

**PROFESSIONAL LEASING SERVICES
7227 N University St Peoria, IL 61614
LEASE AGREEMENT**

THIS LEASE (**Intended to be a legal and binding Real Estate Contract**) made in duplicate this the day of 11/30/2022 between Professional Leasing Services, INC, Agent of Landlord/Owner, ("Landlord") and Emily & Luke Duda undersigned. ("Tenant")(s), acknowledges and understands that Professional Leasing Services, INC is either the property owner or the agent of the property owner and not a tenant agent.

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in County, Illinois, such real property having a street address of 6831 N Terra Vista Drive Unit 903 Peoria, IL 61614 an apartment, (hereinafter referred to as the premises.)

WHEREAS, Landlord desires to lease the Premises (being the apartment only and not the entire premises) to Tenant upon the terms and conditions as contained herein;

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** *** A 60 day written notice is required by or before the 1st day of the month even with a set expiration date***. Subject to paragraph 4 below, Landlord leases to Tenant and Tenant leases from Landlord the above-described Premises together with any and all appurtenances thereto, for a term of 12 Months months, such term beginning on 1/1/2023 and ending at 11:59 PM local time on 12/31/2023. Upon expiration of the original lease it will be assumed thereafter to renew for an additional 12 month term, unless a mutually agreeable renewal agreement is signed by the parties.

2. **RENT.** The rent during the term hereof is \$700.00 per month plus an additional \$0.00 per month for a garage rental, for water if applicable \$0.00 Monthly Pet Fee 0.00: totaling \$700.00 per month, the first month's rent being prorated and due on the date of execution of this Lease, and subsequent rent payments being payable on the first day of each month, in advance, starting the month immediately after execution of this Agreement. All such payments shall be made to Landlord at Landlord's address as set forth herein on or before the due date and without demand.

3. **SECURITY DEPOSIT.** Tenant shall deposit with Landlord the sum of \$1,250.00, receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during or after the term hereof. Landlord, in Landlord's sole discretion, may apply the security deposit to unpaid rent, but shall not be required to do so.

4. **EARLY TERMINATION.** Tenant shall have, upon sixty (60) days' prior written notice to Landlord, the right to terminate this Agreement at any time provided:

(a) All accrued and unpaid rent is paid at the time notice of termination is given and at the time Tenant vacates the Premises;

(b) An amount equal to two (2) months' rent is paid at the time notice of termination is given;

(c) Tenant leaves the Premises in as good condition as shown on the Move-In Report, reasonable wear and tear excepted; and

(d) Any security deposit to be returned within 30 days of move out.

Termination shall not be effective unless all of these conditions are met.

Landlord reserves the right to terminate this Agreement should Tenant be late three (3) or more times in payment of rent.

5. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of, exclusively, Emily Duda and Luke Duda a residence, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a residence. Tenant shall not allow any other person, other than Tenant's immediate family or overnight (up to three nights) transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

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6. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenable condition and further expressly states that no mold exists in the Premises.

7. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sublet or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

8. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on or in the Premises or construct any building or make any other improvements on or in the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on or in the Premises at the expiration or earlier termination of this Agreement.

9. **PAINTING AND WALLPAPER.** Tenant shall not paint or permit the painting of any portion of the Premises or wallpaper or permit anyone to wallpaper the Premises, without prior written consent of the Landlord. Tenant further understands that nothing is permitted to be attached to or any holes put in wallpapered walls.

10. **AWNINGS, SHADES RADIO & TV ANTENNAS, ETC.** No awnings or other projections except such as are installed by the Landlord shall be attached to the outside or other parts of the building; no blinds, shades, screens, attachments or contrivances of any kind shall be attached to, hung in, or used in connection with window or door or patio of the Premises, nor shall Tenant install or use any radio or television antenna other than the central television antenna installed in the Premises by the Landlord, without prior written consent of the Landlord. No signs or other advertising matter shall be placed upon or in windows, halls, doors or outside of buildings.

11. **BALCONIES.** Absolutely no laundry, clothing, rugs or other items are to be hung on or upon the exterior of any building. No clothes line, clothes rack or any other device may be used to hang such items on any balcony or window. Flower boxes are prohibited on the balconies and patios without prior written consent of the Landlord.

12. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

13. **PARKING RESTRICTIONS.** Tenant shall park in spaces designated by the Landlord for Tenant's use, and shall not interfere with the parking spaces of other Tenants. Washing, minor repairing or lubricating of vehicles will be permitted only in those areas designated by Landlord for Tenants' use of such activities. The parking of boats, trailers, campers or abandoned or disabled vehicles of any type is not permitted.

14. **WATER BEDS OR OTHER FLOTATION DEVICES.** The placement of water beds or any other flotation devices in any unit is prohibited.

15. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, hazardous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company. Tenant shall indemnify and hold harmless Landlord from same

16. **UTILITIES. Tenant shall be responsible for arranging for and paying for all utility services required on the Premises - required services can vary based on property and type, ex. Houses, Apartment Communities and Duplexes. Check with your leasing specialist.**

17. **MAINTENANCE AND REPAIR.** Landlord shall reasonably:

- (a) Comply with all the requirements of applicable building and housing codes materially affecting health and safety.
- (b) Make all repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition, unless such repairs are necessitated by Tenant or Tenant's guests, invitees, agents, or inhabitants.
- (c) Keep all common areas of the Premises in a clean and safe condition, and Landlord shall not be liable for any injury caused by and objects or materials which belong to, or which may have been placed by a Tenant in the common areas of the Premises used by Tenant.

- (d) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances supplied or required to be supplied by Landlord.
 - (e) Provide and maintain appropriate receptacles and conveniences, accessible to Tenant, for the central collection and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the Premises, and arrange for their removal.
 - (f) Supply running water and reasonable amounts of hot water at all times and reasonable heat, except where the building that includes the Premises is not required by law to be equipped for that purpose or the Premises is so constructed that heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by direct utility connection.
- Tenant shall:
- (a) Comply with obligations primarily imposed upon Tenants by applicable provision of building and housing codes affecting health and safety.
 - (b) Clean and maintain the Premises in as good condition as shown in the Move-In Report.
 - (c) Dispose from the Premises all rubbish, garbage and other waste in a clean, safe, and timely manner.
 - (d) Keep all plumbing fixtures in the Premises or used by Tenant as clean as their condition permits.
 - (e) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances in the Premises.
 - (f) Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises, or knowingly permit any person to do so.
 - (g) Conduct himself or herself and all guests, invitees, agents, and inhabitants in a manner that will not disturb any other persons' peaceful enjoyment.
 - (h) Not allow children to play in common hallways.
 - (i) Be responsible for repair and maintenance of all glass windows and screens.
 - (j) Install proper window coverings within thirty (30) days of move-in, and maintain same in good condition.
 - (k) Periodically test all battery operated smoke and carbon monoxide detectors, replace batteries and promptly notify Landlord if detectors fail to respond to testing.
 - (l) Promptly notify Landlord of any water leaks, sewer backups, or other failures in the Premises or common areas that may cause material damage to the Premises or building.
 - (m) **Perform lawn care, snow removal and maintain that gutters are free of leaves - Houses and Duplex only.**

18. **LAUNDRY.** Tenant shall be entitled to install laundry facilities afforded by Landlord. Landlord assumes no responsibility for loss or damage that might arise from the use of the laundry rooms or equipment or for any injury sustained by the use thereof.

19. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Agreement. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

20. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Agreement. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

21. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not



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limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

22. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof.

23. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements expected.

24. **ANIMALS. NO ANIMALS OF ANY KIND SHALL BE ALLOWED WITHOUT PRIOR WRITTEN CONSENT OF THE LANDLORD. IF ANY ANIMAL IS FOUND TO BE IN THE UNIT WITHOUT LANDLORD CONSENT, THE RESIDENT ACKNOWLEDGES AND AGREES TO PAY A FINE OF \$2000 AND MAY FACE EVICTION. PROPERTIES THAT DO ALLOW ANIMALS HAVE WEIGHT AND BREED CONDITIONS THAT MUST BE REVIEWED WITH LEASING SPECIALIST PRIOR TO OBTAINING A PET AGREEMENT AND APPROVAL.**

25. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

26. **SMOKE FREE BUILDING.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household shall be designated as a smokefree living environment. Tenant and members of Tenant's household shall not smoke anywhere in the apartment unit rented by Tenant, including any associated common areas.

27. **THIRD-PARTY MANAGEMENT.** Landlord shall have the right to have any third-party property manager manage the Premises and Tenant waives the right to enforce against Landlord any claims against the third-party manager.

28. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

29. **DEFAULT.** If Tenant fails to comply with any provision of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within ten (10) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Agreement by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for five (5) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

30. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within five (5) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of fifty dollars (\$50) on the 6th, an additional fifty dollars (\$50) on the 15th if the rent is not paid and up to an additional seventy five dollars (\$75) if the rent is not paid by the last day of the month.

31. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

32. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including but not limited to the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

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33. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office.
34. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Illinois.
35. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
36. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
37. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
38. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
39. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
40. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
41. **ADDITIONAL RULES AND REGULATIONS.** There may be additional rules and regulations attached hereto as Appendix A, which are made part hereof and incorporated herein. Tenant and any other permissible occupants, including those shown in Paragraph 4, shall comply with those rules and regulations.
42. **NOTICE.** Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to: If to Tenant to:

Professional Leasing Services, LLC
7227 N University St
Peoria, IL 61614

Landlord shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the Tenant. In addition, Landlord may provide notice to Tenant by posting notice upon the front door of the Premises.

43. **NON-DISCRIMINATION; EQUAL HOUSING.** Landlord does not discriminate on the basis of gender, race, national origin, familial status, orientation, or any other protected class. Further, Landlord provides equal housing opportunities.

44. **DISCLOSURES.** Landlord discloses that it is a licensed real estate agent and/or broker in the State of Illinois. Landlord is not acting as the Tenant's agent and Tenant acknowledges that Landlord has not acted as his or her agent.

Dated and agreed in Peoria, Illinois on the date first listed above.

TENANT:

LANDLORD:

Professional

By: _____ Des

Alyson VanZant

12/11/2022 8:42:10 PM

Emily Duda

Signature