

RESIDENTIAL LEASE AGREEMENT

WHEREAS this agreement, made and entered into on the _____ day of _____, 20____, between DIEPHOLZ RENTAL PROPERTIES, by and through its duly authorized representative, TAMI DIEPHOLZ (hereinafter referred to as "Lessor"), and _____, (hereinafter referred to collectively as "Lessee"). Whereas the parties hereto agree as follows:

ARTICLE I- DESCRIPTION OF PREMISES

Lessor grants, demises, and lets to Lessee, and Lessee hires and takes as tenant of Lessor the following described property, commonly known as:

_____	_____
Street	Unit No.
<u>Mattoon</u>	<u>Coles</u>
City	County
<u>Illinois</u>	<u>61938</u>
State	Zip Code

ARTICLE II - LEASE TERM

This lease will be for a term of twelve (12) months, beginning on the _____ day of _____, 20____, and concluding on the _____ day of _____, 20____.

After the original term of this lease agreement has expired, this Lease will automatically be renewed for successive terms of one month, until terminated by either party by at least thirty (30) days' written notice to the other party of such termination. In such event, a month-to-month tenancy shall be created.

ARTICLE III - USE AND OCCUPANCY

The premises leased is to be used and occupied by Lessee, and Lessee's dependent minor children, as a residence and for no other use or purpose. Lessee shall not use or permit the use of the premises, or any part of the premises, for any purpose other than as a residence without the written consent of Lessor. Lessee shall maintain the premises in a clean and habitable condition, and shall restore the premises to a clean and habitable condition, including professional carpet cleaning, upon the conclusion of the Lease Agreement. Lessor, at Lessee's sole and exclusive expense, shall engage a professional carpet cleaner at the conclusion of

the lease term to ensure that all carpeting is restored to a clean and sanitary condition.

Only the party or parties identified herein above as Lessee shall be permitted to occupy the premises, any additional persons found to be occupying the premises as a residence shall constitute grounds for immediate termination of this Lease. For the purpose of this provision, occupancy shall be defined as remaining overnight at the premises for more than fourteen (14) nights in a given calendar year.

ARTICLE IV – POSSESSION

Lessor shall deliver possession of the above-described premises to Lessee on the _____ day of _____, 20____. Lessee shall redeliver possession of the above-described premises to Lessor on the _____ day of _____, 20____, subject to earlier surrender of the premises as provided herein below. It is expressly acknowledged, understood, and agreed by and between the parties that the amount of damages caused to Lessor by Lessee's failure to timely surrender the premises cannot be precisely estimated or determined. In the event Lessee shall fail to surrender the premises as provided herein, Lessee shall be liable for liquidated damages in the amount of One Hundred Dollars (\$100.00) per day for each day that Lessee maintains possession subsequent to the timely surrender provisions as provided herein.

ARTICLE V – FAILURE TO DELIVER POSSESSION

If possession cannot be delivered to Lessee on commencement of the lease term, through no fault of Lessor or its agents, there will be no liability on Lessor or its agents. However, the rental provided in the instant lease shall abate until possession is given. Lessor or its agents shall have 30 days in which to give possession, and if possession is tendered within such time, Lessee will accept the leased premises and pay the rental amounts provided in the instant lease from the date of possession. In the event that possession cannot be delivered within said 30 day period, through no fault of Lessor or its agents, then the instant lease and all rights hereunder shall be terminated.

ARTICLE VI – RENT

The total rent due for the premises shall be _____, for the entire Lease Term. Rent payments shall be made in equal monthly installments of _____, with the first such installment due at the time of delivery of possession as provided hereinabove, and a like sum due on the due date, the _____ day of each subsequent month during the term of the lease. Payments shall be made to DIEPHOLZ RENTAL PROPERTIES, P.O. Box 909 Mattoon, IL 61938, or to any other person or agent that Lessor may designate. Rental payments may be delivered by using the drop box located at Diepholz Rental Properties office at 105 North 10th St. Mattoon, IL 61938.

ARTICLE VII- LATE PAYMENTS

It is expressly acknowledged, understood, and agreed by and between the parties that the amount of damages caused to Lessor by the late payment of installments provided herein cannot be precisely estimated or determined. It is expressly acknowledged, understood, and agreed by and between the parties that the amount of damages caused to Lessor by receipt of dishonored checks cannot be precisely estimated or determined. In the event that payment is dishonored for any reason, Lessee shall incur a insufficient fund charge in the amount of Twenty-Five Dollars (\$25.00).

ARTICLE VIII – DEPOSIT TO SECURE DAMAGES

Upon the execution of the instant lease agreement, Lessee shall pay Lessor the amount of \$_____, which shall constitute a security deposit for Lessee's faithful performance of the instant lease. Said sum shall also constitute security for any damages which may be caused or sustained as a result of the acts, neglect, or waste committed by Lessee, Lessee's invitees, or any person subject to Lessee's control.

Lessor shall, upon expiration of the instant lease, inspect the premises. In the event that no damage has been sustained, and in the event that the premises have been restored to a clean and habitable condition, and in the event that no utility or service bills remain outstanding, Lessor shall return the deposit to Lessee within 30 days.

In the event that damage has been sustained, or in the event that the premises have not been restored to a clean and habitable condition, or in the event that utility or service bills remain outstanding, Lessor shall first satisfy any amount of damages or unpaid obligations from the deposit, and Lessee shall be liable to Lessor for any sums incurred in excess of the deposit. The invasion or application of the deposit shall, in no way, relieve Lessee of liability for the payment of further damages occasioned by Lessee, Lessee's invitees, or any person subject to Lessee's control.

In the event that any sums remain due and owing as a result of missed or late monthly payments, Lessor shall first satisfy any damages or unpaid obligations from the deposit, and Lessee shall be liable to Lessor for any sums in excess of the deposit. The invasion or application of the deposit shall, in no way, relieve Lessee of liability for the payment of missed or late monthly payments.

ARTICLE IX – LESSOR'S RIGHT OF RECOVERY

In the event that the amount of damages, unpaid utility or service obligations, or sums due and owing as a result of missed or late monthly installment payments, or any combination thereof exceed the deposit to secure damages, Lessor shall have all legal and equitable remedies otherwise available. In the event that Lessee fails to pay any sums due and accruing hereunder, damages, or unpaid utility or service obligations,

Lessee shall be liable to Lessor for all reasonable attorney's fees incurred by Lessor in recovering possession of the premises and in recovering such sums, and in any collection or collateral proceedings related thereto. In the event that Lessee fails to pay any sums due and accruing hereunder, damages, or unpaid utility or service obligations, Lessee shall be liable to Lessor for any costs or expenses of suit incurred by Lessor to satisfy the obligation.

ARTICLE X – UTILITIES AND SERVICES

Lessee shall furnish natural gas service, electrical service, water service and sewer service, trash and any other utilities or services for the subject property at Lessee's exclusive expense, except as specifically provided herein below. Electrical service or any other utilities or services shall be maintained in the name and account of Lessee, with the exception of water service at 600 Marshall Ave., and on South 6th St., which shall be paid by Lessee, but maintained in the name and account of Lessor, and with the further exception of water service at 106 North 11th St., and 509 Charleston, Ave. which shall be provided by Lessor. Lessee shall defend, indemnify and hold Lessor harmless from any cost of electrical service or other utilities or services. Any cost associated with change of service, connection of service, or disconnection of service shall be assumed and paid by Lessee. Lessee shall defend, indemnify, and hold Lessor harmless from any cost incurred for the change, connection, or disconnection of any such services. In the event that Lessee should vacate or quit the premises without satisfying all payments to any utility or service provider, Lessor shall have the absolute right to cure such payments, which such sums shall be deducted from the security deposit of Lessee as provided hereinabove. Nothing herein shall be construed to limit or impair the rights of Lessor, and Lessor shall have any and all legal or equitable remedies available to cure any default of Lessee under the terms of this Article. Lessor shall provide trash service. Lessee shall not abuse trash service and shall not use the trash service to dispose of any electronics items, nor any item of a dangerous or hazardous character. Lessee's use of trash service shall be limited to the proper use of containers provided. Lessee shall be responsible for the costs associated with disposal or removal of any items of personalty that are unable to fit within the refuse containers provided. Any use of trash service beyond these limitations shall be at the sole expense of Lessee. Lessor shall have the absolute right to cure costs incurred for Lessee's violation of the foregoing provisions, which such sums shall be deducted from the security deposit of Lessee as provided hereinabove.

ARTICLE XI – RESTRICTIONS AND LIMITATIONS OF LESSEE

Lessee, and Lessee's Invitees, or any person or persons in the employ or subject to the control of Lessee shall be prohibited from damaging, destroying or abusing the property and the premises. The cost

to restore the property and the premises based on any damage caused by Lessee, and Lessee's Invitees, or any person or persons in the employ or subject to the control of Lessee shall be paid by Lessee. Lessor shall have the absolute right to cure such restoration costs, which such sums shall be deducted from the security deposit of Lessee as provided hereinabove. Nothing herein shall be construed to limit or impair the rights of Lessor, and Lessor shall have any and all legal or equitable remedies available to cure any physical or property damages under the terms of this Article.

Lessee shall use all due care and caution in using the systems within the premises, including heating, cooling, plumbing, and electrical systems in a manner to avoid damage to the premises, and to maintain the temperature of the premises within reasonable limits. Lessee shall not abuse or misuse the same. Lessee shall take good care of the premises and the systems therein. Lessee shall be responsible for the costs of any all service, restoration or repair costs incurred for a violation of this provision. Lessor shall have the absolute right to cure such restoration costs, which such sums shall be deducted from the security deposit of Lessee as provided hereinabove. Nothing herein shall be construed to limit or impair the rights of Lessor, and Lessor shall have any and all legal or equitable remedies available to cure any restoration costs under the term of this provision.

Lessee, and Lessee's Invitees, or any person or persons in the employ or subject to the control of Lessee shall be prohibited from creating any disturbances, noises, or, in any way interfering with the quiet and peaceful enjoyment of the premises of neighbors.

No pets, of any kind, shall be kept or harbored on the premises without the express written consent of the Lessor, which said consent shall be within the sole discretion of the Lessor. Lessor shall have the right to condition the keeping or harboring of any pets on terms or conditions that Lessor may, from time to time, impose, which shall be the subject of a written Lease Addendum.

Lessee shall not keep or possess, on the leased premises, any article, item or thing of a dangerous, flammable or explosive character that might or could increase the chance of eruption of flames on the leased premises or that, ordinarily, would be considered hazardous or ultra-hazardous.

Lessee shall not be permitted to install or maintain any object or property in any common area, on any exterior wall, or on any balcony of the premises, including outdoor lawn spaces. Lessee shall not create obstructions, nor store or display any property in any common area of the premises, without the prior approval of Lessor.

Smoking is strictly prohibited. Lessee and Lessee's Invitees, or any person or persons in the employ or subject to the control of Lessee shall be prohibited from smoking in or about the leased premises and within fifteen (15) feet of any entrance. Said prohibition shall be applicable to, tobacco, cannabis, narcotics, or any other substance.

Lessee shall be absolutely prohibited from engaging in illegal conduct and criminal conduct at the premises. Lessee shall abide all state and local laws, including City of Mattoon Ordinances, and Lessee hereby consents to Law Enforcement contacting Lessor with regard to any complaints or infractions. Any violation of this provision shall be grounds for immediate termination of this Lease.

ARTICLE XII – LESSEE'S POSSESSIONS

Lessee shall be solely responsible for his or her personal possessions and the possessions of any other person which may be, from time to time, located at the premises.

Lessor shall be under no obligation to extend or provide insurance coverage for any property or possessions of Lessee or for any property or possessions of any other person which may be, from time to time, located at the premises.

Lessee shall be solely responsible for obtaining insurance coverage for any property or possessions which may be, from time to time, located at the premises.

Upon the conclusion of the instant lease, the termination of the instant lease, or the abandonment of the premises by Lessee, any property then-remaining at the premises shall become the property of the Lessor who may dispose of it in her discretion. In the event that the Lessor incurs expenses for the disposal of any such property, Lessee shall be liable to Lessor in the amount of such expenses. Lessor shall have the absolute right to cure such disposal costs, which such sums shall be deducted from the security deposit of Lessee as provided hereinabove. Nothing herein shall be construed to limit or impair the rights of Lessor, and Lessor shall have any and all legal or equitable remedies available to cure any disposal costs under the term of this provision.

ARTICLE XIII - REDECORATION OR ALTERATION OF PREMISES

Lessee shall not make any alterations, additions or redecorations on the leased premises without the Lessor's prior written consent. Lessee shall not do or cause anything to be done in or about said premises for which a mechanic's lien might attach. All additions, fixtures or improvements made by Lessee, except movable household furniture, will become the property of Lessor and remain on the premises as a part of the premises, and shall be surrendered with the leased premises at the termination of this lease. Lessee shall maintain the premises, improvements, and fixtures in good repair and condition during the term of the instant Lease.

Lessee shall not commit, or suffer any other person to commit, any waste or damage to said premises or the appurtenances and shall keep and maintain the premises and all improvements in as good condition as now exists.

**ARTICLE XIV- LESSOR'S RIGHT OF ENTRY FOR INSPECTION,
REPAIRS AND ALTERATIONS**

Lessor, Lessor's agents, or Lessor's independent contractors are entitled to enter the leased premises during all reasonable hours with reasonable notice to Lessee to inspect the premises or to make repairs, additions or alterations as may be deemed necessary for the safety and comfort of tenants, or for the preservation of the leased premises or the building, or to exhibit the leased premises and to put and keep on the doors or windows of the premises a notice indicating that the premises are for rent, at any time before the expiration day of this lease. The right of entry will likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions which do not conform to this agreement or to the rules and regulations of the building or local ordinances.

Lessee shall immediately make known any maintenance needs or repair needs on the subject premises.

**ARTICLE XV – LESSEE'S LIABILITY FOR ABANDONMENT OF
PREMISES**

If Lessee abandons or vacates the leased premises before the termination of this lease, or any renewal of this lease, Lessor may, on giving fourteen (14) days' written notice to Lessee, declare this lease forfeited, and shall have the immediate right of reentry.

Until the premises have been relet, Lessee will pay to Lessor, on the same day as rental installments are due under this lease, the monthly rental installment. Lessee shall remain liable for all rent due, for the entire term of the lease unless and until the premises are occupied.

ARTICLE XVI – DEFAULT OF LESSEE

The parties agree that the following terms and provisions shall apply in the event of non-performance of obligations by the Lessee as set forth under the terms of the instant Lease.

In the event that Lessee should fail to perform any of the covenants, conditions or obligations contained in the instant Lease on or before the date on which performance is required, Lessor shall give Lessee written notice of the default of performance, stating that Lessee is allowed ten (10) days from the date of such Notice to cure the default of performance.

In the event that the default or failure of performance is not cured within said ten (10) day time period, Lessor shall be entitled to immediate possession of the premises.

In this event, Lessee shall remain liable for the balance of monthly installments, late payments, utility or services payments, and property damages pursuant to the terms and provisions hereinabove stated.

ARTICLE XVII – LOSS OR DESTRUCTION OF PREMISES

If the leased premises become, as a practical matter, totally untenable after a casualty loss such as fire, storm, explosion, earthquake or other casualty loss, and if the casualty loss is not due to the negligence or fault of the Lessee or the Lessee's family, guests or invitees, or some other person subject to Lessee's control, either Lessor or Lessee may terminate the rental agreement at any time prior to completion of repairs by giving written notice to the other. In such event, the Lessee will only be entitled to a pro-rata refund of rent from date of move-out and a refund of any security deposit less deductions as provided hereinabove.

Where the condition is the result of an insured casualty loss, Lessor shall make repairs as soon as is reasonably practicable. The time period for repair will not commence until insurance proceeds are received by the Lessor.

Should only a part of the leased premises thereby be rendered untenable, the rent shall abate in the proportion which the injured part bears to the whole leased premises, and such part so injured will be restored by Lessor as speedily as practicable, after which the full rent will recommence and the instant lease shall continue according to its terms.

ARTICLE XVIII – ASSIGNMENT OR SUBLEASE

Lessee will not assign this lease or sublet the premises, or any part of the instant lease without the prior, express written consent of the Lessor. Lessor reserves the right to assign this Residential Lease Agreement upon the sale or transfer of the subject property. Lessee shall execute any and all documents reasonably necessary to facilitate the same.

ARTICLE XIX – PARKING

Lessee shall be permitted to keep _____ motor vehicle(s) at the premises. Any such vehicle must be operational and duly licensed and insured. Any violation of this provision shall result in the towing of an impermissible vehicle at Lessee's sole cost and expense. If and when Lessee is assigned a parking space, the space shall be used exclusively for parking a passenger vehicle and any other vehicle which is identified on the attached Lessee Information Sheet. Lessee shall not park in any other space except for the space specifically identified by Lessor. Said space shall be used for no other purpose. Lessee shall be responsible for any costs or damages incurred as a result of Lessee's use of the assigned space.

ARTICLE XX – MISCELLANEOUS PROVISIONS

WAIVERS: Lessor's failure to object to any default on the part of Lessee shall not be construed as a waiver of such default, nor shall any custom or practice that may grow up between the parties in the course of

administering this instrument be construed to waive or to lessen the right of Lessor to insist on the strict performance of the provisions of this lease.

MERGER: All offers, acceptances, oral representations, agreements, and writings between the parties heretofore made are merged into the instant Lease, and shall be of no force or effect unless contained within the four corners of the instant Lease. The instant Lease embodies and constitutes the entire understanding and agreement of the parties with respect to the transaction contemplated herein. All prior or contemporaneous agreements, and understandings are merged herein.

AMENDMENT: The instant Lease may be modified or amended, but only by a written instrument signed by all parties.

SEVERABILITY: If any one or more of the provisions contained in the instant Lease shall be held illegal or unenforceable by a court, no other provisions shall be affected by this holding. The parties intend that in the event one or more provisions of the instant Lease are declared invalid or unenforceable, the remaining provisions shall remain enforceable and this Lease shall be interpreted by a Court in favor of survival of all remaining provisions.

HEADINGS: All captions, headings and titles are provided for ready reference and for the convenience of the parties, nothing contained in any captions, headings, or titles shall be construed to define, modify or alter the construction of the express terms, provisions, or conditions of the instant Contract.

JOINT AND SEVERAL LIABILITY: In the event that multiple occupants are identified as Lessee, all occupants covenant and agree that their obligations and liabilities created herein or hereby shall be joint and several.

DIEPHOLZ RENTAL PROPERTIES by Tami Diepholz, Lessor

[Signature of Lessee]

[Signature of Lessee]

LESSEE INFORMATION

Name

Name of Reference One

Cellular Phone Number

Telephone Number- Reference One

Prior Address

Address - Reference One

Employer

Name of Reference Two

Employer's Address

Telephone Number- Reference Two

Lessee's License Plate Number

Address - Reference Two

Lessee's Driver's License Number