



**MAINSTREET ORGANIZATION OF REALTORS®  
RESIDENTIAL LEASE  
(INTENDED TO BE A LEGALLY BINDING CONTRACT)**



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

Term of Lease		Monthly Rent	Security Deposit
Beginning	Ending		

<p>1 <b><u>TENANT</u></b></p> <p>2 Name(s) _____</p> <p>3 _____</p> <p>4 Premises Address _____</p> <p>5 City, State, Zip _____</p>	<p><b><u>LANDLORD</u></b></p> <p>Name(s) _____</p> <p>_____</p> <p>Address [REQUIRED] _____</p> <p>City, State, Zip _____</p>
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6 In consideration of the mutual covenants and agreements herein stated, Landlord hereby leases to Tenant and Tenant hereby leases  
 7 from Landlord for a private dwelling, the unit designated above (the "Premises"), together with the appurtenances thereto, and the  
 8 common elements or limited common elements appurtenant thereto, if any, for the above term. Along with the dwelling unit described  
 9 herein, the premises include the following (check all that apply):

- 10  Parking space(s) (Identified as \_\_\_\_\_ and containing \_\_\_\_\_ parking spaces).
- 11  Garage (Identified as \_\_\_\_\_ and containing \_\_\_\_\_ parking spaces and \_\_\_\_\_ transmitters).
- 12  Refrigerator    Oven/Range/Stove    Microwave    Dishwasher    Washer    Dryer
- 13  Window Air Conditioner(s) (# \_\_\_\_\_)    Storage locker    Other (description: \_\_\_\_\_).

14 **If Dual Agency applies, complete Paragraph 21.**

15 **1. RENT:** Tenant shall pay to Landlord, monthly in advance without demand as rent for the Premises the sum stated above at  
 16 Landlord's address stated above or such other address as Landlord may designate in writing. Time of such payment is of the  
 17 essence of this agreement. All rent shall be due as of the \_\_\_\_\_ day of each month (if blank, then first day of each month).

18 Any rent not paid by \_\_\_\_\_ day(s) after the due date (if blank, then five (5) days) shall incur a late payment penalty of \_\_\_\_\_%  
 19 of the monthly rent (if blank, then 5%).

20 **2. SECURITY DEPOSIT:** As security for the faithful performance of the terms of this Lease by Tenant, including, but not  
 21 limited to, payment of rent and to the return of the Premises in the same condition as they were at the Beginning Date of the Term,  
 22 normal wear and tear excepted, Tenant shall tender to Landlord the above-described Security Deposit within \_\_\_\_\_ days after the  
 23 Date of Acceptance of this Lease (if blank, one (1) day); if Tenant fails to tender said Security Deposit as required herein, this  
 24 Lease shall be deemed null and void. Any unused portion of the Security Deposit will be returned to Tenant, without interest,  
 25 within \_\_\_\_\_ days (if blank then 30 days), or sooner if required by applicable law, from the date that Tenant has vacated the  
 26 Premises. Tenant acknowledges that Tenant has inspected the Premises and that the Premises are in good repair, except as  
 27 specified below, and that no representations as to the condition or repair thereof have been made by the Landlord, or Landlord's  
 28 Designated Agent, prior to or at the Date of Acceptance of this Lease, that are not herein expressed.  
 29 DEFECTS (if any) \_\_\_\_\_  
 30 \_\_\_\_\_  
 31 \_\_\_\_\_

32 **3. UTILITIES AND SERVICES:** In addition to the monthly rent specified above, Tenant shall be responsible for payment of the  
 33 following [CHECK ALL THAT APPLY]:

34  Electricity    Gas    Water/Sewer    Heating Fuel    Refuse Removal    Homeowner Association Dues

35 If Tenant fails to pay any of the above, Landlord may pay them on Tenant's behalf. In such event Tenant shall promptly reimburse  
 36 Landlord for all such payment, plus any penalties paid by Landlord, upon demand by Landlord. In the event any of the above  
 37 utilities are not levied specifically on or in respect of the Premises, the Tenant shall pay to Landlord as additional rent \_\_\_\_\_% of  
 38 said utilities charged on the building of which the Premises is a part.

39 **4. USE, SUBLET, ASSIGNMENT:** The Premises will be used and occupied as a private, single-family premises by (list  
 40 individual names): \_\_\_\_\_  
 41 \_\_\_\_\_

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

\_\_\_\_\_  
 Tenant Initial   \_\_\_\_\_ Tenant Initial   \_\_\_\_\_ Landlord Initial   \_\_\_\_\_ Landlord Initial

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

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

60 **7. COMPLIANCE:** Tenant will in every respect comply with applicable local ordinances with the rules and orders of the health  
61 officers thereof, with the orders and requirements of the police department, with the requirements of any underwriters' association  
62 so as not to increase the rates of insurance upon the building and contents thereof, with the rules and orders of the fire department  
63 with respect to any matters coming within their jurisdiction, with the rules and bylaws of any applicable homeowner's association  
64 and with any Landlord's rules attached hereto.

65 **8. MAINTENANCE REPAIRS:** Tenant will keep the Premises in good and sanitary condition at Tenant's sole expense during the term  
66 of this Lease and during any renewal period or extension thereof. Tenant will maintain the fixtures and mechanical systems in good operating  
67 order, and will further be responsible for the following [CHECK ALL THAT APPLY]:

- 68  Snow/ice removal from driveways and sidewalks  Lawn mowing  
69  Landscape maintenance (other than lawn mowing)  Scavenger service  
70  \_\_\_\_\_  \_\_\_\_\_

71 Landlord will be responsible for any structural or major maintenance and repairs, other than routine maintenance and repairs that are  
72 not due to Tenant's misuse, waste or neglect or to that of Tenant's authorized occupants or visitors.

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

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

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

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

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

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

102 **12. HOLDOVER:** Tenant will deliver possession of the Premises to Landlord upon expiration or termination of this Lease. If

\_\_\_\_\_  
Tenant Initial \_\_\_\_\_ Tenant Initial \_\_\_\_\_ Landlord Initial \_\_\_\_\_ Landlord Initial

Address: \_\_\_\_\_

103 Tenant fails to do so, Tenant will pay an amount equal to three (3) times the monthly rent specified in this Lease for each month or  
104 portion thereof that Tenant remains in possession of the Premises. Tenant will have no rights in the Premises and will be a tenant  
105 in sufferance. Tenant will pay to Landlord any damages and costs incurred by Landlord as a result of any holding over.  
106 Acceptance of rent after expiration or termination of this Lease will constitute a renewal on a month to month basis.

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

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

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

119 **16. NOTICE:** All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to  
120 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- 121 a) By personal delivery; or
- 122 b) By mailing to the addresses recited herein on Page 1 by regular mail and by certified mail, return receipt requested. Except as  
123 otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- 124 c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the Notice transmitted shall  
125 be sent on Business Days during Business Hours. In the event Notice is transmitted during non-business hours, the effective date and  
126 time of Notice is the first hour of the next Business Day after transmission; or
- 127 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's attorney to the  
128 sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that, in  
129 the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next  
130 Business Day after transmission. An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by  
131 this Contract; or
- 132 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with  
133 the overnight delivery company.
- 134 f) Nothing herein shall be construed as waiving, limiting or modifying in any manner the requirements of any Illinois statute  
135 concerning the manner of service of notice or demand for possession of real estate incident to the termination of a lease.

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

138 **18. LEAD-BASED PAINT DISCLOSURE:** Prior to signing this Lease, Tenant *[CHECK ONE]*  has  has not received the EPA  
139 Pamphlet, "Protect Your Family from Lead in Your Home," and *[CHECK ONE]*  has  has not received a Lead-Based Paint Disclosure.

140 **19. RADON DISCLOSURE:** Prior to signing this Lease, Tenant *[CHECK ONE]*  has  has not received a Radon Disclosure.

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

145 **21. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to  
146 \_\_\_\_\_ (Designated Agent) acting as a Dual Agent in providing  
147 brokerage services on their behalf and specifically consent to Designated Agent acting as a Dual Agent with regard to the  
148 transaction referred to in this Lease.

149 **22. ATTORNEY REVIEW:** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective Parties, by  
150 Notice, may:

- 151 a) Approve this Lease; or
- 152 b) Disapprove this Lease, which disapproval shall not be based solely upon the stated Rent; or
- 153 c) Propose modifications to this Lease, except for the stated Rent amount, which proposal shall be conclusively deemed a  
154 counteroffer notwithstanding any language contained in any such proposal purporting to state the proposal is not a  
155 counteroffer. If after expiration of ten (10) Business Days after the Date of Acceptance written agreement has not been  
156 reached by the Parties with respect to resolution of all proposed modifications, either Party may terminate this Lease by  
157 serving Notice, whereupon this Lease shall be immediately deemed terminated; or

\_\_\_\_\_  
Tenant Initial      \_\_\_\_\_ Tenant Initial      \_\_\_\_\_ Landlord Initial      \_\_\_\_\_ Landlord Initial

Address: \_\_\_\_\_

158 d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer. Any proposal not  
159 specifically referencing this subparagraph d) shall be deemed made pursuant to subparagraph c) as a modification. If  
160 proposals made with specific reference to this subparagraph d) are not agreed upon, neither Party may declare this Lease null  
161 and void, and this Lease shall remain in full force and effect.

162 **If Notice of disapproval or proposed modifications is not served within the time specified herein, the provisions of this**  
163 **paragraph shall be deemed waived by the Parties and this Lease shall remain in full force and effect. If Notice of**  
164 **termination is given, said termination shall be absolute and this Lease rendered null and void upon the giving of Notice,**  
165 **notwithstanding any language proffered by any Party purporting to permit unilateral reinstatement by withdrawal of any**  
166 **proposal(s). IF TENANT TAKES POSSESSION OR EITHER PARTY FAILS TO SERVE WRITTEN NOTICE WITHIN**  
167 **THE TIME SPECIFIED, THIS PROVISION SHALL BE DEEMED WAIVED BY THE PARTIES, AND THIS LEASE**  
168 **SHALL REMAIN IN FULL FORCE AND EFFECT.**

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

- 170 a) Pets  are  are not permitted under this Lease. If pets are permitted, such permission is limited as follows: type/breed  
171 \_\_\_\_\_ weight \_\_\_\_\_ number of \_\_\_\_\_. Further, the following additional  
172 conditions apply (pet deposit/rent): \_\_\_\_\_.
- 173 b) In addition to any other remedies afforded to Landlord under this Lease, Landlord may charge Tenant an amount equal to  
174 5% of the monthly rent for any returned check. Two occurrences of returned checks during the term of this Lease, including  
175 any extension of the term thereof, will require all future rental payments by Tenant to be made by cashiers or certified  
176 check.
- 177 c) Tenant shall pay \$\_\_\_\_\_ (if blank, then landlord's actual cost or ten dollars (\$10.00), whichever is greater) for  
178 each and any lost key replaced by Landlord.
- 179 d) Tenant will not install satellite dishes, antennae or cables for television, radio, sound equipment, computer equipment or  
180 Internet access without Landlord's written consent in each case, and shall remove same and restore all walls or other  
181 appurtenances prior to vacating Premises.
- 182 e) **[CHECK ALL THAT APPLY]** Notice is hereby provided pursuant to Illinois statute that  Landlord  Tenant is an Illinois  
183 licensed Real Estate Broker.
- 184 f) Landlord is required to re-key all locks prior to possession.

185 **24. ENTIRE AGREEMENT:** This document and the documents incorporated herein are the entire agreement of the Parties and  
186 no representations of either party are binding unless contained herein. No oral statements will be binding on either party. This  
187 Lease may only be modified by mutual agreement of the Parties. The following are hereby incorporated herein and made part of  
188 this Lease:  
189 \_\_\_\_\_

190 **THIS IS A LEGALLY BINDING DOCUMENT. PRIOR TO THE EXECUTION OF THIS LEASE, LANDLORD AND**  
191 **TENANT ARE ENCOURAGED TO CHECK ORDINANCES AND REGULATIONS TO VERIFY THE**  
192 **REQUIREMENTS OF THE APPLICABLE GOVERNMENTAL AUTHORITY IN WHICH THE PREMISES IS**  
193 **LOCATED.**

194 IN WITNESS WHEREOF, the parties have signed and sealed this Lease on the date herein.

195 DATE OF OFFER \_\_\_\_\_ DATE OF ACCEPTANCE \_\_\_\_\_

196 \_\_\_\_\_  
197 TENANT SIGNATURE LANDLORD SIGNATURE

198 \_\_\_\_\_  
199 TENANT SIGNATURE LANDLORD SIGNATURE

200 **GUARANTEE**

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

203 \_\_\_\_\_ DATE \_\_\_\_\_  
204 GUARANTOR SIGNATURE

205 \_\_\_\_\_  
206 PRINT GUARANTOR'S NAME GUARANTOR'S PHONE

207 \_\_\_\_\_  
208 GUARANTOR'S ADDRESS

209 \_\_\_\_\_  
210 CITY, ZIP

**FOR INFORMATION ONLY**

211					
212					
213	Tenant's Cell Phone Number(s)			Landlord's Cell Phone Number(s)	
214					
215	Tenant's Other Phone Number(s)			Landlord's Other Phone Number(s)	
216					
217	Tenant's E-Mail Address			Landlord's E-Mail Address	
218					
219	Tenant's E-Mail Address			Landlord's E-Mail Address	
220					
221	Tenant's Managing Broker	MLS#		Landlord's Managing Broker	MLS#
222					
223	Tenant's Designated Agent	MLS #		Landlord's Designated Agent	MLS #
224					
225	Phone	Fax		Phone	Fax
226					
227	Tenant's Designated Agent's E-Mail			Landlord's Designated Agent's E-Mail	
228					
229	Tenant's Attorney			Landlord's Attorney	
230					
231					
232					
233	Phone	Fax		Phone	Fax
234					
235	Tenant's Attorney's E-Mail			Landlord's Attorney's E-Mail	