



Clark Properties Residential Lease Agreement

Property Name:

Address:

Address:

Date: _____, 200_.

[Note: This document will be customized for each lease agreement]

All utilities, including gas/electric, water, telephone, cable, etc., if already turned on and functioning, must be converted to your name immediately.
NO LATER THAN _____, 200_

Galyn B. Clark, (hereinafter "Landlord"), and **TENANT (S) NAME HERE**, (the "Tenant or Tenants"), and promise as follows:

1. **Rent and Term.** Landlord hereby leases (ADDRESS: _____) on **DATE:** _____, for a total of **\$XXXX.00** for the full term of this one-year Lease, payable in Monthly installments of **\$XXX.00** on the **1st** day of each and every month from PUT THE MONTH LEASE BEGINS HERE, 200_ through PUT THE MONTH LEASE ENDS HERE, 2007. The **\$XXX.00** Payments are due at **Clark Properties, P.O. Box 2551, East Peoria, Illinois 61611**, or at such other place as the Landlord shall designate in writing. (Make check or money order payable to (**Galyn B. Clark**)).

At the time of execution of this Lease the Tenants shall tender to Landlord (**\$X,XXX.00**) to be held by Landlord as the first month's rent for _____ (Month) ____ (Year) (**\$XXX.00**) Last month's rent (**\$XXX.00**), security deposit (**\$XXX.00**). If future rent payments is not paid within Five Days from the due date specified above, or if the bank returns any rent check unpaid, a service charge of (**\$30.00**) will be charged as additional rent, which may be collected immediately by the Landlord. For each day the rent payment is late past the fifth day, the Landlord will collect an additional **\$10.00/day charge**. Tenants agree to promptly pay the monthly rental installments, without deductions, and to abide by all other terms, covenants, and conditions of this Lease. Tenants agree at the expiration of this Lease to peacefully surrender and deliver the leased premises to Landlord. **SHOULD THE LEASED PREMISES BE CONTRACTED FOR SALE BY THE LANDLORD, THEN LANDLORD MAY GIVE TENANTS THIRTY (30) DAYS WRITTEN NOTICE OF TERMINATION OF THE LEASE AND TENANTS SHALL VACATE THE LEASED PREMISES WITHIN THIRTY (30) DAYS OF RECEIPT OF SUCH WRITTEN NOTICE.**

2. **Surrender/Holdover.** If Tenants continue to hold possession with the consent of the Landlord after expiration of the term of this Lease, then such holding over shall not be deemed a renewal of the Lease for the entire term, but Tenants shall be deemed to be Tenants from month-to-month only, at the same monthly rent as herein provided and upon the same terms and conditions as herein specified; EXCEPT that Landlord may at its option increase the rent for such holdover period upon TEN days written notice to Tenants.

3. **Condition of Premises.** Tenants shall provide Landlord written notice of any defects in the leased premises within five (5) days of taking occupancy. In the event Tenants fail to so notify the Landlord, Tenants shall be deemed to have accepted the leased premises in their present condition, waiving all claims for defects or otherwise. Tenants also have examined all appliances and furnishings in the leased premises. Tenants agree at the termination of the Lease to return the leased premises, furnishings and appliances to Landlord in the same condition normal wear and tear accepted **TENANTS UNDERSTAND AND AGREE THAT THEY LEASE THE PREMISES "AS IS" AND THAT LANDLORD MAKES NO REPRESENTATION OR WARRANTIES AS TO THE CONDITION OF THE LEASED PREMISES, APPLIANCES OR FURNISHINGS.**

4. **Care of Premises.** Tenants agree to keep the leased premises, the improvements thereon, all fixtures and appliances in good repair at the expense of Tenants. Tenants hereby promise and agree that Tenants will not cause or permit any neglect or deliberate misuse of the premises, appliances or furnishings therein provided by the Landlord. In the event of any misuse of appliances or furnishings therein provided by the Landlord, Tenants agree to bear the expense for the repair and any and all damage resulting therefrom. The expense so incurred shall be considered to be additional rent for the leased premises and shall be immediately due from the Tenants at the option of and upon receipt of written notification from the



Landlord. Before Tenants vacate the leased premises, a final cleaning of the leased premises will be performed, including (without limitation) cleaning of carpets, if needed, and cleaning of appliances, furniture and fixtures. If Tenants fail to thoroughly clean the premises, the Landlord, or their agents will perform the final cleaning, if not satisfactorily performed by Tenants. In Landlord's sole determination, this shall be deducted from Tenant's Security Deposit at the rate of \$25.00 per hour for labor, plus costs of supplies.

5. Occupancy and Assignment. NO more than (____) persons may occupy the premises and Tenants agree to use the premises for residential purposes only. Tenants understand and agree that these limitations on occupancy and use of the leased premises are a material inducement for the granting of this Lease by Landlord to the Tenants. Tenants promise and agree not to transfer or assign this Lease, nor sublet the leased premises or any portion thereof.

6. Security Deposit. Upon signing this Lease, Tenants shall deposit with Landlord, if not already so deposited, the sum of (\$_____) which Landlord shall retain as security for the full and faithful performance by Tenants of all promises, conditions and agreements in this Lease. Landlord shall not be required to apply said Security Deposit to any charges or damages for Tenants failure to perform the promises and agreements of this Lease, but may do so at their option. Landlord's right to possession of the premises for non-payment of rent or for any other reason, shall not be affected by reason of the fact that the Landlord holds the Security Deposit. The Security Deposit if not applied toward the payment of damages, repairs, utilities or costs, including attorneys fees, and as specified in Section 4 above, suffered by the Landlord by reason of Tenants breach of this Lease, shall be returned to Tenants within thirty (30) days from the termination of this Lease. Landlord shall not be required to keep the Security Deposit as a separate fund, but may commingle the Security Deposit with its own funds. Holding or applying the Security Deposit shall not limit Landlord's right to exercise all remedies under this Lease and/or provided by law, nor shall Landlord's recovery of damages be limited to the amount of the Security Deposit, less appropriate charges apply.

7. Pets. ANIMALS MAY NOT BE KEPT BY TENANTS ON OR NEAR THE LEASED PREMISES (initial above). [If may "A pet deposit of (\$XXX.XX) per pet will be held by the landlord. Any damage to premises caused by the pet(s) will be the responsibility of the tenant(s). See attachment.]

8. Abandonment. In the event Tenants vacate or abandon the leased premises prior to the termination of this Lease, Tenants expressly authorize Landlord, at their option, to re-enter and re-rent the leased premises for the benefit of the Tenants, without effecting a termination of the Lease, and apply any rent received as a result of that renting to the amounts due to the Landlord from the Tenants under the Lease. **HOWEVER IT IS EXPRESSLY UNDERSTOOD AND AGREED BY TENANTS THAT THEIR OBLIGATION TO PAY THE RENT SHALL CONTINUE FOR THE FULL TERM OF THE LEASE.**

9. Utilities. In addition to the rental, Tenants agree to pay for the following utilities and services provided to the leased premises during the lease term or any extension, including, but without limitation, electricity, natural gas if any, propane if any, cable TV if any, and telephone service. Landlord shall not be liable for damages for failure to furnish any utilities or services when the cause of such failure is beyond the control of the Landlord.

10. Rules and Regulations. Tenants agree to comply with the reasonable rules that the Landlord deems desirable or necessary for the protection of the leased premises. Any breach of the rules shall be considered a breach of this Lease and shall permit the Landlord to terminate this Lease pursuant to Paragraph 5. Tenants further agree to abide by all applicable laws and police, fire, and sanitary regulations of any government entity, and failure to do so shall constitute a breach of this Lease. In the event that the premise is a portion of a building containing more than one unit, Tenant agrees to abide by all house rules, whether adopted before or after the date of this agreement, including rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas.



11. Entry by Landlord. Tenants expressly agree to permit Landlord or its agents to enter the leased premises, including storage areas, without prior notice, but at any reasonable time for the purpose of inspection, repair, or maintenance of the leased premises. Tenants expressly agree to permit the Landlord or its agents to enter the leased premises upon four (4) hours advance notice for purposes of showing the leased premises to any prospective resident or buyer. Tenants also agree to keep the premises in a reasonably clean condition if Landlord is showing the premises.

12. Limitation of Liability. Landlord shall not be liable to Tenants for any loss or damage that may be the result of acts or omissions of other Tenants, their guests, or their pets, when such acts or omissions are beyond the direct control of the Landlord. Tenants agree that Landlord will not be liable to the Tenants for any loss or damages to Tenants or their property which is caused by a failure or malfunction of the sewer or water system, gas system, or electrical system when such failure or malfunction is the result of acts or circumstances beyond the direct control of the Landlord. In the event that Tenants, any member of their household or their guests have reason to believe that they have or may assert any claim against Landlord for any personal injury, property damage, or any related claim, Tenants shall notify the Landlord in writing within thirty (30) days of the happening of the event which informs the Landlord of any such claim. The failure to give such notice shall relieve Landlord and its agents and employees from any and all liabilities for such claim.

13. Default by Tenants. In the event the Tenants fail to pay the rent or any portion thereof when due, and three (3) days notice in writing has been given to Tenants requiring the alternative payment of the rent or possession of the leased premises, the Landlord may, without further notice to terminate the Lease. In the event of said termination by the Landlord for non-payment of rent, the Tenants liability to the Landlord for loss of rent as a result of the vacating of the premises (even if compelled by the Landlord) shall continue until the premises are re-rented to a new tenant. In the event that Tenants shall default in the performance of any of the promises or agreements contained in this Lease, other than the promise to pay rent, or if Tenants shall fail to comply with the Rules and Regulations incorporated herein or hereafter established, the Landlord may give Tenants three (3) days written notice of Landlord's intention to terminate this Lease and at the expiration of the three days the term of this Lease shall end, and Tenants shall surrender the premises to Landlord.

14. Tenants Property. Upon termination of the Lease or upon vacation or abandonment of the leased premises by the Tenants, any personal property left by the Tenants on the leased premises or surrounding area will be considered abandoned property. Tenants agree that the Landlord may immediately remove abandoned property and place it in storage at Tenants expense and may dispose of such property in any way the Landlord deems proper after the expiration of thirty (30) days from the date of termination, vacation, or abandonment of the premises. Under no circumstances shall the Landlord incur any liability for the loss or damage to such abandoned property.

15. Attorneys Fees. In the event the Tenants violate the terms of this Lease, or default in the performance of any covenants in the Lease, and Landlord engages an attorney or institute a legal action, counterclaim, or summary proceeding against Tenants based upon such violation or default, Tenants shall be liable to Landlord for the costs and expenses incurred in enforcing this Lease, including reasonable attorneys fees and costs. In the event the Tenants bring any action against the Landlord pursuant to this Lease, and the Landlord prevails, Tenants shall be liable to Landlord for costs and expenses of defending such action, including reasonable attorneys fees and costs.

16. Untenantability. In the event said premises are rendered totally untenantable by fire or other casualty, or in the event the building of which the demised premises are a part (whether or not the demised premises are affected) be so injured or destroyed and shall not be rebuilt, this Lease shall cease and the rent provided herein shall be paid up to the date of such injury or damage. If the leased premises shall be partially destroyed or injured by fire or other casualty, not arising from fault or negligence of Tenants, Landlord shall repair the same with reasonable diligence after notice of such destruction or injury. The rent herein reserved, or a just and proportionate part thereof, according to the nature and extent of the damage which has been sustained, shall be abated until said premises have been duly repaired and restored.



17. Miscellaneous II. Tenant(s) agree that in the event that a plumbing service, such as Roto-Rooter or any plumber, should need to be called to the premises because of a plumbing problem caused by human error, and it is found during or within a reasonable time period after you or your agents or guests stay or move from the premises you will be billed for any and all services and/or repairs, including all necessary labor and materials, and hence any legal fees and/court costs that may accrue while trying to resolve the issue(s).

18. Miscellaneous III. Tenant(s) agree that it is not the responsibility of Clark Properties to light water heaters or furnaces. It is also not a responsibility of Clark Properties to check or replace furnace filters, which should be done approximately every thirty- (30) days the individual filter will have directions on the label when you purchase it from the store. It is not Clark Properties responsibilities to check or change the batteries in your smoke detectors, which should be done every six – (6) months. It is easy to remember to do this twice a year if you do it at daylight savings time, because that is every six – (6) months. Most smoke detectors take a 9v battery which you can buy very inexpensively at any store, please do not endanger yourself or the people who live with you by not upholding this part of your lease.

19. Miscellaneous I. If any provision of this Lease shall be declared invalid or unenforceable, the remainder of this Lease shall continue in full force and effect. Landlord has the right to waive any one or more breeches of this Lease and any such one or more waivers shall not be construed as a waiver of any future breeches of this Agreement. The Landlord shall have such rights, obligations, and remedies as contained in this Lease, and said rights obligations, and remedies shall be cumulative and shall not be exclusive of any other rights, obligations and remedies provided by law. Any grammatical changes shall be implied whenever necessary to change the gender and number of the parties to this Lease so that the wording in the Lease shall reflect the accurate fact. This Lease may not be altered or extended except by written agreement signed by both parties. If more than one person signs this Lease on behalf of Tenants, then the liability of the persons so signing will be joint and several.

WHEREFORE, the parties hereto have executed this **Residential Lease Agreement** this ____ day of _____, 200.

TENANT (S):

By: (TENANT)

By: (TENANT)

LANDLORDS:

By: Donna Pickel – Property Manager

By: Galyn B. Clark – Owner