

**The following rules are for the mutual benefit of all concerned and will be strictly enforced.
Any violation of the said rules may result in termination of tenancy.**

1. **OCCUPANTS:** The unit shall be used as a private residence with a maximum of _____ adults and children. Occupants not listed above as tenants _____.
2. **RENT PAYMENTS/LATE FEES:** Rents are due and payable on the 1st of each month without requiring a statement to pay when billed. If not paid by 5:00 p.m. on the 5th day of each month, a 5% late charge plus \$5.00 per day will apply until paid in FULL and will be considered as additional rent. Payments received after 5:00 p.m. will be applied to the next business day. Saturday and Sunday are NOT considered business days. Payments must be paid in FULL by 5:00 p.m. on the 5th to avoid the late charges. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than a partial payment on that month's account. Under no circumstances shall owner's acceptance of a partial payment constitute accord and satisfaction. Nor will Owner's acceptance of a partial payment forfeit owner's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check. Payments will be applied to late fees, late charges, and invoices prior to being applied to rent. Please note that late fees are strictly enforced. Management has the right to increase the rental rate provided that management gives tenant a 30 day written notice of such increase. Payments can be made payable to: _____ and mailed to the address above.

Owner/owner representative reserves the right to request payments for rent, late charges, invoices, or any other payments made in regards to occupancy be paid in cash or by money order if any insufficient checks have been received or if the tenant has been served with a 5-day notice for non-payment.

3. **SECURITY DEPOSIT:** The security deposit, or any part thereof, is not intended, nor shall be construed, to be applied as rent by tenant, and the full monthly rent is due on or before the first day of every month. The security deposit will NOT be refunded until ALL parties of the lease have completely moved out. The security deposit will then be equally divided amongst the tenants listed on the lease. If for any reason the tenant is evicted for non-compliance with this rental agreement, the security deposit will automatically be forfeited.
4. **UTILITIES:** Tenant shall pay all gas, electric, water and sewer charges when due or to arrange for payment of such charges in such a manner as to not affect the delivery of utility services to the premises.
5. **RETURNED CHECK POLICY:** All returned checks will be charged \$25.00 NSF check fee (fee subject to change without notification from owner/owner representative) plus late charges, and will be considered as additional rent.
6. **TENANT LOCK-OUT:** If owner/owners representative is needed to open unit for tenant for any reason after move in, there will be a \$35 fee charged (fee subject to change without notification from owner/owner representative) and payable at time the door is opened. If tenant changes locks on their own, the owner/owner's representative will not be responsible for any maintenance at that unit.
7. **PETS:** Dogs and cats are not allowed inside or outside of any unit unless authorized by owner/owners representative in accordance with the terms of a separate pet addendum attached to this lease. If pets are discovered on the premises, and there is no pet addendum, the tenant has 2 weeks to remove or at discretion of owner/owner's representative, additional rent and pet deposit amounts will be determined and enforced by the owner/owner's representative.

8. **PARKING:** The unit will have _____ vehicle(s). Due to restricted parking at complex, we must strongly enforce a maximum of _____ vehicles per unit.

No parking of any recreational unit on premises. No boats, campers, trucks, trailers, commercial vehicles or any type of recreational vehicles (other than automobiles) will be permitted to be stored outside the dwelling or garage of any residence.

No on-street parking, other than temporary parking to periods of less than six (6) hours allowed for any vehicle, boat, trailer or other vehicle. Any abandoned, non-operative, or non-licensed vehicle remaining on the premises for more than 3 days shall be towed away at car owner's expense.

9. **UNIT APPEARANCE:** You are expected to keep your area, inside and out, clean and presentable. No trash, bottles, tires, etc. shall be placed or stored on outside of property.
10. **RECREATIONAL APPARATUS:** including basketball goals, portable swimming pools, play-ground equipment or similar devices must be stored inside garage or unit at the end of each day. It will not be permitted to remain outside overnight.
11. **ALTERATIONS OF UNIT:** Tenant agrees not to paint or alter dwelling without written permission. Tenants will not use stick-on design mats in tubs. Owner/owners representatives will deduct the costs of labor used to remove these mats from the tenant's security deposit
12. **PLUMBING REPAIRS:** Tenants are responsible for paying all plumbing repairs or any other repair expenses caused by their neglect or failure to report a problem, i.e. running toilet resulting in higher than average water bill.
13. **OWNER SHALL NOT BE LIABLE:** a) Owner shall not be liable for any damages or losses to person or property caused by other tenants or other persons. This includes any damage caused by negligence on the part of tenants or guest of tenants. b) Tenant further agrees to pay for any repair charges including broken windows, regardless of fault while residing at this dwelling no later than 15 days from date of invoice. Such charges shall constitute additional rent owed by tenant to owner. c) Owner shall not be liable for personal injury or damage or loss of tenant's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms or other causes whatsoever. **OWNER STRONGLY RECOMMENDS THAT TENANT SECURE RENTERS INSURANCE TO PROTECT AGAINST THE ABOVE OCCURANCES.**
14. **PARTIES / LOUD NOISES:** Loud and/or large parties are not allowed. Tenants are not to permit any unreasonably loud noises which would cause annoyance or discomfort to other tenants. Owners/owners representative will not tolerate loud parties, abusive language, profane language, or any other offensive conduct aimed at other tenants, the maintenance personnel, or owners and its representatives. No loud playing of music or tv's. If not followed, you will be asked to look elsewhere and/or be evicted.
15. **POLICE:** If police are called to the unit, due to misconduct on you, the tenant(s), or any guest of yours, you will have 10 (ten) days to vacate.
16. **SAFETY CODES:** Tenants agree to comply will all applicable building, housing, fire and life safety codes.
17. **SMOKE DETECTORS/CARBON MONOXIDE DETECTORS:** Tampering with, removing, destroying, disconnecting, or removing the batteries from any installed smoke detector or carbon monoxide detector is a Class A misdemeanor under Illinois law. The tenant shall be responsible for the replacement of any required batteries in the smoke and carbon monoxide detectors in the tenant's dwelling unit. A smoke detector or carbon monoxide detector which does not operate after new batteries have been installed should be reported to the owner/owner's representative.

18. **ASSIGNMENT AND SUBLETTING:** Tenant agrees not to sublet or assign any part of this dwelling.
19. **ENTRY AND INSPECTION:** The owner/owner's representative has the right to enter the dwelling at any reasonable time to inspect for compliance to these rules, repair work, to determine whether a unit is abandoned, or to show prospective tenants. No locks, therefore, will be added without first getting permission.
20. **PEST CONTROL:** Tenant is responsible for pest control for their unit. Owner is responsible for termite control.
21. **NOTICES:** Notices can be served by posting on the door of the premises if no one answers after the owner or the owner's representative knocks 3 times.
22. **TERMINATION OF AGREEMENT:** This is a month-to-month agreement; therefore, management may terminate this agreement without assigning any reason therefore by giving the tenant 30 days prior written notice.
23. **ATTORNEY'S FEES:** In the event enforcement of this lease agreement becomes necessary and legal action is taken by Owner against tenant to collect rent or for eviction or to enforce any other terms of the lease, tenant agrees that Owner shall be entitled to all costs incurred in connection with such action including reasonable attorney's fees.

CONSIDERATION FOR DEPOSIT REFUND:

Deposits will only be returned within 30 days after tenant vacates, the unit is inspected and if the following conditions are met: If any of the following conditions are violated, this may result in full/partial forfeiture of deposit.

1. 30 day written notice-Keys must be returned on move-out date that was given with notice. If tenant stays longer than move out date provided, that will result in forfeiture of deposit. Please allow for days to move when giving vacate notice, as there will be no grace periods.
2. Stayed a minimum of 1(one) year or (2) years for NEW homes.
3. Keys and garage remotes are returned to the office when vacating.
4. All unpaid charges, fees, and rents paid. Proof of final payments for all utility bills.
5. No damage to unit. All trash and personal property have been removed.
6. Unit is clean and carpets are steam cleaned. Carpet Cleaning (\$110.00 minimum charge). Charges will be deducted from the security deposit per the resident inspection sheet (but not limited to) that was provided to you upon move in.