



633 East Main
Street, Carbondale, Illinois 62901

Mountain Valley Properties, (hereinafter called the "Management") in consideration of the rental herein reserved and of the statements made by _____, (hereinafter called the "Tenant") as set forth in this signed application, hereby leases to the Tenant, and the Tenant hereby hires and take the premises known as _____, *Town Location*, Illinois, *Zip Code*, for the term beginning _____ and terminating at midnight _____, at the rental of \$ _____ per month for said term due and payable in advance on the first day of each month.

This lease shall be automatically renewed for successive terms of one month each at the rental from time to time, prescribed by Management, due and payable on the first day of each calendar month. Rents not received by the first day of each month shall be subject to a late charge of \$5.00 per day for each day they remain unpaid after the first of the month. Rent payments should be sent to:

Mountain Valley Properties
633 East Main Street
Carbondale, IL 62901

or such other address as advised, in writing, by Management. The Management may terminate this tenancy after the initial term of this lease without assigning any reason therefore by giving the Tenant 30 days prior notice in writing. The tenant may terminate this lease at any time *after* the initial term by giving the management at least 30 days prior notice in writing, said notice to state definite moving-out date. Failure by Tenant to give such notice, or termination of occupancy by Tenant before the initial term of the lease expires, shall result in forfeiture of security deposit, plus the remaining rent due until the lease expires. The Tenant shall pay rent in advance to moving date at the time he provides notice. The security deposit may not be applied to the last month's rent.

A. Tenant agrees:

1. To pay the rent on or before the first day of each month without requiring a statement.
2. Not to assign this lease nor to subject or transfer possession of the premises; not to give accommodation to boarders, lodgers or others; not to use or permit the use of the dwelling for any other purpose than a private dwelling solely for the Tenant and his family consisting of those authorized persons shown on the application for a dwelling.

3. To quit and surrender the premises at the termination of this lease in good order and repair, reasonable wear and tear expected, and to pay for any property damage.
4. To deposit a sum of \$ _____ with the Management upon signing this lease. Such sum will be refunded to the Tenant upon the surrender of the dwelling and upon final inspection by Management, including charges for property damage, and had, to the satisfaction of Management, left their unit in good condition, reasonable wear and tear expected. If any sums are charged against the security deposit, the Management will provide the tenant with an itemized list of those charges within the time period required by law. Under no circumstances will any of the security deposit be returned if the tenant occupies the unit less than 6 months without previous written consent of the Management.
5. To pay a one-time city inspection fee of \$ _____ to Mt. Valley Properties upon signing this lease.
6. To keep premises in a clean and sanitary condition; not to use the premises for any illegal or immoral purpose; not to make any repairs or alterations without the consent of the Management; not to use tacks, nails or screws, or other fasteners in any part of the premises, except in a manner prescribed by the Management; not to place any decals on walls, cabinets, ranges, refrigerators, or equipment owned by the Management; and to notify the Management of the need of any repairs to the premises.
7. To dispose of garbage, rubbish and all waste materials in a proper manner as prescribed by the Management. Garbage containers must remain on the driveway up against the premises or inside the garage at all times other than the scheduled trash pickup day. Tenant agrees not to litter the grounds and common areas. This includes cigarette butts.
8. To follow all rules and regulations prescribed by the Management concerning the occupancy, use and care of the premises.
9. To permit the Management or its' representatives to enter the premises during all reasonable hours to examine the same or to make such repairs, additions to, or alterations as may be deemed necessary, or to show the premises for leasing; and to permit the Management or its' representatives to enter the premises at any time for the purpose of determining whether said premises are being used in violation of any of the terms of this agreement.
10. Not to keep, feed, or allow pets of any kind on the premises without first obtaining written consent from the landlord. Not to store any household goods or other property outside the dwelling; not to keep any flammable, gasoline, naphtha, solvents, etc., in the dwelling unit; not to shake, clean or hang any clothing, rugs,

etc. from the windows, not to install outside aerials or satellite dishes without prior approval of the Management; not to permit any unreasonable loud noise which would cause annoyance or discomfort to other residents; not to keep any non-operating car or other vehicle (boats, RVs, campers, trailers, other recreational vehicle, etc.) on the premises.

11. Tenant agrees to keep all outside areas (yard, porches, driveways, patios, etc.) free from obstruction and clutter. All items are to be stored in the garage or living space areas of said premises. Children's swings/play sets, pools, hot tubs, toy boxes toys, storage units, basketball goals, etc. are not permitted or allowed.

12. No smoking allowed inside the premises.

B. If the Tenant fails to comply with any of the provisions of this lease the lease shall, at the discretion of Management, be immediately terminated and the Management shall have the right immediately to re-enter the premises and remove all persons there from, together with all personal property and effects.

C. Any notice required by law or otherwise will be sufficient if delivered to the Tenant personally or sent by mail to the premises or affixed to the door of the premises. Notice to the Management must be in writing and mailed or delivered to the Management or its' representative.

D. The failure or omission of the Management to terminate this lease for any cause shall not destroy the right of the Management to do so later for similar or other causes. If these premises be so damaged by fire or other casualty so as to be untenable for any period, this lease shall automatically terminate.

E. It is further expressly agreed between the parties, that if default shall be made in the payment of rent and any other charges due, and if the landlord shall be required to take legal action to recover said premises or to recover said rent, that the Tenant shall pay all reasonable attorney fees, court costs, and any other associated costs involved with the recovery of rent and/or the premises. It shall be lawful for the Management or its' legal representative to re-enter into and upon said premises or any part thereof, either with or without process of law, and repossess same, and to distrain for any rent that may be due thereon, at the election of said Management; and in order to enforce a forfeiture for non-payment of rent, it shall not be necessary to make a demand on the same day the rent shall become due, but a demand and refusal or failure to pay at any time on the same day, or at any time on any subsequent day, shall be sufficient; and after such default shall be made, the Management and all persons in possession under said Tenant shall be deemed guilty or forcible detainer of such premises under the state.

F. Neither the Management, nor any of its' representatives or employees, shall be liable for damage or loss from their or from any other damage from any cause whatsoever to the property of (1) Tenant, (2) any member of the Tenant's family or (3) any of the

Tenant's visitors or guests, except from a cause attributable to Management's negligence.

- G. Tenant(s) agree to promptly pay for any and all utility services used upon the premises during the entire term of this lease, including pest control if needed. Utilities MUST be placed in the Tenants' name on or before move-in date and remain in Tenants' name throughout residency. Tenant must notify Management before any order is placed by tenant to disconnect utilities. Tenant will be held liable for damages resulting from unauthorized disconnection of utilities.
- H. Tenant assume all responsibility for maintaining the batteries in all smoke detectors.

IMPORTANT NOTICE:

Tenant's who reside in the unit for a period of 24 months or less will be responsible for any interior painting and/or carpet cleaning or topcoat to concrete floor if necessary upon vacating the premises.

Tenant(s) Initial

Tenants agree upon move in; to inspect all smoke detectors, determine that they are in working order and report issues (if any) to the office.

Tenant(s) Initial

Dated this _____ day of _____

Manager

Tenant

Tenant