

Illinois Residential Lease

Date of Lease: _____

- 1. Identification of Property Manager and Resident:** This Residential Lease (Lease) is entered into between _____ (Resident) and Property Management IL, LLC D/B/A Cruise Property Management, not individually but as Agent of the owner (Property Manager). Each Resident and co-signer are jointly and severally liable for the payment of rent and performance of all other terms of this Lease.
- 2. Identification of Premises:** Subject to the terms and conditions in this Lease, Property Manager rents to Resident, and Resident rents from Property Manager, for residential purposes only, the Premises located at _____ (the Premises) with the following furnishings and appliances: _____.
Rental of the Premises also includes: _____.
- 3. Limits on Use and Occupancy:** The Premises are to be used for Residents listed in "Clause 1." of this Lease and the following minor children: _____.
Occupancy by guests for more than 2 weeks is prohibited without Property Manager's written consent and will be considered a breach of this Lease.
- 4. Term of the Tenancy:** The term of the rental will begin on _____ and end on _____.
- 5. Early Release Fee:** Should Resident desire to move-out before the end of the rental term, Resident may pay a one-time fee equivalent to 2 months' rent to end the lease early and be released from any further rent obligation. Resident must give 60-day advance notice, pay rent up to the month of departure, pay any unpaid fees or obligations, and return Premesis in pre-move-in condition, except normal wear and tear.
- 6. Payment of Rent:** Resident will pay to Property Manager a monthly rent of \$_____ payable in advance on the first day of each month. Rent will be paid as follows: Direct deposit through Buildium Resident Center. For the period from Resident's move-in date to the end of the month, Resident will pay to Property Manager the prorated monthly rent of \$_____. This amount will be paid on or before the date Resident moves in.
- 7. Late Charges:** If Resident fails to pay the rent in full before the end of the 3th day after it's due, Resident will pay Property Manager a late charge of \$25, plus \$10 for each additional day that the



rent remains unpaid. Property Manager does not waive the right to insist on payment of the rent in full on the due date. All charges or fees required to be paid by Resident under the term of Lease above the rent will be deemed to be additional rent payments. All payments received will be allocated first to unpaid bank charges, then to unpaid late charges, then to unpaid then to unpaid rent. To the extent allowed by prevailing law, any court costs or legal fees incurred by Resident and required to enforce the terms of Lease or tenancy will be considered to be additional rent payments.

- 8. Returned Check and Other Bank Charges:** If any check or direct deposit service offered by Resident to Property Manager in payment of rent or any other amount due under this Lease is returned for lack of sufficient funds, a "stop payment," or any other reasons, Resident will pay Property Manager a returned check charge of \$50.
- 9. Additional Rent and Allocation of Payments:** Any and all charges or fees required to be paid by Lessee under the terms of this lease, over and above the base rental, shall be deemed to be additional rent payments. All payments received shall be allocated first to unpaid bank charges for dishonored checks, then to unpaid late charges, then to unpaid additional rent payments, if any, and then to unpaid rent. To the extent allowed by prevailing law, any court costs or legal fees incurred by Lessor and required to enforce the terms of the Lease or tenancy shall be considered to be additional rent payments.
- 10. Security Deposit:** Resident will pay to Property Manager \$ _____ as a security deposit. Resident may not apply this security deposit to the last month's rent or any other sum due under this Lease. Within 21 days after Resident has vacated the Premises in good and clean condition with no dirt (vacuuming the house, professional carpet cleaning, kitchen sink/appliances/bathtub/toilets cleaning, etc.) reasonable wear and tear excepted, returned keys, paid and closed out all the utilities and provided Property Manager with a forwarding address, Property Manager will give Resident an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Property Manager, if any, along with a check for any balance.
- 11. Photography:** Resident hereby acknowledges Property Manager may take photographs/videos of the property to document the condition of or advertising property.
- 12. Utilities:** Resident is responsible for the setup, payment, continuous services, and cancellation when moving out of all utilities except the following: _____.
- 13. Room Temperature:** Resident is responsible to keep the room temperature above 55 degrees at all times.

14. Phone, Internet, or cable service: Resident is responsible for the installation of additional services, including, but not limited to, telephone, cable, and the Internet. Resident is NOT allowed to install a satellite dish to the Premises.

15. Appliances: Property Manager will not be liable or responsible for damage arising out of negligent use or operation of the appliances, for the expense of repairing it, or for the loss of any food. If appliances need to be replaced due to no fault of Resident, they will be replaced with similar appliances or appropriate appliances in the surrounding area.

16. Assignment and Subletting: Resident will NOT sublet any part of the Premises or assign this Lease.

17. Communication to Resident: Communication to one or some Resident will be considered communication to all Resident. Resident is responsible to communicate with each other. Resident will furnish Property Manager always with a working telephone number.

18. Resident's Maintenance Responsibilities:

- 1) Keep the Premises, including but not limited to kitchen, appliances, and bath, clean, sanitary, and in good condition.
- 2) Immediately notify Property Manager of any defects or dangerous conditions, in and about the Premises of which Resident becomes aware.
- 3) Change the furnace filter every 3 months at Resident's expense.
- 4) Reimburse Property Manager, for the cost of any repairs to the Premises damaged by Resident, Resident's guests, or business invitees through accident, misuse, or neglect.
- 5) Resident examined the Premises, including appliances, smoke alarms, carbon monoxide detectors, fixtures, carpets, drapes, and paints, and has found them to be in good, safe, clean, and functional.
- 6) After 30-day of moving in, Resident is responsible for pests, including bed bugs, vermin, roaches, insects, etc., and any pest control treatments. If desired during the tenancy, Resident can coordinate with Property Manager to have a pest control treatment done paid by Resident.
- 7) If checked, Resident is responsible for mowing the lawn and shoveling the snow. The grass height can not exceed the limit as defined in local city/municipal ordinances. Resident agrees that any damage done to the lawn during his/her residency must be corrected before move-out, or the cost to return the lawn to the move-in condition will be charged to Resident.



19. Smoke & Carbon Monoxide Detector: Smoke and carbon monoxide detector(s) in good working order have been provided. They are not to be removed or tampered with. Resident agrees to immediately report any malfunctioning of them. Resident agrees to test all the detectors once a month as follows.

- 1) Alert the people inside the Premises you are going to test the detectors.
- 2) Station someone at the farthest areas of Premises to make sure that the alarm can be heard.
- 3) Safely reach the button of the detector and push and hold for a few seconds.
- 4) Confirm the loud noise coming out from the detector. If there is no sound or the sound is low, replace the battery immediately. Repeat the above steps. If there is still no sound or the sound is weak, contact Property Manager immediately.

Resident agrees to maintain all the detectors once a year by carefully vacuuming them to remove dust. Resident is responsible for replacing the old/dead batteries promptly.

20. Repairs and Alterations by Resident

- 1) Except as provided by law, Resident will not make any repairs/alterations to the Premises without the prior written consent of Property Manager.
- 2) Resident will not alter, rekey, or install any additional locks to the Premises.
- 3) Any burglar/security alarm system requires the prior written consent of Property Manager.

21. Lockout: If locked out, Resident agrees to pay \$75 or the actual cost of a locksmith, whichever is higher, to open the door.

22. Smoking: Resident is not allowed to smoke inside the house.

23. Renter's Insurance: Property Manager is not an insurer of Resident's personal property, and the Resident is required to obtain renter's insurance covering Resident's property in the Premises. In the event Resident fails to obtain renters insurance, Property Manager retains the right to obtain renter's insurance for the Resident and all charges for renter's insurance will be charged to Resident in addition to the Rent. To the extent allowed by prevailing law, Resident hereby releases and indemnifies Property Manager against any and all claims for damage to personal property of Resident in Premises for any reason whatsoever, unless such damage is caused by the willful neglect or willful act of Property Manager.

24. Plumbing: Resident will be held responsible for all costs related to Property Manager's repair or maintenance of any plumbing stoppage or slow-down caused by Resident, whether accidental or purposeful. Resident agrees NOT to place into any drain lines non-approved substances such as but not limited to cooking grease, sanitary napkins, diapers, children's toys, "flushable" wipes, or other similar objects that

may cause a stoppage or slow drains. Resident will notify Property Manager of any plumbing leak or slow drainage within 24 hours. Resident will only use a plunger to attempt to fix a slow or stopped drain, and not pour chemicals or other drain cleaners into any stopped or slow drains. Residents agree to pay for clearing the drains of all stoppages and slow-down except for those which the professional plumber, who is called to clear the stoppage, will attest in writing that the stoppage or slow-down were caused by defective plumbing or tree roots. No reimbursement will be made for charges not pre-approved by management.

25. Water: No water-filled furniture or aquariums allowed inside the Premises.

26. Prohibition Against Violating Laws, Causing Disturbance and Vandalism: Resident is entitled to quiet enjoyment of the Premises. Resident and guests or invitees will not use the Premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including but not limited to laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other residents or nearby residents. In the event Resident is responsible for vandalism at the Property, it is Resident's sole responsibility to repair and cure such vandalism damages as a result of Resident's actions.

27. No Hazardous Material: Resident will not keep any explosives or inflammable fluids or material of any kind constituting an unreasonable fire hazard inside or around the Premises.

28. Application: This Lease is entered based upon information given by Resident on an application which is incorporated into and made a part of this Lease. Resident must advise Property Manager in writing of any changes to any information in the application.

29. Liability: Except as provided by law, neither Owner nor Property Manager will be liable for any injury or damage to persons or property from any cause unless such damage will be adjudicated to be a deliberate or negligent act on their part.

30. Property Manager's Right to Access: Property Manager or its agents may enter the Premises in the event of an emergency, to make repairs or improvements, or to show the Premises to prospective buyers or Residents. Property Manager may also enter the Premises to conduct a semi-annual inspection to check for safety and/or maintenance problems. Except in cases of an emergency, Resident's abandonment of the Premises, court order, or where it is impractical to do so, Property Manager will give Resident 24-hour notice before entering.

- 31. Contact Information:** If maintenance/repair/replacement/inspection is needed, Property Manager may give Resident's contact information to contractor/inspector/agent to arrange the repair/maintenance/replacement/inspection with Resident, and Resident agree to coordinate the reasonable time with the contractor/inspector/agent to have the maintenance/repair/replacement/inspection done.
- 32. Extended Absences by Resident:** Resident will notify Property Manager in advance if Resident will be away from the Premises for 10 or more consecutive days. During such absence, Property Manager may enter the Premises at times reasonably necessary to maintain the Premises and inspect for needed repairs.
- 33. Possession of the Premises:** If, after the lease starting date, Resident fails to take possession of the Premises within 10 days, Resident will still be responsible for paying rent and utilities complying with all other terms of this Lease. If Property Manager is unable to deliver possession of the Premises to Resident for any reason not within Property Manager's control, including, but not limited to, a partial or complete destruction of the Premises, Resident will have the right to terminate this Lease upon proper notice as required by law. In such an event, Property Manager's liability to Resident will be limited to the return of all sums previously paid by Resident to Property Manager.
- 34. Abandonment:** Any goods, vehicles, or other property left on the premise after the termination of the tenancy by any means, including eviction, will be considered abandoned and disposed of.
- 35. Payment of Court Costs and Attorney Fees in a Lawsuit:** In any action or legal proceeding to enforce any part of this Lease, the prevailing party will recover reasonable attorney's fees and court costs.
- 36. Disclosures:** Resident acknowledges that Property Manager has made the following disclosures/provisions regarding the Premises. _____.
- 37. Animals:** Refer to "Animal Policy" attached and incorporated into this Lease as Schedule A.
- 38. The Validity of Each Part:** If any portion of this Lease is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Lease.
- 39. Grounds for Termination of Tenancy:** The failure of Resident or Resident's guests or invitees to comply with any term of this Lease, or the misrepresentation of any material fact on Lease Application, is grounds for termination of the tenancy, with appropriate notice to Residents and procedures as required by law.



40. Entire Agreement: This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Property Manager or Resident. Any modifications to this Lease must be in writing signed by Property Manager and Resident.

41. Cosigner Agreement: Cosigner agrees to be jointly and severally liable with Resident for Resident's obligations arising out of this lease, including but not limited to unpaid rent, property damage, and cleaning and repair costs. Cosigner further agrees that Property Manager will have no obligation to give notice to Cosigner should Resident fail to abide by the terms of the lease or lease. Property Manager may demand that Cosigner perform as promised under this Lease without first using Resident's security deposit.

42. Lease Agreement Obligation: Each resident is jointly and severally liable for all the Lease agreement obligations. If Resident or any guests or occupant violates the Lease Agreement, all residents are considered to have violated the Lease Agreements.

43. Lease Renewals: All lease renewals must be agreed upon in writing by Resident and Property Manager at least thirty (30) days prior to the expiration of this Lease. Lease renewal fee is \$____ due upon agreement for lease renewal.

44. Additional Provision

Empty rectangular box for additional provisions.

THIS IS A LEGAL BINDING CONTRACT. IF ANY TERMS ARE UNCLEAR TO YOU, SEEK COMPETENT ADVICE BEFORE SIGNING.

Date

Hamilton Realtor Group
Agent of the owner

630.841.9469
Phone

790 Barron Blvd, Grayslake, IL 60030
Address

Date

Resident

Phone

Date

Resident

Phone

SAMPLE



Schedule A – Animal Policy

- 1) One time \$250 non-refundable animal fee is required.
- 2) Renters insurance is required, with Property Manager as the party of interest.
- 3) Residents agree to pay an extra \$25 per month per animal in addition to the regular rent.
- 4) Residents agree to go through the pet screening provided by petscreening.com and pay \$20 for the first animal and \$15 for every additional animal. There will be no fees for assistance/support/service animals.
- 5) Residents need to show the animal(s) to the Property Manager before the tenancy.
- 6) A maximum total of two animals may be kept.
- 7) The Property Manager is not responsible for the animal(s) injury, illness, death, and escaping, even for a property with a fenced-in yard.
- 8) Residents will control their animal(s) while it is inside and outside the house to prevent damage to carpets, floors woodwork, railing, kitchen cabinets, yard, fence, etc.
- 9) Animal(s) damage will be considered beyond normal wear and tear.
- 10) Residents agree not to leave their animal(s) unattended for unreasonable periods.
- 11) Residents agree that they are solely responsible for the maintenance of the animal(s), and agree to keep their animal(s) under control at all times.
- 12) Residents agree to adhere to local ordinances, including but not limited to leash and licensing requirements.
- 13) Residents agree to clean up after the animal(s) and to dispose of their animal(s) waste properly and quickly.
- 14) Animal(s) with a previous bite history or displays vicious or dangerous tendencies is prohibited.
- 15) Residents agree to keep their animal(s) from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will remedy immediately any complaints made through the Property Manager.
- 16) Any dog that is predominantly Akita, American Staffordshire Terrier (Pit Bull), Chow, Presa Canario, Rottweiler, Sharpei, Wolf Hybrid, Dalmatian, Pit Bull, Rottweiler, Shar-pei, Doberman, Alaskan Malamute, Husky, and/or German Shepherd is not acceptable. Aggressive, exotic, illegal, dangerous, unusual, non-domesticated, livestock or vicious animals are not acceptable either.
- 17) Residents agree to provide their animal(s) with an identification tag that the animal(s) will wear at all times while on the premises.
- 18) Residents agree to immediately pay for any damage, loss, or expense caused by their animal(s)

Name of the animal	Type of the animal	Name of the animal	Type of the animal
_____	_____	_____	_____

THIS IS A LEGAL BINDING CONTRACT. IF ANY TERMS ARE UNCLEAR TO YOU, SEEK COMPETENT ADVICE BEFORE SIGNING.

Date Resident

Date Resident

