

# Residence Lease

Date: \_\_\_\_\_

**In Consideration Of** the mutual agreements herein stated, \_\_\_\_\_ ,  
(hereinafter referred to as the **Lessor**) hereby leases to \_\_\_\_\_ ,  
(hereinafter referred to as the **Lessee**) and the Lessee hereby leases from the Lessor for a private dwelling, the following described real property (hereinafter referred to as the "Premises"):

\_\_\_\_\_ together with the appurtenances thereto.

## Term of Lease

The term of this lease shall be for one month. The term shall begin on \_\_\_\_\_ and end on \_\_\_\_\_. Lessee shall be given possession of the premises on \_\_\_\_\_ with rent proration for \_\_\_\_\_. At the end of each term, as long as the Lessee is not in breach of the terms herein OR unless otherwise terminated in writing, this lease shall automatically renew for an additional term. This lease shall be construed as an annual periodic lease.

## Rent

Lessee shall pay to the Lessor as rent for the Premises the sum of \$ \_\_\_\_\_ monthly and in advance, until the termination of this lease. Rent payments will be due on the 1st day of each month and must be received by the Lessor *no later than the 5th day* of every month. Rent shall be paid to the Lessor at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or at such address as the Lessor may, from time to time, designate in writing to the Lessee. The timely payment of rent is of the essence of this agreement.

## Security Deposit

The Lessee have deposited with the Lessor the sum of \$ \_\_\_\_\_ as security for the performance of all covenants and agreements of the Lessee hereunder. Lessor may at any time or times apply all or any portion thereof in payment of any amounts due the Lessor from the Lessee. Upon termination of the lease and full performance of all of the Lessee' obligations hereunder, so much of the Security Deposit as remains unapplied shall be returned to the Lessee. The Security Deposit shall not bear interest unless and except as required by Illinois statute.

## Condition of the Premises

The Lessee acknowledges that the Premises are in good repair. No other representations as to the condition or repair thereof have been made by the Lessor prior to or at the execution of this lease that are not herein expressed. Lessee agrees to leave the premises in good repair at the termination of this lease, normal wear and tear excepted.

## Repair

The Lessee covenants and agrees to maintain the premises and keep the premises in a clean, safe and healthy condition and to commit or suffer no waste therein. The Lessee agrees that no changes, alterations of the premises shall be made, or partitions erected, or walls papered, painted or covered in any way without the express written consent of the Lessor.

During the term of this lease, the Lessor agrees to make any and all repairs necessary to bring the premises in compliance with the condition of the premises at the beginning of this lease; HOWEVER, whenever damage or injury to the premises is as the result of the negligence or misuse on the part of the Lessee or its guests, the Lessee agrees to make and pay for all repairs required to bring the Premises into the same condition as when entered therein, reasonable wear and loss by fire excepted, and the expense of such repairs shall be included within the terms of this lease and any judgment by confession entered therefore.

Except as required by Illinois statute, the Lessor shall not be liable for any damage occasioned by fire or the failure to keep the Premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, sewerage, or the bursting, leaking or running from any cistern, tank, washstand, water closet or waste pipe in, above , upon or about he Premises, nor for

damage occasioned by water, snow or ice, being upon or coming through the roof, skylight, trap door or otherwise, nor for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

Lessee agrees to cooperate with the Lessor in having the original builder's subcontractors do repair items during any periodic warranty work or otherwise.

## **Use**

The Lessee shall not allow the Premises to be used for any other purpose that will increase the rate of insurance thereon. The Lessee shall not allow the Premises to be used for any unlawful purposes that will injure the reputation of the same or of the neighborhood. The Lessee will keep no dogs, cats or other animals in or about the Premises. The Lessee shall not allow the premises to remain vacant for more than 15 consecutive days without notice to the Lessor. No signs or placards shall be permitted to be posted or placed thereon by the Lessee. Any and all alterations or improvements to the Premises permitted by the Lessor shall remain for the benefit of the Lessor unless otherwise provided in the written consent.

## **Sublet**

The Lessee may not allow any other person or persons to occupy the Premises, nor may the Lessee sublet the Premises to any other person or persons without the expressed written consent of the Lessor. Such consent shall not be unreasonably withheld.

## **Assignment**

The Lessee may not permit or transfer by operation of law or assignment, the interest in the Premises acquired through this lease, without specific written permission of the Lessor. Such permission shall not be unreasonably withheld.

## **Utilities**

The Lessee shall pay (in addition to the rent specified above) all utilities including but not limited to: water/sewer, gas, electric, garbage/refuse, telephone, internet access and cable/satellite TV.

If these bills are not paid when due, the Lessor shall have the right to pay the same, which amounts so paid, along with any sums paid by the Lessor to keep the Premises and the appurtenances in good condition as herein before specified, shall be due and payable with the next installment of rent due under this lease.

## **Abandonment**

If the Lessee abandons or vacates the Premises for more than 15 days, the Lessor shall have the right to relet the Premises upon such terms as the Lessor sees fit. If a sufficient sum shall not be realized therefrom, including the costs to relet and collect, to satisfy the rent specified in this lease, the Lessee agrees to satisfy and pay all deficiencies.

Upon such abandonment, the Lessor shall have the right to remove the Lessee' property and other evidence of tenancy, and take and hold possession thereof. Any and all property which may be removed from the premises by the Lessor pursuant to the authority of this Lease or of law, to which the Lessee is or may be entitled, may be handled or removed by the Lessor at the risk, cost and expense of the Lessee, and the Lessor shall in no event be responsible as warehousemen, bailee or otherwise for any property left in the premises or the building by the Lessee, or for the value, preservation or safekeeping thereof. The Lessee shall pay to the Lessor, upon demand, any and all expenses incurred in such removal. Any such property of the Lessee not removed from the premises by the Lessee within 30 days after the end of the term, however terminated, shall be conclusively deemed to have been forever abandoned by the Lessee.

## **Hold Over**

If the Lessee retain possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then the Lessor may at the Lessor' option, within thirty (30) days after the termination of the term, serve written notice upon the Lessee that such holding over constitutes either(a) renewal of this lease, at one and one-half times the rental specified under this lease, or (b) the creation of a month to month tenancy, upon the terms of this lease except at one and one-half times the monthly rental specified under this lease. Upon no such written notice by the Lessor, then a tenancy from month to month shall have been created under (b). Lessee shall also pay to the Lessor all damages sustained by the Lessor resulting from the retention of possession of the Premises by the Lessee.

## **Termination of Lease**

Upon default of payment of the above rent or any part thereof, or upon the default of any of the covenants herein, the Lessor shall have the right to terminate this lease upon 10 days written notice to the Lessee. The Lessee shall have 10 days from receipt of such notice to cure the default and reinstate the terms of the lease. Upon termination of this lease for any reason, the Lessee shall surrender possession and vacate the premises immediately and deliver possession thereof to the Lessor, and hereby grants to the Lessor full and free license to enter into and upon the premises in such event and to repossess the premises as the Lessor' former estate, without being deemed guilty of trespass, eviction or forcible entry or detainer and without due process of law, and to remove the Lessee or any persons occupying the same, without prejudice

to any remedies which might otherwise be used for arrears of rent, and the Lessor shall have at all times the right to distain for rent due and shall have a valid and first lien upon all personal property which the Lessee owns or may hereafter acquire of have an interest in, whether exempt by law or not, as security for payment of the rent herein reserved.

### **Confession of Judgment**

The Lessee hereby irrevocably constitutes any attorney of any court or record in this state, attorney for the Lessee in the Lessee' names, on default by Lessee of any of the covenants herein, and upon complaint made by the Lessor, his agent or assigns, and filed in any such court to enter Lessee' appearance in any such court of record, waive process and service thereof, and confess judgment from time to time, for any rent which may be due to the Lessor, or the Lessor' assignees, by the terms of this lease with costs and a reasonable sum for attorney's fees, and to waive all errors and all right of appeal from said judgment, and to consent in writing that a writ of execution may be issued immediately.

### **Rent After Notice of 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.

### **Casualty**

In the case the Premises shall be rendered uninhabitable by fire or other casualty, the Lessor may at the Lessor' option, terminate this lease, or repaid the Premises within thirty days, and failing so to do, or upon the destruction of the Premises by fire, the term hereby created shall cease and determine

### **Attorney's Fees and Costs**

The Lessee further covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be accrued and incurred by the Lessor in enforcing the covenants and agreements of this lease.

### **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 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 person or circumstances.

### **Joint and Several Liability**

Any person who signs below as Lessee shall be held jointly and severally liable for the terms and obligations of payment under this lease agreements.

Executed the date first written above.

\_\_\_\_\_  
- Lessor  
\_\_\_\_\_  
- Lessor

\_\_\_\_\_  
- Lessee  
\_\_\_\_\_  
- Lessee

