

REDBIRD PROPERTY MANAGEMENT, INC.

-RESIDENTIAL LEASE-

This Indenture, made this _____ day of _____ A.D., _____ between Redbird Property Management, Inc. of Normal, Illinois, County of McLean, hereinafter referred to as LESSOR and _____ hereinafter referred to as TENANT.

WITNESS, that the Lessor for the consideration hereinafter expressed hath demised, granted and leased and by these presents doth demise, grant and lease to the Tenant the following premises _____ together with all the privileges and appurtenances thereto belonging: TO HAVE AND HOLD the above described premises for the term of _____ from _____ and terminating on _____.

1. **TERMS.** The tenant doth covenant and agree to pay to the Lessor, or assigns, the sum of \$ _____ dollars, rent for said premises, in equal payments of \$ _____ Dollars on the 1st day of each and every month from date during the continuance of this Lease. All payments and notices to the Lessor shall be sent in care of Redbird Property Management, Inc., 200 N. Linden, Normal, Illinois, 61761.

2. **RENT.** TENANT shall, on the first day of each month, pay to LESSOR in advance the rent set forth above. **A late fee of \$50.00 per month will be charged for rent that has not been received on or before the 5th day of the month. There will be a \$50.00 service charge for any check returned by the bank for insufficient funds and the TENANT agrees that they shall pay the amount of any such check plus service charge within three (3) days of receiving notice of its dishonor or they shall be in default of this Lease Agreement.** If rent is paid with personal check, it must be either sent in the mail or put in the 24-hour drop box at the office. **Only cash rent payments and money orders will be accepted inside of the main office.** It is agreed that time shall be the essence in this Lease Agreement and that upon non-payment of the whole or any portion of the rent, service charges or late fees when the same is above promised to be paid, the Lessor may accelerate the balance due or to become due during the term of this Lease Agreement so that it is immediately due and may declare this Lease at an end and begin an action in Forcible Entry and Detainer.

3. **SECURITY DEPOSIT.** TENANT has deposited with Lessor the security deposit in the amount of \$ _____ set forth above for the performance of each and every covenant and agreement of this lease. The deposit is to be refunded upon TENANT VACATING AFTER A MINIMUM PAID RENTAL OF THE LEASE TERM AS AFORESAID, providing there is no damage beyond ordinary wear and depreciation, the apartment has been cleaned, all rent and other charges are paid in full, and all keys have been returned to LESSOR. The LESSOR holds the right to take monetary deductions from the security deposit return date to cleaning charges and damages beyond ordinary wear and tear. TENANTS liability not limited to amount of security deposit. Security deposit shall not be deemed or constructed as advanced payment of rent for any month of lease term. The property performance bond shall be held in lessor's non-interest bearing business account. Lessee is waiving having money held in an escrow account as otherwise provided by law.

4. **SUBLETTING, PETS, NOISE.** TENANT agrees not to sublet said apartment OR ANY PART THEREOF, nor keep a dog, cat or other animal or pet. **\$250.00 FINE FOR EACH PET FOUND ON PREMISES.** TENANT also agrees not to play musical instrument, stereo, radio, or television loud enough to be heard by other tenants, nor violate any regulation of the Board of Health, City Ordinances, or State Laws of whatever nature. TENANT agrees not to perform or permit any practice which may cause a nuisance to the OWNER or any of the other residents. TENANT agrees not to install a new lock or change the existing lock on said premises without first obtaining approval of OWNER.

5. **USE OF APARTMENT.** The apartment shall be occupied solely for residential purposes by TENANT, or by any children which may be born to or legal adopted by TENANT during their term, and BY

NO OTHER PERSON. Neither TENANT nor any of these persons shall perform or permit any practice that may damage the reputation of or otherwise be injurious to the building or the neighborhood or be disturbing to other tenants, or increase the rate of insurance on the building

6. **LOCK-OUTS.** TENANT agrees that they will be liable for a \$35.00 service charge in the event LESSOR is required to open the leasehold premises at the request of TENANT or of government authorities.

7. **AUTOMATIC RENEWABILITY.** THIS LEASE IS AUTOMATICALLY RENEWABLE. TENANT agrees that they shall give written notice to LANDLORD thirty (30) days prior to the end of lease term that they do not desire such renewal and that their failure to give such notice shall be deemed an assent to such renewal for an additional subsequent thirty (30) day period upon the conditions herein provided.

8. **CHANGE OR TERMINATION OF LEASE.** At the expiration of the term of this lease, or the expiration for any subsequent lease term to which the parties have assented pursuant to the provisions of Paragraph 7, this tenancy may be terminated at any time by mutual consent of the parties, or by either party giving notice to the other not less than thirty (30) days before the date desired to terminate. Any provisions of this lease may be changed by LESSOR in like manner. The TENANT further covenants with LANDLORD that at the expiration of the time mentioned in the Lease, peaceable possession of the said premises shall be given to LANDLORD in as good a condition as they now are, the usual wear and loss by fire excepted.

9. **PERSONAL PROPERTY/ ABANDONMENT.** TENANT is responsible for their own insurance on personal property. **Landlord recommends obtaining renter's insurance.** LESSOR shall have no liability for loss, damage, or destruction thereof. If TENANT leaves said premises unoccupied for any time while rent is due and unpaid, LESSOR or their agent may assume the unit is abandoned and take possession thereof, removing and storing at the expense of the TENANT all property found contained herein. All property found after apartment is abandoned or TENANT had moved out shall be disposed of at TENANT's expense.

10. **JOINT RENTAL RESPONSIBILITY.** The term TENANT used herein shall be construed to mean TENANTS and the TENANT signer of the Agreement shall be jointly and severally liable for all rental payments and other charges due under this Lease Agreement.

11. **USE OF PROPERTY.** Tenant shall keep the premises continually in a neat, clean, and respectable condition and shall provide normal, minor maintenance necessary for occupancy. Tenant agrees not to install a satellite dish, without first obtaining written consent from LESSOR. Tenant also agrees to replace all broken windows and glass hereafter broken on the premises during Tenant's possession of the premises. Any vehicle in the parking lot that is found to be inoperable and/ or improperly licensed will be towed at the owner's expense.

12. **LEGAL FEES AND RIGHT OF INSPECTION.** TENANT agrees to pay all costs of collection (including but not limited to court cases and reasonable attorney's fees) incurred by LESSOR in enforcing by legal action or otherwise any of the LESSOR's rights under this Lease Agreement or under any law of this State. Tenant agrees that they will permit LESSOR to exhibit the premises to prospective tenants at reasonable times and that LESSOR shall have the right to inspect the premises between the hours of 8:00 a.m. and 6:00 p.m. on any day of the week.

13. **TENANT INSPECTION PRIOR TO OCCUPANCY; BUILDING CODE VIOLATIONS.** TENANT has inspected the Apartment and all common areas of the property to which TENANT has lawful access during the Lease Term and is satisfied with their general condition and appearance. TENANT acknowledges that there have been no representations, promises or other undertakings by Lessor, per any agent of the LESSOR made to induce TENANT to enter into this Lease, except those expressly made in writing relative to the repairs, decorating, additions to or removal of any portion of the Apartment or the property.

14. **NO ALTERATIONS.** TENANT shall not make or cause to be made any alteration or addition to the Apartment without the prior written consent of the LESSOR.

15. **RIGHT OF ACCESS TO MAKE REPAIRS.** LESSOR shall have access to the Apartment to make necessary repairs with reasonable notice.

16. **RIGHT OF ACCESS TO SHOW APARTMENT TO PROSPECTIVE TENANTS AND PURCHASERS.** LESSOR shall have the right to show the Apartment to all prospective Tenants and Purchasers and any of LESSOR'S other invites, in accordance with local statutes and/or ordinances. TENANT shall be liable for any damage caused to LESSOR for failure to cooperate under this provision. TENANT shall not interfere with LESSOR's efforts to lease the Apartment or sell the property and TENANT shall be liable for any damages caused by breach of this provision.

17. **HOLD OVER.** TENANT shall be liable for double the monthly rent in the event that TENANT retains possession of all or any part of the Apartment after the termination of this Lease, and LESSOR may at its sole option, upon written notice to TENANT, create a month to month tenancy between LESSOR and TENANT under the same terms and conditions of this Lease, except that TENANT shall be liable for all damages sustained by LESSOR, plus costs and legal fees as allowed by court rules, statutes and ordinances.

18. **DAMAGES AND NEGLIGENCE.** Tenant shall be liable for any damage done to the Apartment as a result of TENANT'S direct action, negligence, or failure to inform LESSOR of repairs necessary to prevent damage to the Apartment.

19. **NOTICES.** Any legal notice or demand may be served by tendering it to any person thirteen years old or older residing on or in possession of the Apartment; or by certified mail addressed to the TENANT, return receipt requested; or by posting it upon the Apartment door, if no authorized person under the Lease is in possession of the Apartment.

20. **SURRENDER OF POSSESSION.** TENANT shall clean the entire Apartment, remove his personal items and any debris, and then shall surrender possession of the Apartment and return the keys to the LESSOR or LESSOR's agent, immediately upon expiration of the Lease, or upon termination due to TENANT's breach.

21. **HEIRS AND ASSIGNS.** All of the promises, covenants and agreements and conditions contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assign of LESSOR and TENANT.

22. **ACCEPTANCE OF RENT AFTER TENANT BREACH.** Rent accepted by LESSOR after TENANT breach will be retained for use and occupancy of the Apartment and shall not serve to extinguish LESSOR's rights or remedies hereunto relative to any lawsuit that may be filed or in progress at the time of the breach.

23. **LESSOR'S REMEDIES.** All rights and remedies granted to LESSOR hereunder shall be deemed distinct separate and cumulative and the exercise of any other right or remedy, unless same is specifically prohibited by court rules, statute or local ordinance. TENANT shall be required to comply strictly with all provisions, covenants and agreements hereunder, and no waiver shall be implied from LESSOR's failure to exercise any of its rights or remedies.

24. **NO ADDITIONAL ENERGY DRAINING DEVICES.** TENANT is prohibited from installing any appliance or device to draw electricity, gas, or any other form of energy from any part of the property other than the Apartment. TENANT shall further not install any devices which are not deemed ordinary household appliances or fixtures.

25. **THIS LEASE AGREEMENT** expresses the entire agreement between the parties with reference to the premises and it can not be modified or changed by any oral or verbal promise by whomsoever made, unless said modification is reduced to writing and acknowledged by the signatures of the parties hereto.

26. **BREACH.** Tenant AGREES THAT THE COVENANTS CONTAINED IN THIS Lease once breached cannot afterward be performed, and that in case of any breach, this Lease Agreement may be terminated by OWNER and Forcible Entry and Detainer proceedings may be commenced at once.

27. **CITY OF BLOOMINGTON-CONSENT TO INSPECT.** The City of Bloomington has adopted by ordinance a Rental Inspection Program that requires all residential rental property to be inspected. As tenant, you give permission for City of Bloomington Inspectors to enter your dwelling unit for the purpose or owner's agent. The tenant understands that this consent will be valid for each year and that it will apply to the first inspection and any required follow-up inspections.

28. **AUTOMOBILES:** TENANTS'S automobile(s) must be in operable condition and have current license plates and tags. Failure to comply will result in notice and/ or towing of Tenant's automobile at TENANTS'S expense.

29. **SPECIAL PROVISIONS**

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30. **ANY PROVISIONS HEREOF.** Found to be unconscionable or to conflict with the provisions of the Illinois Revised Statutes shall be void and of no affect and shall not affect in any way the remaining provision of the lease agreement.

It is illegal for either the LESSOR or the Broker to refuse to display or sell to any person because of one's membership in a protected class, e.g.: race, color, religion, national origin, sex, ancestry, age, martial status, physical or mental handicap, familial status, or any other class protected by Article 3 of the Illinois Human Rights Act.

IN WITNESS WHEREOF, the said Parties have to this and one other instrument of the same tenor and state interchangeable set their hands the day and year first above written.

This contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no further written or oral understands or agreements with respect hereto. Any changes and/or modification to this contract must be made in writing and acknowledged by the signatures of the parties hereto. If any clause or provision of this agreement is found to be unenforceable or inapplicable, then the remaining provisos will not be voided and will remain in full force and effect.

LESSOR

COPY

TENANT(S)

BY _____

