

RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2008, by and between Mountain Valley Properties, hereinafter called "Landlord," and _____, _____ and _____ hereinafter called "Tenant."

WITNESSETH:

Premises: In consideration of the mutual covenants contained herein, Landlord hereby lets Tenant(s), and each of them, hereby hire the premises known as an described as 709 South Wall Street, Apartment _____ and the surrounding area common to all adjacent apartments, in the City of Carbondale, within the County of Jackson, State of Illinois, to be occupied as the private residence only by the named Tenant(s), or any of them and not otherwise. Landlord may not be the property owner and may be acting as agent for the owner.

Term: The term of this lease shall be for 12 consecutive months, commencing at 12:01 p.m. on the 11th day of August, 2008, and ending at 12:01 p.m. on the 3rd day of August, 2009.

Rent: Tenant (s) agree to pay and there is hereby reserved to the Landlord as and for rent for the term of this lease the sum of \$10,740.00 which sum shall be payable by Tenant (s) to the Landlord as follows: \$895.00 upon execution of this lease, and \$895.00 on or before the first day of May, 2008 and a like amount on the 1st day of each month thereafter, commencing September 1st, until the entire rent is paid. The time of each payment is of the essence of this lease.

Place and Method of Payment: Payment of rents may be made in person during regular business hours of 9:00 am 12:00 pm and 1:00 pm to 3:30 pm, Monday through Friday, mailed, or left in the mail slot at 633 East Main Street, Carbondale, IL 62901. Office number is 618-351-1100. Checks shall be made payable to: **MOUNTAIN VALLEY PROPERTIES.**

Additional Rent: Tenant(s) agree to pay upon demand as additional rent all fees and charges described in Addendum 1 which is incorporated herein by reference.

Security Deposit: Tenant(s) will deposit with Landlord, immediately upon the execution of this lease, a security deposit in the amount of \$895.00, the receipt of which is hereby acknowledged, for the performance of each and every covenant of this lease, including the attached Landlord Regulations, which are hereby made a part of this lease. It is understood that the aforesaid deposit is not a prepayment of rent and Landlord shall not be obligated (although Landlord may do so at its option) to apply said deposit, or any part thereof, to any unpaid rent, additional rent, or any portion thereof. Landlord's right of possession of the premises for nonpayment of rent or for any other reason shall not be affected by the fact that the Landlord holds a security deposit. Tenant's (s') liability is not limited to the amount of the security

deposit. On termination of the lease and full payment of all amounts due and performance of the covenants and agreements, contained herein on the Tenant's (s') part to be performed, the security deposit, or any portion thereof remaining unapplied, shall be returned, without interest to Tenant(s). No security deposit will be returned unless and until the Tenant(s) provide Landlord, as Landlord directs, proof of payment of all water charges attributable to the premises during the term of the lease.

Tenant's Acceptance: Tenant(s), and each of them, accept the premises in its present physical condition and agree to maintain it in good order and will not make any alterations or additions, nor install nor maintain any appliances in the premises unless such alterations, additions, installation, or maintenance are consented to in writing by Landlord or Landlord's duly authorized agent.

Use of Premises: The premises shall be used for residential purposes only. Tenant(s) agree to comply with the Landlord's Regulations attached hereto and made part hereof. Tenant(s), and each of them, agree to use the premises and all contents in a safe and careful manner and to repair all damages occurring to the premises during the term of this lease and to replace all broken or missing articles, including windows, locks, and screens. Tenant(s) agree to maintain the premises in a good state of repair and to keep the premises clean and neat and free from litter throughout the term of this lease. So long as Tenant (s) complies with all of the terms, conditions, and covenants of this lease, Tenant(s) shall have the right of quiet enjoyment of the premises.

Utilities: Tenant(s) agree to promptly pay for any and all utility services, including pest control, used upon the premises and to keep the facilities for heating and electricity connected to the leased premises during the entire term of this lease. Tenant(s) agree to maintain heat in said premises in winter months at a minimum temperature of 60 degrees Fahrenheit to avoid frozen water pipes. If any pipes freeze due to Tenant's neglect, Tenant will be charged to repair damages. Tenant(s) agree to provide Landlord as Landlord directs, written proof of payment of all water charges attributable to the Tenant's(s') occupancy of the premises under this lease within ten (10) days after then termination of the lease term.

Assignment: Tenant(s) shall not sublet or assign this lease or any of Tenant's interest therein or permit such a transfer in any manner without the prior written consent of the Landlord. The Tenant(s) agrees not to assign or transfer this lease without the written permission of the Landlord and according to the Landlord's requirements. There is a \$25.00 processing fee for subletting. If the Landlord sublets for Tenant, there will be a total of \$75.00 charge plus any advertising expenses. Subletting does not release Tenant from responsibility from original lease.

Access: Tenant(s) shall allow Landlord or Landlord's agents to have access to said premises at any time for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of making any repairs Landlord considers necessary or desirable, or for the purpose of showing the property to prospective tenants and/or purchasers. In the event the

Tenant(s) is (are) not personally present at the time to open and permit the entry of said premises for such purpose, the Landlord may effectuate such entry by means of a master key or by other means.

Possession: Landlord shall use due diligence to give possession as nearly as possible at the beginning of the term of this agreement and rent shall abate pro rata for the period of any delay in so doing, but Landlord will not be liable for any other loss or damage occasioned by any such delay.

Obligation of Landlord: Landlord shall not be liable to Tenant(s), Tenant's family or invitees for any damage, loss, theft or destruction of any personal property placed in the premises. Landlord shall not be liable for any injury or damage, whether to person or property, occasioned by failure or defect of the premises, the building of which it is part, its systems, equipment or fixtures, or in the repair or failure to repair any of them.

Remedy for Failure to Pay Rent or Other Breach of the Lease: In the event that any rent, additional rent, or charge required by this lease is not paid within five (5) days of the date the same is due under this lease, or in the event of a breach of any other term, condition or covenant of this lease, including the attached Landlord regulations, and upon written notice of the default(s) is given or mailed to the Tenant(s), or any of them, Landlord shall have the option to:

(a) Terminate this lease, resume possession of the premises for its own account, and recover from the Tenant(s) the rent specified in this lease for the remainder of the term, or

(b) Resume possession and re-lease or rent the premises for the remainder of the term for the account of the Tenant(s) and recover from the Tenant(s) the difference between the rents specified in this lease and the rent received upon re-leasing or renting.

Upon the occurrence of any default by Tenant(s) under any of the terms, conditions, or covenants of this lease, the unpaid balance of the agreed rental for the premises for the remaining unexpired term of this lease shall, at the sole option of the Landlord and without further notice, become immediately due and payable as liquidated damages and Landlord shall not be required to take any action to mitigate damages on its behalf or to re-enter and/or re-let the premises to any other person or persons for the purpose of such mitigation of damages for the term of this lease.

No re-entry hereunder shall bar the recovery of rent or damages for breach of any of the terms, conditions, or covenants of this lease.

Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be a waiver of any subsequent default or breach of the same or other term, condition, or covenant contained herein.

Force Majeure: Landlord or Tenant(s) shall not be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonable within the control of Landlord or Tenant(s) and which by the exercise of due diligence Landlord or Tenant(s) wholly or in part, to prevent or overcome.

Abandoned Property: Tenant(s) agree to promptly remove all personal belongings and property at the termination of this lease, and Landlord may elect that any personal property not removed at such termination by Tenant(s) is deemed abandoned by Tenant(s) and shall become the property of Landlord without any payment or offset therefore. If Landlord shall not so elect, the Landlord may remove such property from the leased premises and store same at Tenant(s) risk and expense.

Indemnification and Hold Harmless: Tenant(s) shall indemnify and hold harmless Landlord from any damage or injury to any third person or persons either as to their person or their property resulting from any negligence or careless act or omission of the Tenant(s) or from any willful or wanton or intentional act(s) or omission(s) of the Tenant(s) in any manner relating to the occupancy or possession of the premises.

Liability: Tenant(s) is advised that the rental property is insured. **BUT, the insurance does not cover Tenant's property (or any utility bills in Tenant(s)' name). IT IS STRONGLY RECOMMENDED THAT TENANT(S) OBTAIN RENTER'S INSURANCE. TENANT MUST PROVIDE PROOF OF WATERBED INSURANCE IF ONE IS TO BE IN THE UNIT.**

Entry: Tenant(s) agrees to allow Landlord to enter said premises for maintenance, repair, etc., with or without notice. It is further understood that Landlord reserves the right to ENTER, INSPECT or SHOW premises any time between 9:00 am to 8:00 pm.

Smoke Detectors: Tenant(s) shall be solely responsible for the installation and maintenance of any and all smoke detectors, required by any applicable law or ordinance, upon the premises during the term of this lease.

Parking: Tenant(s) are hereby given a license, revocable at will by Landlord, to park vehicles in the spaces designated by the Landlord, during the term of this lease, provided Tenant(s) are not in default of any of the terms of this lease. In the even of a default by Tenant(s) in any of the terms hereof, the parties agree that Landlord may revoke the license to park granted hereunder without notice to Tenant(s) and may have any vehicles parked in the spaces licensed to Tenant(s) removed at the expense of the vehicles' owners.

Attorney's Fees and Costs of Collection: In the event of a default by the Tenant(s) of any of the terms, conditions, or covenants of this lease. Tenant(s), and each of them, shall be liable for and shall pay Landlord all court costs, other necessary costs and expenses, and reasonable attorney's fees; and in addition, Tenant(s) shall be liable for and shall pay all collection costs of Landlord, whether or not legal proceedings are instituted against Tenant(s), or any of them.

Landlord Regulations: Tenant(s) agree this agreement includes all the terms and conditions of the Landlord Regulations which are attached hereto and incorporated into this lease by reference as if fully set forth herein.

Successors: The terms, conditions, and covenants contained in this lease shall apply to, insure to the benefit of and be binding upon the parties hereto and their respective successors in interest and legal representatives, except as otherwise herein expressly provided. All right, power privileges, immunities, and duties of Landlord under this lease, included but not limited to any notices required or permitted to be delivered by Landlord to Tenant(s) hereunder, may, at Landlord's option, be exercised or performed by Landlord's agent or attorney. In the event Landlord or any successor owner of the demised premises shall convey or otherwise dispose of the demised premises, all liabilities and obligations of Landlord or such successor Landlord as Landlord under this lease shall terminate upon such conveyance or disposal and written notice thereof to Tenant(s).

Jurisdiction: This lease shall be deemed to have been made in Jackson County, Illinois. In the event that any litigation or legal proceedings shall arise under and/or in connection with this lease and/or premises such litigations or other legal proceedings shall be conducted in any federal or stat court within or for Jackson County, Illinois. Furthermore, Tenant(s) consents to jurisdiction and venue in any federal or state court located within or for Jackson County, Illinois and Tenant(s) hereby waives any defenses or objections thereto, including defenses based on the doctrine of forum, non-convenient.

Entire Agreement: The entire provisions and conditions of this lease are contained herein, including the Landlord regulations attached hereto and made a part hereof, and all verbal or oral representations or promises by either party hereto or their employees or agents are hereby declared to be null and void and of no effect.

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

Address For Legal Notices: Any and all notices or authorized under this lease, including the regulation attached hereto and made part of hereof, may be mailed to Tenant(s) or any of them at the property address or at the following address.

Landlord

MOUNTAIN VALLEY PROPERTIES

By: _____

Tenant(s)

Signature

SS#

1. _____

1. _____

1. _____

2. _____

2. _____

2. _____

3. _____

3. _____

3. _____

4. _____

4. _____

4. _____

Permanent Home Address

Home Phone

D.O.B.

1. _____

1. _____

1. _____

2. _____

2. _____

2. _____

3. _____

3. _____

3. _____

4. _____

4. _____

4. _____

The Tenant(s) by execution of this lease agrees to assume the following rules and regulations:

- A. To fill out and return check-in sheet within five (5) days of occupancy.
- B. To purchase window coverings, if not furnished by Landlord, within two weeks of possession, or Landlord reserves the right to purchase proper window coverings from Tenant's Security Deposit.
- C. To keep hallway and front of door clean and free of any obstructions.
- D. Allow "quiet enjoyment" by fellow tenants, 24 hours a day.
- E. To refrain from attaching sticky substances to walls, appliances, floors ceilings, windows or doors. Landlord recommends the use of small tacks.
- F. Tenant understands that ANY damages not documented when a premise is occupied will cause full or partial forfeiture of Security Deposit.
- G. **ABSOLUTELY NO PETS ARE ALLOWED UNDER ANY *CIRCUMSTANCES*.**
- H. To properly notify Landlord of maintenance needs. Tenant is aware that maintenance will not be performed if any moneys are owed to Landlord. Tenant agrees to allow Landlord to withhold maintenance until all moneys are paid in full. However, if Tenant has permission from Landlord to pay late, maintenance may be done. Tenant will be billed for repairs or maintenance due to tenant negligence or damage.
- I. Tenant agrees NOT to litter the grounds and common area. Tenant will be charged with trash or for any expense involved in cleaning/taking trash to dumpsite or repairing common areas due to tenant activities. This is per building, unit, and/or floor of building.
- J. Tenant agrees not to do any extensive automobile repair in parking lot. Automobiles left in one area for a period of over five (5) days or left without valid state plates will be towed at owner's expense, unless permission for automobile being left on premises is given in writing by management Tenant agrees NOT to park in front of trash dumpsters or on law. In controlled parking lots, Tenant is responsible for obtaining proper parking permits, which can be revoked if rent is delinquent.

- K. TENANT UNDERSTANDS THAT PREMISES IS RENTED AS IS, unless any changes are in writing on the lease, including furniture, appliances, fixtures, floor covering, etc.
- L. DEAD BOLTS LOCKS AND ANY CHANGES in doors locks must be purchased and installed through Landlord. NO changes to the locks may be made without the Landlord's written permission and it is the Tenant's responsibility to be sure Landlord has a current operating key at all times. Landlord may elect to change locks without prior notice if Tenant's have not provide landlord with current operable key and at such time Tenant's will be charged with all expenses associated with re-keying locks.
- M. Tenant agrees to be responsible for furnishing and/or replacement of light bulb in premises and in personal hallway light.
- N. Tenant agrees to be responsible for replacement of batteries in smoke alarms. Tenant is advised that it is a misdemeanor to REMOVE the batteries or disconnect the smoke alarm. If premises complex has a central fire alarm system, Tenant is responsible for unnecessary/false City Fire calls - per amount, building, or floor.
- O. LOCK OUT FEE is \$15.00 during office hours and \$45.00 after hours.
- P. ABANDONED PROPERTY: Tenant agrees to promptly remove all of Tenant's personal belongings and property at the termination of this lease, and Landlord may elect that any personal property left at such time is deemed abandoned by Tenant and same shall become the property of Landlord without any payment or offset therefore.
- Q. Maintain the unit in a clean and sanitary condition at all times.
- R. Lease to be renewed by March 1. Landlord reserves the right not to renew.
- S. **NO KEGS, BARS, LIQUOR/ALCOHOL PARTIES or ILLEGAL ACTIVITIES** allowed on or about premises. Violation of this rule will result in forfeiture of security deposit/fines for any clean up due to activist Landlord reserves the right to evict.
- T. Satellites are absolutely prohibited on the premises unless written by management. Nothing can be mounted to said buildings/balconies etc.

ADDENDUM 1 TO
RESIDENTIAL LEASE AGREEMENT

This Addendum is made and entered into by and between MOUNTAIN VALLEY PROPERTIES, hereinafter called Landlord, and _____, _____ and _____, jointly and severally, hereinafter called Tenant(s).

WHEREAS, the City of Carbondale, pursuant to Ordinance No. 2005-26, requires that all residential lease agreements contain this addendum.

Following is a list of all additional rents, fees and/or charges, excluding normal monthly rent, actual damages, and cleaning charges, that may be assessed to the Tenant(s) either during the rental period upon termination of the Lease Agreement or after termination of the Lease Agreement.

Additional Fees: \$35.00 City Inspection Fee – due at signing of lease.

Additional Rents: Tenant(s) agree to pay upon demand as additional rent the following charges:

- A) Key Charges:
 - \$5.00 for any duplicate key(s) Landlord is required to provide Tenant(s).
 - \$25.00 for each key not returned to Landlord upon termination of this lease.
 - \$35.00 for each lock which has been changed by Tenant(s) on the premises during the term of this lease.
- B) Late Charge: A late charge equal to Five and no/100 Dollars (\$5.00) per day for each day that any rental payment, or portion thereof, is not paid within five (5) calendar days from its due date.
- C) Dishonored Check Charge: Twenty-Five and no/100 Dollars (\$25.00) for each check which is dishonored or returned by any bank for any reason.

- D) Carpet Cleaning Charge: A charge will be paid by tenants regardless of the condition of the premise and shall be deducted by Landlord from Tenant(s) security deposit.
 - E) Additional Persons: \$____N/A_____ for each person other than tenant(s) residing in the premises without the prior written consent of Landlord.
2. Charge for Unauthorized Pets: NOT PETS ARE ALLOWED on or in the premises without prior written consent of the landlord. Tenant(s) agree to pay Twenty and no/100 Dollars per day for each and every day after delivery to Tenant(s) of written notice from the Landlord to remove any pets from the premises.
 3. Charge for Ordinance Violations for Litter/Weeds: Tenant(s) shall pay to Landlord upon demand, any and all amounts of money Landlord is obligated to pay to the City of Carbondale resulting from any assessments by the City or any court for failure to maintain the premises free from litter or for failure to mow the grass in accordance with City code.

Attorney's Fees and Costs of Collection: In the event of a default by the Tenant(s) of any of the terms, conditions, or covenants of this lease, Tenant(s) shall be liable for and shall pay Landlord all its collection costs, court costs, other necessary costs and expenses, and reasonable attorney's fees, whether or not legal proceedings are instituted against Tenant(s).

Assignment charge: \$25.00 for processing any assignment. \$75.00 for advertising if sublet by Landlord.

Lock out fees: \$15.00 during office hours and \$45.00 after hours.

Tenant(s) by signing this Addendum represents that Tenant(s) has received a copy of the Lease Agreement and a copy of this Addendum on or before the date the Lease Agreement was signed by Tenant(s) and deposit made.

LANDLORD

Mountain Valley Properties
633 E. Main Street
Carbondale, IL 62901

Signature

TENANT(S)

Name: _____

Signature

Name: _____

Signature

Name: _____

Signature

Name: _____

Signature

ADDENDUM 2 TO
RESIDENTIAL LEASE AGREEMENT

If the premises which is the subject of the Lease Agreement is zoned R-1 Low Density Residential by the City of Carbondale's zoning code, the maximum occupancy restriction on the premises which is the subject of the Lease Agreement is no more than two unrelated persons. If the premises which is the subject of the Lease Agreement is a legal non-conforming rooming house, pursuant to the City of Carbondale's zoning code, the maximum occupancy is three persons.

Tenant(s) by signing this Addendum represents that Tenant(s) has received a copy of the Lease Agreement and a copy of this Addendum on or before the date the Lease Agreement was signed by Tenant(s) and deposit made.

LANDLORD

Mountain Valley Properties
633 E. Main Street
Carbondale, IL 62901

Signature

TENANT(S)

Name: _____

Signature

Name: _____

Signature

Name: _____

Signature

Name: _____

Signature