



RESIDENTIAL APARTMENT LEASE

This Lease Agreement is dated “****” 2014, by and between Horizon Property Management, agent for the (“Owner”), and (“Tenant”). The parties agree as follows:

PREMISES: Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant: (“Premises”) Illinois

TERM: The lease term will begin on “*****” 2014 and will terminate on “*****” 2015.

LEASE PAYMENTS: Tenant shall pay to Landlord lease payments of \$****, payable in advance on the first day of each month. Lease payments shall be made to Horizon Property Management and sent to: 100 N. Atkinson Rd., Suite 106, Grayslake IL 60030.

SECURITY DEPOSIT: Tenant should pay \$**** of security deposit.

POSSESSION: Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES: Tenant shall occupy and use the Premises as a dwelling unit.

OCCUPANTS: No more than 4 person(s) may reside on the Premises unless the prior written consent of the Landlord is obtained.

PETS: Pets shall not be allowed without the prior written consent of the Landlord.

PROPERTY INSURANCE: Tenant shall maintain Renter's casualty insurance on the Premises in an amount equal to \$5,000. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies. Tenant shall also maintain any other insurance, which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining additional casualty insurance on its own property, if desired.

RENEWAL TERMS: This Lease shall automatically renew for an additional period of 12 Months per renewal term, unless either party gives written notice of termination no later than 30 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease except that the lease installment payments shall be \$**** (to be determined).

KEYS AND GARAGE REMOTE CONTROL: Tenant will be given 1 key(s) to the Premises, 1 mailbox key(s) and 1 garage remote control. If all keys and remote control are not returned to Landlord following termination of the Lease, Tenant shall be charged \$40.00.

LOCKOUT: If Tenant becomes locked out of the Premises, Tenant will be required to secure a private Locksmith to regain entry at tenant's sole expense.

MAINTENANCE: Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability except that Tenant will be responsible for: Cleanliness and reasonable care of all portions of the Premises.

Tenants hereby agree:

- a) Nothing should be attached to or hung from the walls weighting more than one pound without the prior written consent of the Landlord.
- b) To not make any changes, remodel, redecorate, or add or change any lock, without the prior written consent of the Landlord.
- c) To not engage in or allow occupants or guests to engage in criminal conduct, loud, obnoxious or violent behavior or to disturb, threaten and/or harass, or make needless complaints to landlord.
- d) No smoking is allowed on the premises in addition any damages in the home from incense , candles or cooking methods that leave a residue or a smell on the curtains, walls, or carpets etc. will be at the renters expense to be repaired , cleaned or replaced prior to the end of the term of this agreement.

UTILITIES AND SERVICES: Landlord shall be responsible for the following utilities and services in connection with the Premises:

- * Association Dues
- * Taxes
- * Waste removal
- * Landscaping
- * Snowplowing & Snow Shoveling

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- * Electricity
- * Cooking Gas
- * Heating
- * Telephone Service
- * Cable and/or Internet Services
- * Water & Sewer

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay (if any), other than those to be paid directly to the utility company furnishing the service.

TAXES: "Owner" shall pay all taxes attributable to the Premises or the use of the Premises.

TERMINATION UPON SALE OR CONDO CONVERSION OF PREMISES: Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 30 days' written notice to Tenant that the Premises have been sold.

CONDITION OF PREMISES: Within three days of move-in, Tenants shall inspect the dwelling and then sign and deliver to landlord a report as to its condition. By signing said report, tenants acknowledge acceptance of the dwelling and that it is at the time of inspection in good order, repair, and in a safe, clean and tenantable condition as expected by tenants. When tenants vacant, landlord will inspect the premise and landlord will give tenants a written statement of charges, if any, which tenants shall pay immediately. Tenants acknowledge receipt of Landlord's schedule of move-out charges.

HABITABILITY: Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

DEFAULTS: Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 7 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS: For any payment that is not paid on the due date, Tenant shall pay a late fee of \$50.00 plus an additional \$30.00 per day.

HOLDOVER: If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to double the normal payment rate set forth in the Renewal Terms paragraph.

CUMULATIVE RIGHTS: The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS: Tenant shall be charged \$100.00 for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS: Tenant shall not be allowed to conduct construction or remodeling (at Tenant's expense) unless with the prior written consent of the Landlord. At the end of the lease term, Tenant shall be titled to remove (or at the request of Landlord shall remove) any such fixtures, and shall restore the Premises to substantially the same condition that existed at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES: Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any

extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES: To the extent permitted by law, Tenant agrees to indemnify, and save Landlord harmless from and against any and all losses, claims, liabilities, and expenses in connection with loss of life, personal injury and/or damage to property including attorney fees arising from any act or omission of Tenants or others.

DANGEROUS MATERIALS: Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS: Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to alter the exterior of the building or alterations of a structural nature.

MECHANICS LIENS: Neither Tenant, nor anyone claiming through the Tenant, shall have the right to file mechanics liens or any other kind of lien on the Premises. The filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

SUBORDINATION OF LEASE: This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING: Tenant agrees not to assign this agreement or to sublet or transfer possession of the premises without the written consent of the landlord. Tenant further agrees not to use or permit use of the dwelling/ unit for any purpose other than as a private dwelling unit solely for the Resident and those persons listed above. Conducting any business is prohibited unless at home by computer, mail or telephone.

INSURANCE: Evidence of renter's insurance is required at the time of occupancy and Tenant agrees to maintain such Renter's insurance throughout its residency. The renter's insurance shall include Personal Liability coverage to a minimum of 100,000.00. Resident agrees to provide proof of such renter's insurance from time to time as requested by Landlord.

LIABILITY: Tenants agree that all property kept in the premises shall be at the risk of Tenants themselves. Tenants further agree to indemnify and hold Landlord harmless from any loss, lawsuit, or damages incurred as a result of any loss or damage sustained by action of any third party, fire, water, theft or the elements, or for loss of any articles from any causes. Residents shall be responsible obtaining fire, extended coverage and liability insurance for the premise. Tenant agrees that the landlord shall be entitled to enter Tenant's dwelling for purposes of inspecting the conditions therein, or making necessary or agreed repairs or improvements thereon during reasonable hours upon twenty-four hours of notice to Tenant.

NOTICE: Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Either party may

change such addresses from time to time by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD: Horizon Property Management Company
100 N. Atkinson Rd, Suite 106
Grayslake, IL 60030
847-223-4431

TENANT: Either party may change such addresses from time to time by providing notice as set forth above.

GOVERNING LAW: This Lease shall be construed in accordance with the laws of the County of “****”, and the State of Illinois.

ENTIRE AGREEMENT/AMENDMENT: This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing if the party obligated under the amendment signs the writing.

SEVERABILITY: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

WAIVER: The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

RENTER’S RESPONSIBILITIES:

1. **REPORTING OF PROBLEMS:** it is the tenant’s responsibility to report problems immediately upon detection of the problem so that the problem can be resolved promptly.
2. **NO WATER BEDS:** Waterbeds of any type are prohibited. Disregard of this regulation will automatically result in forfeiture of rental security deposit and eviction of tenant.
3. **NOISE:** Tenant must have consideration for the peace, quiet and enjoyment of other people. Loud music or noisy parties are not allowed.
4. **TEMPERATURE:** Tenant must maintain the temperature in the leased residence at least 65 degrees and all air registers must be kept open at all times to prevent freezing of plumbing pipes in winter.
5. **JANITORIAL SERVICE:** No janitorial service is provided.
6. **CARE AND USE OF PLUMBING FIXTURES AND BATHROOM EXHAUST FAN:** Tenant must use due care and diligence to avoid overflowing any plumbing fixture and a suitable bath mat must be placed in front of the bathtub and shower door/curtain must be closed when in use. If tenant fails to follow these terms and such failure results in damage to the residence or other areas of the building, tenant shall be responsible for the cost of repairs. To prevent mildew damage, the bathroom exhaust fan should not be disconnected at any time, and be utilized whenever the shower or bath is in use.
7. **GARBAGE:** All garbage must be placed in a plastic container before being placed at the street. Tenant is responsible for contracting for garbage removal.
8. **BURNING:** Burning on the premises is prohibited.

TENANT RESIDENTIAL LEASE INSPECTION CHECKLIST: Tenant has inspected the Premises and states that the Premises are in satisfactory condition, free of defects, except as noted below:

SATISFACTORY Checklist:

MASTER BEDROOM

Carpeting
Ceiling Fan
Closets
Bedroom Door
Windows
Wall-Mounting Mirror
Frame
Screens

BEDROOM 2

Carpeting
Ceiling Fan
Closets
Bedroom Door
Windows
Screens

BATHROOM

Sink(s)
Countertop
Mirror
Floor
Bathtub
Medicine Cabinet

LIVING ROOM

Chandelier
Fireplace
Sliding Door
Screens
Ceiling
Floor
Lighting

KITCHEN

Range
Dishwasher
Microwave
Refrigerator
Countertop
Cabinets
Lighting
Waste Disposer
Sink
Floor
Sliding Door
Screens
Light Fixture
Furnace

OFFICE

Window
Screen
Doors
Closet

Walls
Decks

DATE: _____

COMMENTS: _____

