

LEASE

1. PARTIES AND DWELLING UNIT:

The party to this Lease are Wayne A and Christine A Schuetz dba Schuetz Companies LLC, referred to as Landlord, and, the occupying party, referred to as the Lessee. The Landlord leases to the Lessee the premises located at [REDACTED].

The premises leased are for the exclusive use and occupancy of the Lessee and the Lessee's household consisting of the following named persons who will live in the dwelling unit:

<i>Name</i>	<i>Date of Birth</i>	<i>Relationship</i>
[REDACTED]	[REDACTED]	Self

Any additions to the household members listed above require the advance written approval of the Landlord. This includes **live-in aides and foster children or adults** but excludes natural births. The Landlord shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported to the Landlord within ten (10) days.

2. LEASE TERM:

This Lease shall begin on [REDACTED]. The term shall be one calendar year. In the event the Lessee wishes to extend their occupancy beyond the first year, all provisions of the original lease shall apply on a month-to-month basis.

3. RENTAL PAYMENT:

Lessee shall pay to Landlord a total of \$[REDACTED] rent for the term of this lease. Said rent shall be payable by Lessee in monthly installments of \$[REDACTED]. If this Lease begins on a day other than the first day of the month the first month's rent has been prorated to \$[REDACTED].

This amount is due on the 1st of each month. A grace period of 5 days is allowed. Rent shall be payable at 4464 E Radio Tower Ln, Olney IL 62450. If Lessee fails to make the rent by the end of the grace period, a late fee will be applied in the amount of \$ 50.00.

A check returned for non-sufficient funds shall be considered non-payment of rent and in addition to the late charge, \$50. a returned check fee will be applied. Evictions will be sent in accordance to the Rent Collection Procedure.

If Landlord employs an attorney to enforce any of the terms of this lease, Lessee shall be responsible for attorney's fees and costs if the Landlord is the prevailing party in the action and Landlord reserves the right to recuperate any fees from any settlement monies.

4. SECURITY DEPOSIT:

Lessee has deposited with Landlord, prior to assuming occupancy of the premises, the sum of \$[REDACTED]. Said sum shall be a security deposit to secure Lessee's performance of this Agreement, and to compensate Landlord for carpet cleaning and/or repairs to the premises, except for repairs resulting from reasonable and natural wear and tear to the premises. Such "natural wear and tear" does not include damage to the finish of walls, ceilings, and floor coverings which may be caused by the improper placement of hanger devices for wall hangings, plants and window coverings. Nor does "natural wear and tear" apply to damages or stains relating to cooking, smoking of tobacco products, or use of candles.

The amount of the deposit, less any deductions for the purposes specified above, shall be returned to Lessee no later than forty-five (45) days after Lessee vacates the premises. Landlord shall furnish to Lessee, within thirty (30) days from the date

that Lessee vacates the premises, an itemized statement of all deductions, including damages to the premises and the estimated or actual cost of repairing each item of damages. Lessee is responsible for furnishing Landlord, upon termination of Lessee's occupancy of the premises, with a forwarding address for all notices and communications regarding this security deposit. Deposit funds are not available for use in lieu of rent payments nor is the Lessee's liability limited to the amount of the deposit.

The deposit will be returned no later than 45 days after vacating the property IF the following conditions are met:

- a. Paid all rental and other payments required under the lease;
- b. Furnished Landlord, in writing, with a forwarding address;
- c. Returned all keys to the Landlord;
- d. Cleaned all floors thoroughly on the day of the surrender;
- e. Cleaned bathroom fixtures, sink, range, refrigerator, and kitchen cupboards in a thorough manner on or before the day of surrender;
- f. Cleaned behind and under refrigerator, range, washer and dryer;
- g. Cleaned all window blinds, baseboard, doors and window sills;
- h. Observed and performed all of the covenants and obligations to be kept or performed by the Lessee under this lease, up to and including the date of surrender; and
- i. Removed all possessions, including trash, and tenant owned appliances.

After deducting the amount required to pay the cost of:

- a. Repair of damages that exceed normal wear and tear and trash removal as listed on the Move-Out Inspection Report; and
- b. Other charges due under the Lease;

Landlord shall provide the Lessee with a written list of any charges made against the Security Deposit. The cleaning fee performed by the Lessor is \$25 per hour. The hourly charge for repairs is \$45 per hour.

5. OCCUPANCY:

The Lessee shall use the premises as a private dwelling for himself or herself and the persons named in this Lease, with the exception of minor children born into the household during this tenancy, and shall not permit its use for any other purpose without the written permission of the Landlord.

The Lessee shall not:

- a. Permit any persons other than those listed on the lease and minor children which are born into the household during this tenancy to reside in the dwelling unit for more than two consecutive nights and not more than fourteen (14) days each year without obtaining the prior written approval of the Landlord;
- b. Sublet or assign the unit, or any part of the unit;
- c. Engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
- e. Act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;
- f. Permit any member of the household, a guest, or another person to engage in any criminal activity or other behavior that threatens the health, safety, or right to peaceful enjoyment of the premises by other lessees or Landlord employees;
- g. Permit any member of the household, a guest, or another person to engage in any violent or drug-related criminal activity on or off the premises;
- h. Permit or provide access to Landlord's property for any individual(s) that the Landlord has barred from the premises;
- i. Discharge or use firearms or fireworks, or store explosives or flammatory materials;
- j. Conduct any business or commercial activities on the property; and
- k. Keep more than two (2) vehicles on the premises. These vehicles must be operable, insured and licensed.

Except in the case of medical necessity, if the Lessee does not occupy the unit as a principal residence for fourteen (14) days or

more, the lessee shall be deemed to have abandoned the unit and this lease shall be immediately terminated without notice to Lessee unless Landlord has previously granted written consent to such absence. If Lessee intends to be absent from the unit for fourteen (14) or more days and wishes to retain this Lease, Lessee shall notify Landlord in writing not less than two weeks prior to the beginning of the period of absence. This notice shall explain the circumstances that require the Lessee to be absent. The Landlord, in its sole discretion, may allow the Lease to continue upon such terms and conditions as it may require. If Landlord allows the Lease to continue during the period of absence, Lessee shall remain liable for payment of rent and all other obligations of this Lease during such period of absence. Lessee shall also be liable for any damage done to the premises by any other person during Lessee's absence.

6. CONDITION OF DWELLING:

By signing this Lease and the Unit Inspection Report, the Lessee acknowledges that the dwelling unit is safe, clean, in good condition, and that all appliances and equipment in the dwelling unit are in good working order.

The Landlord will inspect the unit at least annually to check needed maintenance, Lessee housekeeping, and other lease compliance matters. Lessee will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit. Upon completion of an inspection, the Landlord will notify the Lessee in writing if he/she fails to comply with the standards. The Landlord will advise the Lessee of the specific correction(s) required to establish compliance. Within a reasonable period of time, not to exceed 14 days, the Landlord will schedule a second inspection. If Lessee fails the second inspection, it will be considered a repeated violation of a material term of this lease and constitute grounds for termination of the lease. More frequent inspections may be made by Landlord at Landlord's sole discretion.

At the time of move out, the Landlord shall complete another inspection of the dwelling unit. The Lessee may participate in the move-out inspection unless the Lessee vacates the unit without notice to the Landlord.

7. PETS:

No pets are permitted on the premises at any time without the expressed written consent of the Landlord. A \$100 fee will be imposed for the first offense and eviction for subsequent violations.

8. QUIET ENJOYMENT:

Lessee shall act in a manner that will not disturb any neighbor's quiet enjoyment of nearby premises. Lessee shall be responsible at all times for the conduct of his or her guests, licensees, and invitees while they are on the premises. If an individual is on the premises that is not a guest, licensee, invitee, or family member of Lessee, then Lessee shall immediately call the police department and have the individual arrested for trespassing.

9. UTILITIES:

The cost of utilities for this dwelling unit shall be the responsibility of the party indicated.
LD = Landlord LE = Lessee

Electric LE 888-789-2477	Water & Sewer LE 618-395-7302	Natural Gas LE If Janie or Lincoln, delete 618-395-8588
Cable TV LE 618-395-6254	Telephone LE 800-483-4000	

Failure on the part of the Lessee to change the utilities to the Lessee's name within two business days of the effective date of the lease will result in utility charges of \$5.00 per day.

In the case of Landlord supplied utilities, Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond its control. In addition, Landlord shall in no event be liable for any interruption or failure of utility services or any damages caused thereby.

Lessee agrees to maintain sufficient heat to prevent freezing of water lines. Lessee shall immediately notify Landlord if Lessee knows that any utility has been or will be shut off. If the Landlord becomes aware, through some other source, that any utilities are or will be shut off, the Lessee will be given 24 hours to get the utility turned back on to the unit. If Lessee fails to have all utilities turned on in Lessee's name for more than 24 hours, the Lessee will be in default of the lease. Lessee will be charged for all damages resulting from failure to maintain sufficient heat or to so notify Landlord.

10. MAINTENANCE:

Lessee agrees to:

- a. Keep the dwelling unit and any other areas assigned for the Lessee's exclusive use in a clean and safe condition;
- b. Use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c. Not litter the grounds or common areas of the property;
- d. Not undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;
- e. Not destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds;
- f. Give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities;
- g. Not to park inoperable or unlicensed vehicles on the property nor do a major overhaul on said vehicles on the premises, and not to park motor vehicles within the living area unit or on the lawn;
- h. Remove garbage and other waste from the dwelling unit in a clean and safe manner;
- i. Pay reasonable charges for the repair of damages other than normal wear and tear to the premises caused by the Lessee, his or her household guests, and to do so within 14 days after the receipt of the Landlord's itemized statement of the repair charges;
- j. Inform the Landlord of any involuntary termination of utility service and to maintain the unit in a habitable condition, which shall include having utility services, including heat, water, and electricity, on at all times;
- k. Remove any personal property left on Landlord property when Lessee leaves, abandons or surrenders the dwelling unit. Property left for more than 1 day shall be considered abandoned and will be disposed of by the Landlord. Costs for storage and disposal shall be assessed against the former Lessee. Landlord shall have no liability to Lessee in connection with the disposition of such property;
- l. Not install a swimming pool, trampoline, or water bed without written permission from the Landlord
- m. Provide adequate renter's insurance listing the Landlord as additionally insured.

Landlord agrees to:

- a. Maintain the premises and the premises in accordance with the laws of the State of Illinois;
- b. Comply with requirements of applicable building codes and housing codes;

If the dwelling unit is rendered uninhabitable, regardless of cause:

- a. The Lessee shall immediately notify the Landlord;
- b. The Landlord shall repair unit within a reasonable time. If the Lessee, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Lessee;
- c. In the event that the premises are destroyed by fire or other disaster, or are damaged so severely as to render them substantially uninhabitable and to require substantial time and expense to restore them to a tenable condition, the Landlord may, at his sole option, elect either to: (1) terminate this Agreement and all obligations of the parties hereunder; or (2) make such repairs as are necessary to restore the premises to a tenable condition. If Landlord elects to repair and restore the premises, and such repairs cannot be completed within thirty (30) days, then Lessee may, at his option, either: (1) terminate this Agreement; or (2) continue as Lessee hereunder, but without obligation to pay rent for any period in which it takes to complete repairs to the premises.

11. LANDLORD RIGHT TO TOW VEHICLES:

The Landlord shall have the right to tow away or otherwise dispose of any inoperative or abandoned car or other vehicle parked on the premises at the expense of the Lessee. Landlord may exercise the right to tow away inoperative or abandoned cars or other vehicles only after attempting to give Lessee reasonable notice, which shall be not less than twenty-four (24) hours. Landlord shall also have the right to tow away or otherwise dispose of any vehicle found improperly parked, including, but not limited to, vehicles parked in fire lanes, in areas that are not surfaced, and in areas where signs are posted which prohibit parking, or in areas in which parking is prohibited by the rules and regulations of the Landlord. All towing expenses shall be at the expense of the Lessee.

12. RESTRICTION ON ALTERATIONS:

The Lessee shall not make any alterations, repairs or additions to the premises without written permission from the Landlord. Any unauthorized alteration(s) become the property of the Landlord and may NOT be removed.

13. ACCESS BY LANDLORD:

The Landlord shall provide 24 hours written or verbal advance notice to the Lessee of his or her intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the dwelling unit for re-renting. The notice shall specify the date and purpose for the entry. The Lessee shall permit the Landlord, his or her agents, or other persons, when accompanied by the Landlord, to enter the dwelling unit for these purposes. Lessee shall allow the Landlord to enter the unit without notice in the event of an Emergency situation or request from law enforcement.

14. LEASE TERMINATION BY LANDLORD:

Any termination of this Lease shall be carried out in accordance with the laws of the State of Illinois and the terms of this Lease. The Landlord shall not terminate or refuse to renew the Lease other than for any violation of the terms of the Lease.

15. NOTICE OF LEASE TERMINATION:

If the Landlord proposes to terminate this Lease, the Lessee shall be given 7 day written notice of such termination. The notice of termination to Lessee shall state specific reasons for the termination. The Notice to Vacate must be in writing, and specify that if Lessee fails to quit the premises within the applicable period, appropriate action will be brought against Lessee, and Lessee shall be required to pay the costs of court and attorney's fees if Landlord prevails. Landlord shall not be required to give any other demand or notice of any kind to Lessee and Lessee specifically waives any further notice that would otherwise be required by State law.

16. LEASE TERMINATION BY LESSEE:

If Lessee anticipates terminating the lease at the end of the term of the lease, Lessee shall give the Landlord 30 day's written notice before moving from the dwelling unit. If the Lessee does not give the full notice, the Lessee shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first.

17. DELIVERY OF NOTICES:

Notice by Landlord: Any notice from the Landlord shall be in writing and either personally delivered to the Lessee or to an adult member of the Lessee's family residing in the dwelling unit, or sent to the Lessee by first-class mail, properly addressed and postage pre-paid to the leased property address. Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

Notice by Lessee: Any notice to the Landlord shall be in writing, and either personally delivered to the Landlord at the Landlord's Office, or sent to Landlord by first-class mail, postage pre-paid and addressed to: 4464 E Radio Tower Ln, Olney IL 62450.

18. ADDENDUMS TO THE LEASE:

The Lessee certifies that he/she has received a copy of this Lease and the following Addendums to this Lease, and understands that these addendums are part of this Lease:

- a. LEAD BASED PAINT PAMPHLET
- b. MOVE-IN/MOVE-OUT INSPECTION REPORT

19. MISCELLANEOUS:

- a. The Laws of the State of Illinois shall govern the validity, performance and enforcement of this lease. The invalidity or unenforceability of any provision of this lease shall not affect or impair any other provision. Venue shall be Richland County Circuit Court in Olney IL. The Lessee relinquishes the right to a trial by jury.
- b. Any forbearance by Landlord in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- c. In the event of more than one Lessee, each Lessee is jointly and severally liable for each provision of this lease.
- d. Each Lessee states that he/she is of legal age to enter into a binding lease and, if not of legal age, he/she realizes that entering into this lease constitutes a legal necessity and Lessee will be liable for this lease regardless of age.
- e. Time is of the essence of this lease.
- f. This lease may be signed in multiple counterparts.
- g. No waiver by Landlord of any provision in this lease shall be a waiver of any other provision or any subsequent breach by Lessee of the same or any other provision. Landlord's consent to, or approval of, any act shall not constitute a continuing consent to, or approval of, any subsequent act by Lessee.
- h. This lease and any above-named attachments constitute the entirety of any and all agreements between Landlord and Lessee. No other agreements, provisions, promises, commitments, or understandings have been reached between Landlord and Lessee. Any alleged agreements, provisions, promises, commitments, or understandings not specifically contained in this Lease are entirely unenforceable by either party.
- i. Any failure of Lessee to abide by all provisions of the lease will be considered as a default of the lease.
- j. Lessee agrees to maintain Renter's Insurance to insure Lessee's personal property as well as premises liability coverage.

SIGNATURES

Lessee:

XXXXXXXXXXXXXX

Date

Landlord:

Wayne A Schuetz
--or--
Chris Schuetz

Date