



RESIDENTIAL LEASE
North Shore – Barrington Association of REALTORS®



1 **1. THE PARTIES:** Lessee and Lessor are hereinafter referred to as the “Parties”.
 2 Lessee(s) (Please Print) _____
 3 Lessor(s) (Please Print) _____

4 **If Dual Agency applies, complete Optional Paragraph 32.**

5
 6 **2. THE PREMISES:** Lessor agrees to Lease to Lessee, the property commonly known as:
 7 _____
 8 Address Unit# (if applicable)
 9 _____
 10 City State Zip County

11 Parking is is NOT included with the Lease: # of space(s) _____; identified as Space(s) # _____;
 12 (check type) Unassigned Space(s); Assigned Space(s); Garage

13
 14 **3. LEASE TERM:** This Lease shall begin _____, 20__ and end at 12:00 AM _____, 20__.

15
 16 **4. RENTAL PAYMENT AND SECURITY DEPOSIT:** The Lease Price shall be \$ _____ per
 17 _____ and shall be paid as follows: Security Deposit of \$ _____ by check, cash
 18 shall be due on _____, 20__. The first monthly rental payment of \$ _____ shall be due on
 19 or before _____, 20__. Rent is due and payable on the first day of each calendar month, in
 20 advance. Only one check will be accepted for rental payments even if multiple signatures are on the Lease. The timely
 21 payment of each installment of rent is deemed to be of the essence of this Lease. Lessee may not use the Security
 22 Deposit as payment of amounts due under this Lease. Lessee has deposited with Lessor, the sum set forth above as a
 23 Security Deposit to be held by the Lessor in accordance with State or local law or ordinance to secure the faithful
 24 performance by Lessee of all of the provisions contained in this Lease. If Lessee performs all of the obligations as
 25 provided in this Lease and pays all sums due Lessor, then Lessor, after Lessee has surrendered possession of the
 26 Premises and delivered the keys thereto to Lessor, shall refund said Security Deposit to Lessee, including interest as
 27 provided by law. If Lessee has failed to perform or comply with any of the provisions of the Lease, then Lessor may
 28 apply all or any part of the Security Deposit as payment of any sums due from Lessee to Lessor, or to pay for repair of
 29 any damages caused by Lessee, Lessee’s co-occupants or guests. The Security Deposit shall not be treated as advance
 30 payment of rent and the Lessee shall not apply the Security Deposit as rent during the term of the Lease unless Lessee
 31 obtains written permission from Lessor to do so. If the Premises shall be sold, the Security Deposit will be transferred to
 32 the new owner.

33
 34 **5. PERSONAL PROPERTY.** The following items of Personal Property belonging to Lessor shall remain in the
 35 Premises during the Lease Term: _____

36
 37 Lessee shall not remove or cause damage to said items of Personal Property and said items shall be in the same
 38 condition at the end of this Lease as they were when possession was delivered to Lessee, normal wear and tear excepted.

39
 40 **6. LATE CHARGES:** Rental payments received by Lessor later than the fifth (5th) day of the month in which such
 41 payment is due shall bear a late charge of \$ _____ plus _____ % of any rent due in excess of \$500.00. If
 42 Lessee mails rental payments to Lessor, the Late Charge will apply if the rent payment is received later than the fifth
 43 (5th) day of the month, regardless of the date Lessee mailed such payment. If payment is made by personal check that is
 44 later dishonored by the Lessee’s bank, Lessee shall be assessed any bank charges incurred by Lessor as a result of such
 45 dishonored check, in addition to the rent and Late Charge due on the payment of rent.

46
 47 **7. POSSESSION:** If Lessor cannot deliver possession of the Premises at the commencement of the Lease Term, the
 48 rent shall be abated until the Premises are available for occupancy by Lessee or, at Lessee’s option, the Lessee may
 49 terminate this Lease upon written notice to Lessor. Lessor shall not be liable to Lessee for any consequential damages to
 50 Lessee arising as a result of Lessor’s inability to give Lessee possession of the Premises at the commencement of the
 51 Lease Term.

Lessee Initial _____	Lessee Initial _____	Lessor Initial _____	Lessor Initial _____
Address _____			

52 **8. RESIDENTIAL REAL ESTATE AND LEAD-BASED PAINT DISCLOSURES:** If applicable, prior to signing
53 this Lease, Lessee [*check one*] has has not received the EPA Pamphlet, "Protect Your Family From Lead in Your
54 Home"; and [*check one*] has has not received a Lead-Based Paint Disclosure.

55
56 **9. INSPECTIONS:** Lessee and Lessor will complete, sign and date a Property Inspection Report at the beginning and
57 end of the Lease. Lessor may enter the Premises upon reasonable notice to Lessee to inspect and make repairs. The
58 Lessee may not make any repairs or alterations to the Premises without the prior written permission of Lessor.

59
60 **10. LESSEE TO MAINTAIN:** Lessee shall keep the Premises and the fixtures and appliances therein in a clean and
61 healthy condition, in good working order and in accordance with any and all ordinances applicable to the tenancy, at
62 Lessee's own expense, and upon the termination of this Lease for any reason Lessee shall return the Premises to Lessor
63 in as good a condition of cleanliness and repair as at the commencement of this Lease, reasonable wear and tear
64 excepted. Lessee shall make all necessary repairs to the Premises whenever damage has occurred or repairs are required
65 due to Lessee's conduct or neglect. Lessee shall replace all broken glass and fixtures and shall maintain all smoke and
66 carbon monoxide detectors in good condition at all times, including replacing spent batteries as necessary. Upon Lessee
67 vacating the Premises, if the Premises are not clean and in good repair, Lessor may cause the Premises to be brought to
68 the same condition of repair and cleanliness as existed at the commencement of the Lease Term. Lessee agrees to pay
69 Lessor for all expenses incurred by Lessor in returning the Premises to said condition on or before
70 _____ . Lessee shall not cause or permit any waste, misuse or neglect to
71 occur to the water, gas, utilities or any other portion of the Premises, inside or out, including lawn and landscaping care.

72
73 **11. REPAIR AND DEDUCT:** Lessee may only make repairs that are required by the Lease or local law. The limit of
74 the repair is \$500 or one-half (1/2) of the monthly rent, whichever is less. Repairs are to be noticed in writing to Lessor.
75 Lessee shall be responsible for ensuring that all repairs are performed according to local codes. Tradesmen making the
76 repairs must be properly licensed and insured. Lessee may not use this Repair and Deduct remedy if all procedures as
77 outlined in this Lease are not followed.

78
79 **12. RENTER INSURANCE:** Lessee agrees to obtain Renter insurance that shall be in effect for the entire Lease Term,
80 and any extension thereof, and shall provide Lessor evidence of such Renter Insurance.

81
82 **13. USE OF PREMISES:** The Premises shall be used ONLY as a private single-family residence and ONLY by the
83 persons disclosed in this Lease and on the Application for Lease submitted by Lessee in connection with the leasing of
84 the Premises. Lessee shall not engage in any activity that will increase the rate of insurance on the Premises. Lessee shall
85 not allow trash to accumulate in the common areas of the Premises or allow objects to be thrown from windows or
86 balconies. Lessee shall not hang objects out of windows or place objects on windowsills or ledges or balconies (if any),
87 which may fall and injure persons below. Lessee shall not keep any pet in the Premises without prior written permission
88 from Lessor. Lessee shall not use porches, decks, or balconies for cooking, sleeping or storage of furniture, bicycles or
89 other items of personal property. In no case shall Lessee allow porches, decks or balconies to be overloaded or occupied
90 by more people than would be reasonably safe based on the condition of such porch, deck or balcony. Lessee shall not
91 install a waterbed or any other unusually heavy item of furniture without prior written consent of Lessor. Lessee may
92 not place any signs or advertisements in the windows or building where the Premises is located. The Premises may not
93 be sub-let by Lessee without prior written consent of Lessor.

94 Names of Occupants: _____
95 _____

96
97 **14. APPLIANCES:** Lessee shall not install any air conditioning, heating or cooling equipment, dishwashers, clothes
98 washers or dryers or other appliances in any portion of the building or Premises occupied by Lessee without first
99 obtaining Lessor's written permission to do so. All such appliances installed by Lessee shall be maintained in working
100 order by Lessee and removed by Lessee at the expiration of the Lease Term. Any damage caused by appliances installed
101 by Lessee shall be the responsibility of Lessee and Lessee shall reimburse Lessor for the cost of repair of any damage
102 caused by such appliances, their installation, or their removal.

Lessee Initial _____ Lessee Initial _____ Lessor Initial _____ Lessor Initial _____ Address _____
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103 **15. UTILITIES:** Lessor agrees to provide Lessee with heat and hot water in sufficient quantities as may be required by
104 law or ordinance during the Lease Term. If the Premises contain separate heating and/or hot water fixtures, then Lessor's
105 sole obligation shall be to provide Lessee such fixtures in operating condition at the commencement of the Lease, and
106 Lessee shall be responsible for the utility costs for the operation thereof. Lessee shall be responsible for payment of the
107 following utilities: _____
108

109 **16. DISTURBANCE:** Lessee agrees not to play televisions, radios or musical instruments or musical playback
110 equipment in a manner that disturbs other tenants or neighbors and shall maintain the volume of such equipment at
111 reasonable levels. In addition, Lessee agrees to limit playing of such equipment between the hours of 10:00 p.m. and
112 7:00 a.m. to a volume that cannot be heard by persons outside of the Premises.
113

114 **17. HOLDING OVER:** If Lessee remains in possession of the Premises or any part thereof after the termination of the
115 Lease by lapse of time or otherwise, then Lessor may, at Lessor's option, consider such holding over as constituting a
116 month-to-month tenancy upon the terms of this Lease except at double the monthly rental specified above. Lessee shall
117 also pay to Lessor all damages sustained by Lessor resulting from Lessee's retaining possession of the Premises. In the
118 event Lessor accepts a payment of rent for a period after the expiration of this Lease in the absence of any specific
119 written agreement, continued occupancy shall be deemed a month-to-month tenancy, on the same terms and conditions
120 as herein provided, except for the double rent provision, to the extent permitted by state or local law or ordinance.
121

122 **18. FORCIBLE DETAINER:** If Lessee defaults in the payment of rent or any part thereof, Lessor may, in order to
123 obtain satisfaction of a claim for rent, place a lien on Lessee's property for all monies due Lessor, or if Lessee defaults in
124 the performance of any of the covenants or agreements herein contained, Lessor or his agents, at Lessor's option, may
125 terminate this Lease and, if abandoned or vacated, may re-enter the Premises. Non-performance of any of Lessee's
126 obligations shall constitute a default and forfeiture of this Lease, and Lessor's failure to take action on account of
127 Lessee's default shall not constitute a waiver of said default.
128

129 **19. LIABILITY FOR RENT:** Lessee shall continue paying rent and all other charges for the Premises to the end of the
130 Lease Term, whether or not the Premises becomes vacant by reason of abandonment, breach of the Lease by Lessee,
131 wrongful termination by Lessee or if the Lessee has been evicted for breach of this Lease, to the extent said obligation
132 for rent has not been mitigated, abated or discharged, in whole or in part, by any law or ordinance. Notwithstanding any
133 of the provisions contained in this Paragraph, Lessor shall make a good faith effort to re-let the Premises (but not in
134 priority to other vacancies) and if the Premises is re-let, Lessee shall be responsible for the balance of the rent, costs,
135 advertising costs and attorney's fees in connection therewith.
136

137 **20. BINDING EFFECT:** If Lessee shall violate any covenant or provision of this Lease, Lessor shall have the right to
138 terminate this Lease or Lessee's right to possession pursuant to the Lease upon appropriate legal notice to Lessee. This
139 Lease may not be assigned by Lessee without prior written consent of Lessor. If Lessee assigns this Lease, whether with
140 or without Lessor's permission as required herein, the covenants and conditions contained in the Lease shall nonetheless
141 be binding on the assignee as if assignee had signed the Lease. Nothing contained in this Paragraph shall preclude
142 Lessor from commencing legal proceedings against any assignee of this Lease who obtained possession from the party
143 named as Lessee in this Lease without Lessor's written permission as required in this Paragraph.
144

145 **21. ATTORNEY'S FEES:** If Lessor commences legal proceedings to enforce the covenants of this Lease due to
146 Lessee's breach of the terms of this Lease, Lessee shall pay Lessor's reasonable attorney's fees incurred to enforce
147 Lessee's compliance with the terms of this Lease
148

149 **22. CONTINUOUS OCCUPANCY:** Lessee shall maintain continuous occupancy of the Premises, and not allow the
150 same to remain vacant for any period in excess of ten (10) days without notifying Lessor of such vacancy. Lessee shall
151 not allow persons other than those named in Paragraph 13 of this Lease to occupy the Premises as guests for periods
152 exceeding seven (7) consecutive days during the Lease Term without prior written consent of Lessor.
153

<i>Lessee Initial</i> _____ <i>Lessee Initial</i> _____ <i>Lessor Initial</i> _____ <i>Lessor Initial</i> _____ <i>Address</i>

154 **23. REMEDIES CUMULATIVE:** Lessor's remedies contained in this Lease are cumulative and are in addition to, and
155 not in lieu of, any other remedies granted to Lessor pursuant to this Lease or applicable State or Local Law or
156 Ordinance.

157
158 **24. FIRE OR CASUALTY:** If the Premises, building or any part thereof shall become uninhabitable as a result of fire,
159 explosion or other casualty, Lessor and Lessee shall have all of the rights provided by State or local law or ordinance.
160 For purposes of this Paragraph, Lessor's good faith effort to obtain insurance adjustments, settlements or awards to
161 obtain sufficient funds to perform repairs made necessary due to fire, explosion or other casualty shall be deemed
162 diligent efforts to repair the Premises within a reasonable time.

163
164 **25. SECURITY GATES OR BARS:** The installation by Lessee of any metal gate or bars on doors or windows is
165 dangerous and strictly prohibited. Lessee shall immediately remove same upon notice by Lessor to Lessee to do so and
166 Lessor shall have the right to immediately remove any such installation at Lessee's expense if Lessee shall fail to do so
167 upon notice. Lessee hereby grants Lessor access to the Premises at all reasonable times for the purpose of removing
168 such gates or bars. The cost of repairing any damage to the Premises caused by the installation and/or removal of such
169 gates or bars shall be paid by Lessee upon demand by Lessor therefore, in addition to all costs of enforcement of this
170 Paragraph, including reasonable attorney's fees incurred by Lessor. In addition to the foregoing, the installation of such
171 gates or bars shall constitute a breach of this Lease, entitling Lessor, at Lessor's sole option, to terminate Lessee's right
172 to possession of the Premises pursuant to this Lease and commence proceedings to dispossess Lessee from the Premises.

173
174 **26. ALTERATIONS TO PREMISES:** Lessee may make no alterations to the Premises without the prior written
175 consent of Lessor. Lessee shall not install additional locks or other similar devices, nor may locks be changed or re-
176 keyed without prior written consent of Lessor. Lessee shall not place or cause to be placed on the Premises, the building
177 or elsewhere on the Premises, any mechanic's lien or any other claim for lien for any repairs, maintenance, alterations or
178 modifications performed by, or ordered or contradicted by the Lessee, whether or not same were rightfully performed or
179 ordered by the Lessee. The placement of any such lien shall constitute a breach of this Lease and upon ten days' notice
180 to cure said lien or lien claim, Lessor may terminate Lessee's tenancy or right to possession. In addition, Lessor shall
181 have the right to satisfy and remove said lien without regard to the merits thereof and Lessee shall be responsible for the
182 damages incurred in removing the lien, along with other damages, costs and attorney's fees incurred by Lessor in
183 connection therewith.

184
185 **27. RULES AND REGULATIONS:** Lessee agrees to obey the Rules and Regulations contained in this Lease and any
186 homeowner or condominium association, a copy of which has been given to Lessee, and any attachments and inclusions
187 thereto as well as any further reasonable Rules and Regulations established by the Lessor during the Lease Term. The
188 Rules and Regulations are hereby incorporated into and made a part of this Lease. Failure to observe the Rules and
189 Regulations shall be deemed to be a material breach of this Lease, and in event of such breach, Lessor shall be entitled to
190 terminate Lessee's right to possession under the Lease upon ten days' notice, and shall further be entitled to such rights
191 and remedies as provided by applicable state or local law or ordinance.

192
193 **28. SUBORDINATION OF LEASE:** This Lease is subordinate to all mortgages that may now or hereafter affect the
194 real property of which the Premises are a part.

195
196 **29. SEVERABILITY:** If any clause, phrase, provision or portion of this Lease, or the application thereof to any person
197 or circumstance, shall be determined to be an invalid or unenforceable under applicable law or ordinance, such event
198 shall not affect, impair or render invalid or unenforceable the remainder of this Lease or any other clause, phrase,
199 provision or portion hereof, nor shall it affect the applicability of any clause, provision or portion hereof to other persons
200 or circumstances, and the Lease shall be interpreted in accordance with said ordinance.

201
202 **30. NOTICE:** All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney.
203 Notice to any one of a multiple person Party shall be sufficient Notice to all and shall be given in the following manner:

- 204 (a) By personal delivery of such Notice; or
205 (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt

<i>Lessee Initial</i> _____ <i>Lessee Initial</i> _____ <i>Lessor Initial</i> _____ <i>Lessor Initial</i> _____ <i>Address</i>

- 206 requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of
 207 mailing; or
- 208 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission,
 209 provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event fax
 210 Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next
 211 Business Day after transmission; or
- 212 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided
 213 that the Notice transmitted shall be sent during Business Hours, and provided further that the recipient provides
 214 written acknowledgment to the sender of receipt of the transmission (by e-mail, facsimile, regular mail or
 215 commercial overnight delivery). In the event e-mail Notice is transmitted during non-business hours, the
 216 effective date and time of Notice is the first hour of the next Business Day after transmission; or
- 217 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
 218 following deposit with the overnight delivery company.
 219

220 **31. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.
 221 Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.
 222

223 **32. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to _____
 224 _____ (Licensee) acting as a Dual Agent in providing brokerage services on their behalf
 225 and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Lease.
 226

227 **33. ADDENDUMS:** The following Addendums are attached to and made a part of this Lease: _____
 228 _____
 229

230 **THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL**
 231 **PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS. The Parties represent that text of**
 232 **this form has not been altered.**

_____ 20____	_____ 20____
Date	Date
_____	_____
Lessee Signature	Lessor Signature
_____	_____
Lessee Signature	Lessor Signature
_____	_____
Print Lessee(s) Name(s) <i>[Required]</i>	Print Lessor(s) Name(s) <i>[Required]</i>
_____	_____
Address	Address
_____	_____
City State Zip	City State Zip
_____	_____
Phone E-mail	Phone E-mail
FOR INFORMATION ONLY	
_____	_____
Lessee's Brokerage Firm MLS #	Lessor's Brokerage Firm MLS #
_____	_____
Lessee's Designated Agent MLS #	Lessor's Designated Agent MLS#
_____	_____
Phone Fax	Phone Fax
_____	_____
E-mail	E-mail
_____	_____
Lessee's Attorney E-mail	Lessor's Attorney E-mail
_____	_____
Phone Fax	Phone Fax
_____	_____
Management Company	Contact Person Phone

Lessee Initial _____ Lessee Initial _____ Lessor Initial _____ Lessor Initial _____
 Address _____