



**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		

1 **TENANT** **LANDLORD**  
 2 Name(s) \_\_\_\_\_ Name(s) \_\_\_\_\_  
 3 \_\_\_\_\_  
 4 Premises Address \_\_\_\_\_ Address \_\_\_\_\_  
 5 City, State, Zip \_\_\_\_\_ City, State, Zip \_\_\_\_\_

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

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

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

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

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

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

30 DEFECTS (if any) \_\_\_\_\_  
 31 \_\_\_\_\_  
 32 \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

- |  |  |
|--|--|
| 72 <input type="checkbox"/> Snow/ice removal from driveways and sidewalks  | <input type="checkbox"/> Lawn mowing       |
| 73 <input type="checkbox"/> Landscape maintenance (other than lawn mowing) | <input type="checkbox"/> Scavenger service |
| 74 <input type="checkbox"/> _____  | <input type="checkbox"/> _____             |

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

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

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

88 Any maintenance or repair that is not the obligation of Tenant shall be the responsibility of the Landlord. Landlord

Tenant Initial _____	Tenant Initial _____	Landlord Initial _____	Landlord Initial _____
Address _____			
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89 shall discharge its maintenance and repair responsibilities in a timely manner. In the event Landlord fails to do so,  
90 and upon notice by Tenant fails to correct any deficiencies, such failure shall constitute grounds for termination of  
91 this Lease by Tenant.

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

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

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

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

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

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

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

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

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

Tenant Initial _____	Tenant Initial _____	Landlord Initial _____	Landlord Initial _____
Address _____			
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136 **18. LEAD-BASED PAINT DISCLOSURE:** Prior to signing this Lease, Tenant (check one)  has  has not  
137 received the EPA Pamphlet, "Protect Your Family from Lead in Your Home," and (check one)  has  has not  
138 received a Lead-Based Paint Disclosure.

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

141 **20. RULES AND REGULATIONS:** Tenant and other authorized occupants and guests will comply with all  
142 occupancy rules and regulations of Landlord, if any, and, with any homeowner association or condominium  
143 association rules and regulations as amended from time to time and furnished to Tenant. Failure to comply with the  
144 occupancy rules and regulations will be considered 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  
147 providing brokerage services on their behalf and specifically consent to Designated Agent acting as a Dual Agent  
148 with regard to the transaction referred to in this Lease.

149 **22. ATTORNEY REVIEW:** The Parties agree that their respective attorneys may approve or make modifications  
150 to this Lease, other than stated rental price, within five (5) business days after the Date of Acceptance. If within ten  
151 (10) business days after the Date of Acceptance, written agreement cannot be reached by the Parties with respect to  
152 resolution of proposed modifications, then either Party may terminate this Lease by serving written notice to the  
153 other Party, whereupon this Lease shall be null and void and security deposit shall be refunded to Tenant by  
154 Landlord. **IF TENANT TAKES POSSESSION OR EITHER PARTY FAILS TO SERVE WRITTEN NOTICE**  
155 **WITHIN THE TIME SPECIFIED, THIS PROVISION SHALL BE DEEMED WAIVED BY THE PARTIES,**  
156 **AND THIS LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.**

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

158 (a) Pets  are  are not permitted under this Lease. If pets are permitted, such permission is limited as  
159 follows: type \_\_\_\_\_ weight \_\_\_\_\_ number of \_\_\_\_\_. Further, the  
160 following additional conditions apply: \_\_\_\_\_.

161 (b) In addition to any other remedies afforded to Landlord under this Lease, Landlord may charge Tenant an  
162 amount equal to 5% of the monthly rent for any returned check. Two occurrences of returned checks during  
163 the term of this Lease, including any extension of the term thereof, will require all future rental payments  
164 by Tenant to be made by cashiers or certified check.

165 (c) Tenant shall pay \$\_\_\_\_\_ (if blank, then landlord's actual cost or ten dollars (\$10.00), whichever is  
166 greater) for each and any lost key replaced by Landlord.

167 (d) Tenant will not install satellite dishes, antennae or cables for television, radio, sound equipment, computer  
168 equipment or Internet access without Landlord's written consent in each case, and shall remove same and  
169 restore all walls or other appurtenances prior to vacating Premises.

170 (e) (Check all that apply) Notice is hereby provided pursuant to Illinois statute that  Landlord  Tenant is an  
171 Illinois licensed Real Estate Broker

172 (f) Landlord is required to re-key all locks prior to possession.

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

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

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

183 DATE OF OFFER \_\_\_\_\_ DATE OF ACCEPTANCE \_\_\_\_\_

184 \_\_\_\_\_

185 TENANT SIGNATURE \_\_\_\_\_ LANDLORD SIGNATURE \_\_\_\_\_

186 \_\_\_\_\_

187 TENANT SIGNATURE \_\_\_\_\_ LANDLORD SIGNATURE \_\_\_\_\_

188 **GUARANTEE**

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

191 \_\_\_\_\_ DATE \_\_\_\_\_

192 GUARANTOR SIGNATURE \_\_\_\_\_

193 \_\_\_\_\_

194 PRINT GUARANTOR'S NAME \_\_\_\_\_ GUARANTOR'S PHONE \_\_\_\_\_

195 \_\_\_\_\_

196 GUARANTOR'S ADDRESS \_\_\_\_\_

197 \_\_\_\_\_

198 CITY, ZIP \_\_\_\_\_

199 **FOR INFORMATION ONLY**

200 \_\_\_\_\_

201 Tenant's Cell Phone Number(s) \_\_\_\_\_ Landlord's Cell Phone Number(s) \_\_\_\_\_

202 \_\_\_\_\_

203 Tenant's Other Phone Number(s) \_\_\_\_\_ Landlord's Other Phone Number(s) \_\_\_\_\_

204 \_\_\_\_\_

205 Tenant's E-Mail Address \_\_\_\_\_ Landlord's E-Mail Address \_\_\_\_\_

206 \_\_\_\_\_

207 Tenant's E-Mail Address \_\_\_\_\_ Landlord's E-Mail Address \_\_\_\_\_

208 \_\_\_\_\_

209 Tenant's Managing Broker \_\_\_\_\_ MLS# \_\_\_\_\_ Landlord's Managing Broker \_\_\_\_\_ MLS# \_\_\_\_\_

210 Stanislaw Krozel 234622 \_\_\_\_\_

211 Tenant's Designated Agent \_\_\_\_\_ MLS # \_\_\_\_\_ Landlord's Designated Agent \_\_\_\_\_ MLS # \_\_\_\_\_

212 (773) 769-2210 (224) 848-6313 \_\_\_\_\_

213 Phone \_\_\_\_\_ Fax \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

214 royalaffiliates@gmail.com \_\_\_\_\_

215 Tenant's Designated Agent's E-Mail \_\_\_\_\_ Landlord's Designated Agent's E-Mail \_\_\_\_\_

216 \_\_\_\_\_

217 Tenant's Attorney \_\_\_\_\_ Landlord's Attorney \_\_\_\_\_

218 \_\_\_\_\_

219 \_\_\_\_\_

220 \_\_\_\_\_

221 Phone \_\_\_\_\_ Fax \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

222 \_\_\_\_\_

223 Tenant's Attorney's E-Mail \_\_\_\_\_ Landlord's Attorney's E-Mail \_\_\_\_\_

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