

**C-View Properties of Illinois, Inc
Apartment Rental Lease Agreement For:**

_____ st, Apt _____
Charleston, IL 61920

Date of preparation _____ Lease begins 12:00 pm _____ Lease ends 5:00 pm _____ Owner/Agent for owner Name Jerry Lindley	Total Monthly Payment to Owner Rent: \$ _____ Parking: incl Space(s) No. ____ Other: _____ Specify: _____ Total: \$ _____	Security Deposit \$ _____ 1 st Month's rent \$ _____ Due _____ Last months' rent \$ _____ Due _____
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Name: _____ DL #: _____ Car License plate: _____	Name: _____ DL #: _____ Car License plate: _____
Name: <u>Charlie McDowell</u> DL #: _____ Car License plate: _____	Name: _____ DL #: _____ Car License plate: _____

ATTACHMENTS: Number of leaseholders _____ Other occupants* 0
 Cost per other occupants \$ _____ per month

* For each occupant other than resident, indicate that person's name and relationship to resident

THIS LEASE SUMMARY IS A PART OF THIS LEASE

- LEASE.** Owner hereby leases to Resident the Parking Space and the Apartment in the Building identified in the Lease Summary for a Term as set forth in the Lease Summary above, under the provisions and conditions set forth herein.
- RENT.** Resident shall pay the owner at his address, or such other place as may be designated by the Owner in advance, by the first day of each month the Total Monthly Payment to the Owner set forth in the Lease, or the adjusted payment provided by this Lease or the attachments hereto.

First and last Month's rent shall be paid prior to occupancy by the tenant.
 LATE FEE: \$5/day for payments past due date or for checks that do not clear bank. An additional \$25 fee will be charged for checks that do not clear.

3. **UTILITY SERVICE.** Owner will not be responsible for failure to furnish such services and utilities by reason of any cause beyond Owner's control.
 - A) Owner agrees to provide the following utilities and services at no additional cost to Resident.

See utility addendum
 - B) Resident shall furnish the following utilities and services at her/his own expense:
 - Electricity
 - Cable
 - Telephone
 - Water
 - Trash Pick-Up Use furnished containers. Residents shall not set trash outside container.
 - C) Resident must have electricity turned on in his/her name(s) prior to occupancy.

4. **SECURITY DEPOSIT.** Resident has deposited with Owner a Security Deposit in the amount shown in the Lease Summary to secure performance of every agreement and covenant of Resident in this Lease. The deposit may be applied by Owner toward reimbursement for any cost incurred due to Resident's violation of this Lease. In the event the deposit is applied for such reimbursement, Resident shall provide Owner with such additional amount as is required to replace the amount applied within 10 days after notice by Owner. However, Resident's liability for breaches of this Lease is not limited to the amount of Security Deposit.

Owner shall inspect the Apartment upon termination of the Lease and shall mail or transmit to Resident a written, itemized statement of needed repairs and repairs already made by Owner, except for those arising from ordinary wear and tear for which Resident is not responsible, and the costs. Within 30 days after conclusion of the lease, Owner shall return to Resident her/his Security Deposit, less any deductions for damage and repairs. A rate of \$40 per hour will be charged for any repairs not arising from ordinary wear and tear and for any cleaning executed by the owner. For repairs and services executed by those other than the owner, a 20 % surcharge will be added to the invoice cost of the repair or service. **Upon moving out the tenants will be charged \$40 for a lock change and also be charged for professional carpet cleaning.**

Resident is obligated to pay rent for the term of the Lease and the Security Deposit is not to be used as a final month's rent. Resident's failure to pay rent, even if a Security Deposit will satisfy all amounts due, constitutes a default by Resident that will terminate Resident's right to any Security Deposit. Security Deposit shall be paid prior to occupancy.

5. **PEST CONTROL.** Owner will provide 1 pest control treatment per year using a licensed pest control company. Any other additional pest control treatments required for an apartment or building will be the financial responsibility of the tenant(s). These additional treatments include but are not limited to bedbugs, fleas and any other pest that require treatments to remove beyond the yearly treatment.
6. **FIXTURES.** All cabinets, window fixtures, plumbing fixtures, electrical fixtures, refrigerators, ovens, stoves and all other fixtures and appliances in the Apartment on the date the Lease is executed by Owner are part of the Apartment and leased at no extra charge to Resident along with the Apartment. Owner agrees to provide the additional fixtures and services specified in the Lease Summary at the monthly cost to Resident shown in the lease summary.
7. **STORAGE.** Resident agrees not to put in storage flammable materials or liquids or to store any other items, the presence of which would create a danger to other residents or to the Building or Development or be in violation of the applicable municipal code.
8. **LEASE APPLICATION.** The application for this Lease and all representations contained therein are made part of this Lease and Resident warrants that the information given by Resident in the application is true. In the event that any of the material representations contained in the application be found by Owner to be false or misleading, 10 days after Resident's receipt of a written notice, Owner shall have the right to terminate this Lease and repossess the Apartment as provided by law.

9. **USE OF APARTMENT – SUBLETTING.** Resident shall personally use and occupy the Apartment solely as a private dwelling for herself/himself and those individuals whose names are set forth in the Lease Summary; and except with the prior written approval of Owner, Resident shall not sublet or rent the Apartment or any part thereof, or suffer or permit the Apartment or any part thereof to be used by any additional occupant, and shall not transfer or assign this Lease. If the Owner agrees to allow the Resident to sublease, the sublessor must pay an additional security deposit to the Owner equal to that paid by the original resident. Failure to comply with these limitations shall constitute a breach of this lease and shall constitute grounds for Owner at his option to terminate the Lease and repossess the Apartment as provided by law.
10. **ALTERATIONS, ADDITIONS, FIXTURES.** Resident shall not make alterations, additions or improvements, or install in the Apartment or any part of the Building or Development major appliances or devices of any kind or interior decorations including but not limited to wallpaper, contact paper or any materials, without, in each case, the prior written consent of Owner. No tape or adhesive hangers. No nails to be used in any area of the apartment.
11. **CONDITION OF APARTMENT.** Resident acknowledges that except for work Owner has agreed in writing to perform, the Apartment meets with Resident's approval and that Resident is satisfied with the present physical condition of the Apartment. Resident agrees to take good care of the Apartment, including fixtures, and keep it in a clean and sanitary condition and comply with all laws and health and safety requirements. Resident agrees not to waste utilities and services furnished by Owner; not to use utilities, services or equipment for any improper or unauthorized purpose; and not to place signs for fences in or about the Building or Development without the prior written consent of Owner. If such consent is obtained, Resident agrees, upon termination of the Lease at the option of Owner, to remove such signs or fences without damage.
12. **DAMAGE TO APARTMENT, BUILDING, DEVELOPMENT.** Resident shall not permit or commit waste in or about the apartment, the Building, the Development or any of the facilities thereof. Resident agrees that if any damage, except from ordinary wear and tear, to the Apartment, the Building, the Development or facilities shall be caused by acts or neglect of Resident, her/his family, guests, employees, agents or visitors, Owner may, at its option, repair such damage and charge the cost thereof to Resident, and Resident shall thereupon immediately reimburse Owner for the cost of such repairs to the extent supported by receipts or statements.
13. **ADDITIONAL RESIDENT OBLIGATIONS.** Resident shall:
 - a) Maintain the Apartment in the same condition as when initially occupied with the exception of ordinary wear and tear as judged by the Owner and maintain the Apartment in a decent, safe and sanitary condition as judged by the Owner.
 - b) Refrain from acts or practices which disturb neighbors.
 - c) Notify Owner of any condition in the Apartment, Building, Development or facilities which Resident believes to be dangerous to the health or safety of residents
 - d) Not use or store in the Building any inflammable or explosive substances
 - e) Place garbage and refuse in proper containers – DO NOT set outside by door.
 - f) Properly use and operate all appliances, electrical, gas and plumbing fixtures.
 - g) Not place in the apartment building any things which will harbor insects, rodents, or other pests.
 - h) Not bring into the apartment and building materials which cause a fire hazard or safety hazard and shall comply with requirements of the Owners fire insurance carrier.
 - i) Use all facilities of the Development for their intended purposes including, but not limited to, parking facilities only for parking of vehicles and not for their repair or maintenance.
 - j) Notify the Owner by **Oct 15, 2012** with the intent of leasing the apartment for the following year. If notification is not given the Owner shall have the right to show the apartment to prospective tenants.
 - k) Have No Parties. Not more than 8 people may be in the residence at one time without permission of the Owner. For instances of more than 8 people in the apartment including those within 15 feet of the apartment door will incur a \$350 fine

- l) Not have any Kegs or excessive amounts of alcohol on the premises. Such instances will incur a \$350 fine
 - m) Not place tampon/sanitary napkins, condoms, tissue, handy wipes or anything that may obstruct the sewer. If any of these items cause a sewer problem it will be the responsibility of the tenant to pay for any related costs.
 - n) Not allow anyone not on the lease to stay more than 3 consecutive nights or 10 nights in total for any 30 day period. If this rule is broken, tenant shall be liable for a \$300 fine for each occurrence.
 - o) If police are called to an apartment as a result of a disturbance, landlord can at his/her discretion impart a \$350 fine.
 - p) All fines are due within 3 days of notice from the Landlord
 - q) All unpaid balances will accrue at an interest rate of 2% per month compounded monthly. This rate shall be enforceable until all debts are paid in full including any time beyond the period of this lease.
14. RESIDENTS POSSESSIONS. Owner is not an insurer of Resident's person or possessions. Resident agrees that all of Resident's person and property in the Apartment or elsewhere in the Development shall be at the risk of Resident, and that Resident may carry such insurance as Resident deems necessary therefor. Resident further agrees that except for instances of negligent or intentional act or omissions of Owner, its agents or employees, Owner, its agent and employees shall not be liable for any damage to the person or property of Resident or any other person occupying or visiting the Apartment or Residence.
15. RULES AND REGULATIONS. The rules and regulations given by Owner to Resident on or before the date of preparation of the Lease as stated in the Lease Summary shall be part of the lease. Resident covenants and agrees to keep and observe the rules and regulations and such future rules and regulations as may reasonably be required by Owner for the necessary, proper and orderly care of the Building and Development. Owner shall publish and send to each resident a copy of such future rules and regulations.
16. ACCESS BY OWNER. Owner shall retain duplicate keys to the Apartment and Owner or its agents Shall have access to the Apartment at any time for inspection or to make necessary repairs or alterations either in the Apartment or in the Building. In the event that Resident does not renew Lease, Owner shall have the right, to show the Apartment to prospective residents during the hours of 9:00 a.m. to 7:00 p.m.
17. SUBORDINATION. THIS Lease is subject to all present or future mortgages or deeds of trust affecting the Apartment and Resident hereby appoint Owner as Attorney-in-Fact to execute and deliver any and all necessary documents to subordinate the Lease to any present or future mortgage or deed of trust affecting the Apartment.
18. CONDEMNATION. In the event the Apartment or the Building or any part hereof is taken by the United States, the State of Illinois or any other governmental agency or authority, this Lease shall be terminated at the option of the Owner 30 days after written notice to Resident and Resident hereby specifically waives any right to any portion of the award received as damages except such portion, if any, as relates to relocation of residents.
19. FIRE AND CASUALTY. If the Apartment becomes untenable by reason of fire, explosion or other Casualty. Resident may at his/her option terminate this Lease 24 hours after written notice to Owner and rent paid with respect to the period after such termination shall be returned to Resident. However, this paragraph shall not relieve Resident of his/her obligation to pay rent under this Lease if an act or omission for which Resident is responsible caused the Apartment to become untenable.
20. SURRENDER OF APARTMENT. Upon termination of this Lease, Resident shall return the keys and quit and surrender the Apartment, in as good order and condition as it was at the beginning of the term, reasonable wear and tear excepted. Resident shall surrender all appliances in clean condition and good working order, reasonable wear and tear excepted. If the Apartment is not so surrendered, Resident

shall make good to Owner all damage which Owner suffers by reason thereof, and shall indemnify Owner against all claims made by succeeding resident against Owner founded upon delay is occasioned by failure of Resident to surrender the Apartment and appliances in timely manner or proper condition.

21. **HOLDOVER RESIDENT.** If Resident fails to surrender possession of the Apartment or Building upon termination of this Lease by lapse of time, Resident shall be deemed a "holdover" and for each day Resident continues to occupy the Apartment or Building after termination Resident shall pay as damages a sum equal to four(4) times the Total Monthly Payment to Owner divided by 30. The acceptance of damages pursuant to this section shall not constitute rent nor shall it be a waiver of damages under paragraph 19 or 20 above or of any right of re-entry. A Holdover resident also agrees to pay all damages incurred by the owner as a result of the holdover including but not limited to those damages required to compensate any lease holder affected by a holdover resident.
22. **ABANDONMENT.** If Resident shall abandon the Apartment or Building, voluntarily or involuntarily prior to termination, the same may be re-entered by Owner, let for such rent and upon such terms as Owner may deem reasonable, and Resident shall be and remain liable for any deficiency in rent, any expenses incident to such relating, as well as any damages w2hich Owner may have sustained by virtue of Resident's use and occupancy of the Apartment/ For purpose of this paragraph, an Apartment or Building is abandoned when rent has not been paid for at least 30 days after time due and there are not or have been any visible signs of residency during this period, or if tenant admits that he/she has abandoned the property .
23. **RE-ENTRY UPON DEFAULT.** Except as may be specifically provided herein, should Resident at any Time during the continuance of his/her occupancy of the Apartment or Building fail to pay the monthly rent when and as the same shall become payable or should Resident violate any of the other agreements, provisions or conditions of this Lease, or any rules and regulations now or hereafter adopted by Owner for the Building, Owner shall have the right and option, 10 days (or 5 days in the case of nonpayment of rent) after Resident's receipt of a written notice, to terminate the tenancy and re-enter and take possession of the Apartment or Building all as provided by law.
24. **REMEDIES OF OWNER UPON TERMINATION.** In the event the term of this Lease shall be terminated by Owner pursuant to any provision of this Lease other than lapse of time or as a result of condemnation :
 - a) Resident shall pay Owner any rent due, together with all expenses of Owner, and expenses incurred in the removal of the property and effects of Resident or other occupants from the Apartment or Building.
 - b) Owner shall in no event be liable to Resident for failure to relet the Apartment or Building or in the event that the Apartment or Building is relet for failure to collect the rent due under such reletting and any such failure to collect the rent due under such reletting shall not release or affect Resident's liability. Owner agrees to make reasonable efforts to relet the Apartment and collect rent due under such reletting.
 - c) Owner may relet the Apartment or building for such rent and upon such terms as Owner may deem reasonable. Resident shall remain liable for any deficiency in rent and Resident shall be liable for all reasonable expenses incurred by Owner in reletting the Apartment or Building.
 - d) Owner's rights and remedies under this Lease are cumulative. The use of one or more thereof shall not exclude or waive any other right or remedy under this Lease.
25. **PETS.** No pets are allowed on the premises unless otherwise permitted by a specific pet rider. Those found in violation of this policy can be fined \$50/day
26. **COMMON AREAS.** Resident agrees to keep common areas free of debris and snow (sidewalks, patios and porches).

27. LEASE BINDING ON HEIRS, SUCCESSORS. To the extent permitted by law, all the agreements herein contained shall be binding upon, and inure to Owner's and Resident's respective successors, heirs, executors, administrators and, to the extent provided herein, assigns, and the other occupant listed in the Lease Summary.
28. NOTICES. All notices shall be either delivered in person to a person over the age of twelve years of age or mailed through the United Postal Service prepaid either Certified or Registered. Notices to Owner shall be signed by Resident and addressed to Owner at the address for Owner shown in the Lease Summary. Notices to Resident shall be signed by Owner and addressed to Resident at the apartment or any more current address. Notices mailed are deemed received 2 days after depositing with the United States Postal Service. Each notice shall fully set forth the effect(s) or such notice under this Lease, the event(s) that gave rise to the issuance of such notice and the provisions(s) of this Lease to which such notice relates. Email notices are considered acceptable for notification of utility excess usage are considered received the day after being sent.
29. PLURALS. The word "Owner" and "Resident" herein shall be construed to mean "Owners" and "Residents" in the event that more than one person constitutes either party to this Lease.
30. COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS. This lease shall be governed by the Laws of the State of Illinois and shall be construed in conformity and compliance with all laws, ordinances, rules, regulations and codes of the federal government. State of Illinois, and the municipality having jurisdiction over the Development. If any clause herein is found unconstitutional, illegal, or not legally enforceable it shall be stricken and all remaining clauses remain in effect.
31. EXPENSES AND ENFORCEMENT. If lessor is required to seek the assistance of an attorney and/or Incurs court Costs or Collection Costs in enforcing his rights here under, lessee shall be liable for all such reasonable attorney fees, expenses. Court Costs and Collection costs thus incurred. Both parties agree that any court proceedings between the parties will be executed in Coles County, Illinois.
32. KEYS. All keys must be returned to Lessor by 5:00 p.m. on the date this lease agreement expires. If Keys are not returned or if Lessee lose a key during period of the lease, a fee of \$50.00 for changing the entry door lock will be charged to Lessee. In Addition, If Lessee is locked out of the apartment and the lessor or agent unlocks the door, a fee of \$50.00 may be charged.
33. JOINT AND SEVERAL OBLIGATION. Lessees' obligation shall be joint and several. The actions and omissions of any individual Lessee shall be construed against and binding on the individual and collectively against all Lessees. Lessor, in its discretion, may exercise all its rights and remedies herein against any one or more of the Lessee-signatories hereto.
34. ACCELERATION. If Default should be made in payment of rent or fines, or any portion thereof or in any of the covenants and agreement herein contained to be kept by lessee or his/her assignee, Lessor shall then be entitled to recover immediately as a component of its damages, an amount equal to the unpaid rental for the balance of the rental term. Any sums received by Lessor in re-letting the leased premises during the unexpired term of the Agreement will be credited to Lessee's account or, if said account is Satisfied, refunded to Lessee.
35. MISCELLANEOUS. Lessee agrees that he/she will not cause or permit unlawful acts or loud, boisterous, or unseemly noises or actions in and about the premises objectionable to either lessees or Lessor. No Firearms or fireworks.
37. SMOKING/CANDLES – If occupants smoke in the residence and the interior walls and ceilings become stained then the tenant is responsible for washing and cleaning them when the property is vacated. Failure to wash and clean all walls and ceilings will result in costs to the tenants for necessary remedies. The burning of candles is a extreme fire hazard and is not allowed. Additionally, if candle residue is found, the cost for repainting the necessary rooms will be charged to the tenant.
38. LIMITATION OF LIABILITY – No officer, trustee, shareholder, employee or agent of **OWNER** shall be held to any personal liability under the provisions of this Lease, nor shall their private property be held for the satisfaction of any obligations or claim by **TENANT**, or any other person claiming hereunder, and **TENANT** or any other person agree that they shall look solely to **OWNER'S** interest in the Building of residence for the satisfaction of any claims arising hereunder .

OWNER/AGENT FOR OWNER : _____ DATE _____

ADDRESS OF OWNER: _____

PHONE: _____

RESIDENT(S): 1. _____ DATE _____ 2. _____ DATE _____

3. _____ DATE _____ 4. _____ DATE _____

ONLY THE ABOVE TENANTS MAY RESIDE IN SAID RESIDENCE. ANY VIOLATION OF THIS WILL CAUSE DEFAULT ON THE LEASE.

LEASE GUARANTEE

The undersigned, as guarantor, in consideration of Owner entering into the above Lease with Resident hereby guarantees all Monthly payments to Owner and performance of all other obligations of Resident under this Lease and all contemporaneous and future attachments and amendments there to. The undersigned acknowledges receipt of a copy of this Lease. Any notice that Owner is require to give Resident under this Lease, including but not limited to notice of default, is deemed give to the undersigned upon Owner giving Residence notice in accordance with paragraph 27 and 28 of this Lease, and the undersigned waives any other notice from Owner. If there is more than one guarantor, this liability shall be joint and several.

GUARANTORS:

1. _____ 2. _____ 3. _____ 4. _____
Name (print) Name (print) Name(print) Name(print)

Signature Signature Signature Signature

Permanent Address Permanent Address Permanent Address Permanent Address

City City City City

State,Zip State,Zip State,Zip State,Zip

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