

RESIDENTIAL LEASE

Dated: _____

Agreement between Sara Diggs/Diggs Realty, Owners, and _____ Tenant, for a dwelling located at _____

Tenant agrees to lease this dwelling for a term of one year (1), beginning _____ and ending _____ for \$ _____ per month, payable in advance on the first (1st) day of each calendar month to Owners or their Agent, Diggs Realty, whose address is 701 Main St. # 6523, Evanston, IL 60204. If paid after the 5th day of the calendar month Tenant will be charged a \$45.00 late fee.

The first month's rent is \$ _____

The security/cleaning deposit on this dwelling is \$ _____. It is refundable if Tenants leave the dwelling reasonably clean and undamaged.

Tenant is responsible for all utilities, trash collection, lawn, yard, and snow removal.

Charges incurred by damages caused by the Tenant are due and payable at the time of the repair or will be included with the next month's rent.

(E.g. \$35.00 charge; following months rent will be the rental rate + \$35.00+ Monthly Rent)

Tenant is hereby advised to check with local authorities for any City Parking restrictions for this residency and, if required, it is recommended that they obtain the proper parking permit.

Should Tenant move before this Agreement expires, they will be responsible for paying rent through the end of the term or until another tenant approved by the Owners has moved in, whichever comes first.

Owners will refund all deposits due within 30 days after Tenant has moved out completely and returned their keys.

Only the following four (4) persons are to live in this dwelling: _____

Without Owner's prior written permission, no other persons may live there, and no pets may stay there, even temporarily, nor may the dwelling be sublet or used for business purposes.

THE LEASE SHALL CONTINUE ON A YEAR TO YEAR BASIS AFTER THE INITIAL TERM OF THE LEASE AND RENEWS AUTOMATICALLY, UNLESS either Tenant or Owners notify the other party in writing at least sixty- days (60) in advance to expiration that they do not wish this agreement to continue on any basis.

TENANT AGREES TO THE FOLLOWING:

- 1) to accept the dwelling "as is," having already inspected it.
- 2) to keep yards and garbage areas clean.
- 3) to keep from making loud noises and disturbances and to play music and broadcast programs at all times so as not to disturb other people's peace and quiet.
- 4) not to paint or alter the dwelling without first getting Owner's written permission.
- 5) to park their motor vehicles in assigned space and to keep that space clean of oil drippings and grease.
- 6) not to repair their motor vehicle on the premises (unless it is in an enclosed garage) if such repairs will take longer than a day.
- 7) to allow Owners to inspect the dwelling, work on it, or show it to prospective tenants at any and all reasonable times.
- 8) not to keep any liquid-filled furniture in this dwelling.
- 9) to pay rent by cash deposit, check, or money order made out to the Owners (checks must be good when paid. If you bounce a rent check, you will be charged a \$40.00 service charge, as well as any late charges that accrue was outlined on the first page of this lease).
- 10) to pay for repairs of all damage, they or their guests have caused.
- 11) to pay for any windows broken in their dwelling while they live there.
- 12) to be responsible for any and all utility bills,
- 13) not change the telephone wiring from 1 line usage, without written permission of the landlord. If you choose to add more lines, tenant(s) are responsible for any charges from the telephone company or any independent contractor you have hired, to implement your changes. You are responsible for payment of the bill for the service to be returned to 1 line at all jacks at the end of your tenancy. Phone lines must be returned to 1 line service before you move out.
- 14) that the landlord shall not be liable for storage or safekeeping of your possessions in, on, or near the premises. **It is strongly suggested the tenant obtain a renter's insurance policy.** Any and all personal property left upon the premises after you move out or after the lease expires, whichever occurs first, shall be deemed abandoned and the landlord shall bear no liability for the care or condition of such property. The tenant(s) waives the landlord for any and all liability for any loss or damage to the tenant's personal property of any and all kinds whatsoever.
- 15) The tenant shall not use the building in any way that will increase the insurance costs of the building. All property is to be used strictly for your personal residence
- 16) Any furnishings provided with the premises must remain at the premises after you move out.
- 17) Smoke detectors and carbon monoxide detectors are provided for your safety. In those homes that have battery operated detectors, we check the batteries before you move in and are sure your smoke detector is operating properly. If your smoke detector is hardwired, test it every month to be sure it is functioning correctly. **You are responsible for all maintenance of smoke detectors.**
- 18) The tenants are responsible for keeping insects from infesting on the premises. If insects are found when the tenant moves in, the landlord will eliminate those pests with extermination. However, after tenants move in, tenants are responsible for the exterminating costs.

- 19) The premises may not be sublet without the landlord's written permission. The lease may not be assigned or terminated without the landlord's written permission. A fee in the amount of \$250.00 per tenant shall be charged for processing and approving a sublease, assignment or termination. All other expenses of re-renting, such as, but not limited to, advertising costs, showing fees, express mail charges, and any costs associated with moving the current tenants belongings and getting the unit into rentable condition shall be paid by the tenant. In addition, all usual move out activities and expenses such as, but not limited to, unit carpet cleaning, repairs as needed, utility bill payments, returning of keys and garage door openers shall remain the responsibility of the tenant as stated in the lease that is being terminated.
- 20) Consent to receive documents electronically.
- 21) If you lose your keys or have given a key to someone and wish to have your lock changed, the fee is \$25.00 per lock during regular business hours. Tenants may not change their own locks without written permission of the landlord.
- 21) If you lose your keys and need a replacement key the charge is \$10.00 during regular business hours
- 23) The landlord reserves the right to put for Sale and For Rent signs during the term of your lease. The landlord reserves the right to show the premises to prospective tenants and buyers during the term of your lease. The times of showing shall be reasonable and, whenever possible, the tenants shall be informed of a showing in advance. Failure to allow the premises to be shown by tenants and or their guests will result in a fee of **\$125.00** to be paid within 30 days of violation of this clause.
- 24) In case the premises are rendered uninhabitable by fire, the landlord or tenant may terminate this lease without liability.
- 25) Holes placed in walls and ceilings shall be filled and painted with touch up paint so they cannot be seen. Holes shall not be placed in any wood surface such as doors, molding, trim, vanities, or cabinets.
- 26) In all rental units with carpeting, the carpeting must be professionally cleaned at least once a year at the end of the lease for non-renewing tenants at the tenants' expense. If this is not done, the landlord reserves the right to hire a professional carpet cleaner and bill the tenant for the cost of the carpet cleaning.
- 27) Tenants are responsible for routine maintenance of surrounding property. Includes, mowing lawn, shoveling
snow and ice removal on the sidewalks, stoops, stairs and decks. The tenant shall not make any repairs or improvements to the premises nor do any permanent landscaping without the landlord's prior written permission.
Fire pits may not be built or used on the premises.
- 28) If you do not move out of your premises by the date and time specified on the front of the lease, you become liable and agree to pay the following charges:
 - a) motel charges for the tenants waiting to move in
 - b) storage costs for the new tenants' possessions
 - c) the month's rent and daily fine at the rate of \$200.00 per day
 - d) any damages the new tenants may be entitled to
 - e) any reasonable attorney fees incurred in getting you moved out
 - f) any packing, cleaning, disposal, or storage fees that may be incurred in moving your things.

- 29) The tenants have given the landlord their security deposit as insurance against default. The landlord will use the security deposit only if the tenants default in payment to him or the utility companies, the tenants default in another provision of the lease, find damage to the premises occurs or if the premises are not cleaned before you move out. If there is no damage to the premises, the tenant have paid all of their utility bills, owe no rent, have thoroughly cleaned the premises, have moved out by the time specified on the front of the lease, have returned all keys to the premises, and have given the landlord in writing a method of returning the deposit, security deposits will be returned within 30 days after the lease has expired. If any portion of the security deposit is retained by the landlord for any reason, the unused potion will be returned within 30 days after the expiration of the lease together with an itemized list of the charges decided from the security deposit. If utility bills are not paid, the security deposit will be returned after the final bills are paid and the landlord is given paid in full from the utility companies or a statement from the utility companies that the final bill has been paid.
- 30) The mailbox key deposit is a separate deposit from the security deposit. Mailbox keys must be returned by the ending date of the lease or the tenant is subject to a missing key and/or re-keying charge.
- 31) If the tenant ends this lease before its beginning date, either through nonpayment of security deposit or last month's rent or through written agreement with the landlord, the tenant hereby agrees to forfeit any and all funds paid.
- 32) If the property is sold during the term of the lease, the following procedure will be followed:
 - #1) you will be given a 60 day written notice to vacate the premises;
 - #2) after you have vacated on or before that date, you will be given a month's rent and amounts owed you (security deposit, advance rent). The new owner will also have the option of continuing your lease. If the new owner does continue your lease, you will not be paid a month's rent, security deposit or advance rent.
- 33) All reasonable attorney's fees and court costs that are incurred if the tenant defaults and legal action is necessary will be paid by the tenant.
- 34) Any cable installation must be approved by landlord and is subject to additional security deposit if alteration to the premises is required.
- 35) If any clause in this contract is void, it alone is void. All of the other clauses are still valid.

Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under applicable code sections. The prevailing party shall recover reasonable legal service fees involved.

Owner _____ Tenant _____

Date: _____ Date: _____

Because most people are unaware of the high cost of professional cleaning labor, we are providing the following information for you. The following charges may be placed against your security deposit if you do not return the unit to Diggs Realty in as clean a condition as when you moved in.

Tenant Signature & Date

Stove

Oven \$50
Range top \$15
Burner bowls \$30 (not incl. burner bowls)
Range hood \$15
Oven drawer cleaned \$10
Broiler pan (if provided) \$20
Sides of the stove \$10
Floor under stove \$15

Sink

Sink base cleaned \$10
Sink cleaned \$10

Countertop

Countertops cleaned \$8
Stain removal \$5 per stain

Tubs

Clean tub & faucet \$50
Clean whirlpool tub & faucet \$35
Acrylic tub surround \$20
Ceramic tile surround \$60

Medicine Chest

Clean mirror and bulbs \$5

Empty washer or dryer \$5 each

Clean top & front of washer or dryer \$14

Outside Areas

Sweep deck \$20
Clean front door & light fixture \$20

Kitchen

Refrigerator

Freezer emptied \$10
Freezer cleaned \$15
Fridge emptied \$10
Fridge shelves cleaned \$25
Fridge drawers cleaned \$10
Fridge interior box cleaned \$10
Sides of fridge cleaned \$10
Floor under fridge cleaned \$15

Dishwasher

Dishwasher cleaned \$25
Dishwasher emptied \$5

Cabinets

Clean & lemon oiled \$9
Emptied \$5 per cabinet

Bathrooms

Toilet

Seat, bowl & rim \$15
Back \$10

Vanity

Sink & faucet \$15
Clean & lemon oil \$10
Light fixtures \$9

Washer Dryer Area

Floor under washer or dryer \$10
Sides of washer or dryer \$10

Garage

Clean garage if empty \$25
Oil stains \$20 per stain

General Cleaning Expenses

Vacuum 1 carpeted room or hallway \$8
Clean ceiling fan blades \$18
Clean ceiling fan lights \$20
Clean 1 tile or vinyl floor \$20
Clean 1 painted door \$14
Clean 1 painted wall \$20
Washing tile floor in 1 room \$12
Empty closet \$12
Clean 1 florescent light fixture \$20

Lemon oiling expenses
Baseboard \$2 per wall
Each window frame \$6
Each door frame \$8
Empty cabinets \$5 each
Cleaning 1 blind \$18
Washing 1 interior window \$10
Washing 1 window track \$7
Clean furnace filter grill \$25

All emptying charges assume that no items are to be kept. If items must be kept, additional fees will apply.