

## Fixed term Lease Contract Agreement

### IT IS AGREED AS FOLLOWS:

LESSOR, Michael Markstahler, DBA Markstahler Properties, HEREBY LEASES TO LESSEE(S), **name(s) here**, THE PREMISES KNOWN AND DESCRIBED AS: **address**, Champaign, IL 61820.

As signatories to this lease, landlord and tenant affirm and assert the ten statements that follows are true and accurate.

- Michael Markstahler DBA Markstahler Properties has three designated signing agents who may legally bind him to the terms and conditions of this lease. They are Michael Markstahler, Janice Juraska, and Elizabeth Markstahler.
- Landlord's signing agent and tenant(s) are beyond their eighteenth birthday.
- Landlord's signing agent and tenant(s) affirm they are not under the influence of alcohol or drugs.
- Landlord's signing agent and tenant(s) are competent, meaning unencumbered by mental distress or a troubled state of mind.
- Tenant(s) have been afforded the opportunity to read and review this lease at their leisure, over time, and at length, as well as consult with others about it if necessary. Prior to this date, both landlord and tenant knew this lease is online at the website **rdi.properties** to be reviewed whenever landlord or tenant wanted to do so prior to signing.
- Landlord's signing agent and tenant(s) warrant that they have the necessary power and approval to enter into this Lease Agreement.
- Landlord's signing agent and tenant(s) warrant that they are not aware of anything in their reasonable control that will or could have an adverse effect upon their ability to perform their respective obligations under this Lease Agreement.
- Landlord's signing agent and tenant(s) confirm and affirm they are literate in the written language of English and have read, comprehend, and understand the meaning of all of this lease.
- Landlord's signing agent and tenant(s) enter into this lease agreement freely and willingly.
- By signing this lease, both landlord's signing agent and the tenant(s), affirm they are in complete understanding of the consequences of their action.

ALL SIGNATORIES AGREE TO BIND THEMSELVES EXCLUSIVELY TO THE SPECIFIC TERMS OF THIS LEASE BY THE ACT OF SIGNING THIS LEASE. The landlord and the tenant fully agree to be solely, without dispute, ruled by the specific terms and definitions of this lease and waive the use of all others. Further still, when there is a dispute as to meaning or intention then Illinois Contract Law shall rule. If this is silent or obscure, then the Oxford Dictionary of Current English 4th Edition shall rule for common language and Black's Law Dictionary 11<sup>th</sup> Edition shall rule for legal terms.

**Definition of terms used in this contract:** These definitions shall rule in any attempt to interpret or understand what they mean when used in this specific lease and shall not be overruled by other standards. Both landlord and tenant(s) agree these definitions shall be exclusively used and no others shall be used in any court proceeding that may stem from this lease contract.

**'Lease'** shall also be known as contract. Specifically, and solely, it is a fixed-term contract. It is **not** a year-to-year contract. Nothing in this contract shall be construed to implicitly or explicating imply or confer upon the lessee the right of obtaining a new contract.

**'Fixed term lease'** specifically fixes a tenancy to a specific amount of time with an absolute end and termination date. No promise, explicit or implicit, is made that the lease term may be extended. Extension of the lease term of this lease is strictly banned and forbidden. Any such extension implied or in writing shall be eternally null and void. Wherever used in this contract lease shall mean fixed term lease exclusively.

**'Landlord'** shall also be known as lessor. During the term of this lease, Landlord may also mean staff or independent contractors engaged by the Landlord. These would be limited to the purpose of showing the units for leasing, inspections, bank appraisals, for maintenance, service of legal papers or, in the event the property was listed for sale, realtor's showings.

**'Tenant'** shall also be known as lessee. Henceforth Tenant shall be understood to be both singular and plural, representing one or several tenants in like manner.

**'Occupy' (also Occupied and Occupancy)** Occupancy is proven by tenant showing and demonstrating actual, open and notorious, exclusive, adverse and continuous control of the property. Leaving of personal possessions in a property or having mail or packages addressed to the tenant delivered to the property shall not qualify as a sufficient definition or proof of occupancy.

**'Abandon'** and **'abandoned'** shall mean any one or more of the following and any one or more of the following shall be sufficient to meet the definition of abandon or abandoned:

- a. Any of the utilities for which the tenant is responsible have been turned off
- b. Any entry doors are left unlocked for a time longer than twenty-four hours
- c. If rent is late as defined below and the domicile is not occupied for a period of five consecutive days subsequent to the rent being late.

**'Vacate'** shall mean that date stated in the lease as the end day and time of the lease. This is also known as the date the legal 'Right of Occupancy' has terminated. Vacate shall also mean any time before the end of the lease when the unit has been abandoned.

**'Rent'** shall also be known as a specified periodic contractual obligation to make a payment as detailed below.

**'Month'** shall mean any one of the twelve calendar months, except for July and August. The month of July is to mean July first through noon central time on the 30<sup>th</sup> of July. The month of August is to mean 1 p.m. central time on August first through the end of the month.

**'Day'** shall mean any of the days of the year and shall not be modified by holidays or weekend days. A day shall mean midnight to midnight. The exceptions are July 30<sup>th</sup>, August 1<sup>st</sup> (see Month above) and any 5<sup>th</sup> of the month. The 5<sup>th</sup> of the month is restricted for specific purposes to 5 p.m. local time in Champaign.

**'Security Deposit':** In order to guarantee, at all times, the proper performance of payment obligations and the performance of all of the clauses and conditions of the lease for which the Lessee is responsible, the Lessee pays, upon signature of this lease, to the Lessor, a security

deposit, which shall not produce interest unless required by Illinois statute, the amount of which is equal to one-twelfth of the total contractual obligation. This security deposit shall be kept during the entire lease term and through the period of time required to use it to pay for any qualifying expenses. The security deposit is a sum of money listed in this lease that the tenant shall place with the landlord specifically for the purpose of securing this lease.

The landlord may apply money from the security deposit towards all short rents, utility payments made by the landlord as a result of tenant removing the utilities from their name prior to the end of the lease, late payment fees costs, and costs to bring the unit back to the same condition it was in when the tenant took possession beyond normal wear and tear. Among these costs, but not an exhaustive list, can be turning utilities on to do work, trash hauling, repairs/replacement, making new keys or replacing locks if keys, and cleaning.

At the end of this lease, landlord will return to the tenant any part of the security deposit not used in accordance with Illinois Statute 765 ILCS 710/Security Deposit Return Act. If the total sum exceeds the amount of the Security Deposit, the tenant agrees to promptly pay the amount in excess. Promptly shall mean within fifteen calendar days of receiving notice of money due.

Any security deposit that is to be returned will be returned as one check made out to the tenant designated to receive it or any bill for excess charges. This shall be one single tenant. That tenant is **name here**. It is this tenant's obligation to provide in writing a forwarding address or it will be mailed to the address shown on this lease. Any mailings returned undeliverable shall be held for six months at 101 W. Vine St Champaign, IL.

**'Normal decline'** in quality due to daily average residential use, commonly referred to as 'wear and tear', for tenancies that last only twenty-four months, shall be specifically limited to and shall not be defined beyond – holes in walls under 1/16" of an inch for hanging of decorative items and light scuffs on painted surfaces. For longer tenancies, small dulling of stainless steel items, some matting of carpeting and loss of sheen to vinyl sheet good flooring in high traffic pattern areas shall be added to the above list. Other items may be added to this list by addendum signed and dated by both landlord and tenant.

**'Reside'** shall mean, as it pertains to guests, being present in the unit for at least six hours continuously in any single 24 hours.

**'Guest'** shall be a friend or relative who maintains a legal permanent address, other than the one of this domicile. They must reside a minimum of 345 days a year elsewhere. Without written permission a guest may not reside longer than four days in any one seven day period. A guest never shall receive mail at this domicile.

**'Late'**, as it relates to rent, shall mean any rent or portion thereof paid after 5 p.m. on the 5<sup>th</sup> of any month regardless of weekends or holidays. For each occurrence 'Late' shall continue until the specific time both rent due and accumulated late fees are paid.

**'The doctrine of implied warranty of habitability'** is a judicially created doctrine of merger. In essence, the implied warranty of habitability imposes a duty on the landlord to maintain the property in a habitable condition and free from latent defects.

**'Untenantable'** shall mean unfit to be tenanted; uninhabitable; the domicile is unfit for the permitted use. It is a condition rendering it unfit for the purpose for which it was leased, expressly the use to be made of the domicile as residential. It is a condition of premises rendering them unfit for occupation for any worthwhile purpose. Often this is the determination of a Fire Marshall, Insurance Adjuster, Code Inspector, or other by statute-designated official.

**‘Smoking’** means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco, vaping equipment or marijuana product onto the property. Further it shall mean the chewing of a tobacco product. Further still it shall mean the use of any electronic cigarette, e-cigarette, Vape, hookah or Juul products. Further it shall also mean and include in the definition the burning of incense sticks, bundles, or cubes.

**‘Emergency’** shall only and exclusively mean and shall be limited to: burst pipe(s) including water running from ceilings or walls, a furnace failing to operate only when the outside wet bulb temperature is 45 or lower, electrical outlets smoking or sparking, broken glass in windows or doors that needs boarding up, a sprinkler head that is discharging, or if a fire alarm is sounding inside of an apartment.

**‘Prior notice’** shall mean, specifically for scheduling showings for leasing, a sent email notice dated and timed no later than 7 p.m. the calendar day prior to the calendar day of showing for leasing purposes. For routine maintenance, it shall mean a sent email notice dated and timed no later than 5 p.m. the calendar day prior to the calendar day of maintenance.

**‘Rent’** shall mean the total contractual obligation of the lease contract. It is stated as one total dollar amount obligation and is not to be subdivided by a per diem or reduced by an early vacation of the property. There are only two exceptions to this. The first is if there is a change made by a written lease modification signed by all parties. The second is if the tenant moves out early and a new tenant moves in during the time of the lease contract and a lease modification terminating the original lease has been signed by all parties. Without this, no reimbursement is to be made to the tenant. The tenant covered by this lease shall be reimbursed for every day of occupancy by the new tenant during the term of this lease contract or as modified by a lease modification changing the end date of the lease if a lease modification has been signed. This shall be calculated by dividing the total contractual obligation by 363 days to arrive at a per day reimbursement. This shall be paid to the tenant at the same time as the security deposit is returned.

**‘Rent Payment’** shall mean a mutually agreed upon portion of the total contractual obligation of the lease contract. The tenant may elect for this to be monthly but may alternatively elect for quarterly, semi-annual or annual payment. This portion shall be selected in advance and be uniform for the entire length of the lease. Further it shall be specified in this lease.

**‘Report’** means an e-mail or written note delivered to the office at 101 W. Vine, Champaign, IL. Written notes should only be used if a tenant does not have routine access to e-mail. Any communication to the office shall never be considered as an official report if given verbally in person or by telephone.

**‘Unit’** shall also be known as domicile, residence, or apartment as applicable. It shall be defined as a dwelling place, place of residence, the place where a person has his/her permanent principal home to which he/she returns or intends to return.

**‘Jointly and severally’** means each tenant is individually responsible for all rents, fees, and damages up to the entire amount due. Joint and several liability is a legal doctrine that applies when multiple people are responsible for damage, harm, or failure to pay all costs they have committed to paying. Each tenant agrees they are a tortfeasor in all such matters. Any tortfeasor is responsible for providing up to 100% of the compensation regardless of what portion of responsibility that tortfeasor bears. Each tenant agrees by signing this lease to Nolo Contendere in all matters related to joint and several liability. Nolo contendere means "no contest." This phrase translates from the Latin as "I do not wish to contend."

### **General Core Contractual Avowals**

**This lease becomes valid** and its terms are fully in force on the date of signing as indicated on the signature page by both the landlord and the tenant. This is a new lease. It stands alone, without relationship, recourse or references to any previous leases.

Right of Occupancy begins **August 1, 2026** at 1 p.m. local time in Champaign, Illinois.

Right of Occupancy ends strictly at noon Central Time. **July 30, 2027** local time in Champaign, Illinois.

It is agreed that the Lessee's total contractual obligation, not including any permitted charges, is **\$amount here**. This contractual obligation may be increased by charges to the tenant as permitted under the terms of this lease.

It is further agreed that the tenant may pay this obligation in total, by payments of half-year, quarterly or monthly. If monthly, the total contractual obligation shall be divided by twelve to arrive at a standard monthly payment. These options are for convenience and different number of days per month shall be disregarded. If a payment is made other than monthly, all terms binding upon monthly payments shall also be binding upon half-year or quarterly payments. No interest or discount shall be provided for any payment schedule. If, for any reason, a per diem pro-rate of the contractual obligation is calculated, that formula shall be the total contractual obligation divided by 363.

**Monthly payments (if this method is elected) shall be \$000000.**

The Lessee fully understands and agrees to a discount of \$542.00 from the actual rental price and that the Lessee's total contractual obligation produced here in these General Core Contractual Avowals already reflects and includes this discount. This discount is made possible by Illinois statute 35 ILCS 200/15-175, which specified qualified taxpayers are permitted an exemption that will remove up to \$6,000 from the equalized assessed value before taxes are calculated. This \$6,000 discount is made possible by the two conditions: 1. The Lessee occupies the unit and pays rent for the full twelve months as specified under this Fixed term Lease Contract Agreement. 2. The tenant fulfills the obligations set out in clause 7 of this Fixed term Lease Contract Agreement. Failure to fulfill these two requirements will result in an additional amount owed by the Lessee. Lessee agrees and fully understands that failing to comply with the immediately above two conditions will cause the Landlord to incur an additional property tax assessment of \$6,000. Lessee agrees that not fulfilling the immediately above two conditions commits Lessee to an obligation to the Landlord to cover this over and above and additional to any other obligations outlined in this Fixed term Lease Contract Agreement. Current tax rate is 9.0179. Lessee agrees the additional amount owed by failing either or both of the two obligations list above shall be \$542.00. Lessee is released from this obligation only under one of the following specific conditions: death, declaration of personal bankruptcy, signing, dating after the January first falling within the Fixed term Lease Contract Agreement term, and turning in to the Landlord the Leasehold Homestead Limited Exemption Application for Single Family Rental Property outlined in Clause 7 of this Fixed term Lease Contract Agreement, or meeting the conditions in Clause 10. Section A. of this

Fixed term Lease Contract Agreement. Lessee's attention is specifically directed to Clause 10 Section B. Sub-section C of this Fixed term Lease Contract Agreement.

The Due Date of the monthly payment is the first day of the month ends at 10 p.m. If the first of the month falls on an Illinois or federal declared holiday or upon Saturday or Sunday, then the due date will advance to the immediate next workday.

Tenants are provided with a complementary grace period. Rent is contractually late after 5 p.m. Central Time on the 5<sup>th</sup> of the month. As this is a complimentary grace period beyond the contractual rent due date, holidays or weekends shall not change the end date and time of the grace period. Mailed rent checks are to be mailed to Markstahler Properties at P.O. Box 587, Champaign, IL 61824-0587. Mailed rents shall be deemed on time if in the post office box on or before the morning of the 5<sup>th</sup> of the month.

Amount of funds placed as security deposit: \$00000

Unless it is evident from the context and with regard to the generality of this Lease Agreement that a clause intends to mean otherwise, words denoted in the singular only shall include the plural and vice versa; words denoted in any gender shall include all genders; and terms denoting people or persons shall include both natural and legal persons (such as corporations) and vice versa.

The specific terms of this lease are designed to clearly lay out the duties, rights, and obligations of both the landlord and the tenant.

Each individual lessee signing this lease is both jointly and severally liable and willingly and knowingly makes themselves so by the act of signing.

This lease agreement is a contract and neither party may change or abrogate it, in part or in whole, without the written consent of the other party. Party shall mean exclusively the signatories of this lease or in the case of the landlord's designated signing agent, the entity known as the Landlord.

Any specific right or remedy provided in this contract will not be exclusive but will be cumulative of all other rights and remedies. The terms of this lease agreement shall have control over any conflicting terms in any referenced agreement or document. Failure of either party to insist on strict compliance with any of the terms, covenants, and conditions of this lease agreement shall not be deemed a waiver of such terms, covenants, and conditions, or of any similar right or power hereunder at any subsequent time.

All provisions that logically ought to survive termination of this lease agreement shall survive.

This agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement. Oral representations made and not incorporated in the body of this lease Shall Not be valid nor legally binding in a court of law.



This lease is a combination of both contract and property law. It is property law because it involves the rights to convey and occupy real estate. It is contract law because the lease is an agreement that defines each side's rights and responsibilities. This lease agreement is therefore a contract between legal persons and/or legal entities.

Like all such legally binding contracts, it's an exchange of promises. The most crucial is the tenant's promise to pay rent on time and in full in exchange for the landlord's promise to provide the premise in an implied warranty of habitability. This crucial singular exchange of promises between the tenant and the landlord rules and is superior to all other obligations and promises set forth in this contract. Breaking of this promise, by either party, is a full confession, without recourse other than that provided by Illinois statute exclusively, of full fault and guilt and the assumption of full responsibility for all consequences of said act

Wherever the term lease is used, following throughout, it shall also mean contract. In all instances where Illinois case law does not apply, then Illinois contract law shall be used exclusively. In the case of the lease, the tenant receives the right to exclusive possession of the property for the length specified, subject to the agreed-upon limitations set out in the lease, and the tenant's legal obligation to return the property **at the end of the lease** in the same condition as they found it when they first took possession. This is in exchange for paying the full lease amount on time as specified.

This is the full term of this fixed-year term lease. The total contractual obligation is for this period. No other definition shall be used for the lease term. All and every right of occupancy by lessee, under this contract, shall terminate as of noon Central Standard Time **July 30, 2027**. This statement shall be sufficiency at notice to terminate the tenancy. By signing this lease all the lessees agree that this shall be complete and sufficient notice to them of the time and day they must and do agree to vacate the property. Further, they agree to do so without cause, reservation, or hesitation, waiving all justifications for not doing so based upon unforeseen future events.

Beyond this explicit end date and time, the title, position, definition, and legal standing as a tenant or lessee of any individual named in this lease as a tenant shall cease, be terminated, be revoked, and ended. All signatories to this contract fully agree, affirm, and warrant without hesitation or reservation that they are not legal tenants beyond the end date of this fixed-term lease.

Occupancy beyond this end date and time, by anyone formerly known as a tenant or lessee of this property, shall legally be considered trespass of and a usurpation of real estate. Further, any signatories to this contract certify, affirm, agree, and swear that if they are occupying the demised space described in this contract after the end date of this contract, they are a person in criminal trespass to this real property and are subject to (720 ILCS 5/21-3) (from Ch. 38, par. 21-3) Sec. 21-3. Criminal trespass to real property.

Such occupation is neither implicitly nor explicitly an agreement of adverse possession. Both lessor and lessee agree, avow and confirm that no tenancy in suffrage shall ever be created. Rental payments that are intended to be credited to any occupancy time, whatsoever, beyond noon Central Standard Time **July 30, 2027** are strictly forbidden to be made by the former lessee or credited by the lessor.

Anyone formerly known as a tenant or lessee who remains in possession of this property beyond this end date and time agrees to pay without recourse any and all liquidated damages incurred by the landlord. It is understood that it is extremely difficult to compute, in advance, the specific damages suffered by the Landlord in this case. This is specifically the case if the property has been legally leased to another individual. In this case, such costs as alternative housing, storage and handling of possessions, and other related moving expenses, and management time related to providing housing for the legal leaseholder who had been denied access to the property by the action of the former tenant not vacating at the end of the lease will be unknown. Additional damages may include any and all lost rents that would have been due and payable by a new leaseholder. The lessee signed on this lease agrees that all of the above listed are just and reasonable expenses and damages suffered by the landlord and are not punitive damages. All signatories to this contract agree to these terms and conditions.

The landlord is strictly forbidden by this lease to extend the length of this fixed-term lease. The lessee(s) and the landlord may enter into a different and entirely new lease for this property as long as both parties are willing to do so.

### **Specific Contractual Avowals**

1: The rental application is made a part of this lease. Any falsification on this application is good cause for eviction.

2: The landlord will deliver the unit in good clean condition, free of insect infestation or rodents, at the beginning date of the Lease. The tenant will return the unit in the same condition. All carpeting, if any, unless new, has been professionally steam cleaned prior to tenant occupancy. If the previous tenant had a dog or cat, then the carpet will be additionally raked for hair. If carpeting is present in any location in the unit, the tenant is required to have the carpeting professionally steam-cleaned prior to their departure as specified immediately following. Proof of this shall be a paid receipt dated **within 30 hours prior to the lease termination or other agreed-upon departure time**. If a receipt is provided that is beyond 30 hours **or** the freshly cleaned carpeting has been walked on and/or visually appears dirty, the landlord is granted right, solely at his discretion, to have the carpets again cleaned and then charge this against the security deposit.

3: The landlord knows of no safety or building code violations nor of any hazardous conditions, including lead-based paint and radon. The landlord has no reports, letters, notices etc. et. al. on file indicating the presence of such conditions.

4: A standard move-in inspection form shall be provided to the tenant. It is the tenant's obligation to fill this form out and return it to the landlord within five days of taking occupancy. If not returned within five days the landlord reserves the right to disregard the form. If no form is turned in or it is turned in beyond five days of occupancy, this act shall be proof and full agreement by the tenant that the tenant found the unit in excellent condition. Proof that the form was turned in shall be the receipt of the form in the management office within five days of the tenant taking occupancy. This form is **not** a request for maintenance but rather a record of the condition at the time of occupancy that will be used to determine the difference between damage and cleanliness and normal wear and tear at the end of the tenancy.



5: The tenant will pay a late charge anytime the entire rent is not received by the landlord by the fifth day of each month without exception as holidays and weekends are counted as routine days. Rent is deemed late if not paid in full by 5 p.m. on the fifth of each month. When late, a fifty dollar (\$50.00) late charge will be due immediately. After the 15th of the month, an additional \$2.00 per day shall be added until both the rent and all late fees are paid. This charge is specifically to cover additional management costs, including but not limited to, the cost of borrowing or the loss of interest from the needful transfer of funds to cover shortfalls.

No partial payment shall be accepted. Only the payment of all rents and fees owed shall be accepted. If the tenant owes multiple months of rent, then only payment for one or more months in total, plus all late fees owed for those months paid shall be accepted. In such cases, the payments will be applied first to the first month's rent owed not the most recent. Rent shall be paid in the drop box on the east façade of the office (101 W Vine St Champaign), through the mail or by direct deposit. Rent may also be paid in person during normal office hours.

6: The landlord shall be responsible for paying the billings related to and from the Urbana-Champaign Sanitary District, City of Champaign sewer fees, trash hauling, lawn mowing, insurance and watershed drainage fees. These shall be paid out of rents collected and, if these prove insufficient, out of other funds.

7: For single-family homes the property taxes due related specifically to this property shall be the responsibility of the lessee through their rent payments. Lessee shall be liable for the payment of real estate taxes with respect to the residence in accordance with the terms and conditions of Section 15-175 of the Property Tax Code (35 ILCS 200/15-175). The permanent real estate index number for the premises is **42-20-12-000-000**, and, according to the most recent property tax bill, the current amount of real estate taxes associated with the premises is **\$amount here** per year. The parties agree that the monthly rent set forth shall be increased or decreased pro rata (effective January 1 of each calendar year) to reflect any increase or decrease in real estate taxes. Lessee shall be deemed to be satisfying Lessee's liability for the above-mentioned real estate taxes with the monthly rent payments as set forth above (or increased or decreased as set forth herein). The tenant agrees, if presented with the Leasehold Homestead Limited Exemption Application for Single Family Rental Property, to sign and date the form and return it to the landlord as directed.

8: This lease may not be sublet or assigned.

9: The unit shall be occupied only by the tenant(s) and any dependent person(s) less than eighteen years of age directly related to the tenant. Such dependents must be listed in this lease and specified as dependents.

Only guests may stay overnight without being listed on the lease. A guest shall never, without landlord permission, be provided a key to the unit. If a tenant provides a guest with a key without permission, this is grounds for immediate eviction. When an individual(s) stay does not conform to the above definition of a guest the tenant agrees they are trespassers.

10: Tenants may terminate this lease contract earlier than the stipulated end date by exercising one of several options.

- A. Tenant may terminate this lease contract prior to the end of the lease contract if they legally exercise an applicable State of Illinois or federal statute. Tenant must provide the landlord a written notice of intent to be released from the lease a minimum of sixty days prior to vacation unless state or federal statutes provide for a shorter notice period. Relevant statutes are:
- i). State law (765 Ill. Comp. Stat. §750/15 Safe Homes Act) provides early termination rights for tenants who are victims of domestic or sexual violence (or who face an imminent threat of such violence at the premises), provided that specified conditions are met. Tenant must provide written evidence of domestic violence, such as a filed police report.
  - ii). If you enter active military service after signing a lease, you have a right to break the lease under federal law. (War and National Defense Servicemembers Civil Relief Act, 50 App. U.S.C.A. § § 501 and following.) You must be part of the “uniformed services,” which includes the armed forces, commissioned corps of the National Oceanic and Atmospheric Administration (NOAA), commissioned corps of the Public Health Service, and the activated National Guard. As per 535 (a) *Termination of a lease under subsection (a) is made — 21 (a) by delivery by the lessee of written notice of such termination, and a copy of the servicemember's military orders, to the lessor (or the lessor's grantee).* Members of the military are further covered under the Illinois state statute (765 ILCS 705/16) Sec. 16. Military personnel in military service; right to terminate lease.
- B. The tenant may terminate this lease contract prior to the end of the lease contract for personal and private reasons not covered by any Illinois or federal statute. The procedure for such an act shall be as follows:
- a. Tenant must provide the landlord a written notice of intent to be released from the lease a minimum of sixty days prior to vacation. Email, in this instant, shall not be deemed as written notice. Only a written and signed letter mailed to P.O. Box 587 Champaign, Illinois 61824 or hand-delivered in person to Michael Markstahler at 101 W. Vine St Champaign, IL shall satisfy this requirement.
  - b. Illinois law (735 Ill. Comp. Stat. § 5/9-213.1) stipulates the *Duty of landlord to mitigate damages. After January 1, 1984, a landlord or his or her agent shall take reasonable measures to mitigate the damages recoverable against a defaulting lessee.* This shall be understood to mean the landlord must make reasonable and standard efforts to re-rent the property beginning on or about the date of the tenant providing the landlord in writing a tenant's sixty-day notice of intent to be released from the lease. The landlord shall continue to advertise, offer, and show the property continuously after receiving the sixty-day notice.
  - c. After this sixty-day notice by the tenant has been properly executed, the landlord shall make good faith efforts, as outlined above, to re-rent the property and the tenant is obligated to continue to pay rent as required by the terms of this lease until any one of the following three conditions has been met:
    - i. the original contracted lease termination date has been reached
    - ii. the landlord finds a new qualified tenant to lease the property
    - iii. the tenant buys out the lease

The tenant is legally bound to pay rent for the full lease term whether or not the tenant continues to live in the rental unit until the tenant buys out the lease.

Buying out the lease means providing to the landlord a stipulated sum of funds for the express purpose of being released from the lease. Neither normally due monthly rent nor any portion of the security deposit may be used for this buyout. The buyout shall be due in one lump sum at the end of the sixty day notice or upon vacation whichever comes last, until such payment the regular monthly rent shall be due.

Upon making this buyout payment and satisfying all other terms of this lease related to vacation, a lease amendment will be executed terminating the original lease. All other standard practices of vacation apply as outlined in this lease. A precursor requirement of a fully executed lease amendment terminating the original lease shall be the tenant fulfilling the standard cleaning of the domicile as per lease requirements, returning all assigned items including but not limited to keys, and retiring all amounts owed.

Once a written notice of intent to vacate has been received, as per Illinois law (735 Ill. Comp. Stat. § 5/9-213.1) the landlord will list the unit for lease and seek a new tenant. If within this sixty-day period, a new tenant who will lease immediately at the end of the sixty day period is found, then the buyout fee shall be seven hundred dollars even (\$700.00). If at the end of sixty days, no qualified tenant is found, then the buyout fee shall be three (3) months' rent. If within the last three months of this lease, then the full rent due from vacation to the end date of the lease shall be considered the buyout amount due. This is in addition to any rents owed during the sixty-day notice of intent period.

11: In the case of the lease having been fully executed by signatures and dating, the security deposit has been made and the rental property subsequently taken off the market in anticipation of the lessee occupying the property on the date and time stated in the lease and then, subsequently, the lessee asks to be released from this lease prior to taking possession of the property then the security deposit shall be forfeited and one month's rent shall be due. Once this is paid a lease termination agreement shall be executed and the tenant shall have no further obligations.

12: Any rent check returned by the bank due to insufficient funds will be charged a twenty-five-dollar (\$25.00) fee payable at the time the check is redeemed. (810 ILCS 5/3-806) (from Ch. 26, par. 3-806)

13: On or before January 1, 2027, the tenant will be asked in writing about their intentions to seek a new fixed-term lease with the landlord. This may be for the current premises they are occupying or for another under Rdi.properties jurisdiction being offered for lease. The tenant will have until 5 p.m. on January 6, 2027 to confirm the tenant's intentions regarding the 2027-2028 lease year. If the tenant seeks a new stand-alone fixed-term lease under RDI Properties' management, then the tenant will soon thereafter, but prior to January 10, 2027 be presented with a fixed-term lease to sign. The signed lease must be returned on or before January 12, 2027. Failure to return the signed lease by January 12, 2027 will mean that the unit will be advertised as available August 1, 2027, and showings will be scheduled as soon thereafter as possible. Notification of intent not to sign a new fixed term lease or failure to respond by the 6<sup>th</sup> of January 2027 will mean showings will be scheduled as soon thereafter as possible.

14: While occupying the unit, the tenant shall immediately report to the landlord any damage or breakage of elements in the unit. Damage means, but is not limited to, such things as dents or holes in the wall, stains in the carpet, gouges/cracks/holes/scratches in hard surface flooring and vinyl flooring materials, torn screens or broken windows, broken knobs on doors, loose towel bars, or malfunctioning appliances.

Any damage to the property must be reported to the landlord within one day of it occurring. Failure to promptly report damage is good cause for eviction. Tenants are strictly barred from making any repairs themselves without prior written permission. This includes painting. Damage to wood floors from furniture or water damage from plants or pet bowls/ litter boxes are the tenant's responsibility. Report means an e-mail or written note delivered to the office at 101 W. Vine Champaign, IL. **It shall never be considered as a report if given verbally in person or by telephone.**

15: Smoking inside of the domicile or outside of the unit within twenty feet of any domicile's window or door is strictly prohibited. The tenant is solely responsible for the cost to the landlord for picking up of any cigarette butts or related smoking items found in the yard. This cost is to be charged against the security deposit. Violation of the smoking ban is good cause for eviction.

It is the tenant's responsibility to pay the costs of the removal of smoke smell or stains on interior surfaces of the unit or the collection of cigarette butts from public spaces (such as yards). These costs may be included under the definition of security deposit. However, these costs may far exceed the security deposit and may include stain blocking, odor sealing, painting, and duct cleaning in addition to other cleaning of window treatments or flooring.

16: All requests to the landlord by the tenant for maintenance shall be reviewed and responded to on a case-by-case basis. If the tenant has caused the problem, the landlord may, at his sole discretion, agree to make a repair but delay repairs until the time the tenant is able and ready to pay for repairs. This in no way restricts or delays the landlord's right to proceed with eviction under other sections of this lease.

17: Items that should not be flushed down the toilet include, but are not limited to paper towels, house plants, food products, feminine sanitary products, tampon applicators (**even those that state they are flushable**), and excessive toilet paper. All of these are strictly forbidden from being flushed in a toilet. Lines are inspected annually. If a clog occurs and any of the above are found tenant will be charged for the work.

18: The tenant shall immediately report to the landlord any problems with the heating/cooling equipment or hot water heater. Failure to do so shall be good cause for immediate eviction.

19: The tenant shall not change any light bulb where the act involves removing glass globes, shields, screens or other such covering and/or requires the tenant to be off the floor to do so. Any such burnt-out light bulb should be reported to the landlord to change out.

20: Except for what is already installed, upon occupancy, tenant shall provide all electronic data/communication and entertainment devices at their expense. Tenants may not run new inside wiring without prior permission from the landlord. Nor shall tenant have holes drilled into the exterior of the domicile into the interior for the purpose of running wire or cable. The tenant is responsible for both installation and removal of any such wiring. If left, the landlord may elect

to remove such wiring, mounting brackets, and interfaces and repair any drilled holes. The tenant is responsible for paying any costs to the landlord for these removals. These costs are to be deducted from the security deposit. Satellite dishes are strictly forbidden.

21: An essential requirement of any lease is that the lease transfer exclusive possession of the demised premises to the tenant. The Illinois Supreme Court has stated that "(a) leasehold consists of the right to the use and possession of the demised premises for the full term of the lease." *People ex rel. Korzen v. American Airlines, Inc.* 39 Ill. 2d11, 233 N.E.2d 568, 572 (1967). As a result, assuming neither the landlord nor the tenant has breached the lease, a landlord, generally, should refrain from disturbing the tenant's use and possession of the demised premises during the lease term. C. (7.4) Quiet Enjoyment A corollary to the rule that a lease grants to a tenant exclusive possession of the demised premises is the landlord's covenant of quiet enjoyment. Illinois law implies a covenant of quiet enjoyment in all lease agreements. *Chapman v. Brokaw*, 225 Ill. App. 3d 662, 588 N.E. 2d 462, 467, 167 Ill. Dec. 821 (3<sup>rd</sup> Dist. 1992).

The landlord and his agents only have the right of free access at reasonable times for showing the unit if it is listed as being for lease or sale, for purposes of periodic inspection of the condition and operations of the physical plant of the rental unit, maintenance, to directly be able to serve the tenant with a five-day notice or other legal notice related to any eviction proceeding or for other requirements by a lender or insurance company. The landlord has a total of four periodic inspections that he may exercise over the lease term. In all cases, the landlord shall by any single one or some combination of telephone or e-mail, provide prior notice to the tenant for one of the immediately above-stated reasons. For these purposes, prior notice shall mean no less than one hour.

Once a request for maintenance has been made, such a request shall mean the tenant has granted access to the unit at reasonable hours without required prior notice unless the tenant requests prior notice in its original maintenance request. A standard practice shall be followed by the maintenance personnel for entering. It shall be, knocking prior to unlocking the door, then unlocking and open the door only far enough to announce their presence, and finally entering and again announcing their presence prior to advancing into the unit. A tenant cannot deny a landlord access to the property when proper notice is given, and the request is reasonable. If the lock does not respond to the landlord's master key this is explicit permission granted by the lessee for the landlord to use any means necessary to gain entrance.

Reasonable times shall mean Monday through Saturday 8:30 a.m. – 6:00 p.m., excluding nationally recognized holidays. At all other times entry for maintenance shall be pre-scheduled at least 24 hours in advance except in the case of emergencies. In all cases the tenant and the landlord agrees to work together to both maintain exclusive possession while accommodating for normal business practices as articulated above.

22: In the event the unit is rendered untenable due to fire, accident, or acts of God, the landlord may at his discretion terminate the lease, repair the unit within forty-five (45) days, or offer a substitute. If the landlord should elect to terminate the lease, any rents that may have already been paid for days beyond the date of termination, if the damage is not the fault of the tenants, shall be rebated to the tenants. This shall be done on a per diem from the date of election (total annual obligation divided by 363). If the landlord makes the election to terminate, he must notify the lessees in writing. If the fire inspector of the city of Champaign determines

that the cause of the fire is the responsibility of the tenant, then the tenant is obligated to continue to pay rent during the time the unit is under rehabilitation even if it is not habitable during this time. This shall not be the case if the landlord receives rent compensation from the insurance carrier. However, the tenant will be liable for paying any deductible if they are at fault. The landlord is under no financial or legal obligation. The tenant assumes all financial responsibility for the storage of tenant possessions or for temporary housing.

23: Outdoor grills for cooking or barbequing or outdoor fire pits of any kind that use charcoal, wood, or bottled gas and any cylinders of bottled gas shall always be used only in an open yard, not under overhanging tree branches and not within ten feet of any built structure. Bottled gas should never be stored in a built structure. Any outdoor cooking unit that uses bottled gas, if stored near or in a built structure shall have any bottled gas cylinders removed prior to storage.

24: All animals, whether pets of the tenants or the property of guests are strictly banned from the property including the domicile interior or exterior, yard, and driveway. This clause, upon approval by the landlord, may be waived by the written Animal Permission Lease Modification. All animals with hooves, rodents, large birds, and reptiles shall always be banned. Lessee agrees not to keep pets in or about the leased premises without the advance written permission of the lessor. Lessee understands that the prohibition of pets also applies to pets of lessee's guests or visitors. If lessor finds a pet on the premises, lessee hereby agrees to pay a fine of one-hundred and fifty dollars for each day the pet remains on the premises. This fine shall be applied in all cases, even those where the tenant is "keeping" the pet for a friend or the pet is just "visiting" with a guest or visitor of the lessee.

If the pet remains on the premises for a period of two days or more from the date it is first observed by lessor, then lessee's rights to possession shall terminate and lessee shall vacate the premises immediately and pay all sums due hereunder including rent and penalties for the balance of the term of this lease.

An assistance animal is not a pet; rather it assists an individual who has a disability. An assistance animal is usually a dog but can be other types of animals too. The animal is specially trained to perform disability-related tasks, such as guiding a person who is blind, pulling a wheelchair, alerting an owner to an impending seizure, performing complex household tasks, and protecting its companion from oncoming traffic.

An emotional support animal is also considered an assistance animal under fair housing guidelines. Such an animal is often used as part of a medical treatment plan to provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities. The need for an emotional support animal is not covered under the Americans with Disabilities Act. However, it is covered under fair housing laws. A signed letter, upon business letterhead that is dated within the lease term, from a licensed counselor, social worker, psychologist or psychiatrist who is providing lessee with ongoing routine and regular care, is required for permission to have an emotional support animal. All such letters obtained over the Internet are banned. A separate letter is required for every animal, specifically detailing and describing that animal. For either an assistance animal or an emotional support animal, the tenant is required to fill out the Animal Permission Lease Modification. No fee is required if all the above conditions are met. All other terms and conditions do apply.

25: The tenant agrees to make no alterations, additions, or repairs to the premises without prior written consent of the landlord.

26: No peel-and-stick adhesive hanging products should be applied to the walls or ceilings as they seldom can be removed without damage, the repair of which will be charged against the security deposit.

Hanging of art, photos or decorative items on the wall should only be done with picture hangers or smaller nails.

Prior to mounting any heavy items directly to walls or ceilings you must obtain prior written permission to do so from the landlord.

27: The basement, if there is one, is not considered a habitable space in the domicile. Any use made of this space by lessee, except if the washer/dryer is located there to wash and dry clothing, is done at their own risk. By using the basement, the tenant assumes full responsibility, liability and risk for any consequences and liability resulting from the lessee or its guests, except agents of the landlord. Lessee agrees to indemnify and hold harmless lessor from any and all liability, loss or damage the lessee may suffer as a result of claims, demands, costs or judgments against it arising from the use of the basement.

28: 'Quiet Enjoyment' is a corollary to the rule that a lease grants to a tenant exclusive possession of the demised premises and is the landlord's covenant of quiet enjoyment. Illinois law implies a covenant of quiet enjoyment in all lease agreements. *Chapman v. Brokaw*, 225 Ill.App.3d 662, 588 N.E.2d 462, 467, 167 Ill.Dec 821 (d Dist. 1992). The tenant or their guests shall not disturb others with loud noise, in any form, that they are voluntarily creating. This shall include, but is not limited to, amplified sounds, televisions, musical instruments, barking dog(s), and voices. Both tenant and landlord agree that noise related to the physical plant of the building itself shall not be considered a violation of 'quiet enjoyment'.

Voluntary noise generated by legal tenants, or their guests must be kept at an acceptable level. An acceptable level shall mean that noise from the above listed source should not be heard through a common demising plane, i.e., wall, ceiling, or floor or through the unit entry door. Outdoors tenant generated noise should not carry beyond fence lines. Noise above this level is considered too loud. Warnings shall be given by e mail or written notice or other communication. If the problem continues to generate complaints from other tenants after notice is given, then this is a violation of Illinois's Quiet Enjoyment. By this lease, after such notice is given, if noise continues, then this shall be grounds for eviction as per Illinois tort law articulated above.

29: The tenant shall arrange for the **utilities** to be placed in their name prior to taking possession and shall be responsible for all utility bills relating to the property during the entire length of this lease. The landlord shall pay for sanitary sewer fees.

30: The landlord shall provide a wheeled garbage tote and a recycling tote for the tenant. The landlord shall contract with a licensed hauler to empty the tote once a week when the tenant places the tote within three feet of the curb on the designated evening. Trash left at the curb



outside of the confines of the wheeled garbage tote shall be charged as an extra to the tenant. Recycling is also collected by the same hauler on the same day as the garbage.

31: The landlord will provide only one entry door key per adult tenant at the beginning of the lease. All keys must be returned to the landlord at the termination of the lease. The tenant is responsible for the safekeeping of the same and will pay a fee of \$40.00 anytime the landlord or his agents are called to unlock tenant's door payable immediately. The tenant is strictly forbidden from lending their key to anyone not listed on this lease or from attempting to have copies of the keys made. **ONLY THE LANDLORD MAY INSTALL LOCKS ON DOORS. TENANTS ARE FORBIDDEN FROM CHANGING DOOR HANDLES OR ADDING LOCKS OF ANY KIND. THE ACT OF DOING SO IS A FULL AND UNRESTRICTED GRANTING BY THE TENANT OF THE RIGHT OF THE LANDLORD TO IMMEDIATELY REMOVE SUCH HANDLES OR LOCKS. TENANT IRREVOCABLY WAIVES ANY OBJECTION TO THE LANDLORD REMOVING ANY SUCH HANDLES OR LOCKS.**

The landlord must have a key to all locks. Installation of a lock by lessee constitutes a default under this lease. Please note the locks on the exterior doors of the building are expensive. Only one company in the state of Illinois is licensed to install the system or make the keys. Each entry door has a locking deadbolt. Each deadbolt has a Schlage Primus lockset. Only a Schlage Primus key can be used to operate them. Schlage Primus is a unique, patented type of key that features additional side "cuts" that make the lock extremely difficult to manipulate and open. These side cuts work in conjunction with a "side bar" located inside the Schlage Primus lock cylinder. This bar serves as an added layer of security to the cylinder that prohibits the wrong key from turning the lock. It is similar to requiring two keys to open one door/lock! Above all else, the Schlage Primus keys and cylinders offer a high level of key control and prohibits unauthorized duplication.

If a tenant loses a key, the tenant must pay its replacement cost immediately. This replacement can include the re-keying of all locks and the cutting of new keys. If the tenant fails to pay immediately it may be charged against the security deposit.

Entry keys must be returned by tenant on or before the end day and time of the lease. Tenant shall be responsible for the full cost of re-keying locks if keys are not returned. Returning these items is a necessary but not a sufficient act to constitute vacation of the unit. Vacation shall be satisfied by the return of all these items and the arrival of the end time and date of the lease or other arranged time.

The tenant is strictly forbidden from removing any interior doorknobs and handles and exchanging them with ones of their own.

32: At the end of this lease, landlord will return to the tenant any part of the security deposit not used in accordance with Illinois Statute 765 ILCS 710/Security Deposit Return Act. If the total sum exceeds the amount of the Security Deposit, the tenant agrees to promptly pay the amount in excess. Promptly shall mean within fifteen calendar days of receiving notice of money due.

The landlord may apply money from the security deposit towards all short rents, utility payments made by the landlord as a result of tenant removing the utilities from their name before a jointly agreed upon date, late payment fees outstanding, and costs to bring the unit back to the same condition it was in when the tenant took possession beyond normal wear and tear. Among

these costs, but not an exhaustive list, can be turning utilities on to do work, trash hauling, repairs/replacement, making new keys or replacing locks if keys are not returned, and cleaning. Other related expenses as articulated elsewhere in this lease may also be deducted.

Any security deposit that is to be returned will be returned as one check made out to the tenant designated to receive it or any bill for excess charges. This shall be one single tenant. That tenant is **name here**. It is this tenant's obligation to provide in writing a forwarding address or it will be mailed to the address shown on this lease. It is this tenant's obligation to distribute any funds that may be due to any other tenants related to the security deposit. Any mailings returned undeliverable shall be held for six months at 101 W. Vine St Champaign, IL.

Lessee's liability is not limited to the amount of the security deposit. Lessee openly and willingly agrees to pay any balance over and beyond the amount of the security deposit assessed as damages or fees due. Lessee agrees that they are responsible for all damages to the property while the property is in their control if a tenant's action or inaction was the precipitating cause of the damage. While the landlord's insurance may cover the damage, it does not exempt the tenant from this responsibility and obligation. By signing this contract, the lessee affirms and agrees that they are obligated to pay all costs resulting from their or their guests' actions or inaction or negligence even when this is above the amount of the security deposit.

Lessor shall pay any balance of lessee's security deposit remaining due to lessee. It shall be returned to lessee's last known address within thirty (30) days after the termination of this lease. Returned shall mean the envelope it was mailed in has a postmark that is within the thirty-day period.

33: The obligation of tenant to pay rent as provided for in this lease during its full term, or any extension hereof, shall not be deemed to be waived, released, or terminated by the service of any five (5) day notice, demand for possession, notice that the tenancy hereby created will be terminated on a specified date, the institution of any action for forcible entry and retainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of tenant's right to possession of the demise<sup>6</sup>:

It is completely and strictly agreed to by both the landlord and the tenant that, without a new signed lease, no hold over and/or occupation either in person, by leaving of personal property, by failure to return the keys for the unit, or continuing to have mail delivered to this address by the United States Postal Service shall be legal, established, and is a violation of the lease. Lessee denies, forfeits, and explicitly and implicitly waives all rights and recourse to claims of holdover.

33: The tenant shall provide sufficient heat at all times to prevent the freezing of water pipes on the premises. The tenant shall maintain water service, gas, and electricity in active service as of noon on July 30th and throughout the entire period of the lease. Whenever the outside wind chill falls to or below 15 degrees the tenant agrees to not set the thermostat below 68 degrees. If the tenant will be gone from the unit during the heating season for a period longer than eighteen hours, they shall notify the office so that maintenance can schedule a periodic visit to run water through the pipes as deemed needed

34: Lessee agrees to procure renter's insurance on personal property belonging to the lessee. Lessee agrees that lessor is not liable for loss or damage to personal property belonging to lessee and holds lessor harmless for any loss or damage to their personal property.

35. There shall be in the unit and provided by the landlord a: **kitchen range, refrigerator, dishwasher, dryer, and washer**. These are for the exclusive use of the tenants and shall not be used by others. Repairs to these appliances resulting from normal wear shall be the landlord's responsibility. Damage caused by the tenant shall be charged against the tenant.

36: Lessee is responsible for providing window treatments on any window where there is none. Further lessee is responsible for maintaining in good clean condition all window treatments installed by lessor prior to tenant occupancy.

37: Tenant shall inform the landlord in writing prior to bringing any firearms onto the premises. All firearms on the premises shall at all times be unloaded and not displayed in such a way that it might be seized by someone other than the tenant. This last may be mitigated if a firearm is an antique and has had the firing mechanism removed or disabled; then it may be displayed in public. Any firearms on display shall be rendered fully inoperable by the complete removal of the firing pin. The tenant's right to keep and bear arms is not infringed by this clause. This clause only requires that a firearm be unloaded when not in the immediate possession of the tenant and at all times under the control of the tenant.

38: The tenant agrees that the act of leaving any or all personal items upon vacating the unit is a de facto transfer of the rights to this property from the lessee to the lessor. Ownership rights to all property left in the leased space beyond the end date of the lease are immediately and forever transferred to the lessor without the need for any compensation. Further still, by leaving such items on the property upon vacation of the property, the tenant asserts that they have exclusive control and rights of ownership over said property and therefore have the exclusive right to transfer that ownership to the lessor. Further still, the lessee agrees to hold harmless and defend, solely at their expense, the landlord if any subsequent ownership dispute arises from this transfer of ownership. Further still, the tenant grants the lessor the right to dispose of such property. The tenant agrees that any costs incurred by the landlord in this disposal of the property left are the tenants solely to pay. These costs are to be charged against the security deposit.

39: Should the tenant abandon the unit during the term of this lease such abandonment shall be understood by all as a prima facie valid agreement by lessee that the landlord has the right and option to take immediate possession of the rental unit for the remainder of the lease term. Possession shall include changing locks, securing the property, and offering it for lease. All other terms of the lease shall remain in force.

At the landlord's discretion, it is granted by the tenant to the landlord the right to remove all of tenant's property, re-lease the house for such rent and under such terms as the landlord may see necessary and apply the proceeds to the balance of the rent due. By the act of abandoning the domicile the tenant explicitly grants the landlord the right to dispose of any and all items left by the tenant. The tenant still remains liable for any unpaid balance of rent and for damages to the house and for all hauling labor and landfill tipping fee charges and all reasonable fees required to collect money due. Lessee agrees to indemnify and hold harmless lessor from any

and all liability, loss or damage the lessor may suffer as a result of claims, demands, costs or judgments against it arising from the removal and disposal of property.

40: If the tenant, anyone listed on the lease, or anyone the tenant or anyone listed on the lease has given permission to come onto the property is arrested while on the property or arrested off the property for illegal activity engaged in on the property or if illegal drugs or paraphernalia are discovered in the unit either by the landlord or any of his agents while performing activities granted in this lease, then there shall be good cause for eviction.

41: Landlord reserves the right to exclude any individual from the said premises in the event that the landlord, in his sole discretion, determines the presence of said individual constitutes a threat to the residents, the neighborhood, and/or is for the public good. All individuals who have been convicted of the sale of drugs, possession of illegal firearms, possession of stolen property and/or criminal damage to property or vandalism are excluded and banned from the property. Any individual currently listed on a sexual offender's list maintained by any of the fifty states is excluded and banned from this property. Any and all such individual(s) shall be deemed trespassing on the property.

42: Prior to tenant occupancy the domicile has been inspected and deemed to be free of insect or rodent infestation. During the length of this lease, the tenant shall be responsible for insect and rodent control (except for animals in the attic or major infestation such as termites). The tenant shall make certain that such insects or rodents are killed. The presence of insects or rodents for a time period longer than thirty days is good cause for immediate eviction. This clause shall be null and void for all duplexes, flats or other units which have a common demising separation with another unit. In all cases if bed bugs are found inside a leased unit, and no other units report bed bugs, the tenant shall be entirely and solely responsible for treatment to eradicate said bed bugs.

43: Front porches, stoops, and front yards are to be kept clear of clutter. Grilling or other outside cooking shall be restricted to the rear yard. No furniture that has been made primarily for interior use shall be on porches or in yards. If notified that the items are creating clutter, they must be removed. If the lessee does not comply within five days of notice, the lessee, by this act of non-compliance gives pro forma permission to the landlord to remove and dispose of said items.

44: No inoperative or unlicensed vehicles may be parked on the property. The landlord has the right to serve written notice to remove the said same vehicle from the property. Failure to do so is a pro forma act of permission granting to the landlord by the lessee, the right to remove said same vehicle. Lessee agrees to pay for all costs the landlord incurs by removing the vehicle.

45: Driving or parking of cars, motorcycles, or motorized two-wheel vehicles, on any portion of the lawns or sidewalks is prohibited. The tenant agrees to pay for any damage caused by such an act. Once notified by the landlord to do so, the lessee agrees to immediately remove the vehicle. The tenant agrees that any vehicles found so parked may be towed. Tenant agrees that posting a notice on the windshield of said same vehicle for 24 hours serves as complete, adequate, sufficient and necessary notice of the towing. Further the lessee agrees that all costs related to the towing shall be the lessees to pay.

46: Landlord is responsible for the proper maintenance of the yard. At no time shall the landlord allow the grass to either reach an overall average height of 6" or allow weeds to grow along the fence or against the side of the house. Lessee is required to regularly pick up and discard any litter or debris in the yard including dog feces, on the sidewalk, or on the parkway in front of the house. Further, the lessee shall keep the front porch and related sidewalks swept and neat.

For all single-family homes and duplexes, while the landlord may voluntarily remove leaves in the fall and remove or plow snow in the winter, the landlord is not responsible for either snow or leaf removal. These are the responsibility of the tenant.

47: The failure of the tenant to perform the foregoing covenants or any one of them, shall constitute a breach of this lease and represents a good cause for eviction, and landlord may, under due process of law, evict tenant from said leased premises and may pursue any other remedy either at law or in equity.

48: In the event of default, lessee agrees to pay Court costs and attorney's fees incurred by lessor in enforcing the terms of this lease as well as in collecting damages as defined and outlined above, cleaning, and repair costs.

49: All tenants liable to the landlord for payment of rent or performance under the terms and conditions of this lease will be jointly and severally liable for the full amount of any and all payments, fees or billings or required performance under this lease.

50: Lessee shall defend, indemnify, and hold harmless the Lessor, its owners, officials, employees, agents, and sub-contractors from and against any and all claims, injuries, actions, damages or liabilities for injury or death of any person or for loss or damage to property or suits including attorney's fees, which arise out of Lessee's use of Premises or from the conduct of Lessee's business, or from any activity, work, or thing done, permitted, or suffered by Lessee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Lessor.

51: All Exhibits attached hereto are made a part hereof by reference and are hereby incorporated in this lease as though fully rewritten at length.

52. In the case where the lessee is a single individual and becomes long-term incapacitated so that the lessee is unable to any longer reside at the residence, they (or their legal representative) may request in writing that the lease be terminated. Such a written request must be accompanied by a letter from an attending licensed physician confirming that the lessee has long term incapacitation. Upon the receipt of both the written request and letter from the attending licensed physician the lease shall be automatically terminated at the end of fifteen days. Upon making such written request the lessee shall have fifteen consecutive calendar days starting upon the receipt of the written request to have all their personal possession removed from the property and keys turned into the landlord. By noon on the sixteenth day, if keys have not been turned in, lessee grants permission to the landlord to re-key all locks, dispose of all remaining items left in the property, transfer utilities into the landlord's name, and take immediate sole possession of the property. Further the act of not returning keys shall stand as clear meaning that the lessee renounces and relinquishes all writes to tenancy or cause of redress for any actions subsequently taken by landlord. If this clause is exercised in any way,

then once it is acted upon by either the tenant returning keys as specified or failing to return keys as specified then the landlord renounces and relinquishes any and all claims to further rents. The lessee forfeits their security deposit.

In the case where a lessee is one of two or more individuals known as lessee(s) and becomes long term incapacitated so that the lessee is unable to any longer reside at the residence, they may request in writing that their obligations and privileges granted by the lease be terminated and that they be removed from the lease. This must be accompanied by a letter from an attending licensed physician confirming that the lessee has long term incapacitation. This request shall be granted with the written consent of all other remaining lessee(s). The landlord is bound to agree if all other remaining lessee(s) agree. The lessee forfeits any claim to the security deposit.

53. In the case where the lessee is a single individual who dies during the lease period, a legal representative of the deceased may request in writing that their obligations and privileges granted by the lease be terminated and that the deceased be removed from the lease. This written request must contain an assertion and proof that the legal representative has the authority to act for the estate of the deceased. Upon the receipt of the written request the lease shall be automatically terminated at the end of fifteen days. Upon making such written request the lessee shall have fifteen consecutive calendar days starting upon the receipt of the written request to have all their personal possession removed from the property and keys turned into the landlord. By noon on the sixteenth day, if keys have not been turned in, the legal representative of the lessee's estate grants permission to the landlord to re-key all locks, dispose of all remaining items left in the property, transfer utilities into the landlord's name, and take immediate sole possession of the property. Further the act of not returning keys shall stand as clear meaning that the legal representative of the lessee's estate on behalf of the estate renounces and relinquishes all rights to tenancy or cause of redress for any actions subsequently taken by landlord. If this clause is exercised in any way, then once it is acted upon by either the legal representative of the lessee's estate returning keys as specified or failing to return keys as specified, then the landlord renounces and relinquishes any and all claims to further rents. The legal representative of the lessee's estate on behalf of the estate forfeits their security deposit.

In the case where a lessee is deceased and is one of two or more individuals known as lessee(s) all parties to the lease agree that the deceased and the deceased estate has no further obligations or privileges provided by this lease contract.

54: In the case that the lessee is deceased and Illinois statutes require that that lessee's estate must go through probate then this lease shall be binding upon and for the benefit of the heirs, executors, and administrators of the lessee in like manner as originally upon the lessee. In such a case, Illinois statutes shall rule and thus supersede the language of this lease if conflicts occur.

The estate can occupy the apartment, but it's a legal occupancy, not a physical possession. The heirs, executors, and administrators can't live in the apartment or put someone in it. The heirs, executors, and administrators are obligated to pay the rent until they give up the property or, in the case of multiple lessee(s), the right to all obligations and privileges provided by the

lease, to landlord. In any case, all claims by the deceased lessee's estate to any security deposit is forfeited.

55: Tenant(s) are strictly banned from bring onto the property the following recreational devices: trampolines of any size, above ground pools of any size, hot tubs of any size, swing sets, or any "slip and slides" that incorporate water and/or running and diving.

A). The Court, in Meyer v. Naperville, Inc., 262 ILL. App. 3d 141 (2<sup>nd</sup> Dist. 1994, held that a waiver of liability signed by a parent before the minor child's cause of action accrued is ineffective. An individual must be the age of majority, 18 years old, to form and agree to an enforceable contract. Minors, those under the age of 18, have no capacity to contract.

Under Illinois law, when a minor is involved in litigation, she is a ward of the court and the court has a duty and broad discretion to protect the child's interests. This rule is extended to claims of injury by minor children. Ultimately, Illinois courts have held that a parent waiving their child's rights is against this rule and thus, against public policy. In initial caselaw, courts held that parents and legal guardians cannot waive a minor-child's rights after an injury.

Because of this, no one under the age of eighteen (18) may ever use and is strictly forbidden to use on the leased property, covered by this lease agreement, any of the following; trampolines of any size, above ground pools of any size, hot tubs of any size, swing sets, or any "slip and slides" or other similar devices that incorporate water and/or running and sliding.

Having such items on the leased property when minor children are acknowledged in the lease or when minor children are present on the property is a violation of the lease and is immediate grounds for forfeiture and termination of the lease.

Further still tenant, by the act of bring onto the leasehold property, any one or more trampolines of any size, above ground pools of any size, hot tubs of any size, swing sets, or any "slip and slides" that incorporate water and/or running Tenant agrees to indemnify, defend, and hold harmless the lessor from and against any loss, cost (including all judgements), or damage of any kind (including reasonable outside attorneys' fees) to the extent arising out of its breach of this clause in this lease, and/or its negligence or willful misconduct. No punitive damages shall be sought or due. However, the complete coverage of any and all monetary judgements that spring, directly or indirectly, from the tenant's violation and disregard of the clause shall be the duty of the tenant to pay in full.

B). Adults who are a signatory of this lease, after fully signing and executing the lessor's waiver of liability and after it is placed on file as a lease addendum with the primary lease, may have on site above ground pools of reasonable size and/or hot tubs of reasonable size as long as minor children are not acknowledged in the lease and as long as minor children are not ever on the premises. Violation of these terms is a violation of the lease and immediate grounds for forfeiture and termination of the lease. Lessee agrees that failure to sign and have on file a waiver of liability **that they EXPRESSLY AGREE TO DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS MICHAEL MARKSTAHLER DBA MARKSTAHLER PROPERTIES, INDIVIDUALLY, ITS MANAGERS, EMPLOYEES, AGENTS AND CONTRACTORS, AS WELL AS THE RELEASED PARTIES ENUMERATED ELSEWHERE IN THIS DOCUMENT, FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS AT LAW OR IN EQUITY**



**(INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE), FOR DAMAGES OR OTHER RELIEF AND AGAINST ANY LIABILITY OF ANY NATURE, TOGETHER WITH ATTORNEYS' FEES AND COSTS INCURRED, THAT MAY ARISE OUT OF THE USE OF THE PERMITTED INSTALLED EQUIPMENT.**

56: Both parties agree that the laws of Illinois, as well as any applicable federal statutes, shall govern all and any disputes related to this contract for the leasing of a residential property. Further, both parties agree that they waive their right to have the statutes of any other state to govern this contract or resulting legal action following from the use of any clause in this contract. Further both parties agree that all legal actions, other than those which might be in federal court, by either party related to this contract shall only and always be conducted in Illinois except to enforce rulings by an Illinois court. Both parties waive their right to conduct any and all legal actions related to this contract in any other state other than Illinois except for any action taken in a federal court or action required to enforce a ruling of an Illinois court. Both parties agree that all lawsuits instituted concerning this agreement shall be instituted in Champaign County, Illinois. Further, both parties agree that they, except if appealing a ruling to a higher Illinois court or to enforce a ruling by a Champaign County Court, shall not ever institute a lawsuit related to this contract in any other county in the United States of America. Further, both parties agree that good, valid, legal, sufficient service of any and all legal notices shall be delivery to the address listed on this signature page and that successful delivery of such notices shall be considered to be to post them prominently upon the main entry door of the address listed on the signature page. Proof of such posting shall be a photograph of the notice upon the door. Both parties waive their rights to other options of the demand required in section 9-102 as stated in 2019 Illinois Compiled Statutes Chapter 735 - CIVIL PROCEDURE 735 ILCS 5/ - Code of Civil Procedure. Article IX – Eviction Sec. 9-104 if reasonable efforts by lessor were made to perform them.

57: Integration Clause. The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, or otherwise. If any provisions of this lease or any part of a provision of this lease shall be invalid or unenforceable under applicable law, such provision or part of a provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease. This lease is and shall be deemed made and entered into in Champaign, Illinois upon the signing and dating by both parties.

58: All parties to this lease affirm that this lease in any and every single part and in total is a covenant of good faith and fair dealing. All parties agree they are happy with all covenants, terms and conditions and find them balanced and fair. Because of this affirmation, all parties agree that any attempt to deviate from any single or multiple portion of this lease or this lease in entirety is a confession of a deliberate breach of good faith and fair dealing.

59: Tenant's Certification. Tenants certify that they have read the entire contents of this lease and acknowledge receipt of a copy. It is expressly agreed that this is the only lease between tenant and landlord and no verbal communications, representations, or agreements of any kind shall be binding on the parties here.

**This is the SIGNATORY PAGE** for this Fixed-Year Term Lease Contract Agreement for **address here**, Champaign, Illinois specific to a start date of possession of **date** and end date of possession **date**. This Fixed-Year Term Lease Contract Agreement is twenty-four pages long inclusive of this Signatory Page. It has a statement of parties, affirmations, general core contractual avowals, definitions, and a total of fifty-nine clauses in its specific contractual avowals.

Signatories below agree by signing below that this lease is an offer extended and the tenant signatures below are an acceptance of that offer. Further all signatories, by signing, agree and stipulate that this lease contract is mutually beneficial for both parties.

IN WITNESS WHEREOF:

LANDLORD \_\_\_\_\_ TENANT \_\_\_\_\_

Date \_\_\_\_\_

For Markstahler Properties

Date \_\_\_\_\_

TENANT \_\_\_\_\_

Date \_\_\_\_\_

Address for giving notices:

Markstahler Properties

101 W. Vine

Champaign, IL 61820

**address here**

Champaign, IL 61820

(Rental application(s) submitted by the Lessee(s) named above are known as attachment #1)

By Federal - Law [https://www.hud.gov/sites/documents/PROTECT\\_FAMILY\\_LEAD\\_2012.PDF](https://www.hud.gov/sites/documents/PROTECT_FAMILY_LEAD_2012.PDF) - is made an attachment to this lease as #2.

By Illinois Law

<https://iemaohs.illinois.gov/content/dam/soi/en/web/iemaohs/nrs/radon/documents/radonguidefor tenants.pdf> - is made an attachment to this lease as #3.

Both of these pamphlets are found on the website [rdi.properties](http://rdi.properties). A hardcopy will be provided upon request.