

# Johnson Rentals Property Management

## Lease

Parking: \_\_\_\_\_

THIS LEASE, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between JOHNSON RENTALS, 508 S. First St., Suite A, Champaign, Illinois, Lessor, and \_\_\_\_\_

\_\_\_\_\_ Lessee(s).

### WITNESSETH:

That the lessor agrees to lease the \_\_\_\_\_ bedroom unit furnished for \_\_\_\_\_, No. \_\_\_\_\_, said unit being located at \_\_\_\_\_, in the city of \_\_\_\_\_, County of Champaign, State of Illinois,

for the term of \_\_\_\_\_ beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at 4:00 PM and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at 10:00 AM, under the terms subject to the conditions set forth in this lease.

### THE LESSOR AND LESSEE AGREE:

1. The term "Lessee," although importing the singular number, shall be interpreted as including the plural and the masculine shall be interpreted as including the feminine. In the event this is executed by more the one lessee, their obligations shall be joint and several and may be enforced against either or all of them.

2. Lessee agrees to pay to the lessor the sum of \$ \_\_\_\_\_ payable in monthly installments of \$ \_\_\_\_\_ in advance, on or before the first day of each month for the duration of the lease. The first payment of \$ \_\_\_\_\_ shall be due on \_\_\_\_\_, 20\_\_\_\_

and the final payment of \$ \_\_\_\_\_ shall be due on \_\_\_\_\_, 20\_\_\_\_. Rent shall be delivered in person or mailed to Johnson Rentals, P.O. Box 192, Savoy, IL 61874. Lessee agrees to pay all rent promptly when due. If not paid or postmarked by the 5th of the month it is considered delinquent, and a 5% charge will be applied on all unpaid rent owed. Lessee agrees to pay a \$20.00 service charge on any check returned from the bank for any reason. All checks must be cleared immediately with cash or cashiers check only and include the returned check fee.

3. Lessee agrees to pay Lessor a security deposit, at the signing of this said lease, of \$ \_\_\_\_\_. If at any time during this lease the lessee breaks the lease, or becomes in default in the performance of any of the provisions of the lease, the deposit shall be forfeited. Lessee agrees that the deposit will be applied against any damages to the premises or to any common areas, including but not limited to hallways, entryways, parking areas, and recreational facilities, and for any damages to or loss of the appliances, furnishings, and fixtures of lessor caused by the Lessee or his guest(s), excepting damage due to normal wear and tear, destruction by fire not caused by lessee's negligence or acts of God; further, upon written notice to Lessee, Lessor may terminate lease due to Lessee's damages to said lease premises or any common areas. Lessee further agrees that the deposit will also be applied against actual costs for cleaning, repairs, and maintenance incurred by Lessor due to Lessee's possession and occupancy of said leased premises; said cost of cleaning, repairs, or maintenance include but are not limited to repainting of walls, vacuuming carpeting, shampooing carpeting, cleaning of bathrooms and bedrooms, cleaning of stove, closets and cabinets, defrosting and cleaning of refrigerator, and also extermination expenses caused by uncleanliness or pets. Lessee further agrees that any unpaid power bills (gas and /or electric) or unpaid water charges, or unpaid late charges will be deducted from Lessee's security deposit. A \$50.00 lock change charge will be assessed if all original keys are not returned to Lessor. If any key is lost or stolen, a \$10.00 replacement fee will be charged. The security deposit shall not stand for payment of rent due except at Lessor's option. If lessee or guest(s) damage the premises or common areas prior to end of this lease, Lessee agrees to immediately reimburse Lessor for the repairs. Failure or refusal to do so by Lessee may constitute a breach of this lease. Lessee's liability is not limited to the amount of the security deposit. Any balance of Lessee's security deposit remaining due to Lessee shall be returned by Lessor within thirty (30) days after the end of this lease. The first named Lessee is hereby designated as agent for all Lessees to receive any security deposit or other refund due the Lessee's.

4. Apartment will be given to Lessee(s) on \_\_\_\_\_, 20\_\_\_\_, in a clean and orderly condition unless Lessee has sublet this apartment for a period immediately prior to this lease in which the Lessee must make arrangements with the previous Lessee as to the cleaning arrangements. A full month's rent is due on the 1st of each month, including the first month. If possession is not taken on the 1st, the remaining balance of the rent paid at this time shall be applied towards the partial last month's rent.

5. Lessee agrees to make a very careful inspection of this apartment/house within 72 hours after taking possession thereof, and agrees to submit in writing to the lessor a complete list of any and all deficiencies relative to the apartment/house itself and its furniture and furnishings and further agrees to keep said premises and appurtenances thereto in a clean, neat, orderly, wholesome and healthy condition at all times and without damage and abuse thereto, and to yield back said premises to lessor upon termination of this lease in the same condition of cleanliness and repair. If the condition of the apartment/house and its furnishings are significantly altered adversely by prior tenants or landlord between the time of signing the lease and taking possession the lessor guarantees to rectify the situation within a reasonable time.

6. Lessee agrees to make no alterations, additions or amendments, including but not limited to painting and redecorating, to the premises without prior written consent of Lessor. Lessee agrees to take care of the premises and keep it in good repair free from filth, danger of fire, freezing of water pipes (i.e.: by never turning heat off, but only lower, during cold weather vacation breaks or weekends), or any other nuisances and to return the same at the end of the lease in good order and repair with normal wear and tear, destruction by fire not caused by Lessee's negligence, or acts of God excepted. No arials or other items may be attached to the building in which the premises are located. Items in or on windows or doors of the premises are not allowed except those objects placed there by Lessor. Damage beyond normal wear and tear to walls or woodwork shall be deducted from Lessee's security deposit; this shall include any damage caused by hanging of pictures or other uses of the walls and woodwork. Lessee agrees to be careful that no hair, thread, string, rags, sanitary napkins, or rubbish of any description shall be allowed to enter the drainage or water pipes of the premises, and will be responsible for damages. Odor from cooking, etc., shall be reasonably controlled so as to create no infringements on the rights of other tenants, Lessor, or his agents.

7. The Lessor hereby expressly warrants that the premises above described are adequately fit for human habitation and the Lessor further agrees to maintain the premises and its appliances in such a matter as to comply with all municipal, housing, building, electrical and sanitary codes. Lessee agrees to call the Lessor (@217-351-1767 between the hours of 9:00am and 4:30pm, or at other hours if it is an emergency) for the purpose of reporting repair or maintenance problems. The Lessor agrees to:

(1) Supply auxiliary heating facilities if Lessee has notified our office before 2:30pm and Lessor's serviceman can not repair the furnace.

(2) Take care of most maintenance requests almost immediately, because of the large number of miscellaneous items called to Johnson Rentals' attention by most tenants at the time they first take possession, may be several weeks before some of the minor items can be attended to when the Lessee first takes possession. However, all major items will be rectified at the earliest possible time and all other items within a reasonable time taking into equitable consideration the objectives of both the Lessee and the Lessor.

8. Lessee agrees to allow Lessor access to leased premises to examine or show or serve Landlord's notices, pest control treatment, or make repairs or improvements to the premises which Lessor elects to make. Lessor agrees to respect Lessee's right to privacy and the keep such necessary visits to a minimum. Lessee shall not alter any lock or other attachment on any door of the leased premises, or make any alteration which denies Lessor's access to lease premises. Lessor shall attempt to contact Lessee by phone the day prior to showing unit to future tenants. Lessee hereby gives permission to Lessor to contact them through email or any other electronic media for the purpose of serving notice.

Parking: \_\_\_\_\_

9. Lessee agrees not to assign this lease, nor sublet premises, or any part thereof without the prior written consent of the Lessor. Lessee agrees to sublease only by using the sublease agreement on the last page hereof. In the event that Lessor agrees to a sublease agreement, the Lessee shall not be released from liability under this lease. Lessee further agrees to assign this lease only by written agreement with Lessor and agrees to pay a \$25.00 sublet fee. This sublet form is to be attached to the original lease, after execution. This contract is not renewable unless satisfactory arrangements are made by all parties concerned. If not notified, this apartment will be shown and re-rented without notification to the Lessee, although notices will be distributed to Lessee notifying them of renewal dates so that the Lessee will have the first option to renew. No more than \_\_\_\_\_ occupants shall be allowed on the premises. Occupancy shall be limited to the Lessee's whose names are described on this lease and who have in fact executed this Lease.

10. In case said leased premises shall be rendered untenable by fire or other casualty, the terms hereof shall cease. Lessor's insurance does not cover Lessee's personal property in case of fire, theft, or other casualty. Lessee should obtain **renter's insurance** for this purpose, at an agent of their choice.

11. If said lease premises should be vacated during the said term for any reason, the Lessor may take immediate possession thereof for the remainder of the term, and in Lessor's discretion re-lease the same and apply the proceeds to the balance due on this lease. That the Lessee is to remain liable for any unpaid balance of the rent, for any damage to the property of the Lessor and for reasonable compensation for the landlord's efforts in re-leasing the premises.

12. **Pets are prohibited** and Lessee hereby agrees not to allow or keep any pets in or about the leased premises or the building without the advanced written permission of Lessor. Lessee understands that the prohibition of pets also applies to pets of Lessee's guests or visitors. If Lessor finds a pet on the premises, Lessee hereby agrees to pay a fine of \$100.00 as liquidated damages, and an additional \$15.00 for each additional day the pet remains on the premises. If a pet is kept on the premises for a cumulative total of five (5) days during the lease term, the parties agree that this shall be a material violation of the lease subjecting Lessee to immediate eviction.

13. That Lessee shall pay cost of all utilities (unless noted differently by Lessor) used by them in conjunction with the use of these premises during the term of this lease. Lessee also agrees to pay \$2.75 per person per month for sanitary sewer tax charges. Lessee agrees to place their garbage and refuse inside the containers provided by the Lessor, that a minimum \$25.00 charge will be payable to the Lessor at each occurrence where the trash of the Lessee is collected by Lessor. Waterbeds, without proper waterbed insurance, and bicycles are absolutely forbidden inside the apartment. Lessor shall provide pest control at no charge as long as pest problem is not generated by the condition of the apartment or house. If condition of the premises is generating a pest problem then the Lessee shall be responsible in full for all associated pest control charges.

14. Both the Lessor and the Lessee hereby expressly agree that the premises described above in this lease are for the full residential use and enjoyment of those who have signed this lease or sub-lease agreement. Specifically, Lessor and Lessee hereby agree that Lessee may entertain guests on the said premises at any and all times, occasionally overnight, but lessee specifically guarantees that such guests will not visit enough to reasonably consider them to be regular occupants of the apartment. Lessees and their guests agree to refrain from acts or practices which unreasonable disturb their neighbors.

15. Lessee agrees to be responsible for and to pay promptly for any damage to the leased premises and for any damage to or loss of the appliances, furniture and fixtures therein caused by the lessee or their guests, excepting damage due to ordinary and reasonable wear and tear. The final extent of the damages will be determined by comparing the condition of the apartment and its furnishings at the time of vacating the apartment with the lessee's written statement of the apartment's condition at the time of taking possession, although some damages may be determined at an earlier date, in which case lessee agrees to pay for them promptly at that time.

16. The failure of lessee to perform the terms, conditions, covenants and regulations of this lease shall constitute a breach of this lease and lessor may evict lessees from the premises and may pursue any other remedy at law or in equity. Lessor shall be entitled to recover from lessee reasonable attorney's fees and all other costs incurred by lessor for enforcement of this lease.

17. All parties of this lease agree that the covenants and agreements herein contained shall be binding upon, and apply and insure to, their respective heirs executors, administrators, and assignees. This lease and any and all written endorsements there-upon constitute the entire extent of the agreement between Lessor and Lessees pertain the leasing of these premises. No oral promises are binding on either Lessor or Lessees. All Lessees signed on this lease are **jointly and severally** responsible for rent and damages.

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Lessee \_\_\_\_\_ Address \_\_\_\_\_

Lessor \_\_\_\_\_ Date \_\_\_\_\_

**SUB-LEASE AGREEMENT**

The lessee hereby guarantees to provide a signed copy of this sub-lease agreement to the original lessor. This sub-lease agreement is not valid unless approved by the original lessor, which approval will be granted only if the original lessee and sub-lessee has paid in full the balance of the rent in accordance with the terms of this contract. When and if lessee sublets said apartment to one or more persons, lessee agrees to pay a \$25.00 fee for handling of paperwork, key exchange and an assessment of said apartment.

We, the sub-lessees, hereby agree to all of the above terms and hereby agree to accept all of the lessees responsibilities as detailed in the original lease, but also agree to be responsible for all the terms of this sub-lease agreement that hereby become part of this instrument. We specifically agree to pay all of our rent as outlined below to JOHNSON RENTALS and not to the lessees from whom we are subletting the apartment.

We the sub-lessees hereby agree to rent apartment \_\_\_\_\_ located @ \_\_\_\_\_ for the period \_\_\_\_\_ to \_\_\_\_\_ for the sum of \_\_\_\_\_, payable in full upon signing of this lease.

The sub-lessees agree to deposit with the lessees the sum of \_\_\_\_\_, upon signing of this lease, for a security deposit.

Sub-Lessee \_\_\_\_\_ Address \_\_\_\_\_

Sub-Lessee \_\_\_\_\_ Address \_\_\_\_\_

Sub-Lessee \_\_\_\_\_ Address \_\_\_\_\_

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Sub-Lessee \_\_\_\_\_ Address \_\_\_\_\_

Sub-Lessee \_\_\_\_\_ Address \_\_\_\_\_

Lessee or Lessees \_\_\_\_\_

\_\_\_\_\_

Approved: YES NO

By original lessor \_\_\_\_\_ Date \_\_\_\_\_

IMPORTANT: If the sub-lessees decide to sub-lease, and additional re-sub-lease agreement must be filled out and signed. Such an agreement may be secured from our office by contacting Johnson Rentals @ 217-351-1767.