

Illinois Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Illinois Residential Lease ("Agreement") is between {TenantNames} (collectively, the "Tenant") and {PropertyManagerEntity} ("Landlord"). Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} ("Premises").
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of the Agreement begins on {StartDate}, and it ends at 11:59 p.m. on {EndDate} ("Agreement Term"). Landlord and Tenant intend for this Agreement to be for a definite term.
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.
8. **SECURITY DEPOSIT.**
 - A. **Amount** Tenant shall deposit with Landlord the amount of \${SecurityDeposit} as a security deposit against any breach of this

Agreement by Tenant.

- B. **Allowable Charges.** Landlord may apply the security deposit toward any breach of this Agreement including but not limited to damage to the Premises, any of the buildings, common areas, parking areas, furniture, fixtures, carpet, or appliances; abandonment of the Premises; nonpayment of rent; late charges; and attorneys' fees. Landlord shall not apply the security deposit to ordinary wear and tear. Tenant shall not apply the security deposit to the last month's rent or any other charges.
- C. **Interest.** Per 765 ILCS 715 et seq, if the Premises is in a building of **at least 25 units**, Landlord shall pay interest to Tenant on any deposit held by Landlord for more than six months. Within 30 days after the end of each 12-month rental period, Landlord shall pay Tenant any interest that has accumulated to an amount of \$5 or more, by cash or credit to be applied to rent due, except when Tenant is in default under this Agreement. Landlord shall pay all interest that has accumulated and remains unpaid, regardless of the amount, upon termination of the tenancy. The interest rate shall be equal to the interest paid by the largest commercial bank, as measured by total assets, having its main banking premises in Illinois on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of this Agreement on any deposit held by Landlord for more than 6 months. If Landlord willfully fails or refuses to pay the interest required by law shall, upon a finding by a circuit court that Landlord has willfully failed or refused to pay, be liable for an amount equal to the amount of the security deposit, together with court costs and reasonable attorneys' fees.
- D. **Return Of Security Deposit.** Prior to move-out, Tenant shall provide Landlord with a forwarding address. Per 765 ILCS 710, if Landlord does not intend to impose a claim against the security deposit, Landlord shall return Tenant's security deposit in full, along with any applicable interest, within **45 days** after Tenant vacates the Premises. If Landlord intends to impose a claim against the security deposit, within **30 days** after Tenant vacates the Premises, Landlord shall provide Tenant with an itemized statement of the damage allegedly caused to the Premises and the estimated or actual cost for repairing or replacing each item on that statement, and attach the paid receipts, or copies thereof, for the repair or replacement. If the Landlord utilizes its own labor to repair any damage caused by Tenant, Landlord may include the reasonable cost of its labor to repair such damage. If estimated cost is given, Landlord shall furnish Tenant with paid receipts, or copies thereof, within **30 days** from the date of the statement showing estimated cost was furnished to Tenant, along with the balance of the security deposit and any applicable interest.
- E. **Penalty.** Per 765 ILCS 710, upon a finding by a circuit court that Landlord has refused to supply the itemized statement required by this section, or has supplied such statement in bad faith, and has failed or refused to return the amount of the security deposit due within the time

limits provided, Landlord shall be liable for an amount equal to twice the amount of the security deposit due, together with court costs and reasonable attorneys' fees.

9. KEYS.

- A. **Keys Provided.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.
- B. **Change Of Locks.** Per the procedures described in 765 ILCS 750/20, upon written notice from all tenants who have signed this Agreement, Tenant may request that Landlord change the locks of the Premises if one or more of the tenants reasonably believes that one of the tenants or a member of Tenant's household is under a credible imminent threat of domestic or sexual violence.

10. UTILITIES.

- A. **Responsibilities.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
- B. **Notice To Tenant When Meter Serves Area Outside Premises.** Per 765 ILCS 735, Tenant shall not be responsible for direct payment for utility service to the utility company if the billing includes any service to common areas of the building or other units or areas used or occupied by persons other than Tenant and those occupying the Premises with Tenant on the utility account, unless, before offering an initial lease or a renewal lease, accepting a security deposit, or otherwise entering into an agreement with the Tenant to let the Premises:
 - i. Landlord provides Tenant with a written statement setting forth the specific areas of the building and any appurtenances that are served by the meter that will be in Tenant's name and the nature of the utility uses of those areas, including any that have not been reflected in past utility company billings but that may arise (such as the rental of a neighboring unit that has been vacant, the installation of washers and driers in the basement, or the use of the garage for mechanics);
 - ii. Landlord provides Tenant with copies of the utility bills for the unit for the previous 12 months, unless waived by Tenant in writing;
 - iii. Landlord neither suggests nor requires Tenant to collect any money for utility bills from neighboring tenants whose utility

usage will be reflected in Tenant's utility company billings; and

- iv. Landlord sets forth in writing the amount of the proposed rent reduction, if any, that is offered to compensate for Tenant's payments for utility usage outside of Tenant's unit.

C. **Disclosure Of Utility Payments Included In Rent.** Per 765 ILCS 740, Landlord shall not demand payment for master metered public utility services pursuant to a lease provision providing for Tenant payment of a proportionate share of public utility service without Landlord first providing Tenant with a copy in writing either as part of the lease or another written agreement of the formula used by Landlord for allocating the public utility payments among the tenants. The total of payments under the formula for the building as a whole for a billing period may not exceed the sum demanded by the public utility. The formula shall include all those that use that public utility service and may reflect variations in apartment size or usage. Landlord shall also make available to Tenant upon request a copy of the public utility bill for any billing period for which payment is demanded.

11. **SMOKING.** Smoking {Smoking} permitted in the Premises.

12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.

13. **NOTICE TO QUIT AND HOLDOVER.**

A. **Notice.** At least **30 days** prior to the end of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.

B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:

i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days'** written notice to Tenant.

ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.

C. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord **double the monthly rental amount of** \${MonthlyRent}, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, Tenant shall be responsible for any further losses and/or costs incurred by Landlord as determined by a proceeding before any court of competent jurisdiction.

14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant 30 days prior to the end of the Agreement Term.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis. During such delay, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.
17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
18. **MAINTENANCE RESPONSIBILITIES.**
 - A. **Landlord's Responsibilities.** Landlord warrants that the Premises is fit for human habitation, as provided under Illinois law. Landlord shall comply with all applicable building and housing codes materially affecting health and safety, and shall make all repairs and do whatever is necessary to keep the Premises in a fit and habitable condition. If a defective condition is caused by the misconduct of Tenant, a member of Tenant's household, a guest or invitee of Tenant, or a person under Tenant's direction or control, such condition shall not constitute a breach of Landlord's obligations under this paragraph.
 - B. **Tenant's Responsibilities.** Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises or surrounding property, nor permit any person under Tenant's direction or control to do so. Tenant shall:
 - i. comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations;
 - ii. keep the Premises clean, sanitary, and in good condition;
 - iii. notify Landlord immediately of any defects, maintenance issues, or dangerous conditions of which Tenant becomes aware;
 - iv. be responsible for cleaning and routine maintenance;
 - v. dispose promptly of all rubbish, garbage, and other waste; and
 - vi. properly use and operate any electrical, gas, and plumbing

fixtures and keep them as clean and sanitary as their conditions permit.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

20. **REPAIRS AND ALTERATIONS.**

- A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Tenant's Repair And Deduct Remedy.**

- i. In General. Per 765 ILCS 742/5, if a repair is required under this Agreement or required under a law, administrative rule, or local ordinance or regulation, and the reasonable cost of the repair does not exceed the lesser of \$500 or one-half of the monthly rent, Tenant may notify Landlord in writing by registered or certified mail or other restricted delivery service to the address of Landlord or an agent of Landlord as indicated in this Agreement of Tenant's intention to have the repair made at Landlord's expense. If Landlord fails to make the repair within 14 days after being notified by Tenant as provided above or more promptly as conditions require in the case of an emergency, Tenant may have the repair made in a workmanlike manner and in compliance with the appropriate law, administrative rule, or local ordinance or regulation. Emergencies include conditions that will cause irreparable harm to either the Premises or any fixture attached to the Premises if they are not immediately repaired or conditions that pose an immediate threat to the health or safety of any occupant of the Premises or any common area. After submitting to Landlord a paid bill from an appropriate tradesman or supplier unrelated to Tenant, Tenant may deduct from its rent the amount of the bill, not to exceed the limits specified by this paragraph and not to exceed the reasonable price then customarily charged for the repair. If not clearly indicated on the bill submitted by Tenant, Tenant shall also provide to Landlord in writing, at the time of the submission of the bill, the name, address, and telephone number for the tradesman or supplier that provided the repair services. Tenant may not repair at Landlord's expense if the condition was

caused by the deliberate or negligent act or omission of Tenant, a member of Tenant's family, or another person on the Premises with Tenant's consent.

- ii. Exceptions. This remedy does not apply to the following:
 - a. public housing as defined in Section 3(b) of the United States Housing Act of 1937;
 - b. condominiums;
 - c. not-for-profit corporations organized for the purpose of residential cooperative housing;
 - d. tenancies other than residential tenancies;
 - e. owner-occupied rental property containing six or fewer dwelling units; or
 - f. any dwelling unit that is subject to the Illinois Mobile Home Landlord and Tenant Rights Act.
- iii. Tenant's Responsibilities. Tenant is responsible for ensuring that:
 - a. the repairs are performed in a workmanlike manner in compliance with the appropriate law, administrative rule, or local ordinance or regulation;
 - b. the tradesman or supplier that is hired by Tenant to perform the repairs holds the appropriate valid license or certificate required by State or municipal law to make the repair; and
 - c. the tradesman or supplier is adequately insured to cover any bodily harm or property damage that is caused by the negligence or substandard performance of the repairs by the tradesman or supplier.

Tenant is responsible for any damages to the property caused by a tradesman or supplier hired by Tenant.

- C. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

- 21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:
 - A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
 - B. damages the Premises, common areas, or surrounding property; or

C. disturbs the peace and quiet of any other tenant or nearby resident.

22. RULES AND REGULATIONS.

A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises.

They are enforceable against Tenant only if:

- i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
- ii. they are reasonably related to the purpose for which they are adopted;
- iii. they apply to all tenants in the property in a fair manner;
- iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;
- v. they are not for the purpose of evading the obligations of Landlord; and
- vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.

B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.

23. EXTENDED ABSENCES. Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

24. ABANDONMENT.

A. **Evidence of Abandonment.** Tenant's abandonment of the Premises may be evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by Tenant, the extended absence of Tenant while rent remains unpaid, or any evidence which would cause a reasonable person to believe that Tenant had permanently surrendered possession of the Premises.

B. **Mitigation of Damages.** If Tenant abandons the Premises, Landlord shall make reasonable efforts to rent it at market rate. If Landlord rents the Premises for a term beginning before the expiration of the Agreement Term, this Agreement terminates as of the date of the new tenancy. If Landlord fails to use reasonable efforts to rent the Premises at market rate or if Landlord accepts the abandonment as a surrender, this Agreement is deemed to be terminated by the Landlord as of the date Landlord has notice of the abandonment.

C. **Personal Property.**
Landlord shall consider any personal property left on the

Premises to have been abandoned. Landlord may dispose of all such personal property in any manner Landlord shall deem proper, and Tenant hereby relieves Landlord of all liability for doing so.

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25. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** So long as Tenant is not in default under this Agreement, Tenant is entitled to quiet enjoyment of the Premises. Landlord may enter the Premises for the following purposes:
- A. to inspect the Premises and determine Tenant's compliance with the terms of the Agreement;
 - B. to show the Premises to a prospective tenant, purchaser, or lender;
 - C. to estimate repair costs;
 - D. to prevent waste;
 - E. to prevent excessive noise or disturbances; or
 - F. to make any repairs, additions, or alterations.

Except in cases of emergency, Tenant's abandonment of the Premises, court order, or where it is impracticable to do so, Landlord shall give Tenant notice of at least **24 hours** before entering the Premises.

26. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.
27. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.
28. **GROUND'S FOR TERMINATION OF THE TENANCY.**
- A. **Termination By Landlord.** Landlord may terminate this Agreement if:
 - i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
 - ii. Tenant misrepresents any material fact on Tenant's rental application;

- iii. Tenant or an occupant is charged with having committed an offense on the property constituting a Class X felony under the laws of Illinois and grand jury found probable cause at a preliminary hearing per 765 ILCS 705/5; or
- iv. otherwise provided by law.

B. Termination By Tenant. Tenant may terminate this Agreement if:

- i. Tenant (or any member of Tenant's family who resides with Tenant at the Premises) is a military service member that has entered military service for a period greater than 29 consecutive days, and while in military service, receives military orders for a permanent change of station or to deploy with a military unit or as an individual in support of a military operation for a period of not less than 90 days, per 765 ILCS 705/16;
- ii. Landlord does not pay for utility services obligated to Landlord by this Agreement, per 765 ILCS 735/1; or
- iii. otherwise provided by law.

29. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
30. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
31. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose. **However, Landlord may not disclose to a prospective landlord that Tenant or a member of Tenant's household exercised his or her rights under the Illinois Safe Homes Act, 765 ILCS 750 et seq, or any information provided by Tenant or a member of Tenant's household in exercising those rights.**
32. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
33. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this

Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:

A. To Tenant: the Premises, or at Tenant's last known address

B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}

34. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
{AdditionalProvisions}

35. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees and costs.

36. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.

37. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

38. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.

39. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

40. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

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