, in either case reason to believe TENANT has vacated the APARTMENT with no intent again to reside therein, shall conclusively be deemed to be an abandonment of the APARTMENT by TENANT. In such event, OWNER may, but not need, enter into the APARTMENT and act as TENANT agent to perform necessary decorating and repairs and to relet the APARTMENT. TENANT shall be conclusively deemed to have abandoned any personal property remaining in the APARTMENT, and TENANT title thereto shall thereby pass under this Lease as a bill of sale to OWNER without additional payment or credit by OWNER to TENANT.

10.) TENANT shall make no alterations or additions nor install nor maintain in the APARTMENT or any part of the Building, interior or exterior, major appliances or devices of any kind without in each case the written consent of OWNER and on the terms and conditions specified in such written consent. All alterations, additions, and fixtures (including locks and bolts) shall remain as part of the APARTMENT unless OWNER otherwise elects.

11.) OWNER, OWNER'S AGENT, and any other person authorized by the same shall at any time have the right of free access during the Term to inspect, repair, alter, or exhibit the APARTMENT for sale, and at any time within ninety (90) days prior to the end of the Term to exhibit the APARTMENT for rent and to affix "For Rent" signs in such places as OWNER or OWNER'S AGENT shall determine, all without interference of any kind and regardless of consent by TENANT or others. TENANT shall pay OWNER one (1) month's rent as liquidated damages for each interference with the rights set forth in this paragraph.

12.) If the APARTMENT becomes untreatable by reason of fire, explosion, or other casualty, OWNER may at his option terminate this Lease or repair the APARTMENT within one hundred (120) days. If OWNER does not repair the APARTMENT within this time, or if the Building is wholly destroyed, the Term hereby created shall cease and desist. If OWNER elects to repair the APARTMENT, the rent shall be abated and pro-rated from the date of the fire, explosion, or other casualty to the date of reoccupancy, provided that during repairs TENANT has vacated the APARTMENT and removed TENANT possession if required by OWNER. The date of reoccupancy shall be the date of notice to TENANT that the APARTMENT is ready for occupancy. TENANT warrants that he/she

has adequate insurance to cover TENANT personal property against loss by fire, explosion, theft, vandalism, or other casualty, and OWNER shall not be liable for any such loss. Damage caused by a fire, explosion, or other casualty due to TENANT neglect and/or action shall be paid by TENANT and all rent kept current even if resident must relocate while APARTMENT is being repaired.

13.) If the whole or any substantial part of the Building is taken or condemned by any competent authority for any public use or purpose, the Term of this Lease shall end upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and without apportionment of the award. Current rent shall be apportioned as of the date of such termination.

14.) At the termination of this Lease by lapse of time or otherwise, TENANT shall yield up immediate possession to OWNER and deliver all keys to OWNER or OWNER'S AGENT at the place where rent is payable. If TENANT fails so to do, TENANT shall for each day TENANT continues to occupy the APARTMENT, pay as liquidated damages a sum equal to the monthly rent provided for in this Lease divide by five (5).

(a) TENANT obligation to pay rent during the Term or any extension thereof or any holdover tenancy shall not be waived, released, or terminated, nor shall the right and power to confess judgment be waived or terminated by the service of any five-day notice, demand for possession, notice of termination of tenancy, institution of any action of forcible detainer, eviction, or for any judgment for possession or any other act or acts resulting in termination of TENANT right of possession.

(b) The payment or receipt of rent due shall not waive or affect any such notice, demand, suit, or judgment, or in any matter waive, affect, change, modify, or alter OWNER'S rights or remedies.

(c) The acceptance of liquidated damages pursuant to paragraph 14 shall not be a waiver by OWNER of the right of re-entry, nor shall any other act in the apparent affirmation of the tenancy at the termination of this Lease operate as a waiver of the right to terminate this Lease or operate as an extension thereof, nor shall the provisions of paragraph 14 affect OWNER'S right, at his election, to treat TENANT as a holdover TENANT under the terms of this Lease.

(d) TENANT hereby waives any and all notices, elections, demands, and terminations by or from OWNER whether or not provided for by Illinois statute, except only if waiver is specifically prohibited by statute.

(e) The acceptance by OWNER of rent after it falls due or after knowledge of any breach of this Lease by TENANT, or by giving of any notice or making of any demand or any other act or waiver by OWNER other than a specific written waiver or election, shall not be construed as a waiver of any rights of OWNER under this Lease, or as an election not to proceed under provisions of this Lease.

(f) OWNER'S rights and remedies under this Lease are cumulative. The use of one or more therefore shall not exclude or waive any other right or remedy.

(g) Except only as otherwise specifically provided by Illinois statute, neither OWNER nor OWNER'S AGENT shall be liable for damages to TENANT or to any persons claiming through TENANT (nor shall rent be abated) for damage to or loss of property wherever located from any cause whatever.

(h) TENANT rights under this Lease and any extensions thereof shall be and are subordinated at all times to any present or future mortgages on the real estate (or any part of it) on which the building is situated and to all advances upon the security of such mortgages. TENANT shall execute any further instruments required by OWNER to effect such subordination and hereby irrevocably appoints OWNER (and, if more than one person's name appears as OWNER, any one of them) as attorney-in-fact to execute and deliver such instruments in TENANT name.

15.) The rules and regulations, crime free addendum, smoke detector/carbon monoxide detector disclosure, and lead based paint rider attached to this Lease shall be a part of this Lease. TENANT also covenants and agrees to keep and observe such further reasonable rules and regulations as may later be required by OWNER or OWNER'S AGENT for the necessary, proper, and orderly care of the Building.

16.) Violation of the Terms and Agreements of this Lease, as deemed by OWNER'S AGENT, shall be cause for default. TENANT shall pay OWNER all OWNER'S costs, expenses, and attorney's fees in and about the enforcement of covenants and agreements of this Lease. Rent collection costs (if any), shall be paid by TENANT, including collection agency fees.

17.) Wherever possible each provision of this lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any portion of this lease shall be prohibited by or invalid under applicable law, such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease.

18.) TENANT shall notify OWNER'S AGENT in writing of TENANT'S desire to renew this lease or move upon the end of the term no later than 30 days before the end of the term. Said notice in no way obligate OWNER'S AGENT to any extension hereof until OWNER'S AGENT accepts said renewal.

APARTMENT Specific Covenants and Agreements

1. TENANT has received _____ (___) keys for the APARTMENT. TENANT has received _____ (___) keys to common entrances. TENANT has received _____ (___) garage keys. TENANT has received _____ (___) storage/shed keys. TENANT is not to make copies of any previously listed keys. Upon move out TENANT is to turn keys into OWNER'S AGENT immediately. Any violation will cause any and all locks affected to be re-keyed at TENANT expense

2. TENANT has received _____ (___) garage door openers. Failure to return in working condition will result in replacement at TENANT expense.

3. OWNER pays _water, sewer, garbage___, and TENANT pays _electric, phone, cable __. It is TENANT obligation to acquire and maintain the required utility services in the previous sentence.

4 [List all occupants]—including approved pets:

Rules and Regulations

1. NO ANIMALS ALLOWED except where required by law, including certified support animals. Any TENANT caught violating this rule will be issued a \$200 fine payable immediately to OWNER, and must remove the pet immediately.
2. TENANTS(s) are required to obtain renters insurance to protect their personal belongings. The OWNER'S policy DOES NOT cover personal belongings.
3. No waterbeds or any other water furniture. No large (10 gal or over) aquariums.
4. All garbage must be bagged properly and disposed of in the proper receptacle. Leaving garbage in common areas will attract vermin to the building and any TENANT caught doing so will be issued a \$30 fine payable immediately to OWNER. TENANT must purchase garbage cans and take their own rubbish to the curb on the appropriate trash pick-up days. TENANT is also responsible for removing said cans once emptied the same day they are emptied. Any fines imposed for failure to remove will be TENANTS responsibility.
5. TENANT shall not alter the locking mechanisms for their unit without written consent of OWNER, or OWNER'S AGENT.
6. Each rental unit is completely furnished with light bulbs at the time the TENANT takes possession. It is the TENANT'S responsibility to replace them thereafter. All lights should be functional at all times.
7. TENANT shall not affix any signs, advertisements, or other fixture to the exterior of the building or on any window without OWNER'S or OWNER'S AGENT'S written consent.
8. No noise, music, or any other disturbing sound shall be permitted at anytime that disturbs the other residents in the building.
9. TENANT shall not use extension cords or multiple outlet adapters for their appliances and fixtures.
10. No public drinking or open containers in the common areas of the building.
11. TENANT vehicles must be kept in operable condition and must be properly licensed. Any violation of this will result in towing of your vehicle.
12. Heat must be maintained during the cold months to prevent pipes from freezing.
13. TENANT must notify management immediately if there is any water leak. TENANT WILL BE RESPONSIBLE FOR ANY OVERAGE ON BOTH THE WATER AND RECLAMTION BILL IF THEY FAIL TO NOTIFY OWNER'S AGENT.
14. Please use drains and toilets for the purpose they were intended. Do not dispose of garbage, coffee grounds or cigarette butts in the toilet. Plugged drains and toilets due to misuse will be cleared at the TENANT expense. Any unresolved problems, after reasonable measures for clearing were taken by TENANT, should be reported to OWNER'S AGENT.
15. TENANTS are responsible for informing OWNER of any defects in the Apartment's foundation, wiring, plumbing, and any other fixtures.
16. Smoke detectors and Carbon Monoxide detectors are very important and should be checked often. It is the TENANT responsibility to check the smoke detectors and replace the batteries at least once a year. Management will promptly repair or replace any smoke detectors or carbon monoxide detectors found to be malfunctioning.
17. No vehicles are allowed on any part of the grounds except in designated areas (even in the event of moving in or out). There will be a one-hundred dollar (\$100.00) fine assessed for this violation.
18. Only resident(s) who are legal TENANTS may have their names on the mailbox.
19. TENANT may not have house guests in their apartment for extended periods of time. (An extended period of time means any time period exceeding 4 days). Abuse in maintaining guests may constitute grounds for eviction.
20. No equipment may be removed from any part of the building. All equipment must be permanently retained in its original location.
21. Any use or sale of illegal drugs on the property will result in the proper authorities being notified and this lease will be void.
22. Rent is due on the first of every month. The late payment fee (if applicable) is not a grace period, and OWNER or OWNER'S agent is entitled to make written demand for any rent unpaid on the second day of the rental period.
23. No washing of cars or vehicle repair work will be done in the parking lot. Motorcycles are to be kept in the parking lot only. Boats, large trucks, or campers are not permitted.
24. TENANT is responsible for damage to all glass, screens, and windows, except where damage is caused by weather.
25. Lessee shall maintain security by keeping all exit and entrance doors locked.
26. Keys are sole responsibility of Lessee. If lost or stolen, Lessee must replace them at their own cost, and upon moving, full sets of keys must be returned to OWNER. If Lessee is locked out of the premises and needs OWNER'S assistance to reenter, a \$45.00 fee will be charged, payable in cash upon services rendered.
27. Exterior staircases and landings shall be used for ingress and egress only. TENANT and their guests shall not congregate on the landings or the stairs. Common areas are to remain free of debris, including garbage and shoes, or any other personal property of TENANT.
28. The above mentioned rules and regulations not only apply to TENANT, but also to any guests of TENANT.

Additions may be made at anytime in writing by OWNER or OWNER'S agent.

CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, OWNER (or OWNER'S AGENT) and TENANT agree as follows:

- 1 1. TENANT, any member of the TENANT household, a guest or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the TENANT or a member of TENANT household, **shall not engage or in any way be involved in, any criminal activity, including drug related criminal activity, on or near the said premises.** Criminal activity shall include, but is not limited to, drug-related criminal activity. "Drug-related criminal activity" means illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance or cannabis (as defined in the Illinois Compiled Statutes).
- 2 2. TENANT, any member of the TENANT household, a guest, or invitee at the unit, in the unit, or on the common grounds, or any person in the unit or on the common grounds invited there in any way by the TENANT or a member of the TENANT household **shall not engage in any act intended to facilitate or that does facilitate criminal activity,** including drug-related criminal activity, or on the said property.
- 3 3. TENANT, and every member of the household **shall not permit the dwelling unit to be used for criminal activity, or to facilitate criminal activity,** in the unit or on the common grounds, including drug-related criminal activity, regardless of whether the individual engaging in such activities is a member of the household, a guest or invitee, and regardless of whether the TENANT is at home during any such offense.
- 4 4. TENANT, and member of the TENANT household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by TENANT or a member of TENANT household, **shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance, or cannabis, at any location whether in, at, on, or near the property.**
- 5 5. TENANT, any members of the TENANT household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the TENANT or a member of TENANT household, **shall not engage in any illegal activity,** including **prostitution** as defined in the Illinois Compiled Statutes, **criminal street gang activity** as defined in the Illinois Compiled Statutes, **threatening or intimidating** as prohibited in the Illinois Compiled Statutes, **assault** as prohibited in the Illinois Compiled Statutes, **including but not limited to the unlawful discharge of firearms** on or near the dwelling unit or common grounds, **or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the OWNER, his agent or other TENANT or involving imminent or actual serious damage** as defined in the Illinois Compiled Statutes.
- 6 6. **VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPRARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a **single violation** shall be good cause for **IMMEDIATE termination of the lease** under the Illinois Compiled Statutes. Unless otherwise provided by law, proof of violation shall not require criminal conviction, **BUT SHALL BE BY A PREPONDERANCE OF THE EVIDENCE.** TENANT consents to venue in any justice court precinct within the county wherein the unit is located in the event OWNER initiates legal action against the TENANT. **TENANT hereby waives** any objection to any venue chosen by OWNER. **TENANT agrees that service of process** of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to TENANT, shall be effective and sufficient of purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any TENANT, co-signor, occupant or guarantor, if waived upon any occupant or other person of suitable age and discretion who is present at the premises and residing therein, notwithstanding the fact that a TENANT, co-signor, occupant or guarantor may reside at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law or rule. By signing this lease the undersigned hereby waives any objection to service carried out under the terms of this agreement. This provision shall be effective for any extension, renewal or modification of the initial lease.
- 7 7. In case of conflict between the provision of this addendum and any other provision of the leases, the provisions of the addendum shall govern.
- 8 8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between the OWNER and Resident.

Carbon Monoxide and/or Smoke Detector Rider

I, _____, as TENANT of the property located at _____,
Unit/Apartment _____, acknowledge the following:

- (a) The carbon monoxide detector(s) and/or smoke detector(s) is/are in working condition with the necessary batteries;
- (b) It is my responsibility to test and provide general maintenance for the carbon monoxide detector(s) and/or smoke detector(s)
- (c) If any carbon monoxide detector and/or smoke detector is not working properly, I will notify the OWNER'S AGENT, in writing, of any deficiencies that I, as TENANT, cannot correct
- (d) It is my responsibility, as TENANT, to replace any required batteries in the carbon monoxide detector(s) and/or smoke detector(s)

NOTICE IS HEREBY GIVEN that, under 430 ILCS 135/10(b), tampering with, removing, destroying, disconnecting, or removing the batteries from any installed carbon monoxide detector, except in the course of inspection, maintenance or replacement of the detector, is a Class A misdemeanor in the case of a first conviction and a Class 4 felony in the case of a second or subsequent conviction.

