



River Birch Realty, LLC

Property Manager - \_\_\_\_\_

**This is a binding real estate contract** Cell - \_\_\_\_\_

## Residential Lease Agreement

This Lease Agreement (this "Agreement") is made by and between **River Birch Realty, LLC** ("Landlord") and \_\_\_\_\_ ("Tenant(s)").

Each Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

1. **Premises.** The premises leased is residential property located at: \_\_\_\_\_  
\_\_\_\_\_ (the "Premises"). Owned by: \_\_\_\_\_

2. **Agreement to Lease.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the Premises.

3. **Term.** (the "Term")

The initial term of the **LEASE BEGINS** \_\_\_\_\_

The initial term of the **LEASE ENDS** on \_\_\_\_\_

Following the initial Term, the lease will be renewed automatically on a month-to-month basis until:

A. Termination of the lease by the Landlord with a minimum of thirty (30) days written notice if the Tenant has resided in the apartment for two (2) years or less.

B. Termination of the lease by the Landlord with a minimum of sixty (60) days written notice if the Tenant has resided in the apartment for more than two (2) years.

After the initial lease term expires, the lease changes to month-to-month.

Notice can be given by the Landlord after the initial Term for:

- A. No cause
- B. Termination of the lease by the Tenant in accordance with the lease
- C. Mutual agreement during the Term of the lease

4. **Rent.** Tenant will pay Landlord a monthly rent of \$\_\_\_\_\_ for the Term. Rent will be payable in advance and due on the 1st day of each month during the Term. The first rent payment is payable to Landlord before the tenant moves into the property. Rent for any period during the Term which is for less than one month will be a pro rata portion of the monthly installment. Rent will be paid online via



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the tenant website. Payments by check or automatic payment made payable to River Birch Realty, LLC are acceptable.

Renewal Options after initial lease expires:

- A. **Failure to renew the Lease will result in a month-to-month term with a 10% rent increase.**
- B. Renew the lease for twelve (12) months (Rent increase details provided before signing renewal)

5. **Late Fee.** Rent received after the 6th of each month will be deemed as late; upon failure of the tenant to provide the full amount of due rent, **Tenant agrees to pay a late charge of Twenty-five Dollars— (\$25) on the 7th of each month late, in addition to a DAILY late fee of 0.5% of the recurring rent amount until the rent due is paid in full.**

6. **Utilities.** Tenant is responsible for arranging for and payment of all utility and other services required for the Premises unless otherwise specified here:

Tenant pays these UTILITIES: Gas            Electric            Water/Sewer            Trash

Average utilities: Ameren -Gas \$\_\_\_\_\_ CWLP - Electric/Water/Sewer \$\_\_\_\_\_ Trash \$\_\_\_\_\_

7. **Security Deposit.** As of signing this agreement, the tenant(s) will pay or has paid a security deposit in the amount of \$\_\_\_\_\_ to the Landlord. The security deposit is currently retained by Landlord as security for Tenant's performance of its obligations under this Agreement. The security deposit may not be used or deducted by Tenant as the last month's rent of the Term. Tenant will be entitled to a full refund of the security deposit if Tenant returns possession of the Premises to Landlord in the same condition as accepted, ordinary wear and tear excepted. Within 30 days after the termination of this Agreement, Landlord will return the security deposit to Tenant (minus any amount applied by Landlord in accordance with this section). Any reason for retaining a portion of the security deposit will be explained in writing. The security deposit will not bear interest while held by the Landlord in accordance with applicable state laws and/or local ordinances. The security deposit will be forfeited if the Tenant does not occupy the Premises for the full Term of the lease.

8. **Renter's Insurance.** Tenant is required to obtain, and maintain at all times during the Term, a renter's insurance policy with a minimum of \$100,000.00 personal liability coverage. Tenant will name Landlord as an interested party or additional insured. Tenant will provide Landlord with a certificate or proof of insurance upon request. **Tenant(s) must show proof of Renter's Insurance and Utilities in their name before being given possession. Failure to place the utilities in the tenant's name results in a \$25 fee charged monthly.**

9. **Landlord's Failure to Give Possession.** In the event Landlord is unable to give possession of the Premises to Tenant on the start date of the Term, Landlord will not be subject to any liability for such



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failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until the Landlord gives possession of the Premises to Tenant.

10. **Use of Premises.** The Premises will be occupied only by Tenant and Tenant's immediate family and used only for residential purposes. Tenants will not engage in any objectionable conduct, including **NUISANCE behavior** which will make the Premises less fit to live in, will cause dangerous, hazardous or unsanitary conditions or will interfere with the rights of others to enjoy their property. Tenant will be liable for any damage occurring to the Premises and any damage to or loss of the contents thereof which is done by Tenant or Tenant's guests or invitees. Any person staying more than 3 consecutive nights is considered a Tenant and must sign the lease. A person found staying more than 3 consecutive nights without signing the lease will result in a **charge of \$150** added to the tenant's ledger. We withhold the right to accept or deny a tenant based on factors such as credit scores and background checks.

11. **Condition of the Premises.** Tenant has examined the Premises, including the appliances, fixtures and furnishings, and acknowledges that they are in good condition and repair, normal wear and tear excepted and accepts them in its current condition.

12. **Maintenance and Repairs.** Tenants will maintain the Premises, including the grounds and all appliances, fixtures and furnishings, in clean, sanitary and good condition and repair. Tenants will not remove Landlord's appliances, fixtures, or furnishings from the Premises for any purpose. If repairs other than general maintenance are required, Tenant will notify the Landlord for such repairs. In the event of default by Tenant, Tenant will reimburse the Landlord for the cost of any repairs or replacement.

- A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- B. Maintain smoke detectors by replacing batteries as needed and ensuring the placement of a functional smoke detector in each bedroom;
- C. Keep all windows, glass, window coverings, doors, locks, and hardware in good, clean order and repair;
- D. Not obstruct or cover the windows or doors;
- E. Not leave windows or doors in an open position during any inclement weather;
- F. Not hang any laundry, clothing, sheets, etc. from any window, rail, porch, or balcony nor air or dry any of same within any yard area or space;
- G. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- H. Keep all air conditioning filters clean and free from dirt. **Failure to change filters before a significant amount of dust buildup is visible will result in a \$50 fee;**



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- I. Change furnace filters quarterly during January, April, July and October (Landlord will provide filters);
  - J. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use them only for the purposes for which they were constructed. Tenants shall not allow any sweepings, rubbish, sand, rags, ashes, or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
  - K. And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents. This includes keeping all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents. **By failing to maintain order or by disturbing other tenants within the hours of 12 a.m. to 7 a.m., the tenant will incur a \$20 fee. Repeated offenses may result in an increased fee.**
  - L. Deposit all trash, garbage, rubbish, or refuse in the locations provided thereof, and the tenant shall not allow any trash, garbage, rubbish, or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements. **Failure to abide will result in a \$50 fee;**
  - M. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.
  - N. In the event the landlord is called in to make repairs not included in the landlord's primary duties or resulting from tenant negligence, the tenant will be billed \$30 an hour. A \$30 inconvenience fee will be charged for each instance of additional work requested by the tenant. These fees include, but are not limited to, unlocking the home, making additional copies of keys, CWLP involvement. If the landlord is called in to make repairs not included in the landlord's primary duties or resulting from tenant negligence outside the hours of **7 a.m. to 7 p.m., Monday to Friday**, an additional fee of \$75 dollars will be added to the tenant's ledger. This fee does not apply to emergency calls such as HVAC or water issues.
  - O. Attorney's fees. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.
13. **Mechanics' Lien.** Tenant understands and agrees that Tenant and anyone acting on Tenant's behalf do not have the right to file for mechanic's liens or any other kind of liens on the Premises. Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor or services that such liens are invalid. Tenant further agrees to take the additional steps necessary to keep the Premises free of any and all liens that may result from construction completed by or for Tenant.
14. **Subordination.** With respect to the Premises, this Agreement is subordinate to any mortgage that now exists or may be given later by the Landlord.



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15. **Alterations.** Tenants will not make any alteration, addition or improvement to the Premises without first obtaining Landlord's written consent. Any and all alterations, additions or improvements to the Premises are without payment to Tenant and will become Landlord's property immediately on completion and remain on the Premises, unless Landlord requests or permits removal, in which case Tenant will return that part of the Premises to the same condition as existed prior to the alteration, addition or improvement. **If, without written consent from the landlord, a tenant renovates or updates the apartment, the tenant will be subject to a fee of the amount of \$200.**

16. **Lock and Key policy.** Tenants will not change any existing locks or install any additional locks on the Premises without first obtaining Landlord's written consent. If Tenant requests lock change, Tenant agrees to pay for changing the locks and provide Landlord with one duplicate key per lock. Tenants will be given two keys to the premises upon signing the lease. **If all keys are not returned to the Landlord following termination of lease, Tenant shall pay \$50. Tenants must request rekey upon initial possession and pay a \$30 Rekey Fee. Should the tenant require a new key or lock, a \$50 fee will be charged.**

17. **Smoking.** Smoking of any kind is strictly prohibited on any part of the Premises. This prohibition applies to Tenant and any visitor, guest or other occupant on the Premises. **A fee of \$50 will be charged whenever the tenant smokes any substance inside of the apartment complex.** Tenants who are legally licensed under state law to use medical marijuana are exempt from this provision in regards to marijuana use.

18. **Illegal Drug Use.** Any activity involving an illegal drug, including but not limited to using, possessing, or distributing any illegal drugs has the tenant subject to **a fee of \$150 pending their eviction.**

19. **Pets.** The tenant is allowed to have \_\_\_\_\_ pet(s) with Landlord's written approval and a **\$200 NON-REFUNDABLE PET FEE PER PET.** Properly trained service animals that provide assistance to individuals with disabilities may be permitted on the Premises with the prior written consent of the Landlord, which shall not be unreasonably withheld. Tenant will be responsible for the costs of defleaing, deodorizing and/or shampooing all or any portion of the Premises if a pet has been on the Premises at any time during the Term (whether with or without written consent of Landlord). Failure to disclose an animal on the premises that is not a service or emotional support animal **will subject the tenant to a \$100 fine in addition to the missed pet fee.**

20. **Fire and Casualty.** If the Premises are damaged by fire or other serious disaster or accident and the Premises becomes uninhabitable as a result, Tenant may immediately vacate the Premises and terminate this Agreement upon notice to the Landlord. Tenants will be responsible for any unpaid rent or will receive any prepaid rent up to the day of such fire, disaster or accident. If the Premises are only



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partially damaged and inhabitable, Landlord may make full repairs and will do so within a prompt and reasonable amount of time. At the discretion of Landlord, the rent may be reduced while the repairs are being made.

21. **Liability.** Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

22. **Assignment and Subletting.** Tenant will not assign this Agreement as to any portion or all of the Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Premises approved in writing by the Landlord.

23. **Right of Entry.** Landlords or its agents may enter the Premises at reasonable times to inspect the Premises, to make any alterations, improvements or repairs or to show the Premises to a prospective tenant, buyer or lender. In the event of an emergency, Landlord may enter the Premises at any time. Failure to make the apartment accessible in the case of emergency, when given due notice will result in a **fee of \$40**. If upon inspection unsanitary conditions are found that may result in bugs or termites, **a fee of \$100 will be added to the tenant's ledger.**

24. **Surrender.** Tenant will deliver and surrender to Landlord possession of the Premises immediately upon the expiration of the Term or the termination of this Agreement, clean and in as good condition and repair as the Premises was at the commencement of the Term, reasonable wear and tear excepted. **Tenants found residing in the unit past the proper notice to vacate may be subject to a Holdover fee at three times the monthly rent.**

25. **Default.** In the event of any default under this Agreement, Landlord may provide Tenant a notice of default and a 10 day opportunity to correct such default. If Tenant fails to correct the default within the stipulated time, other than a failure to pay rent or additional rent, Landlord may terminate this Agreement by giving a 10 day written notice. If the default is Tenant's failure to timely pay rent or additional rent as specified in this Agreement, Landlord may terminate this Agreement by giving a 5 day written notice to Tenant. After termination of this Agreement, Tenant remains liable for any rent, additional late costs, including costs to remedy any defaults, and damages under this Agreement. Upon resolution of default, Tenant and Landlord must sign Default Resolution Form 265. **Whenever a "Notice to Vacate" is physically posted, a corresponding fee of \$175 will be placed upon the tenant's ledger.**

26. Month-to-month tenants are required by IL state law to provide a Thirty (30) day notice of intent to vacate premise or shall forfeit their deposit. If you are not on a month to month lease, you are legally obligated to pay rent until your lease expires.



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27. **Remedies.** If this Agreement is terminated due to Tenant's default, Landlord may, in addition to any rights and remedies available under this Agreement and applicable law, use any dispossession, eviction or other similar legal proceeding available in law or equity.

28. **Subordination.** This Agreement and Tenant's right under it shall be subject and subordinate to the lien, operation and effect of each existing or future mortgage, deed of trust, ground lease and/or any other similar instrument of encumbrance covering any or all of the Premises, if any, and each renewal, modification, consolidation, replacement or extension thereof.

29. **Condemnation.** If all or substantially all of the Premises are covered by a condemnation including the exercise of any power of eminent domain by a governmental authority, this Agreement shall terminate on the date possession of the Premises is taken by the condemning authority, and all rent under this Agreement shall be prorated and paid to such date. Landlord is entitled to collect from the condemning authority the entire amount of any award made in any proceeding. Tenant waives any right, title or interest which Tenant may have to any such award and agrees to not make any claim for the Term of this Agreement.

30. **Hazardous Materials.** Tenants shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company. In order to maintain a safe environment in the case of fire, objects such as bikes, furniture, or other personal belongings will not be allowed to reside within the apartment common area, or outside of the tenant's door without written consent from the landlord. Failure to abide will result in a \$25 fine per offense.

31. **Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent via certified or registered mail to the following addresses (or to another address that either Party may designate upon reasonable notice to the other Party):

<p>If to Landlord to :</p> <p>_____</p> <p>1228 S. 7th St.</p> <p>Springfield, IL 62703</p>	<p>If to Tenant to:</p> <p>_____</p> <p>_____</p> <p>_____</p>
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In addition, Landlord may provide notice to Tenant by posting notice upon the front door of the Premises.



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32. **Quiet Enjoyment.** If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Premises during the Term.
33. **No Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.
34. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.
35. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding upon the Parties and their permitted successors and assigns.
36. **Governing Law.** The terms of this Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws provisions.
37. **Disputes.** Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.
38. **Amendments.** This Agreement may be amended only by a written agreement signed by the Parties.
39. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document.
40. **Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.
41. **Integrity.** The landlord intends to keep your residence in an acceptable condition. Any damage that the unit incurs must be reported to the landlord in a timely manner. Any damage knowingly left without a corresponding report to the landlord **may result in a \$150 fee**. Significant negligence may result in additional fees. If a tenant comes across any damage or problem in their unit, they must submit





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a work order through the Resident Center in Buildium (River Birch Realty property management software).

42. **Attorneys' Fees.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the property, Tenant will pay those fees.

43. **Additional Fees.** Additional fees may be reasonably added to or withheld from the tenant's ledger. For each additional fee a reason for its charge must be provided by the landlord. Some fees include: Move-out property inspection fee: \$50 (a fee necessary for recording the condition of the unit), lease renewal fee: \$50 (a fee necessary to process the paperwork in order to renew the leases), and others.

44. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements of the Parties, whether written or oral.





PRE-1978 HOUSING RENTAL AND LEASES DISCLOSURE OF INFORMATION OF LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure (initial)**

**(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):**

\_\_\_\_ Known lead-based paint and/or lead based paint hazards are present in the housing (explain):  
\_\_\_\_\_

\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

**(b) Records and Reports available to the lessor (check one below):**

\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead based paint and/or lead-based hazards in the housing (list documents below): \_\_\_\_\_

\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or hazards in the housing.

**Lessee's Acknowledgment (Initial)**

\_\_\_\_ (c) Lessee has received copies of all information listed above.

\_\_\_\_ (d) Lessee has received the pamphlet *Protect Your Family From Lead in Your Home*.

**Agent's Acknowledgment (Initial)**

\_\_\_\_ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

