

LEASE AGREEMENT

This Lease agreement entered into this ____ day of _____ by authorized agent for and/or between Petersen Properties, Lessors, and _____ Lessee, do hereinafter state, and hereby enter into a lease agreement for the following described premises upon terms and conditions as provided for herein:

DESCRIPTION OF LEASED PREMISES: _____

LEASE TERM: The lease term shall commence _____. The lease term shall end on _____. In order to secure this lease, it must be signed and returned Petersen Properties by _____.

WITNESSED:

RENT: Lessees shall pay to the Lessors as rent hereunder the amount of \$_____ on or before _____ (First and Last month's rent) and \$_____ on or before the ____ day of each month hereafter including _____. Upon signing this lease, Lessees shall pay the sum of \$_____ to be held as security deposit in accordance with Paragraph 12.

Rent shall be paid to the Lessors at:

**Petersen Properties
1111 Lincoln Avenue
Charleston, IL 61920
Telephone: 217-345-7774 (office)**

Or such other address as the Lessors may designate in writing. The time of each and every payment of rent is of the essence for this Lease. To cover the Lessors' added costs for late payments, the monthly rent set forth above shall be increased \$5.00 for each and every day the payment is late after the 1st day of the month. Rent mailed to the Lessors shall be deemed paid on the date of actual delivery. Payment by check is subject to collection in full. The covenant to pay rent shall be independent of any other covenant in this Lease.

****** PLEASE NOTE THAT IF THERE IS MORE THAN ONE PERSON IN THIS LEASE, IT SHALL BE DEEMED JOINT AND SEVERAL ******

PLEASE INITIAL: _____

2. **UTILITIES:** It is agreed that the utility services of Gas/Electric, Water/Sewer, Trash, Lawn Care, and Basic Cable/Internet shall be paid by Lessors up to a maximum average charge of \$70/month for Gas/Electric, and \$20/month for Water/Sewer. Any usage beyond these amounts shall be deducted from the security deposit at the end of the lease. Any upgrades to these services (or any additional utility services which are desired), shall be the responsibility of the Lessees, and Lessees agree to reimburse Lessors if service providers require upgraded or new services to remain in Lessors name. Lessees shall maintain a minimum temperature of 55 degrees throughout the heating season to avoid freezing of the water pipes and any other temperature related issues.

3. **OCCUPANCY AND USE:** (a) The Lessees shall occupy and use the Premises during the lease term as their private residence. The Lessees shall not permit any other persons except the persons on this Lease to subside at their residence. This provision forbids especially, but not exclusively, uses such as the keeping of roomers, lodgers and boarders, the sale or barter of merchandise, and the carrying on of the nay public law, ordinance of governmental regulation, or which is dangerous to life, limb, or property, or which tends or shall tend to injure the reputation of the Premises, or which shall disturb any residents of the neighborhood, or which may increase the premium cost of or invalidate any policy of insurance carried on the Premises. If any lessee or occupant, on one or more occasions, uses or permits the use of the leased premises for the commission of a felony or Class A misdemeanor under the laws of this State, the Lessors shall have the right to void the lease and recover the leased premises. No dog, cat, fish, reptile, bird or other animal shall be brought in or permitted in or about the Premises for a day for any part thereof without the advance written consent of the Lessors. If any pet is found in your house/home at any time for any reason (whether belonging to you or whose owner is known or unknown), you will be charged a \$50.00 fine per occurrence plus any damages assessed within three days of notice and any such pet or animal shall be removed immediately. In the event of Lessees failure to remove such pet or animal, the management shall enter the apartment or house and remove said pet or animal and destroy or dispose of the same and Lessees waive any claim for damages by reason of such entry and disposition of such pet or animal. Lessees shall not use or permit the use of the Premises for any public function, party or as a place for selling, giving or dispensing of alcoholic beverages. No beer kegs shall be permitted on the Premises. If a beer keg is found on the premises, Lessees will be fined \$200.00, due immediately. The Lessees shall not advertise or permit the advertising of the Premises as a place for holding of a public function, party or social gathering. No water beds, percussion instruments or dart boards shall be permitted on the Premises.

(b) Lessees shall take reasonable and necessary precautions against freezing of the water pipes and shall not allow hair, thread, strings, rags, grease, rubbish, fruit parings, banana skin, feminine products, or other injurious

_____ Initials

substances to enter the drainage or waste pipes on the Premises. Lessees shall pay all damages and costs of repairs and cleaning resulting from violation of this paragraph.

4. **MAINTENANCE:** Lessees shall keep the Premises in good repair equal to the condition at the commencement of the Term and in a clean and sanitary condition. Each apartment or house has been cleaned, inspected, and video taped or photographed prior to your move-in date. For your protection examine your residence and complete the move-in inspection form that has been provided. This inspection form must be turned in to Lessors immediately. If you find something that you would like to have taken care of promptly, please write it down and bring it to the Lessors. These items shall be taken on a needful basis (emergencies first). Lessees shall promptly replace all broken glass of the same size and quality as that broken. Lessees' responsibility for cleaning and maintenance includes, but is not limited to stoves, refrigerators, floors, carpets, walls, ceilings, windows, and bathrooms. Lessees shall do what is reasonably necessary to prevent damage to the yard, trees and shrubs. Lessees shall promptly notify the Lessors of any damage or failure of proper operation of any part of the Premises or utilities so that necessary repairs can be made immediately and responsibility of payment determined. Lessors shall maintain the lawn, trees and shrubs. Lessees shall remove accumulated snow and ice from the walkways near their apartment. Lessees agree to maintain a minimum temperature of 55 degrees Fahrenheit at all times during the heating season in all parts of the premises. At no time shall the gas and electric service be disconnected during the heating season, during this lease term. If gas and/or electricity are shut off, Lessors shall take over possession of the premises.

5. **REPAIR:** The Lessors shall be responsible for the necessary repair work on the stoves, refrigerators, furnace, and water heater. If the Lessors provide a properly operating clothes washer and a properly operating clothes dryer, then (1) The Lessees shall be responsible for all repairs; (2) The Lessors shall make the determination as to the feasibility of replacement; and (3) Replacement of these machines shall be the responsibility of the Lessors. Lessees shall be responsible for repair or replacement if necessary as a result of actions or negligence of Lessees, or as a result of actions or negligence of Lessees' guests, and not due to ordinary wear and tear.

6. **LESSEE ALTERATIONS:** Lessees shall make no alterations or additions to the interior or exterior of the Premises without the Lessors' advance written consent in each and every instance. Lessees shall limit to a reasonable minimum the number of pictures and the like and shall use only the smallest clips and nails required for such a purpose (screws are never to be driven into any surface). Mollies are never to be inserted into any wall or surface, and tape or other forms of tacky substances are never to be used to hang pictures, posters, etc., the fine for using tacky substances on the walls or elsewhere in the apartment shall be \$5/location plus costs to repair each location where a tacky substance was used. Lessees shall not permit a mechanic's lien or other lien to attach to the premises. Lessees shall not contract the repairs to the premises or its equipment and fixtures and furnishings without prior written consent of Lessors.

7. **DAMAGE TO LESSEES' PROPERTY:** The Lessors shall not be liable for any damage to lessees' personal property occasioned by fire or any other calamity or for any damage occasioned by or from plumbing, water, gas, or other pipes, or sewerage, or the bursting, leaking, or running of any tank, water closet, or waste pipe in, about, upon, or about the Premises, or for any damage occasioned by water, snow, or ice being upon or coming through the roof or otherwise, nor shall the Lessors be liable for any damage arising from the acts or neglects of occupants of adjacent property, or for any failure of water supply nor for any damage occasioned by electric wiring or other lighting or heating apparatus. Lessees agree to make no claim against Lessors for any such damage or loss of time. Lessees shall acquire renters insurance for all of Lessees personal belongings.

8. **ASSIGNMENT AND SUBLETTING:** The Lessees shall not assign or sublet this Lease without the Lessors' advance written consent. No assignment or sublease or consent thereto shall in any way alter or diminish the Lessees' liability for payment of rent and their other obligations under this Lease. All sub-lessees are to be approved by Lessors and by all the original Lessees. An additional non-refundable fee of \$100.00 shall be charged for each sublease.

9. **RETURN OF POSSESSION:** (A) Upon the termination of the Lease, whether by lapse of time or otherwise, or upon termination of this Lease, Lessees shall yield up immediate possession of the Lessors and deliver all keys to Lessors at the place where rent is payable, or elsewhere as Lessors direct. The retention of possession thereafter shall constitute a forcible detainer. Lessors shall have the right and license with process of law (and if Lessees abandon the premises, the Lessors shall have such right and license with or without process of law) to enter the Premises, take possession thereof, and expel and remove the Lessees and any others who may be occupying the Premises and any and all property therefrom, without relinquishing Lessors' right to rent or any other right given to Lessors hereunder or by law. If Lessees abandon the Premises and Lessors exercises the right and license to enter without process or law, Lessors may use such force as may be necessary without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer.

(B) If the Lessees fail to vacate the Premises upon termination of this Lease or Lessees' right to possession: (1) Lessees shall pay as liquidated damages for the entire time that payment is withheld a sum equal to three times the amount of rent herein reserved, prorated per day of such withholding, or Lessors' actual damages if they are ascertainable; and (2) Lessors, at their sole option, may, upon

giving Lessees written notice, extend the term of this Lease for a period of time not to exceed one year at such rent as Lessors have stated prior to such termination date.

- (C) No action or failure to act by the Lessors except as herein provided shall operate as a waiver of Lessors' right to terminate this Lease of Lessees' right of possession, nor operate to extend the term thereof.
- (D) Any personal property left in or on the leased premises shall be deposited of or sold by the Lessors or his agent thirty days after vacating the premises. Any proceeds realized from the disposal or sale of such abandoned property shall belong to the Lessors.
- (E) This lease shall terminate at 12:00 (noon) on the lease end date. This means that possession has been surrendered prior to 12:00 (noon) on this date. Failure to surrender possession by this deadline will result in a \$100.00 holdover fee to be deducted from the security deposit, unless Lessors have given advance written permission for a late move-out.

10. **ACCESS:** Lessees shall allow the Lessors free access to the Premises upon reasonable notice for the purpose of examining or exhibiting the same, or to make needful repairs or alterations which Lessors may desire. Lessees shall allow to have placed upon the premises at all times notice of "For Sale" and "For Rent" and shall not interfere with the same. In the event of a default or breach by Lessees in any of the terms of this lease, Lessors may, at Lessors' option, terminate this lease upon ten days written notice to Lessees delivered to the premises, Lessors, or it's legal agents or representative, shall have the lawful right to enter into the premises, or any part thereof, either with or without process of law, to reenter and repossess the same, and to detain and take after such repossession, may sell or otherwise dispose of personal property located therein for offsetting any and all damages to Lessors (or breach in the terms of this lease by Lessees).

11. **LOSS BY FIRE:** If the Premises are rendered not leasable by fire or other casualty, or the building on the Premises is wholly destroyed or cannot be repaired within 30 days, the term hereby created shall cease and terminate.

12. **SECURITY DEPOSIT:** (a) Lessees shall pay to the Lessors upon signing of this Lease, and shall keep whole and maintain on deposit with the Lessors, the sum as indicated in Paragraph 1, as security for the full performance by Lessees of the terms of this lease. If Lessees default in respect of any term of this lease, including, but not limited to, the payment of rent, the Lessors may use, apply, or retain without notice to or consent of the Lessees the whole or any part of such security for the payment of any rent or additional rent or any other amount as to which Lessees are in default or for any amount which the Lessors may expect or be required to expend because of the Lessees' default in any term of this lease. Lessors shall not be required to so apply such security, but if all or part of such security is so used, the Lessees shall immediately deposit with the Lessors any amount of cash sufficient to raise the amount of security on deposit to the original amount stated above

(b) If the Lessees shall fully and faithfully comply with all terms of this lease and shall vacate and surrender the Premises in good condition to Lessors at the end of the term, then the security, or any part thereof remaining, shall be returned to the Lessees within a reasonable time after such vacation and surrender, provided that the following conditions are met: (1) There has been no damage to the Premises beyond normal wear and tear; (2) The Premises, including without limitations all stoves, refrigerators, bathrooms, closets and cabinets, are emptied and clean, and all debris and rubbish has been placed in proper containers and hauled away; (3) All keys have been returned; (4) Forwarding addresses of all Lessees have been left with the Lessors; (5) All utility bills have been paid to the termination date of lease or date of surrender, whichever is later; (6) All carpets have been professionally cleaned and shampooed (We recommend Excel Carpets), and (7) There is no damage to the furniture and furnishing referred to below. If the foregoing conditions are not met, then the Lessors shall have the right to set off against the security the cost of such repair, and the Lessees shall remain liable for any deficiency. There is a \$50.00 charge per key assessed for any keys, including mailbox keys, lost or not returned to Lessors on or before the last day of the lease.

13. **LESSOR'S REMEDIES:** (a) If the Lessees default in the payment of any single installment of rent or in the payment of any other amount required to be paid under this Lease or under any other agreement between the Lessors and Lessees, and such default is not cured within five days after written notice; or default in the performance of any other term of this Lease, and such default is not cured within ten (10) days after written notice, Lessors may treat such event as a breach of this Lease and Lessors shall have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

(b) Lessors may terminate Lessee's right of possession and may repossess the Premises in accordance with paragraph 9(a) hereof without further demand or notice of any kind to Lessees and without such entry and possession terminating this Lease or releasing wholly or partly from Lessees' obligation to pay rent hereunder for the full term. Upon and after such entry into possession without terminating this Lease, Lessors may, but need not, re-let the premises as lessee's agent. Lessees shall on demand pay to Lessors damages and all Lessors' expenses of re-letting. If the consideration collected by Lessors from any such re-letting for Lessees' account is not sufficient to pay the amount

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provided in the Lease as rent, plus expenses, Lessees shall pay to Lessors, as damages, the amount of each monthly deficiency.

(c) If Lessors hire counsel to enforce or defend Lessors' rights related to this agreement or the leased premises, and Lessors is successful, Lessees shall be responsible for all Lessors' attorney's fees and costs incurred as a result of enforcing or defending any said claim. This provision is applicable even if formal action is not taken. Lessors agree to afford these same rights to Lessees regarding responsibility of costs and attorney's fees in the event of successful legal action taken against Lessors by Lessees.

(d) All remedies of the Lessors shall be distinct, separate, and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically limited or waived in this Lease.

14. **NON WAIVER:** (a) No waiver of any breach or default of any party to this Lease shall be inferred from any party's failure to take any action on account of any similar or different breach or default. The payment or acceptance of money after it falls due, after knowledge of any breach by Lessors or Lessees, after the termination in any way of the term or of Lessees' right of possession hereunder, after service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall not reinstate, continue or extend the term of this Lease nor affect any such notice, demand, or suit or any right hereunder not expressly waived. No express waiver shall extend to any breach other than the breach specified in the express waiver and then only for the time and to the extent therein stated.

(b) Lessees' obligation to pay rent during the term or any extension thereof or any holdover tenancy shall not be waived, released, or terminated by the service of any five-day notice, demand for possession, notice of termination of tenancy, institution of any action for forcible detainer, eviction, or for any judgment of possession, or for any other act or acts resulting in termination or Lessees' right of possession.

15. **PARKING:** Lessees shall park all automobiles, bicycles, motorcycles and other motor vehicles in the driveway and designated area. They shall not park or allow the parking of automobiles, bicycles, motorcycles or other vehicles on the lawn or any other place on the premises except the driveway and the designated area. It is a city ordinance that vehicles **ARE NOT** parked in the yard. The city can issue a ticket of up to \$50.00 per incident if vehicles are found parked in the yard.

16. **NOTICES:** Notices and demands, including those provided by statute, shall be served as required by statute, or by delivery in person or by United States certified mail, postage prepaid, to the Lessors at the address for payment of rent and to the Lessees at the address of the Premises. Service by mailing shall be deemed complete on the date of mailing. Service upon any one of Lessors shall be deemed complete as to all such persons, and service upon any one of the Lessees shall be deemed complete as to all such persons.

17. **NON-SMOKING BUILDING:** Lessees agree that leased address is in a non-smoking building and agree that neither Lessees nor Lessees guests will smoke within the building. Smoking within the building is a lease violation subject to lease termination. Lessees further agree that any ashes or cigarette butts occurring from Lessees or Lessees guests smoking outside the building will be promptly disposed of in a safe manner into the trash containers provided by Lessors for trash pickup. There is a \$20 fine per occurrence anytime Lessors must remove cigarette butts from anywhere on the property except these trash containers.

18. **MISCELLANEOUS:** (a) The obligation of two or more persons designated "Lessors" or "Lessees" in this Lease shall be joint and several; (b) The captions or paragraphs of this Lease are for indemnification only and do not limit or define the contents of the paragraphs;

(c) The invalidity or unenforceability of any provision hereof shall not affect or impair the validity or unenforceability of any other provisions.

19. **SMOKE AND CARBON MONOXIDE DETECTORS:** Lessees agree that the detectors were operating when occupancy occurred and that the Lessees shall replace the battery should it fail during the terms of the Lease. If you use the fire extinguisher, report it immediately! There is a service charge of \$25 to replace an empty or missing fire extinguisher. Batteries are to be maintained and working in smoke detectors at all times. If batteries are found missing, residents shall be charged a service charge of \$10.00 per missing battery. These measures are to keep you and your neighbors safe.

20. **RETURNED CHECK POLICY:** Lessees agrees to pay a \$35.00 fee for any checks returned or not honored by the bank for any reason. This fee is due immediately and is to be included with current rent payment. Lessees agree to pay additional rent for late payment in accordance with paragraph 1. If a personal check is returned or not honored by the bank for any reason Lessors will no longer accept personal checks from Lessee and from that time forward all payments to Lessors must be made by cashiers check or money order.

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21. **NEW RULES:** Lessors and Lessees agree that the rules and regulations relating to the use and occupancy of the Premises by Lessees and other Lessees that are included herein and by this reference incorporated herein are reasonable and that new or difficult rules and regulations may be issued from time to time by Lessors and that such new rules and regulations shall become additional terms of this Lease upon reasonable notice of Lessors to Lessees.

IN WITNESS WHEREOF, the parties have signed this Lease as of the date first written above.

PRINT NAME: _____ LESSEE'S SIGNATURE: _____

DL#: _____ SS#: _____

EMAIL _____ LOCAL PHONE: _____

COLOR/ MODEL OF CAR _____ LICENSE PLATE # _____

Office use only

Security Deposit Received on _____

First (And Last) Month's Rent on _____

Last Month's Rent Required? _____

_____ Initials