



RESIDENTIAL LEASE AGREEMENT

This agreement, Dated _____, is between J & J Property Investments, L.L.C. and Tenants name (s): _____

1. LANDLORD:

The Landlord(s) and/or agent(s) is/are and will be referred to in this Lease Agreement as "Landlord".
J & J Property Investments, L.L.C. (Landlord)

2. TENANT:

The Tenant(s) is/are:

Name: **Tenant Name**

DOB: **DOB**

Name: **Tenant Name**

DOB: **DOB**

3. RENTAL PROPERTY:

The Landlord agrees to rent to the Tenant the property described as a(n) house located at **Property Address** with **x** bedroom(s) and **x** bath(s), which will be referred to in this Lease as the "Leased Premises."

4. TERM OF LEASE AGREEMENT:

The term of the Lease Agreement is for two (2) years to commence on **Date**.
OR

The Initial term of the Lease Agreement is for one Year (1) with an automatic renewal on the second year (2 years). This agreement is to commence on **09/01/2015**.

5. USE & OCCUPANCY OF PROPERTY:

- A. The only person(s) living in the Leased Premises is/are **Persons occupying the unit**.
- B. Any changes in the occupancy will require written consent of the Landlord.
- C. Any change in occupancy may be subject to an adjustment in the amount of rent.
- D. The Tenant will use the Leased Premises only as a residence.

6. AMOUNT OF RENT: (initial option)

- A. The amount of the Rent is \$ 1,350.00 to be paid monthly (Garbage is paid by **US14** with Groot direct) OR
- B. The amount of the Rent is \$1,370.00 to be paid monthly (\$20.00 for garbage to be paid to landlord monthly)

7. DATE RENT IS DUE:

- A. The rent is due in advance on or before the 25th day of each month. The rent due date is the date the landlord must receive the Tenant's payment.
- B. Rental payments are made payable to: J & J Property Investments, L.L.C.
- C. Rental payments may be delivered to the Landlord at J & J Property Investments, L.L.C., PO Box 142, Spring Grove, IL, 60081 or paid online at www.ijpic.com.

8. LATE FEE:

- A. If the rent or any other charges are not received by the Landlord on or before the 1st of the month, Tenant must pay additional rent in the amount of \$50.00; if after the 10th additional rent is \$100.00.
- B. Rental payment paid late 3 times within a 12 month period creates a default of the Lease Agreement.
- C. Payments received by Landlord when there are arrearages, shall be credited first to any outstanding balance, and then applied to the current amount due.

9. RETURNED PAYMENTS:

- A. A returned payment fee of \$30.00 as additional rent will be added for all returned payments. A personal check will not be accepted as payment to replace a returned payment.
- B. If there are more than 2 instances of returned payments, Tenant(s) agree that the Landlord may require all future payments to be made only by Certified Check, Money Order, Cash or Credit Card.

10. SECURITY DEPOSIT:

- A. The Tenant(s) will pay to the Landlord a Security Deposit of **\$0000.00**.
- B. The Tenant(s) will pay to the Landlord a Pet Fee of **\$000.00**

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- C. The Security Deposit is intended to pay the cost of damages, cleaning, excessive wear and tear, and unreturned keys once the Lease Agreement has ended and/or for any unpaid charges or attorney fees suffered by the Landlord by reason of Tenant's default of this Lease Agreement.
- D. Tenant may be responsible for any unpaid charges or attorney fees at a minimum of \$300.00 per hour, suffered by the Landlord by reason of the Tenant's default of this Lease in accordance to state and local laws and regulations.
- E. Under no circumstances can the Security Deposit be used as payment for rent and/or other charges due during the term of this Lease Agreement.
- F. The Leased Premises must be left in good, clean condition with all trash, debris, and Tenant's personal property removed. The Leased Premises shall be left with all appliances and equipment in a clean/sanitized and working order.
- G. Landlord's recovery of damages will not be limited to the amount of Security Deposit.

11. UTILITIES & SERVICES:

- A. Tenant is responsible for the following utilities and services: Electricity, Water, Gas, Trash and Recycling, Sewer and any/all other utilities Tenant requires. (All utilities) ALL UTILITIES MUST BE TRANSFERRED TO TENANT'S NAME WITHIN 24 HOURS OF MOVE IN. (Once keys have been handed over)
- B. Tenant(s) whose utilities are not on within 24 hours of move in, or are disconnected at any time for non-payment, are in violation of this lease, and are subject to eviction.

12. APPLIANCES:

- A. Landlord will supply and maintain: Air Conditioning, Refrigerator and Stove.
 - I. Tenant will keep appliances provided by Landlord in good working order and shall report any malfunction to the Landlord. Any damage sustained due to the neglect or misuse by Tenant will become the full responsibility of the Tenant, either in the appliance repair or replacement.
 - III. Tenant agrees that the items specified above are the property of the Landlord and will remain with the Leased Premises at the end of this lease term.
 - IV. Tenant is responsible to clean behind and under the refrigerator and stove on a regular basis to keep it clean from food/foreign objects etc.
 - V. Tenant is responsible to clean and maintain exterior central air conditioner such as grass, lint, dirt etc.
 - VI. Tenant is at no time to use the oven as a source of heat.

13. MAINTENANCE AND REPAIRS:

Landlord shall be responsible for repairs in or about the Leased Premises unless caused by negligence of the Tenant. Tenant will be responsible for any repairs caused by his/her negligence.

- A. It is the responsibility of the Tenant to promptly notify the Landlord of the need for such repair of which the Tenant becomes aware.
- B. If any required repair is caused by negligence of the Tenant and/or Tenant's guests, the Tenant will be fully responsible for the cost of the repair and/or replacement that may be needed.
- C. The Tenant acknowledges that JJPI, LLC. fully reserves the right to amend this Agreement at any time by notifying me due to any unforeseen costs due to repairs during or after move out due to tenant caused damages and or material/labor increases.
- D. If the property has any Tenant caused damaged, any all monies received will first go to compensate Tenant caused damages and then the balance will be applied to rents.
- E. The Tenant must keep the Leased Premises clean and sanitary at all times and remove all rubbish, garbage, and other waste, in a clean, tidy and sanitary manner.
- F. Tenant must abide by all local recycling regulations.
- G. The Tenant shall properly use and operate all electrical, cooking and plumbing fixtures and keep them clean and sanitary.
- H. In the case of any water damage by the means of flooding/plumbing issues, the Tenant is responsible to clean/extract and remove water damage to any carpet/floor coverings and personal belongings.
- I. The Tenant is not permitted to paint, make any alterations, improvements or additions to the Leased Premises without first obtaining the written permission of the Landlord. The Landlord's permission to a particular painting, alteration, improvement, or addition shall not be deemed as consent to future painting, alterations, improvement, or additions. All Area's painted are to be returned to the move in color or Sherwin Williams Pro-Mar 200 – Antique White. No other
- J. The Tenant is responsible for removing snow and ice from stairs, driveway and walkways.
- K. The Tenant shall maintain the lawn and landscaping by cutting the grass, removing weeds and pruning trees.
- L. The Tenant shall provide his/her own pest control services.
- M. Tenant must replace the filters for the heater and/or air conditioner on a regular basis. (every 30-60 days) If the Landlord has to send an HVAC repairman out due to a dirty filter, you will be responsible for this bill.
- N. Any and all grease damage to property, driveway and outbuildings is the tenant's responsibility to clean up. If it is not cleaned a \$200 degreasing charge will be incurred.

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- O. Resident agrees to pay the total cost of any repair that is above normal wear and tear and is caused by resident or resident's guest(s). Including water / garbage bills and lawn service. This cost is considered additional rent and is due with the following month's rent payment.

14. CONDITION OF PROPERTY:

- A. The Tenant acknowledges that the Tenant has inspected the Leased Premises and at the commencement of this Lease Agreement, the interior and exterior of the Leased Premises, as well as all equipment and any appliances are found to be in and acceptable condition and in good working order.
- B. The Tenant agrees that neither the Landlord nor his agent have made promised regarding the condition of the leased Premises.
- C. The Tenant agrees to return the Leased Premises to Landlord at the end of the Lease Agreement in the same condition it was at in the beginning of the Lease Agreement.

15. PETS:

No dogs, cats, or other animals shall be kept or allowed in the premises except with the Landlord's prior written consent, and subject to the conditions set forth in any such consent. Landlord is held harmless for any/all pet liabilities including, but not limited to: bodily injury, nuisance, etc.

16. PARKING:

Parking is provided in designated parking spaces only. (Driveway, Garage and/or Aprons)

17. SPECIAL TERMS AND CONDITIONS:

- A. Minimum of 30 days written notice is required prior to move-out – anything less will forfeit Tenant's security deposit.
- B. Landlord is not responsible for any/all disability needs/accommodations unless otherwise noted in writing at lease commencement.
- C. Landlord requires a minimum of a 2 year Lease with a 1 year initial term. Monthly rent for the second (2nd) year's lease may increase up to 3% of the rent amount due to taxes/insurance per landlord discretion.
- D. If Tenant(s) need to break a lease for any reason, it is a minimum of 2 month's rent to do so.
- E. Tenants who have not vacated by the last day of the Lease Agreement (unless renewed) is considered a "Hold Over" and will be charged \$100.00 per day until vacated and walk thru is done and keys are returned.
- F. If Tenant's property cannot/has not been maintained (lawn, weeds, garbage, etc.), Landlord will maintain it for you for \$50.00 per occurrence. Any/all fines or citations from the village due to this will be Tenant's responsibility.
- G. Tenants Security Deposit will be returned only after a move-out walk thru has been completed, keys returned and all utility bills have been paid.
 - H. 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 15-75 of the Property Tax Code (35 ILCS 200-3-175). The permanent real estate index number for the premises is 06-28-116-029 and according to the most recent property tax bill the current amount of real estate tax associated with the premises is \$2,911.23 per year. The parties agree that the monthly rent set forth above shall be increased or decreased pro rata (effective January 1 or 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 set forth above (or decrease as set forth herein).
- I. Landlord reserves the right to charge additional rent in the amount (minimum) of \$30.00 per pet (dog/cat), per month.
- J. If any extermination is required, Tenant must maintain service during the lease and maintain service for a minimum of 3 months after lease ending.
- K. All PHA/HUD/HAP contracts or agreements will consist of a 12 month period for the initial term of the lease. No more, no less even if there is a two year lease agreement with the tenant.
- L. Utility bills, Lawn Service, Late Fee's and Damage to property during the lease will NOT be deducted from the Security Deposit. These need to be paid as per Invoice terms.
- M. Landlord to be compensated for any past due water bills at lease ending. Failure to compensate Landlord will result in a 20% service fee of the total amount of the past due bill, plus the total amount due.
- N. If Tenant needs to touch up paint, the Paint is Sherwin Williams - Pro Mar 200, Antique White - Eggshell
- O. Any police or criminal activity will not be of the Landlords responsibility. Including but not limited to: search warrants, police activity etc. Any / all damage occurred due to this will be the Tenants responsibility and the Landlord is to be compensated immediately for any damages.
- P. All vehicles on the Leases premises MUST be licensed and registered.

18. RULES AND REGULATIONS:

- A. Late fees are strictly enforced and any unpaid fees will not be waived.
- B. Absolutely no smoking is permitted in the Leased Premises.
- C. The Tenant may not interfere with the peaceful enjoyment of the neighbors.
- D. Garbage/Trash must be taken to the curb on the scheduled day(s) of trash removal and not before.

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- E. The Tenant will be responsible for any fine and/or violation that are imposed on the Landlord due to the Tenant's negligence.
- F. The Tenant shall abide by all Federal, State, and Local laws
- G. The Tenant shall notify police and Landlord of any illegal activity that is witnessed in or around the Lease Premises.
- H. The Tenant agrees not to use the Leased Premises for any unlawful purpose including but not limited to the sale, use or possession of illegal drugs on or around the Leased Premises.
- I. The Tenant agrees to test smoke detector(s) periodically as well as maintain operational batteries at all times.
- J. The Tenant must report any malfunction with smoke detector(s) immediately to Landlord. The Tenant agrees not to remove, dismantle or take any action to interfere with the operation of any smoke detector(s) installed on the Leased Premises.
- K. The Tenant agrees to test carbon monoxide detector(s) periodically as well as maintain operation batteries at all times. The Tenant must report immediately to the Landlord any malfunction with carbon monoxide detector(s)
- L. Absolutely no hazardous materials are permitted to be in or around the Leased Premises at any time.
- M. The Tenant may not use or store kerosene or space heaters at any time in or around the Leased Premises.
- N. Under no circumstance may a stove, oven or range be used as a source for heat.
- O. Charcoal and Gas Barbecue grills may not be used inside the Leased Premises.
- P. The Tenant shall use ventilation fans at all time when bathing and cooking.
- Q. All windows and doors must remain closed during inclement weather.
- R. The Tenant shall notify Landlord of any pest control problems.
- S. The Tenant must notify Landlord of any changes in employment.
- T. The basement and/or attic may not be modified for the use as living quarters without the written permission of the Landlord.
- U. Waterbeds and liquid furniture are not permitted without written permission of the Landlord.
- V. The Tenant must obtain written permission to install a satellite system, cable, or antenna on or around the Leased Premises.
- W. The Tenant may not store or park a recreation vehicle, commercial vehicle, or watercraft on the Leased premises without the Landlord's written permission.
- X. The Tenant may not block the fire escape (doors, windows, etc.) at any time.
- Y. Trampolines and Pools are strictly prohibited on leased property due to the liability reasons.
- Z. The Tenant may not use windows, decks, or balconies for the purpose of drying laundry.

19. BARRED:

Landlord has the right to bar individuals from the property. You must inform your guest(s) of all landlord's rules and regulations. If rules and regulations are broken by your guests, they may be barred and/or arrested for criminal trespassing. If the rules and regulations are broken by a resident, it is grounds for termination of tenancy. Any convicted misdemeanor or felony criminal associates or family member are barred from this property at any all times.

20. ADDENDUMS:

The following Addendums, attached to this Lease Agreement, shall become part of this Lease Agreement.

- A. Move In/Out Condition – Security Deposit Form
- B. Zero Tolerance for Criminal Activity
- C. Satellite/Cable/Antenna Installation Policy and Permission
- D. Pet Addendum
- E. Move out Procedures

21. INSURANCE:

Tenant agrees to be solely responsible for any damage to or loss of the Tenant's personal property. Accordingly, the Tenant(s) is responsible to obtain personal property/renter's insurance with an insurance company property licensed to do business in the State. This policy must become effective on or before the beginning date of this Lease Agreement.

22. SECURITY NOT PROMISED:

The Tenant has inspected and acknowledges that all door and windows lock, smoke detectors and/or carbon monoxide detectors are in sound working order. Tenant further understands and acknowledges that although the Landlord makes every effort to make the Leased Premises safe and secure, this in no way creates a promise of security.

23. RIGHT OF ENTRY:

- A. Tenant shall allow Landlord and/or his agents, free access to the property at all reasonable hours to exhibit, repair or inspect the same, and shall allow Landlord and his agents to display "For Rent" notices on the premises. This includes but is not limited to showing prospective buyers and/or Tenant(s) the property.
- B. In the event of an emergency, Landlord reserves the right to enter Leased Premises without notice. It is required that the Landlord have a working set of keys and/or security codes to gain access to the Leased Premises.
 - I. Tenants will not change, or install additional locks, bolts or security systems without the written permission of the Landlord.
 - II. Unauthorized installation or changing of any locks will be replaced at the Tenant's expense.
 - III. Tenant shall be responsible for any and all damages that may occur as a result of forcible entry during an emergency where there is an unauthorized placement of a lock.

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24. ENDING OR RENEWING THE LEASE AGREEMENT:

- A. This Lease Agreement will end on END DATE. If not notice is given, this Lease will become year to year with 60 days written notice prior to move out. Tenant(s) not renewing must immediately vacate at the end of the Lease Agreement and remove any and all belongings from the Leased Premises.
- B. Landlord may elect to renew the Lease Agreement for an additional term by sending written notice to tenant 30 days prior to the end of the Lease term. Landlord may include in this notice any new terms of the Lease including a rental increase. Should Landlord send this notice, Tenant may agree to extend the lease by signing the renewal notice and agreeing to its terms. If Tenant does not respond to this notice, lease will end and Tenant must immediately vacate at the end of the lease and remove any and all belonging from the Lease premises.

25. NOTICES:

- A. Any notice, required by the terms of this Lease Agreement shall be in writing.
- B. Notices sent to the Landlord may be sent to the following:
 - I. PO Box 142, Spring Grove, IL. 60081
 - II. Phone: 815-529-8907
 - III. Fax: 815-669-4699
 - IV. E-mail: sales@jjpillc.com
- C. Notices may be given by either party to the other in any of the following ways, or any other manner provided for by law:
 - I. Regular mail
 - II. Personal delivery
 - III. Certified or registered mail, return receipt requested
 - IV. E-mail
 - V. Fax

26. ABANDONMENT:

If the Tenant vacates the Leased Premises before the end of the Lease term without written permission from the Landlord, the Leased Premises is considered to be abandoned and Tenant is in default of this Lease Agreement. Under these circumstances, Tenant may be responsible for damages and losses allowed by federal, state and local regulations.

27. LANDLORD'S REMEDIES:

If the Tenant violates any part of this Lease Agreement including non-payment of rent, the Tenant is in default of this Lease Agreement. In the event of a default, the Landlord may initiate legal proceedings in accordance with local and state regulations to evict or have Tenant removed from the Leased Premises as well as seek judgment against Tenant for any monies owed to Landlord as a result of Tenant's default.

- A. The Tenant agrees that any expenses and/or damages incurred as a result of a breach of the Lease Agreement including attorney's fees at a minimum of \$300 per hour and legal costs will be paid to the Landlord or the prevailing party at 100% compensation.
- B. The Tenant agrees that any/all court costs and/or legal fees incurred as a result of a breach of the Lease Agreement or to enforce this Lease agreement will be paid to the Landlord or to the prevailing party at 100% compensation.
- C. If a money judgment is awarded, Tenant(s) agrees to pay a minimum of \$200.00 a month to Landlord until the judgment is paid off in full.
- D. All rent for the balance of the term of this Lease Agreement is immediately due to the Landlord and the Landlord may sue for the entire balance as well as any damages, expenses, legal fees and court costs.

28. SUBORDINATION:

This Lease Agreement is subject and subordinated to any lease, financing, loans, other arrangements, or right to possession with regards to the building or land that the Landlord is obligated to now or in the future including existing and future financing, and/or loans or leases on the building and land.

29. CONDEMNATION:

If the whole or any part of the Leased Premises is taken by any authority having power of condemnation, this Lease Agreement will end. Tenant shall peaceably vacate the Leased Premises and remove all personal property and the lease terms will no longer apply. The Tenant however is responsible for all rent and charges until such a time that Tenant vacates the Leased Premises.

30. ASSIGNMENT OR SUBLEASE:

Tenant agrees not to transfer, assign or sub-lease the Leased Premises without the Landlord's written permission.

31. JOINT AND SEVERAL LIABILITY:

The Tenant understands and agrees that if there is more than one Tenant that has signed the Lease Agreement, each Tenant is individually and completely responsible for all obligations under the terms of the Lease Agreement.

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32. MISREPRESENTATION:

If any information provided by Tenant in application for this Lease is found to be knowingly incorrect, untruthful and/or misleading, it is a breach of this Lease.

33. BINDING OF HEIRS AND ASSIGNS:

All provisions, terms and conditions of this Lease Agreement shall be binding to Tenant, Landlord, their Heirs, Assignees and Legal Successors.

34. SEVERABILITY:

If any part of this Lease Agreement is not valid, enforceable, binding or legal, it will not cancel or void the rest of this Lease Agreement. The remainder of the Lease Agreement will continue to be valid and enforceable by the Landlord, to the maximum extent of the laws and regulations set forth by local, state and federal governments.

35. RENT AFTER BREACH

The payment or acceptance of rent after it becomes due, or after service of any notice or the commencement of a lawsuit, or after any judgment, or after knowledge of any breach by Tenant(s), or after expiration of this Agreement, shall not extend this Agreement, nor waive or affect said notice, lawsuit, judgment, or the rights conferred therein to the Landlord.

36. GOVERNING LAW:

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Illinois.

37. ADDITIONAL CLAUSES:

- A. Landlord's acceptance of rental payments is not a waiver of any default by the Tenant.
- B. The Tenant(s) is liable for the payment of real estate taxes and the Tenant(s) liability for the taxes is through the monthly rental payment.

38. PARAGRAPH HEADINGS:

Paragraph heading in this Lease Agreement are for convenient reference only and do not represent the rights or obligations of the Landlord or Tenant.

39. ENTIRE AGREEMENT:

- A. Landlord and Tenant agree that this Lease Agreement and any attached Addendums, Rules and Regulations, and/or Special Terms and Conditions accurately represent all terms and agreements between the Landlord and Tenant regarding the Leased Premises.
- B. Tenant acknowledges the receipt of any disclosures required by the State of Illinois as well as any disclosures required by federal, state, and local jurisdictions.
- C. This Lease is a written contract/agreement between the Sole Parties of J & J Property Investments, LLC. and the Tenant(s) only. By agreeing to the terms set forth, this agreement excludes any all 3rd parties.

NOTICE: This is an important LEGAL document.

- You may have an attorney review the Lease Agreement prior to signing it.
- You are giving up certain important rights.
- If the Landlord fails to enforce any provision of this Lease Agreement, it will not constitute a waiver of any default, future default or default of the remaining provisions.
- Time is of the essence in this Lease Agreement.

By signing this Lease Agreement, the Tenant certifies that he/she has read, understood and agrees to comply with all of the terms, conditions, Rules and Regulations of this Lease Agreement including any addendums and that he/she has received the following:

1. Copies of all Addendums, Rules and Regulations, Special Terms and Conditions, and Applications and Keys.

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Landlord/Agent Signature: _____ Date: _____

Section 8 Tenancy Addendum and Request for Tenancy Approval attached herein. The initial term of this lease will consist of 12 months, (a second 12 month reserve with an increase of no more than 3% will incur) After the reserve the lease will renew on a year to year basis if no notice is given.

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