

**LEASE AGREEMENT**

Savannah Homes, LLC

PO Box 363. Savoy, IL 61874 \* (217) 621-0429

| Date Signed | 8:00 A.M.<br>Lease Beginning | 5:00 P.M.<br>Lease Ending | Monthly<br>Rent | Washer/Dryer<br>Monthly Rent | <b>Total<br/>Monthly</b> | Date Due                          | Security<br>Deposit |
|-------------|------------------------------|---------------------------|-----------------|------------------------------|--------------------------|-----------------------------------|---------------------|
|             |                              |                           |                 |                              |                          | 1 <sup>st</sup> of every<br>month |                     |

This lease agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between, **Savannah Homes, LLC.**, the owner of the premises, described below, said Owner being hereinafter referred to as "Lessor", and \_\_\_\_\_ hereinafter referred to as "Resident" or "Lessee".

Witnesseth, that Owner, in consideration of the rent to be paid and the covenants and agreements to be performed by Resident, does hereby rent the following described premises, to wit: Situated in the City of Champaign County of Champaign and State of Illinois. known as \_\_\_\_\_, Champaign, IL 61820

**TERMS AND PAYMENTS**

Resident agrees to occupy said premises from 8:00 a.m \_\_\_\_\_ to 5:00 p.m. \_\_\_\_\_ and agrees to pay without demand the monthly rental amount of \$ \_\_\_\_\_. Rent is due on or before the 1<sup>st</sup> of each and every month until the end of the lease term.

Tenant will pay on the 1<sup>st</sup> of every month thereafter.

Any and all payments to be paid by the Resident under this agreement are to be paid to:

**Savannah Homes, LLC at P.O. Box 363, Savoy, IL 61874** or such other place as shall be designated.

All payments are to be made in certified check or money orders or other method approved by the Owner or Agent.

**LATE CHARGE**

In the event the Resident pays any monthly installment after the \_\_\_\_\_<sup>3rd</sup> day of the month, there will be a late charge of \$25.00 for rent not received on the \_\_\_\_\_<sup>3rd</sup> day of the month, with an additional \$5.00 per day thereafter until said rent is paid in full. Rent mailed in shall be deemed paid on the date of receipt by lessor. This late charge provision, however, shall in no way restrict the Owner's option to declare a default and proceed as otherwise provided for herein or by law or waive Owner's right to claim

**1. SECURITY DEPOSIT.** Resident has deposited with the Owner or Agent a Security Deposit in the amount of \$ \_\_\_\_\_.

Security Deposit is to guarantee the return of the premises to the Owner in the same or better condition as when accepted by the Resident, reasonable wear excepted. The Security Deposit is to indemnify Owner against damage and/or loss of value as a result of Resident's action, mistake, or inaction during the term of occupancy. The Security Deposit may not be applied by the Resident as and for payment of any rent due the Owner prior to the vacation of the premises by the Resident. Should the Resident be responsible for damage and/or loss of value to the premises greater than the value of the Security Deposit, Resident agrees to reimburse the Owner for such loss immediately upon presentation of a bill for said damage and/or loss.

**2. NOTICE TO TERMINATE AND RENEWAL.** Resident agrees to surrender possession of said premises to Owner upon termination of the lease, unless this lease is renewed. Resident acknowledges that landlord will need to know no later than March 1<sup>st</sup>, 2016 and on the same date every year thereafter if the lease is renewed if resident wishes to renew the lease. If resident fails to respond by said date, landlord will assume that resident will not renew the lease. Resident agrees that during the term of the occupancy of the premises to maintain and keep the same and the contents furnished by the owner in as good and repair condition as when they took possession of the same, normal wear and tear excepted. Under no circumstances shall a dirty or broken condition of the premises, appliances or fixtures be considered to have resulted from reasonable wear. If Resident or their guests damage the leased premises or any contents prior to the termination of the lease, the Resident agrees to immediately reimburse the owner for the costs thereof. Failure or refusal to do so by Resident will constitute a breach or default of the terms of this lease.

**3. EXAMINATION OF PREMISES.** Resident has examined the premises and has accepted same as habitable and satisfactory. Resident shall have 72 hours after entering the premises in which to examine same for defects or damages and report said findings to the Owner or Owner's agent. Resident while residing in said premises shall observe and act in accordance with all Rules and Regulations attached hereto and made a part hereof as if fully rewritten herein.

**4. MAINTENANCE.** Resident agrees to call the Owner or Owner's agent for the purpose of reporting repair or maintenance problems. Owner or Owner's agent agree to take care of repair or maintenance requests within a reasonable time. Major problems will be rectified at the earliest possible time. Resident is responsible for all maintenance of smoke alarms, carbon monoxide and fire extinguishers, if any, in the house. This means Resident is responsible not only for the maintenance of these items but to make sure that the smoke alarm and carbon monoxide has working batteries and the fire extinguisher is filled. Resident knowingly and willingly elects and agrees to maintain and repair such items.

**AFTER HOURS LOCKOUTS:** If Resident locks him/herself out of his/her apartment after hours (before 8 am and after 5pm Monday-Friday and any time during the weekend or during a national holiday) and has to call the Owner or Owner's Agent, Resident agrees to pay a \$25 lockout fee at the time of service.

**5. RESIDENT'S RESPONSIBILITY.** The Resident Shall:

1. Keep that part of the premises that he occupies and uses safe and sanitary;
2. Dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner;
3. Keep all plumbing fixtures in the dwelling unit or used by resident as clean as their condition permits;
4. Use and operate all electrical and plumbing fixtures properly;
5. Comply with the requirements imposed on residents by all applicable state and local housing, health, and safety codes;
6. Personally refrain, and forbid any other person who is on the premises with his permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or other part of the premises.
7. Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by the owner and required to be maintained by the resident under the terms and conditions of this rental agreement; owner will do any necessary repairs.
8. Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of the premises;
9. Resident is responsible for snow and ice removal.
10. the resident shall not unreasonably withhold consent for the owner to enter on the premises in order to inspect said premises, make ordinary, necessary, or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the premises to prospective or actual purchasers, mortgages, other residents, workmen or contractors.
11. If tenant decides to not renew the lease, the landlord has the right to start scheduling showings of the property to prospective tenants. Landlord will notify tenant 24 hours in advance prior to showing the home. Tenant agrees to make every effort to keep the home clean and organized during the showings and to remove or cage any pets. It is recommended that the tenant not be present during the showings. Homes usually get rented faster when the person that lives there is not present as prospective tenants don't feel uncomfortable.
12. The resident acknowledges that he/she is legally responsible for maintaining the lawns and landscaping and will be held liable for any damage caused by lack of water, abuse, or neglect. The resident is also responsible for mowing the premises and keeping the grass under 6" at all times. If resident does not mow the yard as agreed, the owner has the right to have the property mowed and bill the tenant for the expense. Resident can elect to hire the landlord to perform such work and landlord will provide a price based on size of yard.
13. Resident agrees to maintain the landscaping by trimming bushes, pulling weeds, and cleaning flower beds at least once in the spring and once in the fall season. Resident may elect to hire landlord to perform such work. The cost will be \$100 for each visit (spring & fall). Resident is also responsible for raking leaves. Resident may elect to hire landlord to collect the leaves. The cost will be \$75-\$100 per visit depending on the size of yard and amount of leaves. Please notify landlord by sending an email if you are interested in such services. Note: The landlord is responsible for cleaning the gutters at the landlord's expense.
14. If the residence has a working fireplace and/or woodstove and the tenant would like to use it, the tenant agrees to have the chimney inspected & cleaned **prior to using it** once a year by a chimney sweep contractor and the tenant is responsible for the cost of such inspection. A receipt must be furnished to landlord prior to using the chimney.

**6. OWNER'S LIABILITY.** Owner shall not be liable for any damages or losses to the person or property caused by anyone not under the direct control and specific order of the Owner, Owner shall not be liable for personal injury or damage or loss of resident's personal property from theft, vandalism, fire, water, rainstorms, smoke, explosions, sonic booms or other causes not within the direct control of the Owner and Resident hereby releases Owner from all liability for such damage. (If protection against loss is desired it is suggested that Resident secure insurance coverage from a reliable company.) Owner shall not be responsible for any damage or injury caused by the failure to keep the premises repaired if the need for said repair was not communicated to the Owner or Owner's Agent by the Resident and was not reasonable within the knowledge of either the Owner or Agent. Owner shall not be liable for damages if Resident is unable to occupy the above premises as of the \_\_\_\_\_ day of \_\_\_\_\_ 2016 when Resident's inability is due to circumstances not within the control of the Owner or Agent. If the Owner or Agent is not able to deliver possession to the Resident within thirty (30) days of the date set forth above for the commencement of the term, Resident may cancel and terminate this agreement.

**7. UTILITY AND MISCELLANEOUS CHARGES.** Resident agrees to pay all charges and bills incurred for all utilities, including gas, electric, water, sanitary/sewer/storm water utility fee, and garbage which may be assessed or charged against the Resident or Owner for the premises during the term of this Rental Agreement or any continuation thereof. Please note that you will receive the sanitary/sewer/storm water utility bill from the owner. The resident will be responsible for paying them directly to the Sanitary District.

**8. ALTERATIONS.** Resident agrees not to make any alteration or paint or cover walls or surfaces of the rental premises with any material whatsoever without the prior written consent of the Owner or Agent.

**9. RE-RENTAL CHARGE.** If the Resident vacates the premises prior to fulfillment of this Agreement, additional charges over and above the monthly Rental amount, will be assessed to cover ALL cost incurred by the Owner Agent in the re-rental of this unit.

**10. EMINENT DOMAIN.** If all or any part of the premises is taken by, or sold under threat of, appropriation, this agreement will terminate as of the date of such taking or sale. The entire award or compensation paid for the property taken or acquired, and for damages to residue, if any, will belong entirely to the Owner and no amount will be payable to the Resident.

**11. PETS.** See pet addendum. There is a \$250 nonrefundable pet fee to be paid on move-in day

**12. ASSIGNMENT.** Resident may not assign this Rental Agreement or sublet the premises or any part thereof without the prior written consent of the Owner or Agent. Resident is responsible for showing and advertising in order to find a new tenant that will finish the lease. Owner will perform a credit check, rental history, and employment verification if tenant finds a new resident for the home. Owner has the final decision if new applicant will be approved. Current tenant is responsible for all rent payments and utilities until a new qualified tenant has been found or until the end of the lease (whichever is first). In addition, there will be a \$200 administrative fee.

**13. OCCUPANCY.** Resident agrees that the premises will be used for residential purposes only and will be occupied only by

The premises will not be used or allowed to be used for unlawful or immoral purposes, nor for any purposes deemed hazardous by Owner or Agent or Owner's insurance company because of fire or other risk.

**14. PROPERTY DAMAGE.** In the case of damage by fire or other casualty rendering the premises untenable, the Owner may at the Owner's option terminate this Lease or repair said premises within (30) days. Failure to do so repair, it will terminate this Lease without any further liabilities to Resident. There shall be no abatement of the stipulated rent or any part thereof, so long as the Resident shall retain possession of the premises or any part thereof. All Resident's personal property of any kind or description shall be kept in said leased premises at Resident's sole risk. Resident agrees that Owner or owner's agent shall not be liable for any damages or loss of Resident's personal property regardless of the source or cause of such damage or casualty.

**15. SCHEDULE "A"** shall become a permanent attachment to this lease.

**16. The following appliances will be provided:**

Stove, refrigerator, dishwasher (washer and dryer can be rented for an additional \$25/month).

**17. Payment of Real Estate Taxes** – Tenant shall be liable for the payment of real estate taxes with respect to the residence, in accordance with the terms and conditions of Section 200/15-175 of Chapter 35 Illinois Compiled Statutes, as amended (35 ILCS 200/15-175, (1994). The permanent real estate index number for the residence is \_\_\_\_\_ **Tenant shall be deemed to be fully satisfying Tenant's liability for said real estate taxes through the monthly rent payments as set forth above.** If requested, Tenant agrees to sign by December 31<sup>st</sup> 2016 and by the end of each subsequent year as long as this lease is being renewed, a leasehold homestead application that the landlord will provide. This form is needed by the Champaign County assessment's office in order for the home to receive a homestead exemption.

**BREACH OF CONTRACT:** In the event lessee(s) is in default of any of the terms or obligations of this Lease Agreement (which includes non-payment of rent, or any rules or regulations herein or hereafter adopted by the lessor for its buildings, its balconies, its courts, its drives, its parking areas or grounds) and lessor requests lessee(s) to vacate the premises as a result thereof or because of said default by lessee(s), lessor initiates a forcible entry and detainer action, by delivering a notice to vacate the premises to lessee(s) as prescribed by Illinois Law, or lessor(s) files a complaint in forcible entry and detainer with the court, or lessor is awarded a judgment order for restitution of the premises, the mere act of vacating the premises by lessee(s) as a result of any of the foregoing acts does not terminate the obligation of the lessee(s) to pay rent for the remainder of the rental period for which no rent has been paid. Lessee(s) remains liable to lessor for all rent and any other damages incurred until the end of the lease term or when the premises are re-rented, whichever event occurs first.

**GUARANTY.** For value received and to enable the Lessee listed in the foregoing lease to rent the premises described in the foregoing lease, the undersigned do hereby jointly and severally, guaranty the full and prompt payment and full and complete performance at all times during the term of the lease. We, the undersigned, jointly and severally, also agree to pay in addition hereto all costs, expense and reasonable attorney's fees at any time paid or incurred by the Lessor, its successors or assigns, in endeavoring to collect any such obligations due hereunder or under the terms of said lease. This guaranty shall be binding upon the undersigned, jointly and severally, and upon their heirs, legal representatives, successors and assigns.

THIS LEASE SHALL NOT BE BOUND BY ANY TERM, CONDITION, OR REPRESENTATION ORAL OR WRITTEN, NOT SET FORTH HEREIN.

LESSOR \_\_\_\_\_  
Savannah Homes, LLC/Manager

LESSEE \_\_\_\_\_

LESSEE \_\_\_\_\_

