

LEASE AGREEMENT



This AGREEMENT is made this **#{AgreementDate}**, between HART PROPERTIES BLOOMINGTON, LLC, herein called Landlord" or "Owner" and **#{TenantNames}**, herein called "Tenant" or "Tenants." Landlord hereby agrees to lease to Tenant the dwelling located at **#{Address/Apt#}**, **Normal, Illinois, 61761** under the following terms and conditions:

1. Residency & Financials

1.1 FIXED-TERM LEASE AGREEMENT

Tenants agree to lease this property for a **fixed term beginning #{BeginDate} and ending #{EndDate}**. Upon expiration, this Agreement will become a month-to-month agreement AUTOMATICALLY, UNLESS either Tenant or Owners notify the other party in writing (via mail or email) at least 30 days before expiration that they do not wish to continue this Agreement monthly.

1.2 RENT COLLECTION

Tenant agrees to pay the Landlord as base rent the sum of **#{MonthlyRent} monthly**, due on or before the 1st day of each month during the term of this agreement. Partial payments are only accepted if the total amount is received on time. The first month's rent or a prorated rent amount is required on or before move-in.

Payments are late if they are not received before 5 p.m. on the 1st of the month. Tenants agree to pay their rent in the form of an electronic check (bank transfer), cashier's check, or money order. Cashier's checks and money orders should be made payable to HART PROPERTIES BLOOMINGTON, LLC, and mailed to P.O. Box 975 Bloomington, IL, 61702. The first month's rent and/or prorated rent amount shall be due before move-in.

In the event the rent is not received on or before 5 p.m. on the 3rd day of the month, a late charge of \$25 will be due, plus an additional \$5 per day until the rent is paid. This late charge can be deducted from the security deposit at the discretion of the Landlord. In the event a digital payment is dishonored and returned unpaid for any reason, the Tenant agrees to pay a return charge of \$50 within three (3) days of receiving notice of its dishonor AND accepts whatever consequences there might be in making a late payment.

1.3 SECURITY DEPOSIT

The total security deposit at the time of execution of this Agreement for all residents in the apartment is **#{SecurityDeposit}**, due on or before the date this Lease Contract is signed. In the event the Tenant terminates the lease before its expiration date or violates any provision under this Agreement, the entire security deposit will be forfeited as a charge for the Landlord's efforts in securing a new tenant, but the Landlord reserves the right to seek additional damages if they exceed the security deposit.

Upon the tenant vacating the property, the Landlord will inspect the premises thoroughly and assess any damages and/or needed repairs. If the Tenant abides by all terms of the Agreement, the security deposit will be refunded upon vacating, returning the keys to the Landlord, and termination of this contract according to the agreed-upon terms. No interest will be paid on this money and in no case will it be applied to back or future rent. It will be held intact by the Landlord until at least thirty (30) working days after the Tenants have vacated the property.

This deposit, less any outstanding utility bills and any necessary charges for damage or repairs to the property caused by Tenant will be returned with a written explanation of deductions, within 60 days after Tenant has vacated the property.

1.4 UTILITIES/SERVICES

Unless otherwise noted, the Tenant is responsible for the arrangement and payment of monthly utility expenses during their residency including but not limited to the following: electric (Ameren), gas (Ameren), water (City of Normal), internet service provider (ISP), and cable/satellite TV. Furthermore, the Tenant authorizes the Landlord to deduct any unpaid bill amounts from the security deposit in the event they remain unpaid after the termination of this agreement.

1.5 CHANGES IN TERMS OF TENANCY

(This paragraph applies only when this Agreement is or has become a month-to-month agreement). The landlord will advise Tenants of any changes in terms of tenancy with advance notice of at least thirty (30) days. Changes may include notices of termination, rent adjustments, or other reasonable changes in the terms of this Agreement.

1.6 DEFAULT

In the event Tenant defaults under any terms of this lease, Landlord may recover possession as provided by law and seek monetary damages.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____ X _____

2. Policies & Procedures

2.1 CONDITION OF PREMISES

Tenant has examined the property acknowledged it to be in good order and repair, and accepts its condition "as is." The tenant will not keep or store water-filled furniture on the premises. Premises will be kept clean and free of garbage, trash, and debris. No condition will be allowed to develop that would be unsightly or unsanitary; that would produce offensive odors; or that would attract roaches, rodents, or other pests. Carpets will be vacuumed frequently to prevent wear and damage from sand and grit. The Unit (particularly the tub and shower areas) will be kept free of mildew and mold.

During the term of this Agreement except for wood-destroying insects, the tenant will be responsible for the extermination of any pests including bed bugs. Furthermore, the Tenant will be responsible for all repairs to the premises that may become necessary because of the Tenant's negligence. The Landlord, at his discretion, may choose to digitally capture the inside and outside of the premises for inventory and inspection/record purposes.

2.2 OCCUPANCY & USE

The tenant will not use the premises for any illegal or commercial purpose. Tenant will not cause a nuisance for Landlord, neighbors, or other tenants. Such nuisance will include, but not limited to, excessive noise. The Unit will be used exclusively as a residence for Tenants. Guests staying for more than 14 days continuously or more than 21 days in one year will be deemed to be unauthorized occupants and such conditions will violate this lease.

2.3 SUBLETTING & ASSIGNMENT

The tenant will not assign this lease or sublet any part of the premises. Permission to sublease will be determined at the sole discretion of the Landlord.

2.4 COMMON AREAS

Where applicable, the tenant will keep all common areas clean and clear of debris. Common areas will include parking areas, lawns, porches, hallways, and laundry areas. Tenant will not use any common area for placement, storage, or temporary storage, for any items, including furniture, personal effects, or trash.

2.5 LOCK POLICY

No additional locks will be installed on any door without the written permission of the Landlord. The landlord will be given duplicate keys for all locks installed at the tenants' expense before they are installed.

2.6 LOCKOUTS

Should tenants lock themselves out of their residence and be unable to gain access without damaging the residence, they may call a professional locksmith or the Owners to let them in. In either case, they are responsible for payment of the charges and/or damages involved. Owners charge a fee of \$50 for providing this service between the hours of 8 a.m. and 6 p.m., Monday through Friday, except holidays, and a fee of \$75 for all other times. This fee is due and payable when the service is provided.

2.7 LIABILITY

The landlord will not be liable for any loss of the Tenant's property or to any persons on said premises. Tenant acknowledges this and agrees to make no such claims for any losses or damages against the Landlord, his agents, or employees. Tenants may purchase renters insurance, at their own expense, sufficient to protect themselves and their property from fire, theft, burglary, breakage, electrical connections, or other hazards. They acknowledge that if they fail to purchase insurance, any personal loss or liability is their responsibility, and they alone will bear the consequences.

2.8 ACCESS TO PREMISES

The Owner or Owner's representative reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services, or show it to prospective residents, purchasers, workmen, or contractors. Whenever practical, a 24-hour notice of the Owner's intent to enter will be given to the Resident.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____ X _____

3. Tenant Responsibilities

3.1 PETS

Unless a Pet Lease Agreement is attached as an addendum to this document, animals of any kind are not allowed on the premises.

3.2 PARKING & VEHICLES

Parking for this unit will be as follows: **Behind the building in our designated parking lot.** No vehicle may be worked on, disassembled, or repaired on the property. Vehicles not in operating condition, unlicensed vehicles, or commercial or recreational vehicles will not be parked or stored on the premises or the street (even temporarily). Vehicles may not be parked anywhere other than our designated lot. Unless approval is received in advance, no unit will occupy more than 1 parking space in the parking lot, including tenants and guests of tenants.

Upon moving out, your vehicles must go with you. In the event a tenant leaves a vehicle on or near the property, it will be towed at the owner's expense.

3.3 ALTERATIONS

The tenant will make no alterations, decorations, additions, or improvements in or to the premises without the Landlord's prior written consent. All agreed-upon alterations, additions, or improvements upon the premises, made by either party, will become the property of the Landlord and will remain upon, and be surrendered with said premises, as a part thereof, at the end of the lease agreement.

3.4 SMOKE DETECTORS, SMOKING & FIRE PREVENTION

The tenant will be responsible for keeping smoke detectors operational and/or changing the battery when needed. This is a NON-SMOKING residence/building. As such, neither the Tenant nor the tenant's guests will smoke tobacco or marijuana of any kind while inside the residence, including in common areas of the residence.

Tenant acknowledges that a smoke detector and a carbon monoxide detector have been installed within fifteen (15) feet of each sleeping room in the residence in which Tenant (and any minors) intend to live, under this Lease Agreement. The tenant also agrees that the detectors were operating on the date this Agreement was signed. Furthermore, Tenant understands and affirms that it is their responsibility to test and to provide general maintenance for the detectors within the property, and to notify the owner or authorized agent of the owner in writing of any deficiencies that cannot be corrected. The tenant understands and affirms the responsibility of replacing batteries in the detectors within the property.

Grills fueled by charcoal, gas, wood, or wood pellets and/or any other type of outdoor cooking equipment are prohibited from being used on the property.

3.5 SURRENDER OF PREMISES

At the expiration of the terms of this lease, the Tenant will immediately surrender the premises in the same clean condition as existed at the start of the lease. "Clean" means bathroom scoured, carpet shampooed, floors mopped, walls clean, kitchen appliances clean, and otherwise suitable for immediate occupancy. If the premises are not vacated in "clean" condition, the cost of returning the unit to its "clean" condition will be deducted from the security deposit. At the discretion of the Landlord, an additional \$75 cleaning fee may be deducted from the security deposit.

3.6 REMOVAL OF LANDLORD'S PROPERTY

If anyone removes any property belonging to the Landlord without the express written consent of the Landlord, it will constitute abandonment and surrender of the premises by the Tenant and termination of this Lease Agreement. The landlord may also take further legal action.

3.7 ABANDONMENT

If the Tenant leaves the premises unoccupied for 10 consecutive days without paying rent in advance for that month, or while owing any back rent from previous months, which has remained unpaid, the Landlord and/or his representatives have the right to take immediate possession of the property and

to bar the Tenant from returning. The landlord will also have the right to remove any property that the Residents have left behind, dispose of property, or store it at the Tenant's expense.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____ X _____

4. Repairs & Maintenance Charges

4.1 ON-CALL EMERGENCIES

The Landlord will repair and maintain the premises, including, but not limited to, air-conditioning and heating units, ductwork, appliances if owned by the Landlord, non-working fixtures, roof, and foundation, except damage caused by intentional or negligent acts of the Tenant or Tenant's guests or invitees.

Tenant will promptly give notice of any repairs or maintenance needed of a non-emergency nature by using our online Maintenance Request form, and will take all reasonable measures to protect the premises from any further damage until such repairs can be made. Tenant will indemnify and hold Landlord harmless from and against any liability from any damage, injury, or claim whatsoever arising from any defect, hazard, dangerous condition, need for repair or maintenance, whether or not known to or caused by Landlord unless the foregoing notice provision has been strictly complied with.

If you have an emergency that is hazardous to your health, please call 911 immediately. In the event of a maintenance emergency, please call Todd or Angela Hart immediately at (309) 660-5932 or (309) 242-8985. If your request is deemed an emergency, a maintenance contractor will call you back as soon as possible. A maintenance emergency is defined as anything relating to the property under the lease that threatens the property's life, health, or integrity. Note: Air-conditioning is considered a "non-emergency" repair.

4.2 LIGHT BULBS

Lessee is responsible for replacing light bulbs in their unit.

4.3 SMOKE/CO ALARM BATTERIES

Lessee is responsible for replacing the batteries in the smoke and/or CO alarms. If your alarm is not functioning as it should, please complete an online maintenance request.

4.4 CLOGGED TOILETS

If you experience a clogged toilet, please try to plunge it before contacting us. Please flush toilet paper and waste only. If you request maintenance come out for a clogged toilet, and we clear it with a plunger, you will be charged. If maintenance comes out and discovers other items being flushed down the toilet, you will be charged to clear the blockage.

4.5 SINK/GARBAGE DISPOSALS

NEVER put grease of any kind down your sink. Use an empty soup can to pour grease into, let it cool and harden, then dispose of it in your normal trash.

If your garbage disposal stops working and maintenance comes to repair the disposal and we discover items in the disposal causing it not to work, you will be charged for any cost associated with this.

4.6 EXHAUST FANS

Please make sure that you are using your exhaust fans while cooking or bathing. This helps reduce moisture in the unit and prevents mold growth.

4.7 DISHWASHERS

Make sure you use a soap that is made for a dishwasher. If you use any other type of soap in your dishwasher the suds will not drain. Please make sure you are rinsing all leftover food off of your dishes before placing them in the dishwasher. If you have a drainage problem with your dishwasher and maintenance finds you are using an incorrect soap, or there is food clogging the drain, you will be charged.

4.8 DRYER LINT FILTERS

Please remove lint from the dryer filter after every use. If the dryer is not working and maintenance goes out and finds the vent trap full, the invoice will be billed to the tenant.

4.9 WINDOW BLINDS/TOWEL BARS

If maintenance comes out to repair or replace towel bars or blinds and we find they have been damaged due to improper use, you will be charged.

4.10 WINDOWS

Please make sure your windows are completely closed and locked to avoid drafts. If you have to raise your windows to open them, please make sure the upper sash is up all the way. If you call maintenance due to windows being drafty and they find the windows are not completely closed or properly locked, you will be charged for the service call.

4.11 STOVE BURNERS

Do not slide pots and pans on burners, this causes damage. Avoid allowing grease to sit on the burners. This can cause them to be inoperable. If you call in a maintenance request and we determine the burners are damaged due to grease or abuse, you will be charged for the service call.

4.12 UTILITIES

If we are required to let a utility company into your unit to shut off utilities or start utility services after disconnection due to non-payment, you will be charged a fee for this service. If you are responsible for your water bill, you will not be reimbursed for any overages due to a leak.

4.13 GFCI OUTLETS

If maintenance comes out due to power loss and we discover the GFCI needs reset to solve the problem, you will be charged for the trip.

4.14 FURNACE FILTERS

The furnace filter should be replaced every 6 months. New filters can be found in the front hallway closets.

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____ X _____

5. General Clauses

5.1 FULL DISCLOSURE

The Tenant signing this Agreement hereby states that all questions about this Agreement have been answered and that they fully understand all the provisions of the Agreement and the obligations and responsibilities of each party, as spelled out herein.

5.2 SEVERABILITY

In the event any section of this Agreement is held to be invalid, all remaining provisions will remain in full force and effect.

5.3 ATTORNEY'S FEES

In the event the Landlord needs to enforce this Agreement through legal counsel, the tenant will be required to pay the Landlord's attorney's fees.

5.4 WAIVER

All rights given to the Landlord by this agreement will be cumulative in addition to any laws that exist or might come into being. Any exercise of any rights by the Landlord or failure to exercise rights will not act as a waiver of those or any other rights. No statement or promise by the Landlord, its agents, or employees, as to tenancy, repairs, amount of rent to be paid, or other terms/conditions will be binding unless it is in writing and made part of this agreement.

5.5 TERMINATION UPON SALE OF PREMISES

Notwithstanding any other provision of this Lease, the Landlord may terminate this lease upon 45 days written notice to the Tenant that the Premises have been sold.

5.6 ENTIRE AGREEMENT

The lease constitutes the entire agreement between the parties and may not be modified except in writing signed by both parties.

By initialing below, you acknowledge and agree to the terms in Section 5.

X _____ X _____

6. Acceptance of Lease Agreement

This is a legally binding document. By digitally typing your name, you are consenting to use electronic means to (i) sign this contract and (ii) accept the lease agreement and addenda.

Tenant 1 (signature) Date

Tenant 2 (signature) Date

TODD A. HART \${AgreementDate}

PET LEASE AGREEMENT (ADDENDUM A)

PETS ON PREMISES

When possession of the property is given to the Tenant, only those pets listed on the Tenant Application will be allowed, unless subsequent written permission has been granted. ("Pets" does not include animals trained to serve the handicapped, such as seeing-eye dogs, hearing dogs, or service dogs.) If permission is granted, the tenant will be charged an upfront \$250 non-refundable fee, along with a monthly fee of \$35 per pet, in addition to their normal rent expenses.

If problems with pets occur, there are several ways they may be handled depending on the events. If the pet is deemed dangerous to itself and/or others, Bloomington Animal Control will be contacted and the pet will not be allowed on the premises. If the pet is a nuisance in any way, the Landlord may make suggestions regarding how the pet is cared for or may require the tenant to attend a training course to be approved by the Landlord. Constant barking will not be permitted and will be immediate grounds for removal of the pet.

Without exception, the tenant agrees to the following as expectations of owning a pet:

- Pets will not be allowed outside without supervision and without being on a leash. Immediate clean-up after the pet is mandatory.
- No animals under the age of 6 months will live on the premises.
- Information related to pets living on the premises has been fully disclosed and accurate in the Pets section of the Lease Application.
- An owner of HART PROPERTIES BLOOMINGTON, LLC has met and pre-approved the pet in advance of moving into the property.
- In the event a pet owner is negligent about clean-up or allows access to areas the pet could damage, the tenant will be fined or money will be taken from the security deposit.
- Pet owners will be required to show proof of renters insurance including liability coverage for pets.

If any of the above expectations are violated, it may be grounds for eviction without a refund of the security deposit.

Tenant 1 (signature) Date

Tenant 2 (signature) Date

TODD A. HART \${AgreementDate}