

R&A Properties Lease Agreement

BY THIS AGREEMENT made and entered into on _____ (Month, Day, Year) , between _____ herein referred as Lessor and _____ herein referred to as Lessee, Lessor leases to Lessee the premises situated in the City of _____, State of _____ County of _____

and more particularly described as _____ together with all appurtenances, for a term of _____ years, to commence on _____ and to end on _____ at 11:59 P.M

1. Rent: Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of _____ Dollars (\$) per month in advance on the 1st_ day of each

calendar month beginning _____ at _____

_____, City of _____ State of, _____ or at such other place as Lessor may designate.

Failure to pay the stated amount by the 3rd of each month would result in a \$50 additional charge to incur per week until full payment has been received.

2. Security Deposit: On execution of this lease, Lessee deposits with Lessor Dollars (\$_____), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, on the full and faithful performance by him of the provisions hereof.

3. Quite Enjoyment: Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. Additional covenants also would include: No Smoking, No Drinking, and No Cable Dish Policy.

4. Use of Premises: The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the terms of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

5. Number of Occupants: Lessee agrees that the demised premises shall be occupied by no more than _____ persons, consisting of _____ adults and _____ children under the age of _____ years, without the written consent of Lessor.

6. Condition of Premises: Lessee stipulates that he has examined the demised premises, including the grounds and all building improvements, and that they are, at the time of this lease, in go order, repair, and a safe, clean, and tenantable condition.

7. Assignment and Subletting: Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license shall not be deemed to be a consent to any

subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

8. Alterations and Improvements: Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

9. Damage to Premises: If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; But, if the leased premises should be damaged other than by the Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

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Lessee agrees to no signs shall be placed or paintings done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

9. Animals: Lessee shall keep no domestic or other animals on or about the leased premises without the prior written consent of Lessor.

10. Right of Inspection: Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal or extension thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

11. Display of Signs: During the last 30 days of this lease Lessor or his agent shall have the privilege of displaying the usual for sale or for rent or vacancy signs on the demised premises and of showing the property to prospect purchasers or tenants.

12. Subordination of Lease: This lease and Lessee's leasehold interest hereunder and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

13. Holdover by Lessee: Should the Lessee remain in possession of the demised premises with the consent of the Lessor after the natural expiration of this lease, a new month to month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions

hereof but shall be terminated on 5 days written notice served by either Lessor or the Lessee on the other party.

- 14. Surrender of Premises:** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencements of this lease, reasonable use and where thereof and damages by the elements expected.
- 15. Default:** If any default is made in the payment of rent, or any part thereof, at the times here in before specified, or if any default is made in the performance or of or compliance with any other term or condition hereof, the lease, add the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeit picture of the lease shall not result if, within X days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.
- 16. Abandonment:** If at any time during the term of this lease Lessee abandons the demise premises or any part thereof, Lessor may, at his option, entered the demise premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may at his discretion, as agent for Lessee, relet the demise premises, or any part thereof, for the whole or any part of the den unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under the this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such. Realized by Lessor by means of such reletting. If Lessor's are right of reentry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.
- 17. Binding Effect:** The covenants and conditions herein contained shall apply to and bind the hires, legal representatives, and assigns of all parties hereto, and all covenants are to be construed as conditions of this Lease. If tenant failed to pay the rent or not follow the lease agreement all legal costs and attorney charges will be charged to the tenant.
- 18. Other terms:**
- a. If Tenant requires rent to be picked up from premises and additional \$30 charge for pick up fee will be applied to that month's rent.
 - b. Additional charges will be applied if tenant throws their furniture and mattress in garbage during the leasehold.

IN WITNESS WHEREOF, the parties have executed this lease at , the day and year first above written.

Lessor

Lessee

SMOKE DETECTOR INSPECTION

DATE

TENANT:

ADDRESS:

UNIT:

NUMBER OF DETECTORS IN UNIT:	1
NUMBER OF DETECTORS THIS FLOOR IN HALL:	1
NUMBER OF DETECTORS IN BASEMENT:	1
DETECTORS MISSING:	X
BATTERIES MISSING:	X
BATTERIES REPLACED:	yes
NUMBER OF DETECTORS IN WORKING ORDER AT START OF INSPECTION:	1
NUMBER OF DETECTORS IN WORKING ORDER AT END OF INSPECTION:	1

OTHER ACTIONS/NOTICES: TENANT IS NOT ALLOWED TO REMOVE THE BATTERY IN DETECTOR

THE ABOVE ADDRESS WAS INSPECTED FOR SMOKE DETECTORS ON THIS DATE AND EYEWITNESS ALL ARE IN GOOD WORKING ORDER AT THIS TIME PERIOD I AGREE NOT TO REMOVE DETECTORS OR BATTERIES AND WILL INFORM LANDLORD OF ANY NON WORKING DETECTORS.

TENANT SIGNATURE

DATE

THE FOLLOWING IS INCORPORATED IN THE ATTACHED LEASE FOR:

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1. It is mutually agreed that the leaser has the right to give lisi a written notice of termination and tenant agrees to give up possession of apt upon receipt of said notice of termination within the time period described Darren for any of the following reasons: space space
 - a. Nonpayment of rent. (Due 1st of each month)
 - b. Damage to property.
 - c. Introduction of any pets without authorization.
 - d. Excessive noise.
 - e. Allowing permanent residents of premises to other individuals.
 - f. Unclean and abusive conduct 2 of the premises.
2. Security deposit at no time shall be used for rent. The security deposit is refundable within 30 days after tenant vacates apartment.
3. Lessee agrees:
 - a. Not to use contact paper on the walls, cabinets, or any other area.
 - b. Wallpaper allowed on approval only.
 - c. Not to paint walls, ceilings or floors without approval of landlord.
 - d. Construct, build install, replace, or remove anything without consent, in or around the premises.
 - e. Nothing nailed or glued to cabinets or doors.
4. Tenant also agrees that the real estate is delivered in clean condition and is expected to be returned in clean conditions. Deductions will be made from the security deposit for the following;
 - a. Miscellaneous minor damage
 - b. Carpet cleaning if not professionally cleaned.
 - c. Appliance says left dirty \$35 charge per appliance.
 - d. Failure to return keys. \$5 per key
5. Additional charge of \$200 per month, per person, will be added for anyone other than the tenant and person whose name appears on application and occupies the property for more than seven consecutive or non consecutive days unless arrangements are previously made.
6. —
7. —
8. —

Tenant agrees to pay for damages done by overflow of water or stopped water due to tenants negligence.

For the lease of:

Other than decorating, the apartment should be left in clean condition, including the following;

1. Stove to be left clean, including top and under burners, broiler, and oven.
2. Refrigerator left clean, inside, outside, and on top.
3. Kitchen floor scrubbed, using diluted chemicals
4. Kitchen tile wash and clean.
5. Kitchen cabinet wiped clean of food and soil. Left clean inside. The next line kitchen sink and counter top scrubbed. No food left in strainers.
6. Bathroom floor, tub, tub wall or tile, and medicine cabinet Washington clean.
7. No holes left in walls or doors.
8. All rooms vacuumed.
9. Carpeting to be professionally cleaned.
10. Windows and screens left unbroken.
11. All windows cleaned on the inside.

All we add ask is for the apartment to be left clean, which we do not feel is an unfair request.

If you turn over the keys to a clean apartment, at the termination of your lease, with no damage other than normal wear and tear; You will receive your security deposit back in full.

LESSEE(S):

LESSOR(S):

Housing Rental and Leases
Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

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

Lessor's Disclosure (initial)

___ a. Presence of lead based paint 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 lessor (check one below):

☐ Lessor has provided the lease with all available records and reports pertaining to lead based paint and or lead based paint hazards in the housing (list documents below):

☒ Lessor has no reports of records pertaining to lead based paint and or lead based paint hazards in the housing.

Lessee's acknowledgement (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 acknowledgement (initial):

___ e. Agent has informed the lesser next line of the lessor's obligation under 42 U. S. C. 4582-Dand is aware of his or her responsibility to ensure compliance.

Certification of accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor

Date

Lessee

Date

Agent

Date

R&A Property Building Association

Dear Tenant,

Date

This letter is to inform you of the towing service that will be effect in the tenant parking lot starting in January 1994. All towed cars cost \$150. This program is to ensure you are of your parking space at designated area

1. All tenants must display a parking sticker in the rear window left side. If it is placed elsewhere on the car, it could be towed. Trucks place sticker in front windshield bottom right side. No exceptions.
2. If you park behind a building other than the building you reside on you will be towed. The stickers are coded to the buildings.
3. If your car is in for service and you have a loaner, a temporary sticker must be displayed in the loaner car.
4. You are responsible for your visitors. Unless they are overnight company, they park out front. You must inform them. Also sign will both will be posted at the driveway and buildings.
5. We will make temporary stickers available for your overnight guest. It must be placed on the dash in front of the steering wheel. It will be up to you to ensure the return of the sticker. If the sticker is lost or given to someone who does not return it, there will be a \$40 charge for another temporary sticker. You can also call the Police Department 4 permission to park on the street for your visitors, thus eliminating the requirement for the sticker. non-emergency number is call is: 630-361-5217. Or call leasers for a "no-tow"
6. If you issue a temporary sticker, be sure the visitor parks out front until sticker is in place before pulling in to the parking lot. There have been cases where a car has been towed during the time a person went to get a sticker and then returned to his car.
7. Your visitors or your responsibility. If these rules are followed there should be no problem and your parking space should always be available to you
8. If tenant fails to pay rent or does not follow the lease owner has the right to tow the car at the tenant's expense.

R&A Apartments LLC.

**P.O.Box 1181 Elmhurst 60126
630-361-5217/Fax:847-872-6607
Hsn226@yahoo.com**

Date: _____ Apt: _____

Name: _____

Address: _____

Dear Resident:

Often times tenant change information and forget to inform. Please take time to fill out this request and return to us. For your convenience you can email or mail request.

Home Phone #: _____

Work Phone #: _____

Cell Phone #: _____

Email: _____

Car Make/Model/Color: _____

License Plate: _____

Parking Space #: _____

S&S Towing Sticker # and color: _____

Storage Locker #: _____

*Please note any wrong information could result in your car being towed

Lessee

Date

Extermination Policy

Effective immediately, R&A Apartments requires that all residents, acknowledge and cooperate with the following policies regarding extermination inspection and treatment. Extermination service is included in your monthly rent and it is a free service. Are we ask for you to report all extermination issues to our office immediately, so we can remedy it for you, and maintain a healthy and safe environment for our community.

1. All new market move ins are subject to an extermination inspection during the first 30 days of occupancy based on the next exterminator availability. If during the exterminators inspection, they determined that the resident bought in roaches, bedbugs, or any other infestations, the resident will be charged for the extermination service fee.
2. Every apartment, being sublet or transferred from a must be cleared of any and all extermination issues prior to approval of the sublet or transfer.
3. The Leaseholder(s) of any apartment found to have bedbugs, cockroaches, or mice infestation will be financially responsible for treatments. If the infestation is not fully reported in full cooperation is not received. Any reinfestation bedbug roaches after 30 days of extermination clearance will be expense to the resident directly. Reinfestation's are a result of the following:
 - a. The residents lack of cooperation.
 - b. The residence behaviors have not been modified to discourage we infestation.
 - c. Unauthorized occupant and visitors brought a new infestation into the apartment.
 - d. Items, bearing bedbugs, such as used furniture, international luggage, have been brought into the apartment.
4. Every unit with a history of bedbug activity will not be allowed to sublet or transferred from unless the following conditions have been met:
 - a. The unit has been cleared of any bedbug activity for 90 days or longer.
 - b. The resident who is submitting the apartment or transferring to a new apartment agrees to pay a fee equal to \$375 if bedbugs are found in the unit within 90 days of him or her taking responsibility for the lease.
 - c. R&A properties will disclose to the persons sub, leading the apartment, the history of bedbug activity in the unit over the past 12 months.
 - d. The existing resident has washed or repainted any bedbug markings on all of the walls prior to vacating the apartment. This is to be done so that if new activity develops, the new resident will know that it Occurred during his or her occupancy.

Office Use:

Next exterminator visit scheduled visit: _____ Work order #: _____

(The exterminator has been prescheduled by your leasing agent on this date. This inspection is mandatory)

Unit Address: _____

Leaseholder Name (Please Print): _____

Signature: _____ Date: _____

Leaseholder Name (Please Print): _____

Signature: _____ Date: _____

Leaseholder Name (Please Print): _____

Signature: _____ Date: _____

Property Manager _____ Date: _____