

Parties

This lease made this _____ day of _____, by and between _____ ("Landlord") and _____ ("Tenant").

Premises

Landlord leases to tenant and tenant leases from landlord, the property with improvements hereon, and furniture (if any) as shown on attached Schedule A, described as the property situated in the City of _____ commonly known as _____ ("Premises").

Term

This lease shall commence on the _____ day of _____ for a period of _____ unless sooner terminated according to the provisions hereof.

Rental

Tenant shall promptly pay as monthly rental hereunder the sum of \$ _____ payable to landlord at 2045 3rd Avenue, Suite 20, East Moline, Illinois, 61244 on or before the First day of each calendar month during the period of this lease. If all rent due is not paid on or before the 5th of the month, tenant agrees to pay a late charge of \$35.00 plus an additional late charge of \$5.00 per day thereafter until paid in full. Tenant agrees to pay a \$35.00 charge for each returned check, plus late payment charges.

Security Deposit

Receipt is hereby acknowledged of \$ _____ as a security deposit for the faithful performance of all the terms and conditions of this lease. Under no circumstances is said security deposit to be construed as rent, and tenant shall not be entitled to any interest on same. Landlord is authorized to place security deposit in an interest bearing account with interest accruing to landlord. The security deposit will be returned to tenant only upon the occurrence of all the following conditions: (a) payment of all rent due; (b) the vacating of the premises in clean condition; (c) return of all keys to landlord; (d) removal of abandoned articles; (e) thirty day notice from the first of the month and (f) upon furnishing a forwarding address to landlord. Deductions from the security deposit shall be made for any damages done to the premises, normal wear and tear excepted, including, but not limited to, insufficient light bulbs, scratches, burns, stains, holes in walls, as well as any other damages to the property, if any. After the above conditions have been complied with by tenant, security deposit will be sent to the forwarding address furnished by tenant, along with an itemized accounting of any charges or damages or other sums owed by tenant, no later than thirty (30) days after the termination of this lease. Tenant shall not withhold payment of the last month's rental or any portion thereof on grounds that the security deposit serves as security for the unpaid rental.

Tenant agrees to give landlord thirty (30) days advance written notice of vacating premises, and failure to do so shall constitute the forfeiture of the security deposit herein.

Abandoned Articles

All articles left in or upon the premises by the tenant upon termination of the lease for any reason shall be disposed of by the landlord as becomes necessary and in a manner as landlord may see fit and proper, and without recourse by the tenant. The landlord herein is further given the right to use the tenant's security deposit to cover the landlord's expenses in disposing of the tenant's articles.

Holdover

Unless another lease is signed by the parties or unless written notice of termination is given by either party thirty (30) days prior to the expiration date hereof, this lease shall be automatically renewed on a month to month basis at a \$ _____ rental per month. After expiration of the original term hereof, thirty (30) days advance written notice is required by either party for termination.

Notice Requirements

Any notice required hereunder shall be given by personal delivery or regular mail at landlord's address or the address of the leased premises.

Failure to Occupy

If tenant fails to occupy premises in accordance with this lease, all deposits hereunder shall be automatically forfeited.

Care and Maintenance of Premises

Tenant accepts the premises in its present condition and agrees to take good care of the premises and to make no alterations, additions, repairs or improvements without the prior written consent of landlord. Tenant agrees to report promptly, in writing, to landlord when any portion of the premises is out of repair, and to promptly reimburse landlord for any damage to the premises or furnishings thereof caused by the negligence, misuse, or any other occurrence attributable to tenant, tenant's agents, family or guests. Tenant further agrees to be responsible for, at tenant's expense, stoppage of sewer facilities chargeable to tenant's use of same and for broken water pipes due to freezing if a water cut-off has been provided. Tenant also agrees to be responsible for ordinary maintenance such as fixing leaking faucets, timely changing of air conditioner filters, repairing damaged air conditioners due to lack of filters or clogged filters, watering and maintaining the yard, shrubs, etc., and keeping same comparable to other lawns in the neighborhood.

Equipment

Any electrical or mechanical equipment which is a part of the premises, including dishwashers, garbage disposals, automatic range and ovens, refrigerators and freezing units, attic fans, heating and air conditioning equipment, automatic clothes washers and dryers, swimming pools and equipment, and automatic lawn sprinkling equipment, will be delivered by the landlord in good operating order. It is expressly understood that tenant will properly operate, service, and maintain all such equipment and surrender same

in good operating order at the termination of this lease. Any service, maintenance, or repair for other than worn out parts or equipment will be at the tenant's expense.

Utilities

Unless otherwise mentioned herein, all utilities used in or about premises shall be paid by tenant.

Occupancy

The premises shall be used only as a private residence and as a single family dwelling unit, and for no other purpose, with the number of adults and children residing therein not to exceed _____. Neither the whole of the premises, nor any portion thereof, shall be assigned or sublet by tenant to any other person without the prior written consent of landlord. Tenant accepts existing locks as safe and acceptable. In the event tenant changes or adds locks or security devices, keys or access shall be furnished to landlord.

No pets shall be kept on the premises except as authorized by special provisions below.

Nuisance Clause

Tenant and the family and guests of tenant shall fully comply with all federal, state, municipal, and other laws and ordinances, and shall not commit any act which is a nuisance or annoyance to the neighborhood.

Liability of Landlord

The landlord shall not be liable to tenant or tenants invitees, family, employees, agents or servants for any personal injuries or damage to personal property caused by defects, disrepair or faulty construction of the premises. Tenant hereby agrees to indemnify and hold harmless the landlord from and against any and all claims for damages to premises or personal injury arising from tenants use of premises, or from any activity, work or thing done, permitted or suffered by tenant in or about the premises. If, in landlords judgment, there is substantial damage to the premises, landlord may terminate this lease by giving written notice to tenant and the rent shall be prorated and the balance refunded to tenant, less lawful deductions.

The landlord shall not be liable for personal injuries or property damage or loss from theft, vandalism, fire, water, hurricane, rain, explosion, or other causes whatsoever, unless the same is due to the negligence or fault of landlord. Landlord shall have no duty to furnish smoke detectors except as required by statute. When smoke detectors are furnished, landlord shall test same and provide initial batteries at lease commencement; thereafter tenant shall pay for and replace smoke detector batteries, if any, as needed.

Tenants Insurance

Tenant is hereby notified that landlord's insurance does not insure tenant against loss of personal property on the premises due to fire, theft, vandalism or other causes. Tenant is responsible for insurance on tenant's own property for fire and casualty loss and for tenant's family for liability insurance coverage.

Contractual Lien

Tenant does, by the execution of this residential lease, grant to landlord an express contract lien and security interest upon all fixtures, goods and property of the tenant now or hereafter placed in or upon the premises in order to secure the prompt payment of rent herein provided, and the full compliance by tenant of all agreements and covenants hereunder. This contract lien shall be in addition to such statutory liens as landlord may have under and by virtue of the laws of the State of Texas, as presently existing or as may be amended. In order to exercise contractual or statutory lien rights when tenant is in default hereunder, landlord may peacefully enter the premises and remove and store all property therein, except property exempt by statute, provided, however, tenant must be present or written notice of entry must be left afterward.

Default

In the event the tenant shall default in the prompt payment of rent when same is due, or fail to perform any of the provisions of this lease, or in the event the tenant shall abandon the premises, or leave them vacant, landlord, without further notice, may re-enter the premises by summary proceedings, or by force, without being liable for prosecution therefore. Landlord may also take possession of said premises, and remove all persons or property there from, and may elect to either cancel this lease, or to rent the premises and receive the rent therefore. Such rent shall be applied first to the expenses incurred by landlord in entering and renting, and then to the payment due under this lease. Tenant shall remain liable for any deficiency in the total amount due under said lease. Tenant's absences from the premises for three (3) consecutive days while all or any portion of rent is delinquent, shall be deemed an abandonment of the premises. If tenant otherwise violates the terms of this lease, landlord may terminate tenant's right of occupancy by giving three days' notice in writing. Landlord shall specifically have the right to institute and maintain the statutory suit of Forcible Entry and Detainer in the proper Court, and obtain a writ for possession thereby. In addition to all other remedies provided herein, tenant agrees to compensate landlord for all reasonable expenses necessary to enforce this lease and to collect the rental or damages for breach of this lease, including, but not limited to, all court costs and reasonable attorney's fees incurred in connection therewith.

Inspection

Landlord shall have the right to enter the premises at all reasonable hours to examine same or to make repairs and to show the premises to prospective tenants or purchasers.

No Warranty of Habitability

Landlord and Realtor hereby disclaim any Warranty of Habitability covering the premises, and Tenant hereby knowingly, voluntarily, and for consideration, waives any such warranty of habitability, it being expressly agreed and understood that tenant has inspected the premises and has accepted it "As is", in its present condition as habitable, fit for living and suitable for tenant's purposes. Tenant expressly further agrees that landlord shall have no duty or obligation whatsoever, unless otherwise specified herein, to make any subsequent repairs to the premises, or any part thereof, during the term of this lease that affect or may affect the habitability of the premises or the physical health

or safety of the tenant, whether or not the premises later become in a state of disrepair by reason of ordinary wear and tear or otherwise. Tenant expressly acknowledges and understands that the rental negotiated by the parties hereto takes into account that the premises are being rented in "As is" present condition.

Fair Housing

In accordance with the law, this property is offered without respect to race, color, religion, sex, or national origin of tenant.

Miscellaneous

This lease shall constitute a full understanding between the parties herein, and no other Agreement unless in writing and signed by the parties hereto shall be binding upon the subject property, except the attached Rental Application, if any, which shall become a part of the lease.

Special Conditions

Signed

Tenant

Landlord/Agent for the Owner