



**LAKE LOGAN APARTMENTS, LLC**  
**701 EAGLE PASS DRIVE, SUITE 100**  
**CARTERVILLE, ILLINOIS 62918**

**RESIDENTIAL LEASE**

**GENERAL TERMS:**

Date of Lease: Annual Rent:  
Term of Lease: Monthly Installment:  
Starting Date: Monthly Rent Due Date:  
Termination Date: Security Deposit:

**TENANT #1:**

Name:  
Address:  
City/State:  
Guarantor:  
Address:  
City/State:  
Telephone:

**TENANT #2:**

Name:  
Address:  
City/State:  
Guarantor:  
Address:  
City/State:  
Telephone:

**TENANT #3:**

Name:  
Address:  
City/State:  
Guarantor:  
Address:  
City/State:  
Telephone:

**TENANT #4:**

Name:  
Address:  
City/State:  
Guarantor:  
Address:  
City/State:  
Telephone:

**LANDLORD:**

Name: Lake Logan Apartments, LLC  
Address: 701 Eagle Pass Dr, #100  
City/State: Carterville, Illinois

**PREMISES:**

Eagle Pass Drive, Apartment # , Carterville, Illinois, together with the furnishings listed in Paragraph 18 (collectively the "Premises").

**SPECIAL TERMS:**

The General Terms defined above are hereby incorporated by this reference as though fully stated herein. Landlord hereby leases to Tenant and Tenant leases from Landlord the Premises for the Term.

- 1. **RENT.** Tenant shall pay Landlord without demand the Rent either before or on the Monthly Due Date. Rent shall be paid by Tenant to Landlord as stated in the attached **Payment Rider**, or as the Landlord may later designate in writing. If the lease begins at any time other than the first day of the month, the first Rent payment will be pro-rated for the balance of the month, and the remaining payments will all be due on the Monthly Due Date.
- 2. **DAMAGE DEPOSIT.** Tenant has deposited with Landlord the Damage Deposit stated above for the performance of all promises of the Tenant in this Lease. The Landlord may at any time apply all or any portion of the Damage Deposit in payment of any Rent due the Landlord or to the cost of repairs to the Premises. Upon termination of this Lease and full performance of all of Tenant's obligations, so much of the Damage Deposit as remains unapplied to repair of damages or past due Rent shall be returned to Tenant.

3. **LATE FEES.** The time is of the essence of this Lease. Failure to pay Rent or damage charges on or before the due date will result in a late fee of **\$15.00** on the first day. An additional **\$2.00** will be charged for each day after the due date until rent or damage charges are paid in full.
4. **RETURNED CHECKS.** Any checks returned for any reason will result in a \$25.00 fee. Late fee charges will apply. Landlord reserves the right to refuse any further checks as payment of rent.
5. **CONDITION OF PREMISES.** Tenant acknowledges that the Premises are in good repair, except as stated otherwise in this Lease, and that no representations as to the condition or repair of the Premises have been made by the Landlord.
6. **MAINTENANCE, REPAIR AND IMPROVEMENTS.** Tenant shall at his sole expense keep and maintain the Premises in good and sanitary condition and shall not commit or allow any waste. Tenant shall make no changes or alteration to the Premises. Tenant shall not make duplicative keys for the Premises. Tenant shall not erect partitions, or paper or paint any walls or ceilings without the prior written consent of the Landlord. A small number of tacks, pins or small nails may be used to hang items on walls. Large nails, tape or adhesives are strictly prohibited. Tenant agrees that Landlord shall make all required repairs, at Tenant's expense, to the furnishings, walls, windows, glass, doors, ceilings, paint, plastering, plumbing work, pipes and fixtures belonging to the Premises whenever damage results from Tenant's misuse, waste, or neglect or that of his family, agent, employee or visitor. Tenant shall pay for any and all repairs that shall be necessary to put the Premises in the same condition as when the Tenant entered the Premises, ordinary wear and tear excepted. Costs incurred shall be billed to Tenant and Tenant shall pay the total amount immediately upon receipt of the statement of costs.
7. **DAMAGE TO PREMISES.** Landlord is responsible for maintaining outlying units, grounds and public areas in the apartment community. If party responsible for damage cannot be identified, all damages to common areas will be charged to all residents of the community as general damages. If the Premises shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act or that of his employee, family, agent, or visitor, at the election of the Landlord, this Lease shall not terminate, and the Premises may be promptly repaired at the election of the Landlord and there shall be an abatement of Rent corresponding with the time during which, and the extent to which, the Premises may have been untenable. Landlord reserves the right to terminate this Lease if the Premises should be damaged by fire or other casualty.
8. **USE, SUBLET AND ASSIGNMENT.** Tenant shall not allow the Premises to be used for any purpose other than as a residential dwelling. Tenant shall not allow any individual(s), other than those named on the Lease to reside on premises. Tenant shall not sublet the Premises or assign this Lease without the Landlord's prior written consent and payment of a \$150.00 sublet fee. Tenant shall not permit the Premises to be used for any unlawful purpose or for any purpose that will injure the Premises.
9. **TRASH.** Routine trash removal is provided each week. Tenant is responsible for cleaning the apartment and removing trash from the Premises to the trash dumpster provided. Tenant is also responsible for disposing of unwanted personal furniture and items at the termination of this Lease.
10. **PEST CONTROL.** Landlord will periodically treat the buildings and apartments for pests, however, if pests are deemed a result of gross negligence by Tenant, Tenant shall be responsible for payment of any such treatment in the Premises. Landlord will notify Tenant of any such treatments in writing at least 24 hours in advance, and Tenant shall allow Landlord full and complete access to Premises during reasonable hours to conduct such treatments. Tenant is responsible for notifying Landlord within one business day of the presence of any pests.
11. **PETS.** Tenant shall not keep any dogs, cats or any other animal or pet in the Premises, at any time, for any reason, unless a **Pet Rider** is attached to this Lease. Violations will result in a **\$75.00** fee charged to the apartment for each offense. After any initial offense any further violations will result in an additional \$75.00 fee per incident, but Tenant will default this Lease and could be evicted for cause.
12. **PARKING.** Parking is provided for Tenant on a first-come basis. Tenant may park only that vehicle identified in the attached **Vehicle Rider** at the premises. The vehicle must display a proper parking permit which will be provided by Landlord. It is the responsibility of the Tenant to inform Landlord of any changes in the vehicle description, including make, model, or license plate number. Visitors are only allowed to park on the premises with a visitor parking permit. Tenant shall not wash a vehicle or perform maintenance on a vehicle while parked on premises. Tenant also agrees that only operational vehicles will be parked on premises and that large trucks, boats, and trailers can be parked or stored on the premises only with prior written permission of Landlord. Reckless driving is not permitted. Parking is only permitted in marked areas, and all vehicles must be parked between the marked yellow parking lines. Handicapped parking areas are marked and are for use only by individuals with proper handicap identification tags or license plates. Tenant shall not be disruptive to other tenants and shall comply with all laws of the State of Illinois. Landlord reserves the right to have towed, without notice, at owner's expense, any vehicles that do not abide by these parking regulations.

13. **SAFETY DEVICES.** Smoke detectors and fire extinguishers are provided in all apartment units. Tenant acknowledges that at the time of obtaining possession of the Premises, all smoke detectors required to be installed in the Premises have been installed and are in good working order. Tenant agrees to repair and maintain the smoke detector including replacement of the battery when necessary. Tenant agrees to test the smoke detector periodically and immediately notify Landlord in writing if said smoke detector is ever found not functioning properly. Tenant agrees not to tamper with smoke detector nor to deactivate the device or remove the batteries therein. Tenant shall incur a **\$50.00** charge, if in fact the smoke detector is ever deactivated or tampered with. Tenant agrees to inform Landlord as soon as possible of any use or misuse of smoke detector or fire extinguisher. Any non-emergency discharge of a fire extinguisher will result in charges to Tenant for the replacement of said equipment.
14. **DEFAULT.** If any default is made in the payment of Rent at the times specified, or if any default is made in the performance of or compliance with any other term or condition of this Lease, Landlord may terminate the Lease after serving ten (10) day written notice on the Tenant, and Landlord may re-enter the Premises and remove all persons and property therein. Landlord shall have the right to distrain for Rent due and shall have a valid and first lien upon all personal property which Tenant owns, hereafter acquires, or has interest in, whether exempt by law or not, located on Premises as security for payment of the Rent.
15. **COMPLIANCE.** Tenant shall comply with the laws of the State of Illinois, the ordinances of the municipality, the orders of all health officers, fire department and police department officers having jurisdiction over the Premises. Tenant shall comply with any requirement imposed by Landlord's insurance company so as not to increase the rates of insurance upon the Premises or contents.
16. **NUISANCE.** Tenant is responsible for maintaining a safe and healthy living environment within the Premises. Gross negligence will not be tolerated. Tenant shall not participate in or permit loud or disruptive behavior to take place on Premises. Tenant shall not use or allow the use of tobacco or any other drugs on the Premises. Tenant shall be responsible for the peaceful co-existence with neighbors.
17. **UTILITIES.** Reasonable use of water, sewer and trash services are included in the Rent for the Premises. Any excessive use will be billed to Tenant. Tenant shall be responsible for the arrangement of and for paying all other utility service charges and deposits (including but not limited to, electric, telephone, and internet services) serving the Premises and Tenant shall indemnify and hold Landlord harmless from any and all such charges. In the event that any utility service charges are not paid by the Tenant when due, Landlord may elect to pay such charges, and such amount paid by the Landlord shall be due and payable by Tenant with the next installment of Rent under the Lease, or as damages. Electrical service is to be maintained at all times during the Term of Lease. During winter months, the temperature in the Premises shall be maintained at no less than 60° to avoid frozen pipes.
18. **FURNISHINGS.** Each apartment is equipped with basic furnishings (sofa, chair, coffee table, two end tables, two table lamps, dining table and four chairs, one bed frame and set per bedroom, one chest of drawers per bedroom, one nightstand per bedroom, one desk chair per bedroom) and appliances (two-door refrigerator, stove, range hood, dishwasher, garbage disposal). Tenant may provide additional accessories, however, Tenant agrees that no additional furniture or appliances of the type provided may be brought into the Premises without prior written approval of Landlord. Furnishings and appliances provided by Landlord cannot be removed from the Premises for any reason. No waterbeds are allowed in the Premises. No pool tables, other large recreational equipment, or dartboards are allowed in Premises.
19. **PAYMENT OF COSTS.** Tenant shall pay all reasonable costs, attorney fees and expense incurred by Landlord in enforcing this Lease.
20. **DAMAGES TO TENANT'S PROPERTY.** It is agreed that Landlord shall not be liable for any damages to property of Tenant, from plumbing, gas, water, steam or other pipes or sewerage or the bursting, leaking, or running of any tank, wash stand, water closet, toilet, or waste pipe; nor for damages occasioned by water, snow or ice being upon or coming through the sidewalks, common areas, roof, skylight, trap door or otherwise; nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property or Premises, nor from damages caused by flood, fire, hail, storm, theft or vandalism. Tenant shall obtain insurance upon all Tenant's personal property located on the Premises.

- 21. **ABANDONMENT.** If at any time during the Term of this Lease Tenant abandons the Premises, Landlord may, at his option, enter the Premises by any means without being liable for any prosecution thereby, and without becoming liable to Tenant for damages. Landlord may, at his discretion, as agent for Tenant, relet the Premises, for the whole or any part of the unexpired Term, and may receive and collect all Rent payable by virtue of such reletting, and, at his option, hold Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term and the net Rent for such period realized by Landlord as a result of such reletting. If Landlord’s right of re-entry is exercised following abandonment of the Premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord shall not be liable for doing so.
- 22. **ACCESS BY LESSOR.** Tenant agrees that Landlord shall have free and unrestricted access to the Premises at all reasonable times, for the purpose of inspecting, examining, showing or reviewing the Premises or to make any repairs or alterations to the Premises, which Landlord sees fit to make. Landlord further shall have immediate access to the Premises in the event of an emergency, or for the purposes of making emergency repair to the Premises, to protect the Premises or any person from damage or casualty or the threat of damage or casualty, and to further consent to and provide access to the Premises to law enforcement, emergency services and fire personnel at any time Landlord deems necessary to protect any person, or property, or if Landlord reasonably believes criminal activity is occurring on the Premises.
- 23. **RENT AFTER NOTICE OR SUIT.** After the service of notice, or the commencement of a suit, or after final judgment for possession of the Premises, the Landlord may apply Tenant’s security deposit to any amounts due by Tenant, and Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, said suit, or said judgment.
- 24. **HOLDOVER BY TENANT.** Should Tenant remain in possession of the Premises with consent of Landlord after the natural expiration of this Lease, a new tenancy from month to month shall be created between Landlord and Tenant which shall be subject to all the terms and conditions hereof but such new tenancy shall be terminable on ten (10) days written notice by either party.
- 25. **SURRENDER OF PREMISES.** At the expiration of the Lease Term, Tenant shall return all keys and surrender the Premises to Landlord without further notice in as good a condition as the Premises was at the commencement of this Lease.
- 26. **JOINT LIABILITY.** Each Tenant signing this Lease shall be jointly and severally liable under this Lease for all obligations, Rent and amounts due under this Lease. All of the terms of this Lease shall be binding upon, and inure to, their respective successors, heirs, executors, administrators, and assigns and may be exercised by his or their attorney or agent.
- 27. **LEASE CHANGES.** The terms and conditions set forth herein, including all addenda, is the Lease in its entirety. Any changes or revisions to the Lease must be made in writing and requires the signatures of all parties, Landlord and Tenant.
- 28. **SEVERABILITY.** If any clause, phrase or provision of this Lease shall be invalid, or unenforceable under applicable law, such event shall not render invalid or unenforceable the remainder of this Lease, nor shall it affect the application of any provision hereof to other persons or circumstances. The Lease shall be governed by Illinois law.

**TENANT #1 SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TENANT #2 SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TENANT #3 SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TENANT #4 SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**LANDLORD SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_