



**MAINSTREET ORGANIZATION OF REALTORS®
RESIDENTIAL LEASE**

Not to be used for rental property in the City of Chicago.

Date of Lease	Term of Lease		Monthly Rent	Security Deposit
	Beginning	Ending		

TENANT

LANDLORD

Name(s) _____

Name(s) _____

Premises Address _____

Address _____

City, State, Zip _____

City, State, Zip _____

In consideration of the mutual covenants and agreements herein stated, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for a private dwelling, the unit designated above (the "Premises"), together with the appurtenances thereto, and the common elements or limited common elements appurtenant thereto, if any, for the above term. Along with the dwelling unit described herein, the premises include the following (check all that apply):

- Parking space(s) (Identified as _____ and containing _____ parking spaces).
- Garage (Identified as _____ and containing _____ parking spaces and _____ transmitters).
- Refrigerator Oven/Range/Stove Microwave Dishwasher Washer Dryer
- Window Air Conditions(s) (# _____) Storage locker Other Description: _____.

If Dual Agency applies, complete Paragraph 20.

1. RENT: Tenant shall pay to Landlord, monthly in advance without demand as rent for the Premises the sum stated above at Landlord's address stated above or such other address as Landlord may designate in writing. Time of such payment is of the essence of this agreement. All rent shall be due as of the first day of each month and shall be paid not later than the fifth day of each month.

Any rent not paid by the fifth day of the month shall incur a late payment penalty of ____% of the monthly rent (if blank then 5%).

2. SECURITY DEPOSIT: Tenant herewith has paid to Landlord the security deposit stated above, receipt of which is acknowledged by Landlord, as security for the faithful performance of the terms of this Lease by Tenant, including, but not limited to, payment of rent and to the return of the Premises in undamaged condition. Any unused portion of the security deposit will be returned to Tenant, without interest, within _____ days (if blank then 30 days), or sooner if required by applicable law, from the date that Tenant has vacated the Premises. Tenant acknowledges that Tenant has inspected the Premises and that the Premises are in good repair, except as specified below, and that no representations as to the condition or repair thereof have been made by the Landlord, or Landlord's Designated Agent, prior to or at the execution of this Lease, that are not herein expressed.

DEFECTS (if any) _____

Tenant Initial _____ Tenant Initial _____ Landlord Initial _____ Landlord Initial _____

Address _____

47 **3. UTILITIES AND SERVICES:** In addition to the monthly rent specified above, Tenant shall be responsible for
48 payment of the following (check all that apply):
49

- 50 Electricity Gas Water/Sewer Heating Fuel Refuse Removal Homeowner Association Dues
51

52 If Tenant fails to pay any of the above, Landlord may pay them on Tenant’s behalf. In such event Tenant shall
53 promptly reimburse Landlord for all such payment, plus any penalties paid by Landlord, upon demand by Landlord.
54 In the event any of the above utilities are not levied specifically on or in respect of the Premises, the Tenant shall
55 pay to Landlord as additional rent _____% of said utilities charged on the building of which the Premises is a part.
56

57 **4. USE, SUBLET, ASSIGNMENT:** The Premises will be used and occupied as a private, single-family premises
58 by (list individual names): _____
59 _____

60 and no others. Tenant will not permit the Premises to be used for any unlawful purpose or purposes that will injure
61 the reputation of the Premises or of the neighborhood, and will not permit the Premises to remain vacant or
62 unoccupied for more than thirty (30) consecutive days. Tenant will not allow the Premises to be used for any
63 purpose that will increase the rate of insurance thereon, nor for any purpose other than that herein specified. Tenant
64 will neither assign this Lease nor sublet the Premises without the prior written consent of Landlord; such consent
65 will not be unreasonably withheld. Landlord’s consent in this instance will not waive Landlord’s right to refuse
66 subsequent assignments or sub-lettings nor will Landlord’s consent release Tenant from liability under this Lease.
67

68 **5. POSSESSION:** Landlord will tender possession of Premises not later than the beginning date of this Lease.
69 Possession shall be deemed to have been given when Landlord delivers to Tenant the keys for the vacant Premises.
70 If Landlord does not deliver possession of the Premises to Tenant as stipulated herein, Tenant may cancel and
71 terminate this Lease, with written notice to Landlord. In this instance, neither party will be liable to the other and
72 any sums paid by Tenant under this Lease will be refunded. If Tenant accepts late delivery of the Premises, then the
73 rent will be reduced on a pro-rated daily basis for that monthly term from the date of actual possession. The term of
74 this Lease will not be extended by any such late delivery.
75

76 **6. ALTERATIONS AND IMPROVEMENTS:** Tenant will not make any alterations or improvements, including
77 decorating, without the prior written consent of Landlord. Any alterations or improvements that are made will
78 remain and be surrendered upon termination of this Lease. Any such acceptance will not relieve Tenant for any
79 costs incurred by Landlord as a result of any alterations or improvements. Tenant shall be responsible for all costs
80 incurred by Landlord as a result of any unapproved alteration or improvement.
81

82 **7. COMPLIANCE:** Tenant will in every respect comply with applicable local ordinances with the rules and
83 orders of the health officers thereof, with the orders and requirements of the police department, with the
84 requirements of any underwriters’ association so as not to increase the rates of insurance upon the building and
85 contents thereof, with the rules and orders of the fire department with respect to any matters coming within their
86 jurisdiction, with the rules and bylaws of any applicable homeowner’s association and with any Landlord’s rules
87 attached hereto.
88

89 **8. MAINTENANCE REPAIRS:** Tenant will keep the Premises in good and sanitary condition at Tenant’s sole
90 expense during the term of this Lease and during any renewal period or extension thereof. Tenant will maintain the
91 fixtures and mechanical systems in good operating order, and will further be responsible for the following (check
92 all that apply):
93

- 94 Snow/ice removal from driveways and sidewalks Lawn mowing
95 Landscape maintenance (other than lawn mowing) Scavenger service
96 _____ _____

Tenant Initial _____	Tenant Initial _____	Landlord Initial _____	Landlord Initial _____
Address _____			
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97
98 Landlord will be responsible for any structural or major maintenance and repairs, other than routine maintenance
99 and repairs that are not due to Tenant's misuse, waste or neglect or to that of Tenant's authorized occupants or
100 visitors.
101

102 Any appliances contained in the Premises are provided for the Tenant's convenience. Landlord does not warrant the
103 fitness or uninterrupted use or enjoyment of such appliances by Tenant. Any interruption of Tenant's use and
104 enjoyment of such appliances shall not constitute "constructive eviction," nor form the basis for any defense, set-off
105 or counter claim by Tenant.
106

107 Tenant agrees to pay for any and all repairs, including approved or unapproved improvements or alterations, that
108 shall be necessary to put the Premises in the same condition as existed at commencement of this Lease, reasonable
109 wear and tear and loss by fire or acts of nature excepted, and the expense of such repairs shall be included within
110 the terms of this Lease. In the event Tenant shall fail to maintain the Premises as provided hereunder, and upon
111 notice by the Landlord fails to correct any deficiencies, such failure shall constitute grounds for termination of this
112 Lease by Landlord.
113

114 Any maintenance or repair that is not the obligation of Tenant shall be the responsibility of the Landlord. Landlord
115 shall discharge its maintenance and repair responsibilities in a timely manner. In the event Landlord fails to do so,
116 and upon notice by Tenant fails to correct any deficiencies, such failure shall constitute grounds for termination of
117 this Lease by Tenant.
118

119 **9. DAMAGE BY FIRE OR CASUALTY:** If the Premises is damaged by fire or other casualty not due to
120 Tenant's negligence, Landlord will begin repairs as soon as possible. If the damaged Premises is uninhabitable, the
121 rent will cease until the repairs are made. If the Premises is not restored to habitable condition within _____
122 days (if blank, then sixty (60) days) this Lease may be terminated at the option of Tenant upon written notice to
123 Landlord. If Landlord decides not to repair or re-build, Landlord may terminate this Lease by giving Tenant
124 immediate written notice and Tenant will surrender the Premises to Landlord. Landlord shall be responsible for all
125 costs of repair of the Premises, provided the damage is not caused by any willful act or negligence on the part of
126 Tenant. If the damage is caused by Tenant's willful act or negligence, Tenant shall be responsible for all costs of
127 repair of the Premises and Tenant shall remain obligated to pay all rent and other charges through the end of this
128 Lease, regardless of the habitability of the Premises.
129

130 **10. CONDEMNATION:** If any part of the Premises is taken by any authority for any public or quasi-public
131 purpose or use or a settlement or a compromise or a settlement in lieu thereof be made that would substantially alter
132 the intended use of the Premises, this Lease will terminate from the date when possession of the Premises is taken.
133 Tenant will have no right to any damages awarded or settlement made in this regard.
134

135 **11. DEFAULT:** If rent or any other sum due Landlord is unpaid; if there is default in compliance with any term of
136 this Lease; if the Premises is abandoned, deserted or vacated by Tenant; or if the Landlord is otherwise entitled
137 under the law, then Landlord will have the right to terminate this Lease in accordance with any applicable statute or
138 ordinance. In any action with respect to this Lease, the Parties are free to pursue any legal remedies at law or in
139 equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees and costs from the
140 non-prevailing Party as ordered by a court of competent jurisdiction.
141

142 **12. HOLDOVER:** Tenant will deliver possession of the Premises to Landlord upon expiration or termination of
143 this Lease. If Tenant fails to do so, Tenant will pay an amount equal to three (3) times the monthly rent specified in
144 this Lease for each month or portion thereof that Tenant remains in possession of the Premises. Tenant will have no
145 rights in the Premises and will be a tenant in sufferance. Tenant will pay to Landlord any damages and costs
146 incurred by Landlord as a result of any holding over. Acceptance of rent after expiration or termination of this

Tenant Initial _____ Tenant Initial _____ Landlord Initial _____ Landlord Initial _____

Address _____

147 Lease will constitute a renewal on a month to month basis.
148

149 **13. LIABILITY:** Landlord will not be liable to Tenant for any damage to Tenant’s person or property or agents,
150 employees, guests or invitees other than for Landlord’s gross negligence. Tenant will indemnify and hold Landlord
151 harmless from all claims of any nature. Tenant shall be required to maintain renters insurance during the term of
152 this Lease. Tenant shall furnish a copy of said policy to Landlord.
153

154 **14. RIGHT OF ENTRY:** Landlord or Landlord’s agents will have the right to enter the Premises at reasonable
155 times with reasonable notice, except in the event of an emergency, in order to inspect, to make ordinary, necessary
156 repairs or alterations, to enforce the provisions of this Lease and to show the Premises to prospective purchasers or
157 tenants. Tenant will allow Landlord to have placed upon the Premises, at all times, notices of "For Sale" and/or "To
158 Rent" and will not interfere with the same.
159

160 **15. SUBORDINATION:** This Lease is subject to and subordinate to the lien of all mortgages now or hereafter
161 placed on any part of Landlord’s property that includes the Premises, to any extensions and renewals thereof and to
162 advances now or thereafter made on the security thereof. Tenant will execute such instruments evidencing
163 subordination at Landlord’s request. If Tenant fails to comply with such request, Tenant hereby irrevocably
164 empowers Landlord to do so in Tenant’s name.
165

166 **16. NOTICES:** Any notice to Tenant addressed to the Premises or the Landlord at the address designated by
167 Landlord will be sufficient, if in writing and delivered to either party in person or by certified mail.
168

169 **17. SEVERABILITY:** If any part if this Lease is construed to be unenforceable, the remaining parts will remain in
170 full force and effect as though any unenforceable part was not written into this Lease.
171

172 **18. LEAD-BASED PAINT DISCLOSURE:** Prior to signing this Lease, Tenant (check one) has has not
173 received the EPA Pamphlet, “Protect Your Family from Lead in Your Home,” and (check one) has has not
174 received a Lead-Based Paint Disclosure.
175

176 **19. RADON DISCLOSURE:** Prior to signing this Lease, Tenant (check one) has has not received a Radon
177 Disclosure.
178

179 **20. RULES AND REGULATIONS:** Tenant and other authorized occupants and guests will comply with all
180 occupancy rules and regulations of Landlord, if any, and, with any homeowner association or condominium
181 association rules and regulations as amended from time to time and furnished to Tenant. Failure to comply with the
182 occupancy rules and regulations will be considered a default under the terms of this Lease.
183

184 **21. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to
185 _____ (Designated Agent) acting as a Dual Agent in
186 providing brokerage services on their behalf and specifically consent to Designated Agent acting as a Dual Agent
187 with regard to the transaction referred to in this Lease.
188

189 **22. ATTORNEY REVIEW:** The Parties agree that their respective attorneys may approve or make modifications
190 to this Lease, other than stated rental price, within five (5) business days after the date of the Lease. If within ten
191 (10) Business Days after the Date of Acceptance, written agreement cannot be reached by the Parties with respect
192 to resolution of proposed modifications, then either Party may terminate this Lease by serving written notice to the
193 other Party, whereupon this Lease shall be null and void and security deposit shall be refunded to Tenant by
194 Landlord. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, THIS PROVISION

Tenant Initial _____ Tenant Initial _____ Landlord Initial _____ Landlord Initial _____

Address _____

195 SHALL BE DEEMED WAIVED BY THE PARTIES, AND THIS LEASE SHALL REMAIN IN FULL FORCE
196 AND EFFECT.
197

198 **23. OTHER TERMS OR PROVISIONS:**

- 199 (a) Pets are are not permitted under this Lease. If pets are permitted, such permission is limited as
200 follows: type _____ weight _____ number of _____. Further, the
201 following additional conditions apply: _____.
- 202 (b) In addition to any other remedies afforded to Landlord under this Lease, Landlord may charge Tenant an
203 amount equal to 5% of the monthly rent for any returned check. Two occurrences of returned checks during
204 the term of this Lease, including any extension of the term thereof, will require all future rental payments
205 by Tenant to be made by cashiers or certified check.
- 206 (c) Tenant shall pay ten dollars (\$10.00) for each and any lost key replaced by Landlord.
- 207 (d) Tenant will not install satellite dishes, antennae or cables for television, radio, sound equipment, computer
208 equipment or Internet access without Landlord's written consent in each case, and shall remove same and
209 restore all walls or other appurtenances prior to vacating Premises.
- 210 (e) (Check all that apply) Notice is hereby provided pursuant to Illinois statute that Landlord Tenant is an
211 Illinois licensed Real Estate Broker
- 212 (f) Landlord is required to re-key all locks prior to possession.
213

214 **24. ENTIRE AGREEMENT:** This document and the documents incorporated herein are the entire agreement of
215 the Parties and no representations of either party are binding unless contained herein. No oral statements will be
216 binding on either party. This Lease may only be modified by mutual agreement of the Parties. The following are
217 hereby incorporated herein and made part of this Lease:
218 _____.

219
220 **THIS FOLLOWING OPTIONAL PARAGRAPH APPLIES ONLY IF INITIALED BY ALL PARTIES.**

221
222 _____ **25. AGREEMENT FOR PROPOSED FUTURE PURCHASE BY TENANT:** On or before the
223 Commencement Date of this Lease, the Landlord and Tenant shall enter into a mutually acceptable agreement for
224 the Tenant's proposed future purchase of the Premises. In the event such agreement has not been executed this
225 Lease shall be null and void.
226

227 [LINES 226-243 INTENTIONALLY LEFT BLANK]
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243

Tenant Initial _____ Tenant Initial _____ Landlord Initial _____ Landlord Initial _____

Address _____

244 THIS IS A LEGALLY BINDING DOCUMENT. PRIOR TO THE EXECUTION OF THIS LEASE, LANDLORD
245 AND TENANT ARE ENCOURAGED TO CHECK ORDINANCES AND REGULATIONS TO VERIFY THE
246 REQUIREMENTS OF THE APPLICABLE GOVERNMENTAL AUTHORITY IN WHICH THE PREMISES IS
247 LOCATED.

248 IN WITNESS WHEREOF, the parties have signed and sealed this Lease on the date before written.

249 DATE _____ DATE _____

250 _____
251 TENANT SIGNATURE LANDLORD SIGNATURE

252 _____
253 TENANT SIGNATURE LANDLORD SIGNATURE

254 _____

255 **GUARANTEE**

256

257 For value received, the undersigned hereby guarantees the payment of the rent and the performance of the
258 covenants by the Tenant of the terms of the Lease.

259 _____ DATE _____

260 GUARANTOR SIGNATURE

261 _____

262 PRINT GUARANTOR'S NAME GUARANTOR'S PHONE

263 _____

264 GUARANTOR'S ADDRESS, CITY, ZIP

265 _____

266 **FOR INFORMATION ONLY**

267

268 _____

269 Tenant's Cell Phone Number(s) Landlord's Cell Phone Number(s)

270 _____

271 Tenant's Other Phone Number(s) Landlord's Other Phone Number(s)

272 _____

273 Tenant's E-Mail Address Landlord's E-Mail Address

274 _____

275 Tenant's E-Mail Address Landlord's E-Mail Address

276 _____

277 Tenant's Managing Broker MLS# Landlord's Managing Broker MLS#

278 _____

279 Tenant's Designated Agent MLS # Landlord's Designated Agent MLS #

280 _____

281 Phone Fax Phone Fax

282 _____

283 Tenant's Designated Agent's E-Mail Landlord's Designated Agent's E-Mail

284 _____

285 Tenant's Attorney Landlord's Attorney

286 _____

287 Phone Fax Phone Fax

288 _____

289 Tenant's Attorney's E-Mail Landlord's Attorney's E-Mail

290 _____

291

Tenant Initial _____ Tenant Initial _____ Landlord Initial _____ Landlord Initial _____

Address _____