

554



**REALTOR® Association of NorthWest Chicagoland
RESIDENTIAL LEASE**



Date of Lease	Term of Lease		Monthly Rent	Security Deposit
	Beginning	Ending		
04-01-11	04-01-11	04-01-13	1375	1375

LESSEE**LESSOR**

2 Name(s)

Francois Escalona

Name(s)

Katherine C. Carda

3

Oswaldo Solimano

4487 NAMBE ARC, LAS CRUCES

4 Premises Address

1915 Central unit 2A1C

Address

2924 Birkdale Loop NM 88011

5 City, State, Zip

Arlington Heights IL 60005

City, State, Zip

Arlington Heights IL 60005

6 In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee
 7 hereby leases from Lessor for a private dwelling, the unit designated above (the "Premises"), together with the
 8 appurtenances thereto, and the common elements or limited common elements appurtenant thereto, if any, for the
 9 above term. Along with the dwelling unit described herein, the Premises includes the following (check all that
 10 apply):

11 ☐ Parking space(s) (Identified as _____ and containing _____ parking spaces)

12 ☐ Garage (Identified as 11A and containing _____ parking spaces and _____ transmitters).

13 ☒ Refrigerator ☒ Oven/Range/Stove ☐ Microwave ☒ Dishwasher ☐ Washer ☐ Dryer

14 ☐ Window Air Conditioner(s) (# _____) ☒ Storage locker ☐ Other (Description: _____)

15 1. **RENT.** Lessee shall pay to Lessor, monthly in advance without demand, as rent for the Premises the sum stated
 16 above at Lessor's address stated above or such other address as Lessor may designate in writing. Time of such
 17 payment is of the essence of this agreement. All rent shall be due as of the first day of each month and shall be paid
 18 not later than the fifth day of each month.

19 Any rent not paid by the fifth day of the month shall incur a late payment penalty of \$ 30.00.

20 2. **SECURITY DEPOSIT.** Lessee herewith has paid to Lessor the security deposit stated above, receipt of which
 21 is acknowledged by Lessor, as security for the faithful performance of the terms of this Lease by Lessee, including,
 22 but not limited to, payment of rent and to the return of the Premises in undamaged condition. Any unused portion of
 23 the security deposit will be returned to Lessee, without interest, within 3 days from the date that Lessee has
 24 vacated the Premises. Lessee has examined the Premises, accepts the Premises "as is," will keep the Premises in
 25 good condition and will return the Premises to Lessor in the same condition, normal wear and tear excepted.

26 3. **UTILITIES AND SERVICES.** In addition to the monthly rent specified above, Lessee shall be responsible for
 27 payment of the following (check all that apply):

28 ☒ Electricity ☐ Water/Sewer ☐ Heating Fuel ☐ Refuse Removal ☐ Homeowner Association Dues.

29 If Lessee fails to pay any of the above, Lessor may pay them on Lessee's behalf. In such event Lessee shall
 30 promptly reimburse Lessor for all such payment, plus any penalties paid by Lessor, upon demand by Lessor. In the
 31 event any of the above utilities are not levied specifically on or in respect of the Premises, the Lessee shall pay to
 32 Lessor as additional rent _____ % of said utilities charged on the building of which the Premises is a part.

Lessee's Initials:

F.E. O.S.

Lessor's Initials:

K.C.

33 **4. USE, SUBLET, ASSIGNMENT.** The Premises will be used and occupied as a private, single-family
34 premises by (list individual names) James M. Smith, Jr. and Mary Smith

35 James M. Smith, Jr. and Mary Smith
36 and no others. Lessee will not permit the Premises to be used for any unlawful purpose or purposes that will injure
37 the reputation of the Premises or of the neighborhood, and will not permit the Premises to remain vacant or
38 unoccupied for more than thirty (30) consecutive days. Lessee will not allow the Premises to be used for any
39 purpose that will increase the rate of insurance thereon, nor for any purpose other than that herein specified. Lessee
40 will neither assign this Lease nor sublet the Premises without the prior written consent of Lessor; such consent will
41 not be unreasonably withheld. Lessor's consent in this instance will not waive Lessor's right to refuse subsequent
42 assignments or sub-lettings nor will Lessor's consent release Lessee from liability under this Lease.

43 **5. POSSESSION.** Lessor will tender possession of Premises not later than the beginning date of this Lease.
44 Possession shall be deemed to have been given when Lessor delivers to Lessee the keys for the vacant Premises. If
45 Lessor does not deliver possession of the Premises to Lessee as stipulated herein, Lessee may cancel and terminate
46 this Lease, with written notice to Lessor. In this instance, neither party will be liable to the other and any sums paid
47 by Lessee under this Lease will be refunded. If Lessee accepts late delivery of the Premises, then the rent will be
48 reduced on a pro-rated daily basis for that monthly term from the date of actual possession. The term of this Lease
49 will not be extended by any such late delivery.

50 **6. ALTERATIONS AND IMPROVEMENTS.** Lessee will not make any alterations or improvements, including
51 decorating, without the prior written consent of Lessor. Any alterations or improvements that are made will remain
52 and be surrendered upon termination of this Lease. Any such acceptance will not relieve Lessee for any costs
53 incurred by Lessor as a result of any alterations or improvements. Lessee shall be responsible for all costs incurred
54 by Lessor as a result of any unapproved alteration or improvement.

55 **7. MAINTENANCE AND REPAIR.** Lessee will keep the Premises in good and sanitary condition and repair at
56 Lessee's sole expense during the term of this Lease and during any renewal period or extension thereof. Lessee will
57 maintain the fixtures and mechanical systems in good operating order, and will further be responsible for the
58 following (check all that apply):

59 ☐ Snow/ice removal from driveways and sidewalks; ☐ Lawn mowing; ☐ Landscape maintenance (other than
60 lawn mowing) ☐ Scavenger service ☐ _____

61 Lessor will be responsible for any structural or major maintenance and repairs, other than routine maintenance and
62 repairs, that are not due to Lessee's misuse, waste or neglect or to that of Lessee's authorized occupants or visitors.

63 Any appliances contained in the Premises are provided for the Lessee's convenience. Lessor does not warrant the
64 fitness or uninterrupted use or enjoyment of such appliances by Lessee. Any interruption of Lessee's use and
65 enjoyment of such appliances shall not constitute "constructive eviction," nor form the basis for any defense, set-off
66 or counter claim by Lessee.

67 Lessee agrees to pay for any and all repairs, including approved or unapproved improvements or alterations, that
68 shall be necessary to put the Premises in the same condition as existed at commencement of this Lease, reasonable
69 wear and tear and loss by fire or acts of nature excepted, and the expense of such repairs shall be included within
70 the terms of this Lease. In the event Lessee shall fail to maintain the Premises as provided hereunder, and upon
71 notice by the Lessor fails to correct any deficiencies, such failure shall constitute grounds for termination of this
72 Lease by Lessor.

73 Any maintenance or repair that is not the obligation of Lessee shall be the responsibility of the Lessor. Lessor shall
74 discharge its maintenance and repair responsibilities in a timely manner. In the event Lessor fails to do so, and upon
75 notice by Lessee fails to correct any deficiencies, such failure shall constitute grounds for termination of this Lease
76 by Lessee.

77 **8. DAMAGE BY FIRE OR CASUALTY.** If the Premises is damaged by fire or other casualty not due to
78 Lessee's negligence, Lessor will begin repairs as soon as possible. If the damaged Premises is uninhabitable, the

Lessee's Initials: James M. Smith, Jr. and Mary Smith Lessor's Initials: LMC
Premises: 1234 Main Street, Anytown, CA 90210

79 rent will cease until the repairs are made. If the Premises is not restored to habitable condition within 3 days
80 this Lease may be terminated at the option of Lessee upon written notice to Lessor. If Lessor decides not to repair
81 or re-build, Lessor may terminate this Lease by giving Lessee immediate written notice and Lessee will surrender
82 the Premises to Lessor. Lessor shall be responsible for all costs of repair of the Premises, provided the damage is
83 not caused by any willful act or negligence on the part of Lessee. If the damage is caused by Lessee's willful act or
84 negligence, Lessee shall be responsible for all costs of repair of the Premises and Lessee shall remain obligated to
85 pay all rent and other charges through the end of this Lease, regardless of the habitability of the Premises.

86 **9. CONDEMNATION.** If any part of the Premises is taken by any authority for any public or quasi-public
87 purpose or use or a settlement or a compromise or a settlement in lieu thereof be made that would substantially alter
88 the intended use of the Premises, this Lease will terminate from the date when possession of the Premises is taken.
89 Lessee will have no right to any damages awarded or settlement made in this regard.

90 **10. DEFAULT.** If rent or any other sum due Lessor is unpaid; if there is default in compliance with any term of
91 this Lease; if the Premises is abandoned, deserted or vacated by Lessee, then Lessor will have the right to terminate
92 this Lease in accordance with any applicable statute or ordinance. In the event of a lawsuit between the parties the
93 prevailing party shall be entitled to their attorneys fees and costs.

94 **11. HOLDOVER.** Lessee will deliver possession of the Premises to Lessor upon expiration or termination of this
95 Lease. If Lessee fails to do so Lessee will pay an amount equal to three (3) times the monthly rent specified in this
96 Lease for each month or portion thereof that Lessee remains in possession of the Premises. Lessee will have no
97 rights in the Premises and will be a tenant in sufferance. Lessee will pay to Lessor any damages and costs incurred
98 by Lessor as a result of any holding over. Acceptance of rent after expiration or termination of this Lease will
99 constitute a renewal on a month to month basis.

100 **12. LIABILITY.** Lessor will not be liable to Lessee for any damage to Lessee's person or property or agents
101 employees, guests or invitees other than for Lessor's gross negligence. Lessee will indemnify and hold Lessor
102 harmless from all claims of any nature. Lessee ~~shall~~ shall not be required to maintain renters insurance during
103 the term of this Lease. If renters insurance is to be maintained, Lessee shall furnish a copy of said policy to Lessor.

104 **13. RIGHT OF ENTRY.** Lessor or Lessor's agents will have the right to enter the Premises at reasonable times
105 with reasonable notice, except in the event of an emergency, in order to inspect, to make ordinary, necessary repairs
106 or alterations, to enforce the provisions of this Lease and to show the Premises to prospective purchasers or lessees.
107 Lessee will allow Lessor to have placed upon the Premises, at all times, notices of "For Sale" and/or "To Rent" and
108 will not interfere with the same.

109 **14. SUBORDINATION.** This Lease is subject to and subordinate to the lien of all mortgages now or hereafter
110 placed on any part of Lessor's property that includes the Premises, to any extensions and renewals thereof and to
111 advances now or thereafter made on the security thereof. Lessee will execute such instruments evidencing
112 subordination at Lessor's request. If Lessee fails to comply with such request, Lessee hereby irrevocably empowers
113 Lessor to do so in Lessee's name.

114 **15. NOTICES.** Any notice to Lessee addressed to the Premises or the Lessor at the address designated by Lessor
115 will be sufficient, if in writing and delivered to either party in person or by certified mail.

116 **16. SEVERABILITY.** If any part of this Lease is construed to be unenforceable, the remaining parts will remain in
117 full force and effect as though any unenforceable part was not written into this Lease.

118 **17. LEAD-BASED PAINT DISCLOSURE.** Prior to signing this Lease, Lessee (check one) ☐ has ☐ has not
119 received the EPA Pamphlet, "Protect Your Family From Lead in Your Home," and (check one) ☐ has ☐ has not
120 received a Lead-Based Paint Disclosure.

121 **18. RULES AND REGULATIONS.** Lessee and other authorized occupants and guests will comply with all
122 occupancy rules and regulations of Lessor, if any, and, with any homeowner association or condominium
123 association rules and regulations as amended from time to time and furnished to Lessee. Failure to comply with the
124 occupancy rules and regulations will be considered a default under the terms of this Lease.

125
Lessee's Initials: _____
Premises: _____

Lessor's Initials: APC

REQUIRED - IN R+R
SEC. 10.8

126 **19. OTHER TERMS OR PROVISIONS.**

127 (a) Pets ☐ are ☒ are not permitted under this Lease. If pets are permitted, such permission is limited as follows:
128 type _____ weight _____ number of _____. Further, the following
129 additional conditions apply: _____

130 (b) In addition to any other remedies afforded to Lessor under this Lease, Lessor may charge Lessee the sum of
131 \$ _____ for any returned check. Two occurrences of returned checks during the term of this Lease,
132 including any extension of the term thereof, will require all future rental payments by Lessee to be made by
133 cashiers or certified check.

134 (c) Lessee shall pay ten dollars (\$10.00) for each and any lost key replaced by Lessor.

135 (d) Lessee will not install satellite dishes, antennae or cables for television, radio, sound equipment, computer
136 equipment or Internet access without Lessor's written consent in each case, and shall remove same and restore all
137 walls or other appurtenances prior to vacating Premises.

138 (e) (Check all that apply) Notice is hereby provided pursuant to Illinois statute that ☐ Lessor ☒ Lessee is an Illinois
139 licensed Real Estate Broker or Salesperson.

140 **20. ENTIRE AGREEMENT.** This Lease and any attachments constitute the complete and entire agreement
141 between the parties. No oral statements will be binding on either party. This Lease may only be modified by mutual
142 agreement of the parties. The following are hereby incorporated herein and made part of this Lease:
143 _____

144 THIS IS A LEGALLY BINDING DOCUMENT. THE PARTIES ARE ADVISED TO CONSULT WITH THEIR
145 RESPECTIVE ATTORNEYS BEFORE SIGNING.

146 THIS DOCUMENT IS PROVIDED AS A COURTESY BY THE REALTOR® ASSOCIATION OF
147 NORTHWEST CHICAGOLAND AND MAY NOT COMPLY WITH ALL THE LAWS, ORDINANCES AND
148 REGULATIONS IN EVERY JURISDICTION. PRIOR TO THE EXECUTION OF THIS LEASE, LESSOR AND
149 LESSEE ARE ENCOURAGED TO CHECK ORDINANCES AND REGULATIONS TO VERIFY THE
150 REQUIREMENTS OF THE MUNICIPAL BODY IN WHICH THE PREMISES IS LOCATED.

151 IN WITNESS WHEREOF, the parties have signed and sealed this Lease on the date before written.

152 _____
153 LESSEE SIGNATURE

LESSOR SIGNATURE

154 _____
155 LESSEE SIGNATURE

LESSOR SIGNATURE

156 **GUARANTEE**

157 For value received, the undersigned hereby guarantees the payment of the rent and the performance of the
158 covenants by the Lessee of the terms of the Lease.

159 _____
160 GUARANTOR SIGNATURE

DATE

161 _____
162 PRINT GUARANTOR'S NAME

GUARANTOR'S PHONE

163 _____
164 GUARANTOR'S ADDRESS, CITY, ZIP

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Premises: _____