



**MAINSTREET ORGANIZATION OF REALTORS®**  
**RESIDENTIAL LEASE**  
 (Not for use in the City of Chicago)

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5 LESSEE (Tenant): \_\_\_\_\_

6 ADDRESS OF PREMISES: \_\_\_\_\_

7 LESSOR (Landlord): \_\_\_\_\_

8 LESSOR'S ADDRESS: \_\_\_\_\_

9 POSSESSION DATE: \_\_\_\_\_ TERM OF LEASE: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

10 MONTHLY RENTAL: \$ \_\_\_\_\_ SECURITY DEPOSIT: \$ \_\_\_\_\_

11 (To be paid in advance as directed by Lessor)

12 LATE PAYMENT PENALTY: \_\_\_\_\_% of monthly rental if not received by \_\_\_\_\_

13 **If Dual Agency applies, complete Paragraph 22.**

14  
15 In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee  
16 hereby leases from Lessor for a private dwelling, the unit designated above (the "Premises"), together with the  
17 appurtenances thereto, for the above term.

18  
19 **1. RENT:** Lessee shall pay Lessor, at Lessor's address stated above or such other address as Lessor may designate  
20 in writing, as rent for the Premises, the sum stated above monthly in advance, including any late charges and  
21 amounts to be paid by Lessee under paragraph 2 hereof, until termination of this Lease. Time of each payment is of  
22 the essence of this agreement. Monthly rent payments are due on the \_\_\_\_\_ day of each month.

23  
24 **2. LESSEE'S OBLIGATIONS:** In addition to the monthly rental specified above, Lessee shall be responsible for  
25 the following:

- 26  Electric     Gas     Heating fuel     Rubbish removal     Water & Sewer Tax, if any  
27  Landscape maintenance/snow removal     Storms and Screens replacement  
28  Homeowners Association dues currently \$ \_\_\_\_\_ per month  
29  Other \_\_\_\_\_

30  
31 In the event one of the above utilities is not levied specifically on or in respect of the Premises, the Lessee shall pay  
32 to Lessor as rent \_\_\_\_\_% of the utilities charged on the building of which the Premises is a part. If  
33 Lessee fails to pay the above marked bills, the Lessor may pay them on his behalf and the same if paid by the  
34 Lessor shall be due as rent with the next payment due under the terms of this lease.

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36 Lessee agrees that if, as a result of Lessee's failure to timely pay any of the aforementioned utility charges, such  
37 services are stopped or interrupted and damage results, Lessee shall be absolutely liable to Lessor for such damage.

38  
39 **3. LESSOR'S OBLIGATIONS:** Lessor will, at his cost, provide to the premises:  
40  Electricity     Rubbish removal     Gas     Water & Sewer Tax, if any  
41  Other \_\_\_\_\_  
42 in reasonable amounts and at reasonable hours when necessary. Lessor shall not be liable for failure to furnish the  
43 above when such failure is beyond Lessor's control or when the applicable system is under repair.

<i>Lessee Initial</i> _____	<i>Lessee Initial</i> _____	<i>Lessor Initial</i> _____	<i>Lessor Initial</i> _____
<i>Address</i> _____			

44 **4. SECURITY DEPOSIT:** Lessee has deposited with Lessor the Security Deposit stated above as security for the  
45 performance of all covenants and agreements of Lessee hereunder. Lessor may at any time apply all or any portion  
46 thereof in payment of any amounts due Lessor from Lessee. Upon termination of the Lease and full performance of  
47 all Lessee's obligations hereunder, so much of the Security Deposit as remains unapplied shall be returned to  
48 Lessee. The Security Deposit shall not bear interest.  
49

50 **5. CONDITION OF PREMISES:** Lessee acknowledges that he has inspected the Premises and that the Premises  
51 are in good repair, except as specified below, and that no representations as to the condition or repair thereof have  
52 been made by the Lessor, or Lessor's Designated Agent, prior to or at the execution of this Lease, that are not  
53 herein expressed.

54 DEFECTS (if any) \_\_\_\_\_  
55 \_\_\_\_\_

56  
57 **6. COMMISSION:** Lessor agrees to pay (Broker) \_\_\_\_\_ rental commission  
58 of \$ \_\_\_\_\_ and a like amount on each renewal or extension. In the event the Lessee elects to  
59 purchase the property at any time during the lease term or renewal or extension or within one (1) year from the date  
60 of termination of the lease, the above mentioned broker shall be paid a sales commission by Lessor on the sale price  
61 in the amount of \_\_\_\_\_%.

62  
63 **7. OTHER TERMS AND CONDITIONS:** This contract is subject to the terms and conditions set forth on the  
64 reverse side hereof, which are expressly understood to be a part of this contract.  
65

66 **8. REPAIRS BY LESSOR: FIRE AND CASUALTY:** In the event repairs are necessary as a result of normal  
67 wear and tear or acts of God, Lessor shall make them within a reasonable time. Lessee shall not, without consent of  
68 the Lessor, have the right to make repairs to the Premises and charge them against the rent due or withhold rent. In  
69 case the Premises shall be rendered untenable by fire or other casualty, Lessor may at his option terminate this lease  
70 or repair the Premises within thirty days, and if Lessor fails to do so, this lease is terminated.  
71

72 **9. USE; SUBLET; ASSIGNMENT; ALTERATIONS:** Lessee will not allow the Premises to be used for any  
73 purpose that will increase the rate of insurance thereon or disturb the neighboring tenants, nor for any purpose other  
74 than that hereinbefore specified nor to be occupied, in whole or in part, by any other person, and will not sublet the  
75 same, or any part thereof, nor assign the lease without the Lessor's prior written consent, which consent shall not be  
76 unreasonably withheld, and will not permit the transfer, by operation of law, of the interest in the Premises  
77 acquired through this lease, and will not permit the Premises to be used for unlawful purpose(s) or any purpose(s)  
78 that will injure the reputation of the same or of the neighborhood; and will not permit any alteration (including but  
79 not limited to painting, wall papering and other decorating) of or upon any part of the Premises without the prior  
80 written consent of the Lessor, nor allow any signs or placards posted or placed thereon, except by written consent of  
81 the Lessor; all alterations and additions to the Premises shall remain for the benefit of the Lessor unless otherwise  
82 provided in said consent. LESSEE WILL KEEP NO DOGS, CATS OR OTHER ANIMALS OR PETS IN OR  
83 ABOUT THE PREMISES EXCEPT AS SET FORTH HEREIN AND WILL NOT PERMIT THE PREMISES TO  
84 REMAIN UNOCCUPIED WITHOUT PROVIDING ADEQUATE CARE TO PREVENT DAMAGES OF ANY  
85 KIND TO THE PREMISES. Lessee shall keep the Premises in a neat and sanitary condition.  
86

87 **10. RIGHT TO RELET, TERMINATION REMEDIES:** If Lessee shall abandon or vacate Premises, the same  
88 may be re-let by the Lessor on behalf of the Lessee for such rent and upon such terms as Lessor may see fit, and if a  
89 sufficient sum shall not be thus realized, after paying the expenses of such re-letting and collecting of rent, to  
90 satisfy the rent specified herein, the Lessee agrees to satisfy and pay all deficiency.

<i>Lessee Initial</i> _____	<i>Lessee Initial</i> _____	<i>Lessor Initial</i> _____	<i>Lessor Initial</i> _____
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91 If the Lessee retains possession of the Premises after the term of this lease expires, the Lessor may either accept  
92 further rent payments by the Lessee, in which case a month-to-month tenancy shall be created, or sue for  
93 possession; and Lessor shall be entitled to recover from Lessee all damages sustained by him as a result of Lessee's  
94 failure to vacate the Premises, including but not limited to lost rent, court costs and attorneys fees. In no case shall  
95 a holdover tenancy be created. In the event Lessee retains possession without Lessors consent beyond the term of  
96 this lease, the monthly rental shall be 150% of the rental for the original term.

97 Lessee's right of possession may be terminated without terminating Lessee's liability to pay rent. All remedies  
98 herein provided shall be cumulative. No waiver of a breach or default by either party shall be deemed a continuing  
99 waiver. Lessee or Lessor shall pay all reasonable attorneys' fees and court costs incurred by the other in enforcing  
100 the terms of this agreement as a result of a default by the other or in defending against acts or omissions of the  
101 other.

102  
103 **11. DESCRIPTION OF PREMISES:** Premises includes the residential unit described above together with the  
104 garage and out buildings, if any, or the common elements and limited common elements appurtenant thereto.  
105

106 **12. ACCESS:** Lessee will allow Lessor free access to the Premises at all reasonable hours for the purposes of  
107 examining or exhibiting the same for sale or rent or of making any needed repairs on the Premises which the Lessor  
108 may deem fit to make; also, Lessee will allow Lessor to have place upon the Premises, at all times, notice of "For  
109 Sale" and "To Rent" and will not interfere with the same. Lessor shall be provided with and may retain and use  
110 copies of any keys necessary for access to the Premises.

111  
112 **13. COMPLIANCE:** Lessee will in every respect comply with the ordinances of the municipality aforesaid, with  
113 the rules and orders of the health officers thereof, with the orders and requirements of the police department, with  
114 the requirements of any underwriters' association so as not to increase the rates of insurance upon the building and  
115 contents thereof, with the rules and orders of the fire department in respect to any matters coming within their  
116 jurisdiction, with the rules and bylaws of any applicable homeowners association and with any Lessor's rules  
117 attached hereto.

118  
119 **14. LIMITATION OF LIABILITY:** Lessor shall not be liable for damage or injury to the Lessee, his invitees, or  
120 licensees, or the Lessee's personal property on the Premises, or in storage areas, or parking areas, provided by the  
121 Lessor, occasioned by leaking plumbing, gas or water pipes, or water, snow, or ice, nor for any damage arising  
122 from acts or neglect of any owners or occupants of adjacent property. Lessor is not an insurer of Lessee's person or  
123 possessions. Lessee agrees that all of Lessee's person and property in the Premises shall be at risk of Lessee only  
124 and that Lessee will carry such insurance as Lessee deems necessary.

125  
126 **15. ENTIRE AGREEMENT:** This document and the documents incorporated herein are the entire agreement of  
127 the parties and no representations of either party are binding unless contained herein.

128  
129 **16. RENT AFTER NOTICE OR SUIT:** After the service of notice, or the commencement of a suit, or after final  
130 judgement for possession of the Premises, the Lessor may receive and collect any rent due, and the payment of said  
131 rent shall not waive or affect said notice, said suit, or said judgement.

132  
133 **17. PLURALS; SUCCESSORS:** The words "Lessor and Lessee" wherever used herein shall be construed to  
134 mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease, and all such  
135 persons shall be jointly and severally liable herein; and all the covenants and agreements herein contained shall be  
136 binding upon, and inure to their respective successors, heirs, executors, administrators and assigns and be exercised  
137 by his or their attorney or agent.

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<i>Lessee Initial</i> _____ <i>Lessee Initial</i> _____ <i>Lessor Initial</i> _____ <i>Lessor Initial</i> _____ <i>Address</i> _____
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139 **18. SEVERABILITY:** If any clause, phrase, provision or portion of this lease or the application thereof to any  
140 person or circumstance shall be invalid, or unenforceable under the applicable law, such event shall not affect,  
141 impair or render invalid or unenforceable, the remainder of this lease nor any other clause, phrase, provision or  
142 portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons  
143 or circumstances.  
144

145 **19. REPAIR:** The Lessee covenants and agrees with the Lessor to take good care of and keep in clean and healthy  
146 condition, the Premises and their fixtures, and to commit or suffer no waste therein; that Lessee will make all  
147 repairs required to the walls, windows, glass, ceilings, paint, plastering, plumbing work, pipes, and fixtures  
148 belonging to the Premises, whenever damage or injury to the same shall have resulted from Lessee's misuse or  
149 neglect; and Lessee agrees to pay for any and all repairs that shall be necessary to put the Premises in the same  
150 condition as when he entered therein, reasonable wear, acts of God, and loss by fire excepted; and Lessor shall have  
151 the right to make said repairs and recover the cost of same from Lessee as rent.  
152

153 **20. SUBORDINATION:** This lease is subordinate to any mortgages and other security devices now or hereafter  
154 placed against the Premises.  
155

156 **21. LEAD-BASED PAINT DISCLOSURES:** If applicable, prior to signing this Lease, Lessee (check one)  
157  has  has not received the EPA Pamphlet, "Protect Your Family From Lead in Your Home," and (check  
158 one)  has  has not received a Lead-Based Paint Disclosure.  
159

160 **22. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to  
161 \_\_\_\_\_ (Licensee) acting as a Dual Agent in providing  
162 brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the  
163 transaction referred to in this Contract.  
164

165 **23. ATTORNEY REVIEW:** The parties agree that their respective attorneys may approve or make modifications  
166 to this Lease, other than stated rental price, within five (5) business days after the date of the Lease. If the parties  
167 do not reach agreement on any proposed modification and written notice is given to the other party within the time  
168 specified, this Lease shall be null and void, and security deposit shall be refunded to Lessee by Lessor. **IF  
169 WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, THIS PROVISION SHALL BE  
170 DEEMED WAIVED BY THE PARTIES, AND THIS LEASE SHALL REMAIN IN FULL FORCE AND  
171 EFFECT.**  
172

173 **24. NOTICE:** All notices required shall be in writing and shall be served by one party to the other party. Notice to  
174 any one of the multiple-person party shall be sufficient notice to all. Notice shall be given in the following manner:

- 175 1. By personal delivery of such notice; or
- 176 2. By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return  
177 receipt requested. Except as otherwise provided herein, notice served by certified mail shall be  
178 effective on the date of mailing; or
- 179 3. By sending facsimile transmission. Notice shall be effective as of date and time of facsimile  
180 transmission, provided that the notice transmitted shall be sent on business days during business hours  
181 (9:00 a.m. to 5:00 p.m. Chicago time). In the event fax notice is transmitted during nonbusiness hours,  
182 the effective date and time of notice is 9:00 a.m. Chicago time of the first business day after  
183 transmission.
- 184 4. By sending email transmission. Notice shall be effective as of date and time of email  
185 transmission, provided that the Notice transmitted shall be sent on Business Days during Business  
186 Hours. In the event email Notice is transmitted during non-business hours, the effective date and

<i>Lessee Initial</i> _____ <i>Lessee Initial</i> _____ <i>Lessor Initial</i> _____ <i>Lessor Initial</i> _____ <i>Address</i> _____
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time of Notice is the first hour of the next Business Day after transmission.

- 5. By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

THE PRINTED MATTER OF THIS LEASE HAS BEEN PREPARED UNDER THE SUPERVISION OF THE MAINSTREET ORGANIZATION OF REALTORS® AND THE DUPAGE COUNTY BAR ASSOCIATION. THE PARTIES ARE CAUTIONED THAT THIS IS A LEGALLY BINDING AGREEMENT. IF THE TERMS ARE NOT UNDERSTOOD, PLEASE SEEK LEGAL COUNSEL BEFORE SIGNING IT.

DATE \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
LESSEE (Tenant)

\_\_\_\_\_  
LESSOR (Owner)

\_\_\_\_\_  
LESSEE (Tenant)

\_\_\_\_\_  
LESSOR (Owner)

**GUARANTEE**

For value received, the undersigned hereby guarantees the payment of the rent and the performance of the covenants by the Lessee in the within lease covenanted and agreed, in manner and form as in said lease provided.

DATE \_\_\_\_\_

Rev. 12/2006

*Lessee Initial* \_\_\_\_\_ *Lessee Initial* \_\_\_\_\_ *Lessor Initial* \_\_\_\_\_ *Lessor Initial* \_\_\_\_\_  
*Address* \_\_\_\_\_