



## RESIDENTIAL LEASE

1 LESSEE (Tenant): \_\_\_\_\_

2 ADDRESS OF PREMISES: \_\_\_\_\_

3 LESSOR (Landlord): \_\_\_\_\_

4 LESSOR'S ADDRESS: \_\_\_\_\_

5 LEASE COMMENCEMENT DATE: \_\_\_\_\_ LEASE EXPIRATION DATE: \_\_\_\_\_

6 MONTHLY RENTAL: \$ \_\_\_\_\_ SECURITY DEPOSIT: \$ \_\_\_\_\_

7 **(First Month's rent and Security deposit to be paid in advance with guaranteed funds**  
8 **as directed by Lessor. Security deposit is not to be used as last month's rent.)**

9 LATE PAYMENT PENALTY: \_\_\_\_\_ % of monthly rental if not received by \_\_\_\_\_

10 **If Dual Agency applies, complete Paragraph 25.**

11 In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and  
12 Lessee hereby leases from Lessor for a private dwelling, the unit designated above (the "Premises"), for the  
13 above term.

14  
15 **1. RENT:** Lessee shall pay Lessor, at Lessor's address stated above or such other address as Lessor may  
16 designate in writing, as rent for the Premises, the sum stated above monthly in advance, including any late charges  
17 and amounts to be paid by Lessee under paragraph 3 hereof, from the beginning of this term until termination of  
18 this Lease. Time of each payment is of the essence of this agreement. Monthly rent payments are due on  
19 the \_\_\_\_\_ day of each month.

20  
21 **2. LESSEE'S OBLIGATIONS:** In addition to the monthly rental specified above, Lessee shall be responsible for  
22 the following:

- 23 \_\_\_\_\_ Electricity                      \_\_\_\_\_ Gas/Heating Fuel                      \_\_\_\_\_ Rubbish removal
- 24 \_\_\_\_\_ Water Service                      \_\_\_\_\_ Sewage Disposal Service                      \_\_\_\_\_ Landscape Maintenance
- 25 \_\_\_\_\_ Snow Removal                      \_\_\_\_\_ Homeowners Association dues "currently \$ \_\_\_\_\_ per month"
- 26 \_\_\_\_\_ Other: \_\_\_\_\_

27  
28  
29 **3. SHARED UTILITIES (IF APPLICABLE):** In the event one of the above utilities designated as a Lessee  
30 obligation is not levied specifically on or in respect to the Premises, the Lessee shall pay Lessor as rent \_\_\_\_\_%  
31 of the utilities charged on the building of which the Premises are a part. If the Lessee fails to pay the above marked  
32 bills, the Lessor may pay them on Lessee's behalf and the same if paid by the Lessor shall be due as rent with the next  
33 payment due under the terms of this lease.

34  
35 Lessee agrees that if, as a result of Lessee's failure to timely pay any of the aforementioned utility charges, such  
36 services are stopped or interrupted and damage results, Lessee shall be absolutely liable to Lessor for such damage.

37  
38 **4. LESSOR'S OBLIGATIONS:** Lessor shall, at Lessor's cost, provide the Premises:

- 39 \_\_\_\_\_ Electricity                      \_\_\_\_\_ Gas/Heating Fuel                      \_\_\_\_\_ Rubbish Removal
- 40 \_\_\_\_\_ Water Service                      \_\_\_\_\_ Sewage Disposal Service                      \_\_\_\_\_ Landscape Maintenance
- 41 \_\_\_\_\_ Snow Removal                      \_\_\_\_\_ Homeowners Association dues "currently \$ \_\_\_\_\_ per month"
- 42 \_\_\_\_\_ Homeowner's Assoc. Special Assessments
- 43 \_\_\_\_\_ Other \_\_\_\_\_

44  
45 (Lessor shall not be liable for failure to furnish the above when such failure is beyond Lessor's control or when the  
46 applicable system is under repair.)

Lessee Initial \_\_\_\_\_ Lessee Initial \_\_\_\_\_ Lessor Initial \_\_\_\_\_ Lessor Initial \_\_\_\_\_

Address \_\_\_\_\_

47 **5. SECURITY DEPOSIT:** Lessee has deposited with Lessor the Security Deposit stated above as security for the  
48 performance of all covenants and agreements of Lessee hereunder. Upon termination of the Lease and full performance  
49 of all Lessee's obligations hereunder, so much of the Security Deposit as remains unapplied shall be returned to Lessee.  
50 The Security Deposit shall not bear interest unless required by local ordinance.  
51

52 **6. CONDITION OF PREMISES:** Lessee acknowledges that Lessee has inspected the Premises and that the  
53 Premises are in good repair, except as specified below, and that no representations as to the condition or repair thereof  
54 have been made by the Lessor, or Lessor's designated agent, prior to or at the execution of this Lease, that are not  
55 herein expressed.  
56 DEFECTS (See attached Property Condition Report)  
57  
58  
59

60 **7. REPAIRS BY LESSEE:** The Lessee covenants and agrees with the Lessor to take good care of and keep in clean  
61 and healthy condition, the Premises and its fixtures, and to commit or suffer no waste therein; that Lessee will make all  
62 repairs required to the walls, windows, glass, ceilings, paint, plastering, plumbing work, pipes, and fixtures belonging to  
63 the Premises, whenever damage or injury to the same shall have resulted from Lessee's misuse or neglect; and Lessee  
64 agrees to pay for any and all repairs that shall be necessary to put the Premises in the same condition as when Lessee  
65 entered therein, reasonable wear, acts of God, and loss by fire excepted; and Lessor shall have the right to make said  
66 repairs and recover the cost of same from Lessee as rent.  
67

68 **8. REPAIRS BY LESSOR:** In the event repairs are necessary as a result of normal wear and tear or acts of God,  
69 Lessor shall make them within a reasonable time. Lessee shall not, without consent of the Lessor, have the right to  
70 make repairs to the Premises and charge them against the rent due or withhold rent. In case the Premises shall be  
71 rendered untenable by fire or other casualty, Lessor may at Lessor's option terminate this lease or repair the Premises  
72 within thirty days, and if Lessor fails to do so, this lease is terminated.  
73

74 **9. USE; SUBLET; ASSIGNMENT; ALTERATIONS:** Lessee will not allow the Premises to be used for any purpose  
75 that will increase the rate of insurance thereon or disturb the neighboring tenants, nor for any purpose other than that  
76 hereinbefore specified nor to be occupied, in whole or in part, by any other person, and will not sublet the same, or any  
77 part thereof, nor assign the lease without the Lessor's prior written consent, which consent shall not be unreasonably  
78 withheld, and will not permit the transfer, by operation of law, of the interest in the Premises acquired through this  
79 lease, and will not permit the Premises to be used for unlawful purpose(s) or any purpose(s) that will injure the  
80 reputation of the same or of the neighborhood; and will not permit any alteration (including but not limited to painting,  
81 wall papering and other decorating) of or upon any part of the Premises without the prior written consent of the Lessor,  
82 nor allow any signs or placards posted or placed thereon, except by written consent of the Lessor; all alterations and  
83 additions to the Premises shall remain for the benefit of the Lessor unless otherwise provided in said consent.  
84

85 **10. OCCUPANT:** No other person shall occupy the premises except those listed as Tenant or "NAMES OF OTHERS  
86 RESIDING WITH TENANT." If any person other than those allowed hereunder, occupy the premises, Tenant shall be in  
87 breach of this lease, and in addition to all other rights of Landlord, Tenant shall pay to Landlord, the additional sum of  
88 \$\_\_\_\_\_ per month.  
89

90 "NAMES OF OTHERS \_\_\_\_\_  
91 RESIDING WITH \_\_\_\_\_  
92 TENANT" \_\_\_\_\_  
93

94 **11. PETS:** Unless otherwise agreed herein, no pets shall be allowed on or about the premises. If pets are allowed  
95 within the terms of this lease, Tenant represents that said pet has no history of disruptive or violent behavior. Tenant  
96 shall remove all animal waste immediately and keep the residence and lawn clear of all waste. If any unpermitted pet is  
97 on or about the premises, Tenant shall be in breach of this lease, and in addition to all other rights of Landlord, Tenant  
98 shall pay to Landlord the additional sum of \$\_\_\_\_\_ per day.  
99

100 **ADDITIONAL PET DEPOSIT \$** \_\_\_\_\_ **Number of pets allowed:** \_\_\_\_\_  
101 \_\_\_\_\_  
102 \_\_\_\_\_ Refundable \_\_\_\_\_ Non-Refundable  
103 \_\_\_\_\_  
104 \_\_\_\_\_ Dog < \_\_\_\_\_ lbs \_\_\_\_\_ Cat \_\_\_\_\_ Bird \_\_\_\_\_ Other: \_\_\_\_\_  
105

106 **12. RIGHT TO RELET, TERMINATION REMEDIES:** If Lessee shall leave the Premises for fourteen (14) or more  
107 days, Lessee shall give written notice to Lessor prior to said leave. Lessee must maintain the temperature in leased  
108 residence at least 60 degrees and all air registers must be kept open at all times to prevent freezing of plumbing pipes  
109 in Winter. If Lessee shall abandon or vacate Premises, the same may be re-let by the Lessor on behalf of the Lessee for  
110 such rent and upon such terms as Lessor may see fit, and if a sufficient sum shall not be thus realized, after paying the  
111 expenses of such re-letting and collecting of rent, to satisfy the rent specified herein, the Lessee agrees to satisfy and  
112 pay all deficiencies. If the Lessee retains possession of the Premises after the term of this lease expires, the Lessor may  
113 either accept further rent payments by the Lessee, in which case a month-to-month tenancy shall be created, or sue for  
114 possession; and Lessor shall be entitled to recover from Lessee all damages sustained by him as a result of Lessee's  
115 failure to vacate the Premises, including but not limited to lost rent, court costs and attorney's fees. In the event Lessee  
116 retains possession without Lessor's consent beyond the term of this lease, it is agreed rent shall be double the rent for

the preceding term. Lessee's right of possession may be terminated without terminating Lessee's liability to pay rent. All remedies herein provided shall be cumulative. No waiver of a breach or default by either party shall be deemed a continuing waiver. Lessee or Lessor shall pay all reasonable attorneys' fees and court costs incurred by the other in enforcing the terms of this agreement as a result of a default by the other or in defending against acts or omissions of the other as ordered by a court of competent jurisdiction.

**13. DESCRIPTION OF PREMISES:** Premises includes the residential unit described above together with the garage, out buildings, and common elements, if any. [Check or enumerate applicable items]

- |   |  |   |   |
|---|--|---|---|
| <input type="checkbox"/> Refrigerator       | <input type="checkbox"/> Central Air Conditioning                | <input type="checkbox"/> Central Humidifier               | <input type="checkbox"/> Light Fixtures, as they exist  |
| <input type="checkbox"/> Oven/Range/Stove   | <input type="checkbox"/> Window Air Conditioners                 | <input type="checkbox"/> Water Softener(s) (owned)        | <input type="checkbox"/> Built-in or Attached Shelving  |
| <input type="checkbox"/> Microwave          | <input type="checkbox"/> Ceiling Fan(s)                          | <input type="checkbox"/> Sump Pumps                       | <input type="checkbox"/> Carbon Monoxide Detectors      |
| <input type="checkbox"/> Dishwasher         | <input type="checkbox"/> Intercom system                         | <input type="checkbox"/> Electronic or Media Air Filter   | <input type="checkbox"/> Existing Storms & Screens      |
| <input type="checkbox"/> Garbage Disposal   | <input type="checkbox"/> TV Antenna System                       | <input type="checkbox"/> Central Vac & Equipment          | <input type="checkbox"/> Fireplace Screens/Doors/Grates |
| <input type="checkbox"/> Trash Compactor    | <input type="checkbox"/> Satellite Dish                          | <input type="checkbox"/> Security Systems (owned)         | <input type="checkbox"/> Fireplace Gas Logs             |
| <input type="checkbox"/> Washer             | <input type="checkbox"/> Outdoor Shed                            | <input type="checkbox"/> Electronic Garage Door Opener(s) | <input type="checkbox"/> Smoke Detectors                |
| <input type="checkbox"/> Dryer              | <input type="checkbox"/> Invisible Fence System, Collars & Boxes | <input type="checkbox"/> _____ with all Transmitter(s)    | <input type="checkbox"/> Outdoor Play sets              |
| <input type="checkbox"/> Attached Gas Grill | <input type="checkbox"/> All Window Treatments & Hardware        | <input type="checkbox"/> All Tacked Down Carpeting        | <input type="checkbox"/> Planted Vegetation             |

**Other items included:** \_\_\_\_\_

**Items not included:** \_\_\_\_\_

**14. ACCESS:** Lessor shall have free access to the Premises at all reasonable hours, and at all times in cases of emergency, for the purposes of examining or exhibiting the same for sale or rent or for making any repairs to the Premises which the Lessor may deem fit to make. Lessor shall have the right to place upon the Premises, "For Sale/Rent" signs not sooner than \_\_\_\_\_ days prior to the end of the term of lease period and Lessee will not interfere with same. Lessee hereby authorizes Lessor or Lessor's agent to photograph and/or film Lessee's personal property found on the Premises for the purpose of offering the Premises for sale or rent. Lessor shall have the right to install any necessary key box and Lessee hereby authorizes same. Lessor shall be provided with and may retain and use copies of all keys necessary for access to the Premises. Lessee acknowledges that Lessor has advised Lessee of the need for safeguarding and insuring Lessee's personal property and valuables located upon the Premises. More than 2 "refused" showings will result in additional rent of \$\_\_\_\_\_ per occurrence.

**15. COMPLIANCE:** Lessee 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 Lessor's rules attached hereto. If tenant does not comply with said ordinance or rules, tenant will be responsible for any fines incurred and will be considered in default of this lease.

**16. LESSEE REPRESENTATIONS/OBLIGATIONS:** Lessee acknowledges that the Rental Application and Lessee Responsibility attached hereto shall be incorporated into this lease. Lessee represents that the information contained in the Application is true, complete, and accurate at the time of application. If any information is found to be incorrect this lease shall become null and void. False and misleading statements shall be sufficient reason for immediate eviction and loss of security deposit(s). Further Lessee agrees to comply with the Lessee Responsibilities. Lessee's failure to do so shall be considered a default under the terms of this Lease.

**17. LIMITATION OF LIABILITY:** Lessor shall not be liable for damage or injury to the Lessee, Lessee's invitees. Lessee is responsible for insurance protections on his own furniture and personal property, and liability coverage. Lessee will obtain a Renter's Insurance Policy with Lessor named as additional insured, with minimum liability limits of \$\_\_\_\_\_ per person and \$\_\_\_\_\_ per occurrence. Lessor reserves the right to modify limits of liability if required to do so by Lessor's primary or umbrella carrier(s).

**18. RENT AFTER NOTICE OR SUIT:** After the service of notice, or the commencement of a suit or after final judgment for possession of the Premises, the Lessor 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.

**19. FORECLOSURE:** The Premises [check one] \_\_\_\_\_ is \_\_\_\_\_ is not secured by one or more mortgages. Lessor shall give written notice to Lessee within thirty (30) days of being served with a Foreclosure lawsuit for the Premises. Nothing in this paragraph alters the Lessee's obligation to pay rent under the Lease.

**20. PLURALS; SUCCESSORS:** The words "Lessor" and "Lessee" wherever used herein shall be construed to mean "Lessors" and "Lessees". In cases where more than one person constitutes either party to this lease, all such persons shall be jointly and severally liable. All the covenants and agreements herein contained shall be binding upon and inure to the benefit of their respective successors, heirs, executors, administrators and assigns. The rights, powers and duties under this Lease may be exercised by Lessor's or Lessee's attorney or agent.

**21. SEVERABILITY:** If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under the applicable law, such event shall not affect, impair or

render invalid or unenforceable, the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

**22. SUBORDINATION:** This lease is subordinate to any mortgages and other security devices now or hereafter placed against the Premises.

**23. LEAD-BASED PAINT DISCLOSURE: Year Property Built \_\_\_\_\_**  
If applicable, prior to signing this Lease, Lessee [check one] \_\_\_\_\_ has \_\_\_\_\_ has not received a Lead-Based Paint Disclosure and [check one] \_\_\_\_\_ has \_\_\_\_\_ has not received the EPA Pamphlet, "Protect Your Family From Lead in Your Home".

**24. RADON DISCLOSURE:**  
If applicable, prior to signing this lease, Lessee [check one] \_\_\_\_\_ has \_\_\_\_\_ has not received the Disclosure of Information on Radon Hazards; [check one] \_\_\_\_\_ has \_\_\_\_\_ has not received the IEMA Pamphlet "Radon Testing Guidelines for Real Estate Transactions".

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

**26. FUTURE SALE/PROCURING CAUSE:** Should Lessor and Lessee enter into any agreement pertaining to the sale of the premises to the Lessee during or after the term of this lease agreement or any extension thereof, both parties do hereby agree that their respective REALTOR(S)® were the procuring cause of this transaction and will pay brokerage compensation as agreed in the leasing listing agreement.

**27. NOTICE:** All notices required shall be in writing and shall be served by one party to the other party. Notice to any one of the multiple-person party shall be sufficient notice to all. Notice shall be given in the following manner:

- a. By personal delivery of such notice; or
- b. By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, notice served by certified mail shall be effective on the date of mailing; or
- c. By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Central time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is 9:00 a.m. Central time of the first business day after transmission.
- d. By sending email transmission. Notice shall be effective as of date and time of email transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event email Notice is transmitted during non-business hours, the effective date and time of Notice is the first business hour of the next Business Day after transmission.
- e. By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

**28. MUTUAL WAIVER OF SUBROGATION RIGHTS:** Whenever any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Premises, and such party is covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof.

**29. 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. The following documents are additionally attached hereto and incorporated herein: \_\_\_\_\_

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

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

THIS LEASE HAS BEEN APPROVED BY THE REALTOR® ASSOCIATION OF THE FOX VALLEY, INC.  
THE PARTIES ARE CAUTIONED THAT THIS IS A LEGALLY BINDING AGREEMENT. IF THE TERMS ARE NOT UNDERSTOOD, PLEASE SEEK LEGAL COUNSEL BEFORE SIGNING IT.

DATE \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
LESSEE (Tenant) LESSOR (Landlord)

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LESSEE (Tenant) LESSOR (Landlord)

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**THIRD PARTY GUARANTEE (OPTIONAL PROVISION)**

For value received, the undersigned hereby guarantees the payment of the rent and the performance of the covenants by the Lessee in the within Lease covenanted and agreed, in manner and from as in said Lease provided.

DATE \_\_\_\_\_  
\_\_\_\_\_ GUARANTOR

\_\_\_\_\_ GUARANTOR

FOR INFORMATION ONLY IF APPLICABLE

_____	_____	_____	_____
Lessee's (Tenant) Phone Number	Email	Lessor's (Landlord) Phone Number	Email
_____	_____	_____	_____
Lessee's (Tenant) Phone Number	Email	Lessor's (Landlord) Phone Number	Email
_____	_____	_____	_____
Lessee's Broker Office	MLS#	Lessor's Broker Office (Listing Office)	MLS#
_____	_____	_____	_____
Lessee's Designated Agent	MLS#	Lessor's Designated Agent	MLS#
_____	_____	_____	_____
Phone	Fax	Phone	Fax
_____	_____	_____	_____
E-mail		E-mail	
_____	_____	_____	_____
Lessee's Attorney	E-mail	Lessor's Attorney	E-mail
_____	_____	_____	_____
Phone	Fax	Phone	Fax
_____	_____	_____	_____
Homeowner's/Condo Assoc. (if any)	Phone	Management Co./Other Contact	Phone

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