



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



Date of Lease	Term of Lease		Monthly Rent	Security Deposit
	Beginning	Ending		
6-14-12	7-1-2012	6-30-2013	\$ 850. ⁰⁰	\$ 850. ⁰⁰

1 TENANT

LANDLORD

2 Name(s) Kenneth P. Warner

Name(s) Susan M. Ayers

4 Premises Address 1605 E. Central #111B

Address 825 S. Walnut

5 City, State, Zip Arlington Hts., IL 60005

City, State, Zip Arlington Hts., IL 60005

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

- 11 ☒ Parking space(s) (Identified as _____ and containing _____ parking spaces).
12 ☐ Garage (Identified as _____ 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.** Tenant shall pay to Landlord, monthly in advance without demand, as rent for the Premises the sum
16 stated above at Landlord's address stated above or such other address as Landlord may designate in writing. Time
17 of such payment is of the essence of this agreement. All rent shall be due as of the first day of each month and shall
18 be paid 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 - 0 -.

20 **2. SECURITY DEPOSIT.** Tenant herewith has paid to Landlord the security deposit stated above, receipt of
21 which is acknowledged by Landlord, as security for the faithful performance of the terms of this Lease by Tenant,
22 including, but not limited to, payment of rent and to the return of the Premises in undamaged condition. Any
23 unused portion of the security deposit will be returned to Tenant, without interest, within 30 days from the date
24 that Tenant has vacated the Premises. Tenant has examined the Premises, accepts the Premises "as is," will keep the
25 Premises in good condition and will return the Premises to Landlord in the same condition, normal wear and tear
26 excepted.

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

- 29 ☒ Electricity ☐ Gas ☐ Water/Sewer ☐ Heating Fuel ☐ Refuse Removal ☐ Homeowner Association Dues.

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

Tenant's Initials: KW

Landlord's Initials: SMA 6-15-2012

35 4. **USE, SUBLET, ASSIGNMENT.** The Premises will be used and occupied as a private, single-family

36 premises by (list individual names) Kenneth Y. Warner

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

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

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

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

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

63 Landlord will be responsible for any structural or major maintenance and repairs, other than routine maintenance
64 and repairs, that are not due to Tenant's misuse, waste or neglect or to that of Tenant's authorized occupants or
65 visitors.

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

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

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

Tenant's Initials: KW

Landlord's Initials: SMA

Premises: 1605 E. Central #111B, Arlington Heights, IL 60005

80 **8. DAMAGE BY FIRE OR CASUALTY.** If the Premises is damaged by fire or other casualty not due to
81 Tenant's negligence, Landlord will begin repairs as soon as possible. If the damaged Premises is uninhabitable, the
82 rent will cease until the repairs are made. If the Premises is not restored to habitable condition within 30 days
83 this Lease may be terminated at the option of Tenant upon written notice to Landlord. If Landlord decides not to
84 repair or re-build, Landlord may terminate this Lease by giving Tenant immediate written notice and Tenant will
85 surrender the Premises to Landlord. Landlord shall be responsible for all costs of repair of the Premises, provided
86 the damage is not caused by any willful act or negligence on the part of Tenant. If the damage is caused by Tenant's
87 willful act or negligence, Tenant shall be responsible for all costs of repair of the Premises and Tenant shall remain
88 obligated to pay all rent and other charges through the end of this Lease, regardless of the habitability of the
89 Premises.

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

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

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

104 **12. LIABILITY.** Landlord will not be liable to Tenant for any damage to Tenant's person or property or agents,
105 employees, guests or invitees other than for Landlord's gross negligence. Tenant will indemnify and hold Landlord
106 harmless from all claims of any nature. Tenant ☐ shall ☒ shall not be required to maintain renters insurance during
107 the term of this Lease. If renters insurance is to be maintained, Tenant shall furnish a copy of said policy to
108 Landlord.

109 **13. RIGHT OF ENTRY.** Landlord or Landlord's agents will have the right to enter the Premises at reasonable
110 times with reasonable notice, except in the event of an emergency, in order to inspect, to make ordinary, necessary
111 repairs or alterations, to enforce the provisions of this Lease and to show the Premises to prospective purchasers or
112 tenants. Tenant will allow Landlord to have placed upon the Premises, at all times, notices of "For Sale" and/or "To
113 Rent" and will not interfere with the same.

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

119 **15. NOTICES.** Any notice to Tenant addressed to the Premises or the Landlord at the address designated by
120 Landlord will be sufficient, if in writing and delivered to either party in person or by certified mail.

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

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

Tenant's Initials:

RL

Landlord's Initials:

SMA 1 6-15-2012

Premises: 1605 E Central #111B, Arlington Heights, IL 60005

126 **18. RULES AND REGULATIONS.** Tenant and other authorized occupants and guests will comply with all
127 occupancy rules and regulations of Landlord, if any, and, with any homeowner association or condominium
128 association rules and regulations as amended from time to time and furnished to Tenant. Failure to comply with the
129 occupancy rules and regulations will be considered a default under the terms of this Lease.

130 **19. OTHER TERMS OR PROVISIONS.**

131 (a) Pets ☒ are ☐ are not permitted under this Lease. If pets are permitted, such permission is limited as follows:
132 type Cats weight n/a number of 2. Further, the following
133 additional conditions apply: _____

134 (b) In addition to any other remedies afforded to Landlord under this Lease, Landlord may charge Tenant the sum
135 of \$ -0- for any returned check. Two occurrences of returned checks during the term of this Lease,
136 including any extension of the term thereof, will require all future rental payments by Tenant to be made by
137 cashiers or certified check.

138 (c) Tenant shall pay ten dollars (\$10.00) for each and any lost key replaced by Landlord.

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

142 (e) (Check all that apply) Notice is hereby provided pursuant to Illinois statute that ☐ Landlord ☐ Tenant is an
143 Illinois licensed Real Estate Broker or Salesperson.

144 (f) The Parties confirm that they have previously consented to Carolynn Hayden (Licensee)
145 acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting
146 as a Dual Agent with regard to the transaction referred to in this Contract.

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

150 Radon Hazards, Lead Based Paint Hazards, Dera Point Cooks Bids

151 THIS IS A LEGALLY BINDING DOCUMENT. THE PARTIES ARE ADVISED TO CONSULT WITH THEIR
152 RESPECTIVE ATTORNEYS BEFORE SIGNING. THIS DOCUMENT IS PROVIDED AS A COURTESY BY THE
153 REALTOR® ASSOCIATION OF NORTHWEST CHICAGO AND MAY NOT COMPLY WITH ALL THE LAWS,
154 ORDINANCES AND REGULATIONS IN EVERY JURISDICTION. PRIOR TO THE EXECUTION OF THIS LEASE,
155 LANDLORD AND TENANT ARE ENCOURAGED TO CHECK ORDINANCES AND REGULATIONS TO VERIFY THE
156 REQUIREMENTS OF THE MUNICIPAL BODY IN WHICH THE PREMISES IS LOCATED.

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

158 KW 6-14-12
159 TENANT SIGNATURE

Susan M. Ayers 6-15-2012
LANDLORD SIGNATURE

160
161 TENANT SIGNATURE

LANDLORD SIGNATURE

162 **GUARANTEE**

163 For value received, the undersigned hereby guarantees the payment of the rent and the performance of the
164 covenants by the Tenant of the terms of the Lease.

165
166 GUARANTOR SIGNATURE

DATE

167
168 PRINT GUARANTOR'S NAME

GUARANTOR'S PHONE

169
170 GUARANTOR'S ADDRESS, CITY, ZIP

171 Tenant's Initials: KW 1 Landlord's Initials: SMA 1 6-15-2012
Premises: 1665 S. Central #111B, Arlington, VA 22205

172 1-847-848-7617

FOR INFORMATION ONLY

173 ~~1-630-481-2565~~

174 Tenant's Cell Phone Number(s)

Landlord's Cell Phone Number(s)

175

1-847-398-1129

176 Tenant's Other Phone Number(s)

Landlord's Other Phone Number(s)

177

178 Tenant's E-Mail Address

Landlord's E-Mail Address

179

180 Tenant's E-Mail Address

Landlord's E-Mail Address

181 Prudential Standard Broker 8092Prudential Standard Broker 8092

182 Tenant's Broker MLS #

Landlord's Broker MLS #

183 Coralynn Menden 238415Coralynn Menden 238415

184 Tenant's Designated Agent MLS #

Landlord's Designated Agent MLS #

185 1-847-255-3900 / 1-847-255-39361-847-255-3900 / 1-847-255-3936

186 Phone Fax

Phone Fax

187

188 Tenant's Designated Agent's E-Mail

Landlord's Designated Agent's E-Mail

189

190 Tenant's Attorney

Landlord's Attorney

191

192 Phone Fax

Phone Fax

193

194 Tenant's Attorney's E-Mail

Landlord's Attorney's E-Mail

195

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Tenant's Initials:

KE

Landlord's Initials:

SMA 16-15-2012Premises: 1605 E. Central #111B, Arlington Heights, IL 60005

ILLINOIS ASSOCIATION OF REALTORS

PRE-1978 HOUSING RENTAL AND LEASES DISCLOSURE OF INFORMATION

LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

SMA (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

SMA (b) Records and Reports available to the lessor (check one below):

☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

[Signature] (c) Lessee has received copies of all information listed above.

[Signature] (d) Lessee has received the pamphlet *Protect Your Family From Lead in Your Home*.

Agent's Acknowledgment (initial)

[Signature] (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

Lessor <u>[Signature]</u>	Date <u>6/4/12</u>	Lessee <u>[Signature]</u>	Date <u>6/14/2012</u>
Lessor _____	Date <u>/ /</u>	Lessee _____	Date <u>/ /</u>
Agent _____	Date <u>/ /</u>	Agent _____	Date <u>/ /</u>

Property Address: 1605 E. Central #111B, Arlington Heights, IL 60005



DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)

Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Handwritten **Seller's Disclosure (initial each of the following which applies)**

_____ (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain)

_____ (b) Seller has provided the purchaser with all available records and reports pertaining to elevated radon concentrations within the dwelling.

SMA (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.

SMA (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

PK (e) Purchaser has received copies of all information listed above.

PK (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

CH (g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Handwritten Seller *Susan M. Ayers*
Seller _____
Sensat Purchaser *Ken*
Purchaser _____
Agent _____
Agent _____

Date *June 7, 2012*
Date _____
Date *June 14, 2012*
Date _____
Date _____
Date _____

Property Address *1605 E. Central #111B*

City, State, Zip Code *Arlington Heights, IL 60005*

DANA POINT CONDOMINIUM:

RIDER TO WRITTEN LEASE AGREEMENT

1519 East Central Road
Arlington Heights, Illinois 60005
847-228-5176

This Rider is added to the attached lease in accordance with the Rules and Regulations of the DANA POINT CONDOMINIUM ASSOCIATION. By this Rider the undersigned parties acknowledge expressly that every lease and the parties so noted shall be subject in all respects to the provisions of the Declaration, By-Laws and Rules and Regulations of the Association and any failure by the lessee (renter) to comply with the terms thereof shall be a default under this lease.

The Board of Managers of the DANA POINT CONDOMINIUM ASSOCIATION shall be entitled to pursue all available legal and equitable remedies in the event of any such default. No rights of the Board of Managers shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

In accordance with the Rules and Regulations of the Dana Point Condominium Association, I (~~we~~) hereby submit to the Association this RIDER TO LEASE Lease, Unit # 1116 at 1605 E. Central Road, Arlington Heights, Illinois, 60005.

▪ Lessor #1 Signature: *Aurora M. Reyes* Date 6-4-'12

▪ Lessor #2 Signature: _____ Date _____

▪ Lessee #1 Signature: *K.D.* Date 6-14-12

▪ Lessee #2 Signature: _____ Date _____

NOTE: A signed copy of the original of said lease and a signed copy of this Rider must be given to the Board of Directors or its Managing Agent for the Association Resident Files in accordance with the Rules and Regulations of the Association.

Prudential Starck, Realtors
EXCLUSIVE RENEWAL AGREEMENT

I, (We), the undersigned, hereby grant exclusive renewal rights to Prudential Starck, Realtors, 300 W. Golf Road, Mount Prospect, Illinois 60056, for the renewal of my (our) property, Unit 1118 in building 4 at 1605 East Central Road, Arlington Heights, Illinois 60005, at a rental of \$ 850.00 per month, for a period of 30 days, beginning 6-4-12 and ending 7-3-12.

Prudential Starck, Realtors, will receive a commission of \$250.00 to be paid in full at time of the execution of lease. No amendment or alterations in the terms hereof with respect to the amount of commission or with respect to the time of payment of commission shall be valid or binding unless made in writing and signed by the parties hereto.

It is understood that Prudential Starck, Realtors, will put forth its best effort on behalf of the rental of the above unit. PSR will perform those services set forth in Section 15-785 of the Act. (1) accept deliver of and present to the client all offers and counter offers to buy, sell or lease the client's property or the property the client seeks to purchase or lease; (2) assist the client in developing, communicating, negotiating, and presenting offers, counteroffers and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and (3) answer the client's questions relating to the offers, counteroffers notices and contingencies.

It is illegal for either the owner or the broker to refuse to display or sell to any person because of one's membership in a protected class, e.g.: race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, or any other class protected by Article 3 of the Illinois Human Rights Act.

SUSAN M. Ayers
Landlord's Name (Print)

Susan M. Ayers 6-4-12
Landlord's Signature Date

Landlord's Name (Print)

Landlord's Signature

625 S. Walnut
Arlington Hts. IL 60005
Landlord's Address (if different from Property)

Landlord's Email

Prudential Starck, Realtors, Broker

Carol W. Guydan 6/7/12
Managing Broker's Signature/Prudential Starck, Realtors Date

CAROL W. GUYDAN
Name of Landlord's Designated Agent(s) (Print) Date

Carol W. Guydan

1-847-727-2394
Designated Agent(s) Mobile Phone

cguydan@starckrealtors.com
Designated Agent(s) E-Mail

300 W. Golf Road, Mount Prospect, Illinois 60056
(847) 255-3900 / Fax: (847) 255-3936