

**DWELLING UNIT AGREEMENT**  
**IDEAL RENTALS**  
**P.O. 9565, PEORIA,IL 61612**  
**OFFICE (309) 637-5515**

Street Address \_\_\_\_\_  
Tenant(s) \_\_\_\_\_  
\_\_\_\_\_

This lease entered into (date) \_\_\_\_\_ between Ideal Rentals and Lessee(s) that the above premises be leased for the term beginning \_\_\_\_\_ and ending \_\_\_\_\_.

Monthly rent for the unit \$ \_\_\_\_\_ is due on the first of each month. One month's rent, or \$ \_\_\_\_\_ is due along with deposit \$ \_\_\_\_\_ before moving into the premises.

Total rent for the term of the lease \$ \_\_\_\_\_.

Payments are to be made to **Ideal Rentals** and mailed to address above. If any **rent check is refused** by any bank, lessee will be required to pay in certified check or money order. The fee for such returned check is \$35.00 and a late payment fee will be assessed. If the tenant defaults in payment of any rent, then the landlord may declare the rent for the balance of the lease due and payable immediately.

Rent is due on or before the 1<sup>st</sup> of each month. If not received in full by 5:00PM CDT on the 5<sup>th</sup> of the month a **\$100 late fee** will be charged for the month, NO exception. All Payments will be applied first to non-rent charges with the remainder applied to rent charges.

Where there are roommates that share the rent amount, there is to be one check made out to Ideal Rentals for the total amount of rent. The exception to this is the time over summer or Christmas break for the student rentals. A \$50 fee per month will be charged when multiple checks are received.

Lessee must **deposit** with lessor the sum of \$ \_\_\_\_\_ which shall be retained by lessor as security for faithful performance of all lessee's obligations under this lease. In no event shall lessee be permitted to apply the security deposit to rent or other charges due or owing under this agreement. Lessor shall not be obligated to apply the deposit to such charges. Lessor, at his discretion, may require additional security deposits from time to time. The deposit, to the extent not applied toward payment of damages suffered by lessor or other charges due lessor under this lease, shall be returned to lessee according to the terms of this agreement and in a manner provided by law after this lease is terminated. If there is damage done to the living unit such that the repair thereof exceeds the amount of the deposit, I understand that I will be charged for it and the deposit not returned. I agree to promptly pay such amount. Security deposit will not be refunded unless a 30 Day Notice To Vacate is complete with forwarding address and ALL Keys have been returned.

Lessee may not duplicate the keys to the premises or change or add to the locks at said premises without the written consent of lessor. Lessee shall deliver all keys to lessor immediately upon termination of this lease. Rent will continue to accrue until keys are received by lessor.

Lessee agrees that on or before (date) \_\_\_\_\_ Lessee shall cause all utility services, including but not limited to, electricity, gas, water, garbage, cable, telephone, and others, to be transferred to lessee's name. An exception may be sewer, in which case the bill is sent to landlord. A copy of said bill will be sent to lessee and payment will be made to landlord who will then pay the bill.

Lessee agrees to keep premises **adequately heated** during the normal heating season. Upon lessor's request lessee shall promptly deliver to lessor adequate proof of lessee's payment of utility bills. Lessee shall notify lessor of the telephone number immediately, if changed.

Lessee initials \_\_\_\_\_

**Disconnection** of vital utilities, such as heat, electricity, water, or sewer shall be deemed abandonment of subject premises by lessee. Lessor may at his discretion take possession of subject premises and still retain the right to charge lessee for the balance of the lease amount.

**Occupancy** Lessee agrees that the subject premises shall be occupied only by such persons as are listed above in this agreement. All adult occupants are subject to financial and criminal background check and may be refused occupancy at the discretion of the lessor. Allowing occupancy of unauthorized persons will result in an immediate \$500.00 fee and may be grounds for eviction.

No assignment or subletting is permitted without the prior written permission of lessor. Subletter is subject to the same background checks and rules as the original lessee.

**Conditions of premises.** Lessee stipulates that lessee has examined the subject premises, including the grounds, buildings and improvements and that they are, at the time of execution of this lease, in good order, good repair, safe, clean and tenantable condition. Lessee agrees to keep premises clean. In the event that unit is not kept clean, lessor shall, at his option, cause the unit to be cleaned to move in condition. Lessee will be charged \$35.00 per hour for any such cleaning. Lessee agrees to keep the premises in good condition and repair and at the termination of this lease, deliver up the premises in ready-to-move-in condition. Lessee is to **notify management immediately** of any damages or malfunction.

Lessee shall make no **changes, alterations, decorations** in or to the premises or the equipment or fixtures therein without lessor's written consent. If lessee makes unsatisfactory or unauthorized changes, the cost of returning the property to its original condition is to be paid by the lessee.

**Responsibility for damages.** Lessee agrees that if their family, or invitees commit any waste, neglect or misuse of the premises or transgress the rules of conduct set forth herein, that lessee shall pay for any such damages immediately upon demand by lessor. Further, if there is any transgression by family or invitees of rules for tenants, the penalty will fall upon lessee.

Lessee agrees that lessor shall not be responsible or liable for the acts of other tenants, or invitees or any trespassers. Lessee also agrees that lessor shall not be responsible or liable for any loss or damage resulting to lessee or his property from loss of electricity, bursting of water lines, backing up if sewers or leaking of water, gas electricity or sewers or caused in any other matter whatsoever, except in the case of willful neglect on the part of the lessor in the subject premises or any part of the building.

Lessee assumes all risk and responsibility for any accident, injury or damages to persons or property as to lessee or others on or about the premises occurring on or subsequent to the date of possession. Lessee agrees to hold harmless and indemnify lessor from any and all liability, claims or damages imposed upon or asserted against lessor as a result of the actions or inactions of lessee, lessee's family, friends and invitees, including, but not limited to attorney's fees and court costs.

Lessee understands that it shall be lessee's responsibility to insure lessee's personal property and that lessor has no coverage for lessee's property.

**Maintenance Charges.** Lessee shall pay to Ideal Rentals all bills for maintenance calls as a result of inappropriate objects being placed in drains, damage to walls and ceilings, water spills, damage to carpets or flooring, damage to doors and door jams, Screens and windows and any other maintenance required, as a result of action or negligence by the renter or any person that the renter has allowed on the premises.

**Lost Keys / Lock Outs.** Lessee shall pay to Ideal Rentals the sum of Twenty Five (25) Dollars for Replacement any lost key. Anytime Lessee requires Ideal Rentals to open a property because of negligence after normal business hours Lessee shall pay to Ideal Rentals Fifty (50) Dollars.

**Lessor's access to property.** Lessee agrees that lessor shall have free access to the premises in order to inspect, make necessary repairs, or exhibit the unit to prospective tenants or buyers. An attempt will be made to reach lessee by phone to give prior notice of a service call or appointment for other reasons, however failure to reach a tenant will not be grounds for refusal of entry. All possible courtesy will be given to the tenant in this regard.

**Use of Property.** Lessee agrees that he will not use or permit any one else to use said premises for any purpose in violation of the laws of the United States, the State of Illinois, the County or City of Peoria, IL or any regulating authority. Lessee agrees that he shall keep subject premises in a clean and wholesome condition and that all health, fire and police regulations shall, in all respects and at all times be fully complied with by lessee and their family, guest and invitees.

**Specifically, No firearms allowed. Noise is to be kept at a level that is not audible outside the unit.**

**No Pets Allowed.** Lessee agree that there are no pets allowed, even for a short period of time. If lessor discovers a pet at the rented premises, there will be a \$500.00 non-refundable fee charged per pet, and is grounds for eviction.

**Default.** If lessee fails or refuses to fully comply with any and all terms of this lease including full payment of rent when due, lessee shall be considered in default and the lease, at the option of the lessor, shall terminate and be forfeited. Lessor may reenter the premises and remove all persons including, but not limited to, lessee from the premises. In the event lessor elects to terminate the lease under this paragraph, lessee shall immediately pay to lessor all rent and other payments due under this lease, including any cost to re enter the premises, including attorney fees.

**Attorney Fees.** In the event lessor incurs any cost, including attorney fees, court fees or other cost whether incurred for purpose of negotiation, consultation, trial, appellate or other legal services to enforce any term or condition of this lease as a result of a default or other breach by lessee, lessee agrees to pay any and all said costs, fees and expenses.

**Vacating Premises before end of Term.** In the event Lessee vacates the premises prior to the expiration of the term of this lease, Lessee agrees that his liability to pay rent provided herein continues for the term of this lease until such time as the premises may be re-rented. Lessee agrees to pay said rent until such re-rental, if any. Lessor shall make reasonable effort to re-rent said premises, but the acceptance of any tenant or subtenant shall be solely at the discretion of Lessor.

**Thirty Day Notice.** At least thirty days prior to the expiration of this lease, Lessee shall either sign a new lease, if offered by Lessor, at such rent and under such terms and conditions as may be offered by Lessor, or delivered to Lessor written notice indicating that Lessee will vacate the premises on or before the expiration of this lease. Whether Lessor offers a new lease, and under what terms and conditions shall be solely at the discretion of lessor. Failure to conform with this paragraph will result in automatic forfeiture of the security deposit. Nothing in this paragraph shall be construed to extend the term of the Lease or to grant Lessee an option to extend the Lease. Security deposit will not be refunded unless a 30 Day Notice To Vacate is complete with forwarding address and ALL Keys have been returned.

**Holdover tenant.** Lessee understands and agrees that he shall not be entitled to hold over past the term of this lease. In the event Lessee violates that agreement and holds over after the expiration of this Lease without permission from Lessor, Lessor at his sole discretion, may consider a new tenancy from year to year to be created between Lessor and Lessee with all the terms and conditions of this lease except double the rent amount in addition to any other options as provided by law. Lessor shall give Lessee written notice of the decision to consider the hold over a new tenancy.

**Abandoned personal property.** If lessee shall vacate or abandon the premises and leave any personal property either in the dwelling or anywhere on the property, such personal property shall be deemed to be abandoned by the Lessee and may be disposed of by Lessor in any manner Lessor chooses without liability therefore. If Lessor disposes of any such personal property, Lessee agrees to pay any and all of Lessor's expenses of disposal, This paragraph shall apply regardless of whether Lessee continues to be responsible for rent payments after vacating the premises.

**Lease application.** Lessee represents that all of the information provided to lessor on any lease application of other document(s) provided to Lessor prior to execution of this lease agreement, was accurate at the time provided and is accurate and truthful on the date of signing this lease. Providing false or incorrect information shall constitute a default of this lease which shall entitle the lessor to pursue any and all remedies available to Lessor under this lease or pursuant to law, including termination of this lease.

**Waiver or modification.** One or more waivers of an covenant, condition or rule by Lessor shall not be construed as a waiver of any further or subsequent breach of the same.

Any **Notice** required under this Lease shall be in writing and deemed served upon either party when personally delivered or deposited for mail to Lessor at the address set forth above, and to Lessee at the address of the subject premises.

**Yard and Environment.** Renters shall be responsible for keeping the grass cut, and the yard and general environment within the standards of the City of Peoria. Ideal Rentals, may at it's discretion, determine that the grass requires mowing and/or any other environmental violations exist and may contract for the abatement of those violations. Lessee shall reimburse all abatement costs to Ideal Rentals within seven (7) days. Minimum charge will be \$50.00

**Entirety of Agreement.** Lessee and lessor agree that this lease (pages 1-5) constitutes the entire agreement between the parties. Any prior understanding, or representation of any kind preceding the date of this lease shall not be binding upon either party except as it is written here.

**It is so agreed this date** \_\_\_\_\_.

**Lessee:**

**Lessor:**

\_\_\_\_\_  
**Sign**

\_\_\_\_\_  
**Sign**

\_\_\_\_\_  
**Print**

\_\_\_\_\_  
**Social Security Number**

Lessee initials \_\_\_\_\_