

# Lease Agreement

This lease agreement is made here on this day of **August** \_\_\_\_\_, **2010** by and between **Baraka Properties**, hereinafter referred to as Lessor, and \_\_\_\_\_, hereinafter referred to as Lessee.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor \_\_\_\_\_ addressed at \_\_\_\_\_ to be used as a private residence and for no other purpose from **August** \_\_\_\_\_, **2010** through **July 30<sup>th</sup>, 2010** at 12:00PM (noon).

**1. RENT.** Basic rent for this unit is \$ \_\_\_\_\_ per month, making total basic rent for the full term of this lease equal to \$ \_\_\_\_\_. Basic rent does not necessarily include additional rent charges such as for utilities or parking. Additional rent charges not included in basic rent are specifically listed in Section 11, 'ADDITIONAL RENT CHARGES'. Such charges are also considered rent and will be payable as such. Rent is due on the 1<sup>st</sup> day of each new month. Lessee agrees to pay rent promptly as it accrues. Rent paid after the 5<sup>th</sup> day of the month is considered late and may subject Lessee to late charges for that month. Late charges are applied to rent in the month that they occur in the amount of a \$25.00 one-time charge and an additional \$5.00 for each successive day that rent remains late and outstanding for the duration of that month. Late charges are also considered part of rent and payable as such. Lessee understands and agrees that additional rent charges and late charges are not considered a separate item outside of rent but as part of rent itself and will be billable as such. In addition, Lessee shall remit a penalty fee of \$25.00 for any returned checks. Finally, rent shall be made payable to "**Baraka Properties**" and is considered paid on the date of postmark when mailed to **Baraka Properties, P.O. Box 1552, Champaign, IL 61824-1552**, or immediately upon receipt if rent is hand delivered.

INT: \_\_\_\_\_

**2. SECURITY DEPOSIT.** Upon signing this Lease, Lessee shall pay to Lessor as a deposit an amount equal to rent for one month, securing Lessee's performance of every covenant and agreement to be performed by Lessee under this Lease. **THE SECURITY DEPOSIT SHALL NOT BE DEEMED OR CONSTRUED AS PAYMENT OF RENT FOR ANY MONTH OF THE LEASE TERM.** Lessee hereby waives any requirement that Lessor maintain any escrow monies in a special account. Lessee's liability is not limited to the amount of the security deposit. Upon termination of this Lease, full payment of all amounts due and performance of all Lessee's covenants and agreements, the security deposit or any remaining unapplied portion shall be returned to Lessee. In accordance with this Lease, certain basic charges will become immediately due and payable at termination in connection with bringing the premises into compliance with the terms as provided in this Lease. After deduction of clean-up, professional carpet cleaning, repair and replacement charges from the deposit, Lessor, at its sole option, may apply the deposit to any unpaid rent due.

Any notices required to be mailed from Lessor to Lessee in connection with the application or return of security deposit funds shall be mailed to Lessee's last known address which, for purposes of this Agreement, shall be deemed to be the leased premises, unless Lessee has, in writing, designated a different address.

The parties agree that Lessor is authorized to issue checks to \_\_\_\_\_ in payment of any unapplied security deposit funds and mail said checks to such address as is directed in writing by any one of the Lessee-Signatories to this Lease. Unless objected to by the remaining Lessees in writing before vacating the premises, the afore described designated Lessee-Signatory shall be deemed the agent for all Lessees of this Lease. In the absence of a written designation by Lessees as to the address to which unapplied security deposit funds are to be returned, Lessees authorize Lessor to place said funds in Lessor's escrow account pending receipt of such a designation from Lessees, provided that Lessor shall send notice of the deposit to Lessees at their last known address, which for purpose of this provision shall be deemed to be the leased premises. Security deposit is forfeited in the event that this lease is terminated before the end of the lease term. Early termination of this lease of any kind before expected end date mentioned above holds that Lessee shall be liable for such other damages incurred through the loss of a prospective tenant by the Lessor and for any additional expenses incurred by the injured parties.

INT: \_\_\_\_\_

**3. KEYS.** Lessee must return all keys to Lessor by 12:00PM (noon) on the date this lease agreement expires. If all keys are not returned or if Lessee loses a key during the lease period, a \$50.00 fee will be charged for changing each/the entry door lock. In addition, Lessee must pay \$5.00 per unreturned key to replace all original keys. If Lessee is locked out of the premises and Lessor unlocks the door during non-office hours, there will be a charge of \$50.00 or the actual Locksmith fees as charged, payable at the time service is rendered.

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**4. USE, SUBLET AND ASSIGNMENT.** Lessee hereby agrees not to allow the leased premises to be used for any purpose other than their own residence, and will neither sublet the premises nor assign this Lease without advance written consent of Lessor. Any attempted sublet or assignment without advance written consent shall be violable at Lessor's sole option. Lessee agrees that only the individual Lessee-Signatorie(s) to this Lease may reside in the house without written consent of the Lessor. Lessee will pay an assignment fee of \$150.00 in order to sublet the leased premises.

In the event the leased premises shall be vacated by Lessee during the term of this lease, Lessor may take immediate possession thereof for the remainder of the lease term and, at Lessor's discretion, relet the same and apply the proceeds upon the rent remaining due under this lease, but Lessee shall remain liable for the unpaid balance of the rent. Any items/furnishings abandoned on the premises will be disposed of at the Lessor's will with hauling/removal fees charged against the security deposit.

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**5. JOINT AND SEVERAL OBLIGATIONS.** Lessee's obligations shall be joint and several. The actions and omissions of any individual Lessee shall be construed against and binding on the entirety. Lessor, in its discretion, may exercise all its rights and remedies herein against any one or more of the Lessee-Signatories hereto.

INT: \_\_\_\_\_

**6. RULES AND REGULATIONS.** The rules and regulations of the building, as posted on the premises or delivered to Lessee and amended from time to time, constitute a part of this agreement and shall in all respects be observed and complied with by Lessee. Lessor reserves the right to rescind or change any of the rules and regulations of the building and to make such other rules and regulations from time to time as may be deemed needful for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all Lessees of the building.

Violation of any of the following rules will be deemed a default by the tenant of the conditions of this lease and are grounds for immediate eviction and default of security deposit:

- a. Large gatherings outside, playing of music, TVs, or loud noise of any kind inside or outside of unit loud enough to disturb other tenants or neighbors shall not be permitted at any time.
- b. Repairing or washing of vehicles, and any other kind of similar activity is not permitted on site. Cars blocking garage must be moved at Lessor's request.
- c. Cooking of any kind in any kind of container shall not be permitted within twenty-feet (20') of the buildings. Exterior storage of cooking appliances/grills shall be the same.
- d. Discarding trash of any kind in or around the buildings is not permitted. Garbage fees are the responsibility of Lessee and will be charged back as rent if paid by Lessor, unless specifically listed within Section 10, 'INCLUDED UTILITIES'.
- e. Tenants shall ensure that visitors shall conform to all the conditions of this lease and tenant shall be responsible for the actions of their guests and for any damage, or violations of same, by their visitors.
- f. Only persons listed on the lease application shall occupy the apartment. In no event shall Lessee allow any person not specified in the lease to remain as a guest for more than one week in any six month period without express written consent from Lessor.

- g. Criminal activity of any kind, police calls, or the existence of a prior felony conviction without a written explanation provided by the Lessee to the Lessor and signed by both parties constitute grounds for eviction and default of the entire deposit at the discretion of the Lessor.

INT: \_\_\_\_\_

**7. CONDITION OF PREMISES.** Lessor expressly warrants that the premises are fit for human habitation, and further agrees to maintain the premises and its appliances, furnishings and fixtures so as to comply with all applicable municipal housing, building, electrical, sanitary and life safety codes. Lessee agrees to report all repair and maintenance items promptly. Lessor may be notified by phone at (217) 898-2990 or email at [info@baraka-aps.com](mailto:info@baraka-aps.com).

Lessee acknowledges that they will receive, shortly after occupancy of the leased premises, a checklist prepared by Lessor to describe the condition of the premises at the time of Lessee's possession. Lessee agrees to return said checklist to Lessor within 72 hours of receipt, noting any discrepancies in the condition of the apartment not indicated on said checklist. Lessee understands that if this form is not returned to Lessor within 72 hours of Lessor's receipt of same, it shall be presumed for purposes of this Lease that said checklist adequately describes the condition of the premises at the time of Lessee's possession.

INT: \_\_\_\_\_

**8. MAINTENANCE AND UPKEEP.** Lessor agrees to maintain at its own expense the mechanical systems and leased appliances serving or within the leased premises in good operating order. Lessor shall not be liable for any loss caused by defects in the building or in the leased premises, unless due to Lessor's neglect, or for any accidental damages to the personal property of the Lessee in or about the building or the leased premises, from water, rain or snow, which may leak into, issue or flow from any part of the building or leased premises, or from the pipes or plumbing of the same, or any other cause. Lessee agrees to make no claim for any such loss or damage at any time, unless such damage is the result of Lessor's negligence. Lessee agrees that all of Lessee's person and property in the premises or elsewhere in and about the building shall be the risk of Lessee only, and acknowledges that Lessee may at their own option carry renter's insurance. Lessor is in no way an insurer of Lessee's person or possessions.

Lessee agrees not to make any changes in keys, locks, telephone locations, nor make alterations or contract for repairs or redecoration of any kind to the premises, furnishings or fixtures without Lessor's prior written consent; however, Lessee agrees to maintain the daily upkeep of the premises to the extent that the premises are kept in a clean and sanitary condition throughout the term of the lease as well as address general maintenance issues such as the replacement lightbulbs. Lessee is responsible for all lawn maintenance not limited to mowing, trimming and lawn/debris cleanup (including leaf removal). Lessee is responsible for removing all garbage and objects from around the yard and house and disposing of it immediately. No window treatment will be done.

INT: \_\_\_\_\_

**9. INVENTORY.** Lessor shall not provide any furniture to furnish the unit unless provision is specifically stated in this agreement. All furniture that is provided by the Lessor must be listed below. Any damages or destruction of furniture provided will be the responsibility of the Lessee to pay for any and all expenses Lessor deems necessary in order to replace and/or fix furniture. Lessor shall in no way cover any expenses in replacing furniture that is already provided. Lessee is responsible for the purchase of his or her own furniture if furniture provided is undesired. Hauling fee for removal of any furnishings from the unit will be paid by Lessee to Lessor in the amount of \$50.00. A second hauling fee of \$50.00 will be required near the end of the lease term for furniture that must be returned to the unit, as was originally found. All rules and provisions stated above apply to any item listed under inventory.

**INVENTORY**

INT: \_\_\_\_\_

**9. UTILITIES.** Unless specifically listed under Section 10, 'INCLUDED UTILITIES', Lessee shall pay for all utilities and/or services supplied to the premises, including water, gas, heat, electricity, telephone service and garbage collection, which is required. Lessee hereby authorizes the AmerenIP to provide a utility consumption report to the Lessor at any time without further authorization.

INT: \_\_\_\_\_

**10. INCLUDED UTILITIES.** Lessor agrees to pay for and provide the following utilities and/or services: \_\_\_\_\_. These services are included in basic rent for the leased premises and do not constitute an additional rent charge to Lessee.

INT: \_\_\_\_\_

**11. ADDITIONAL RENT CHARGES.** The following charges constitute rent due in addition to basic rent. Lessee understands the following charges also constitute rent and agrees to consider the following charges as rent. Lessee understands these charges are payable in addition to basic rent of the leased premises (see Section 1, 'RENT') and agrees to pay the charges at the same time as basic rent, due on the 1<sup>st</sup> day of each month:

<b>Utility Fees (Gas etc.)</b>	_____	<b>\$/ mo.</b>
<b>Parking</b>	_____	<b>\$/ mo.</b>
<b>Other</b>	_____	<b>\$/ mo.</b>

INT: \_\_\_\_\_

**10. ABSENCE FROM PREMISES.** Lessee agrees that should the premises be vacant for one or more days when freezing weather may occur, Lessee shall leave the heating system on with the thermostat set to at least 60 degrees and will furthermore notify Lessor that the premises will be vacant. Lessee acknowledges that Lessee will be liable for any and all damage caused by freezing water pipes as a result of failure to comply with this provision.

INT: \_\_\_\_\_

**11. PETS.** Pets are strictly not allowed without Lessor's written permission. Lessee's possession of pets without permission and a paid pet security deposit will result in fines starting at \$100.00 and continuing daily at \$10.00 per day of violation. Any necessary pest control/fumigation or repairs to the premises needed because of pets is the financial obligation of the Lessee and will be deducted from the security and pet deposits. Carpets will be steam-cleaned after vacating the premises with this charge from security and pet deposits.

INT: \_\_\_\_\_

**12. ACCESS, INSPECTION, EXHIBITING.** Lessee agrees to allow Lessor or Lessor's agent to, at a reasonable hour, enter the said premises for the purpose of inspecting the same, for making repairs that Lessor may deem necessary or desirable, or for showing the premises to prospective tenants. Lessor agrees to respect Lessee's right to privacy and to provide at least 24 hours advance notice prior to entry for non-emergency visits. As stated in Section 8, 'MAINTENANCE AND UPKEEP', Lessee is expected in good-faith to keep the premises in clean and sanitary condition; however, should Lessee fail to maintain the premises in a clean and sanitary state and should Lessor desire to show the premises to prospective tenants or inspect it for any other purpose, Lessor may at its own discretion hire a professional cleaning service to clean the unit in order to make it showable. In such an event, any costs associated with cleaning will be deducted from the Lessee's security deposit and Lessor will not be held

liable or responsible for items lost, stolen or misplaced. Lessee agrees that no sign shall be put up or painted on the building, in halls, stairways, or entrances without Lessor's written consent; however, Lessee agrees to allow at all times "for sale" or "for rent" notices on the premises, and not to interfere with same.

INT: \_\_\_\_\_

**13. RETURN OF POSSESSION.** Lessee agrees to vacate peacefully the premises leased herein on or before noon the last day of the lease term, clean and in good order, reasonable wear accepted, and to return all keys to the premises. If all keys are not returned to Lessor, Lessee will be charged lock and key replacement costs (see Section 3, 'KEYS'). If Lessee does not leave the leased premises clean at the expiration of this lease agreement, Lessor will hire a professional cleaning service to clean the leased premises and the cost of this service will be assessed to Lessee(s).

Any property left by Lessee(s) upon vacating the premises shall be deemed abandoned and may be disposed of by the Lessor. Costs incurred for labor and hauling shall be the liability of Lessee and charged against security deposit.

Upon termination of this lease, Lessee agrees to return the premises to the Lessor with all included furnishings and appliances in the same physical condition they were received and in good working order. If damage beyond the scope of ordinary wear and tear occurs to the leased premises or furnishings or appliances therein, Lessee agrees to promptly notify Lessor of said damage immediately when it occurs. If such damage was caused by the Lessee or his agents or guests, the cost of such repair shall immediately be paid to Lessor by Lessee or deducted from the security deposit, including the costs for repair or damage to other portions of the building, if any.

INT: \_\_\_\_\_

**14. DESTRUCTION OF PREMISES.** In the event said premises shall be so injured by fire, casualty, acts of God or any other reasons as to be rendered untenable, Lessor may at its option terminate this lease or repair the premises within 30 days and failing to do so, or upon the destruction of the premises, this agreement shall terminate. Lessor further agrees to furnish Lessee with an estimated date of repair within 14 days. During time premises are uninhabitable, Lessee's rent will be abated on a prorated basis.

INT: \_\_\_\_\_

**15. TERMINATION AND HOLDOVER.** Lessee shall not have the right to terminate this lease except by the written consent of Lessor. Continued possession of the premises by Lessee after the termination of this lease shall not be construed as renewal or extension of this lease and shall entitle Lessor to double rent due and payable for every fraction of day past the termination date of this lease and shall be construed as a new tenancy at the will of the Lessor. Also, Lessee shall be liable for such other damages incurred through the loss of a prospective tenant by the Lessor and for any additional expenses incurred by the injured parties. Lessor may take action to evict Lessee. Failure to check out by lease termination time will result in an additional late check-out charge of \$75.00 plus any loss of fees by Lessor due to holdover.

INT: \_\_\_\_\_

**16. ACCELERATION.** If default should be made in payment of rent or any portion thereof or in any of the covenants and agreements herein contained to be kept by Lessee, Lessor shall then be entitled to recover immediately as a component of its damages, an amount equal to the unpaid rental for the balance of the rental term. Any sums received by Lessor in re-letting the leased premises during the unexpired term of the Agreement will be credited to Lessee's account or, if said account is satisfied, refunded to Lessee.

INT: \_\_\_\_\_

**17. ENFORCEMENT.** In the event of commencement of legal action by either party to enforce any term or provision of this lease, the prevailing party shall be entitled to recover from the losing party all reasonable attorney fees and court costs incurred in connection with such action.

INT: \_\_\_\_\_

**18. NOTICES.** All notices or demands of any kind may be served on Lessee (as an alternative to personal service) by leaving a copy of such demand or notice at the premises, or by mailing a copy thereof by registered or certified mail, postage prepaid, addressed to Lessee at the premises. Service shall be deemed complete at the time of leaving said notice or within five days of mailing the same.

All notices from Lessee to Lessor should be sent to Baraka Properties, P.O. Box 1552, Champaign, Illinois 61824-1552. All notices should be sent by certified mail, return receipt requested.

INT: \_\_\_\_\_

**19. MISCELLANEOUS.** Lessee shall not make or permit any disturbing noises in the dwelling from their self, guests, pets, or visitors, nor do or permit anything by such persons that will interfere with the rights, comforts or conveniences of other Lessees or neighbors. Police calls for noise are, at the discretion of Lessor, grounds for eviction.

INT: \_\_\_\_\_

**20. APPLICATION OF FUNDS.** It is hereby agreed between the parties that all amounts paid by Lessee to Lessor shall be applied first to any past due and unpaid charges, thereafter to current charges.

INT: \_\_\_\_\_

**21. PLURAL SUCCESSORS.** The words "Lessor" and "Lessee" wherever herein occurring shall be construed to mean "lessors" and "lessees" in case more than one person constitutes either party to this Lease; all covenants and agreements herein shall be binding upon and inure to their respective successors, heirs, executors, administrators, and assigns, and shall be exercised by his or their attorney or agent.

INT: \_\_\_\_\_

**22. WAIVER OF DEFAULT.** No failure by Lessor to enforce any rights accruing because of any default by Lessee in prompt performance of any of the provisions hereof, no matter how many times such failure to enforce such rights may be repeated by Lessor, shall operate as a waiver of any of the provisions of this Lease, but Lessor may at any time omit to take advantage of or waive any default in any of the provisions hereof without prejudice to Lessor rights to enforce each and all of the provisions of this Lease with reference to other or subsequent defaults.

INT: \_\_\_\_\_

**23. SEVERABILITY.** If any portion of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this lease, nor any other portion hereof, nor shall it affect the application of any portion hereof to other persons or circumstances.

INT: \_\_\_\_\_

**24. LEASE EXPIRATION.** It is hereby agreed by Lessor and Lessee(s) that the LEASE GRANTED BY THIS WRITTEN LEASE AGREEMENT AUTOMATICALLY EXPIRES UPON THE DATE SET FORTH HEREIN. No further right of possession of the leased premises by Lessee(s) shall exist or accrue under any circumstances, except upon additional written agreement by new lease executed between the parties hereto. No payments by Lessee(s) in excess of the full amount due and owing Lessor at the expiration of this lease, whether accepted by Lessor or not, shall any way entitle Lessee(s) to make any claim for extended possession of the premises, nor shall same in any way be construed to be an extension or renewal of this lease or creation of a new lease for said premises between the parties. Lessor's obligation under such circumstances is expressly limited to returning to Lessee(s) such overpayment accepted by the Lessor. Lessor is entitled to retain any portion of the same, which are due and owing to the Lessor for rent or other obligations of Lessee(s) under the terms of this lease.

INT: \_\_\_\_\_

**25. VALIDITY OF LEASE.** Lessor or Lessor's Agent has made no promises except those contained in this lease and additional agreements listed below and initialed by the parties. These agreements can not be changed except in writing and signed by both Lessor and Lessee.

INT: \_\_\_\_\_

**26. REAL ESTATE TAXES.** Real Estate Taxes: Tenants shall be liable for the payments of real estate taxes with the respect to the Residence, in accordance with the terms and conditions of Section 200/15-175 of Chapter 35 Illinois Compiled Statutes, as amended (35 ILCS 200/15-175, (1994). The permanent real estate number for the Residence is: 91-21-07-208-017. Tenant shall be deemed to be satisfying Tenant's liability for said real estate taxes through the monthly rent payments as set forth above.

INT: \_\_\_\_\_

TENANTS INCLUDE \_\_\_\_\_ . ANY CHANGE TO THE PERSONS LIVING AT THE SAME RESIDENCE MUST BE RECORDED WITH LEASING OFFICE IN WRITING.

Names and Birth Dates of Occupants:

\_\_\_\_\_  
\_\_\_\_\_

SIGNATURES:

_____ Lessor or Lessor's Agent	_____ Date
_____ Lessee	_____ Date
_____ Lessee	_____ Date
_____ Lessee	_____ Date
_____ Lessee	_____ Date