

RESIDENTIAL LEASE

Apartment

BY THIS AGREEMENT made and entered into on _____, between Cuming Holdings LLC herein referred to as Lessor, and _____ herein referred to as Lessee. Lessor leases to Lessee the premises situated at _____, in the City of Elgin, County of Kane, State of Illinois, and more particularly described as follows:

Premises

Together with all appurtenances, for a term of _____ Year(s), to commence on _____, and to end on _____, at 11:59 o'clock a. m.

1. Rent. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of _____ Dollars (\$_____.00) per month in advance on the _____ day of each calendar month beginning _____. Rent is due at 530 W Highland Ave, City of Elgin, State of Illinois 60123, or at such other place as Lessor may designate. This means rent is due by 9am the day of your lease day: The _____.

Special Rent Terms: _____

2. Security Deposit. On execution of this lease, Lessee deposits with Lessor _____ Dollars (\$ _____ .00), receipt of which will be acknowledged by Lessor when full amount is delivered, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, on the full and faithful performance by him of the provisions hereof. If applicable, a One Hundred Dollar, (\$100.00) per pet non-refundable pet fee is also required. _____

3. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. If non-maintenance issues occur with other tenants, the tenants will endeavor to handle the situation to mutual satisfaction before involving management. Lessor will keep their pets, guests, family members and all other people of their responsibility quiet and not be a nuisance to any other residents, their guests or company staff.

4. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease. This includes cleaning up pet waste IMMEDIATELY.

5. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than _____ persons, consisting of _____ adults and _____ children under the age of 18 years, without the written consent of Lessor. _____

6. Condition of Premises. Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenant-able condition. There is a checklist used at move in.

7. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

8. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

9. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been un-tenantable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

10. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

11. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that the following shall be provided. Water, Sewer, Lawn-care, Mowing, Garbage, (Yes/No) Heat, (Yes/No) Hot Water, Other: _____

12. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

13. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean, maintain the smoke detectors and carbon monoxide detectors; keep the electric bells

in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

14. Animals. Lessee shall keep no domestic or other animals on or about the leased premises without the written consent of Lessor. Lessee will follow all pet ordinances of the city and ensure their pets do not disturb or endanger the other tenants. Any dogs must be supervised outside by an adult. All dog waste must be cleaned up immediately. If requested, current vet reports of any suspected issues must be provided. All pets must be kept healthy and sanitary. Landlord reserves the right to make any reasonable pet requests including ones not explicitly stated in the lease. A signed pet addendum is required to cover all pets. The following pets are approved: _____

15. Display of Signs. During the last 365 days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants. Lessor also maintains the right to display other signs to go with the season.

16. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

17. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on 5 days' written notice served by either Lessor or Lessee on the other party.

18. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

19. Default. If any default is made in the payment of rent, or any part thereof, at the times herein before specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 1 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

20. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

21. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

22. Radon Gas Disclosure. As required by law, (Landlord) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

23. Lead Paint Disclosure. "Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller or lessor of any interest in residential real estate is required to provide the buyer or lessee with any information on lead-based paint hazards from risk assessments or inspection in the seller or lessor's possession and notify the buyer or lessee of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

24. Other Terms:

THIS LEASE IS A LEGAL BINDING CONTRACT BETWEEN YOU AND YOUR LANDLORD. WE WILL TAKE ANY LEGAL ACTION NECESSARY TO ENFORCE ALL THE TERMS OF THIS LEASE.

DO NOT SIGN THIS LEASE UNLESS YOU COMPLETELY AGREE WITH ALL TERMS OF THIS LEASE INCLUDING ANY LEASE ADDENDUMS. FAILURE TO COMPLY WITH ALL THE TERMS OF THIS LEASE CAN RESULT IN FINES, EVICTION, JUDGEMENT, AND NEGATIVE REPORTING TO CREDIT BEUREUS.

1. RENTAL PAYMENTS:

- a) Your rental payment must be paid using our ACH automatic payment processing system. All payments are auto-debited at the same time each month. Other forms of payment will need written consent from the lessor.
- b) You are required to have and maintain a valid checking or savings account in which we may Auto Debit each month for your rental amount.
- c) Any Returned ACH payments returned unpaid from your bank for any reason will result in a 50.00 fee to be applied towards your balance per occurrence.
- d) Any returned ACH payment not reschedule and recollected after 5 days of due date will result in a 150.00 per month late charge added to your balance.
- e) If we have to physically come to your home regarding past due balances or to pickup payments in cash, there will be a 35.00 trip charge added to your balance each and every time.
- f) If you need to cancel or change a ACH debit date or other payment method day for any reason, there is a 35.00 fee that will be added to your balance for each occurrence.
- g) No payments can be canceled / changed prior to 24 hrs of date due. We do not guarantee payment date change.
- h) Any intentionally stopped ACH payment (stop payments) will be submitted to the authorities for prosecution. Do not stop payment, it is against the law.
- i) If you run into financial problems, please contact us. We can usually work things out with you, however if you avoid our calls and attempts to contact you, we will file eviction papers quickly. Keep the communication lines open with us, and we will make attempts to work with you.

2. UTILITIES:

- a) You are responsible for your utilities in your name from the day you take possession of your unit until the day you move out of your unit. Proof of payment on final bill is required prior to security deposit refund.
- b) Landlord does not supply or maintain air conditioning in the summer season.

3. BUGS / RODENTS / PESTS

- a) Tenant is responsible to inform landlord of any bug, rodent or pest issues promptly. Should such an infestation be caused by the tenant in a multi-unit, they will be required to obtain a contract for service with a certified pest control company if a pest infestation occurs. If naturally occurring, all multi family units will be under contract. In all single family homes, the tenant is responsible for all Bugs/rodents/pests.

4. MAINTNENANCE / REPAIRS

A) TENANT RESPONSIBILITIES: include: clogged drains, mold removal in baths, cleaning and upkeep etc, interior painting and plastering, carpet and floors, light bulbs, smoke detectors, carbon monoxide detectors, any other desired detectors, door repairs, window repairs, broken or damage to the interior of property, winterizing weather-strip windows and doors, snow and ice removal, violations during inspections, furnace filters, garbage - trash - debris, blown fuses,

I. Tenant is responsible for all repairs that resulted in tenant misuse, abuse, carelessness, and routine maintenance. This includes, carpet replacement, wall damage or scuffed beyond cleaning.

II. All repairs must be performed by a landlord approved contractor or in-house maintenance. Any work performed by a person who has not been authorized in writing by landlord to perform work, will be inspected for workmanship and proper repairs at tenants expense.

III. Payment is due from tenant at time of service unless a written agreement from landlord stating otherwise.

IV. If a repair is made and it is determined the other party is responsible for the repair, the other party will reimburse the paying party immediately.

V. Emergency maintenance issues must be reported immediately.

VI. All tenants are responsible for snow and ice removal. (all units)

VII. We assume no liability for any unknown obstructions that may occur in or around your unit and it is tenants responsibility to report maintenance issues. Tenant holds landlord harmless for any injuries sustained as a result of such obstructions and hazards.

IX. Tenant is responsible for any and all damage to the unit excluding normal wear and tear found during annual inspections from governing bodies. Tenant will be charged for the repairs of any damage found.

B) LANDLORD RESPONSIBILITIES: major appliances not caused by tenant misuse, roofing, major plumbing problems, exterior worn peeling paint, hvac, hot water tanks, gutter repair, decks, electrical.

I. Landlord is responsible for all repairs that would of occurred even if unit was vacant, except maintenance.

II. Landlord is responsible for normal wear and tear.

5. PARKING:

We do not guarantee, maintain or provide parking. All Parking must be on hard concrete parking areas. No lawn/dirt/gravel/yard parking.

6. ENTRY, INSPECTIONS, SHOWINGS: (all applies to landlord and landlords agents or representatives)

- a) Landlord has the right to enter premises at any time with a 24 hour notice to tenant. Tenant cannot withhold entry to landlord with proper notice or by being unreachable. If after 3 unsuccessful attempts to reach tenant, landlord may enter unit.
- b) Landlord may enter unit without any prior notice to protect human life and or property from damage, address an emergency maintenance or repair issue, grant police access if landlord suspects criminal, activity or overcrowding, to verify if unit has been abandoned.
- c) Landlord may begin to show unit for rental within 60 days prior to lease expiration with 24 hour notice.
- d) For repairs for your or other units, permission can not be withheld. We will attempt to give you at least 24 hours notice unless it is an emergency.

7. SALE OF PROPERTY

Sometimes we may offer to sell our rental properties to other investors. Landlord has the right to offer, advertise with a realtor, and grant access to view property from prospects. Tenant will receive a notice prior to showings. Realtors or agents may be granted access to show property if tenant is not available from the showing, as long as proper notice was given.

1) Sold To Another Landlord: If sold during the course of the existing lease, this lease is also sold and transferred with the property. Terms of the lease will stay exactly the same until lease expires. Security deposit on file will be transferred to new landlord as well as lease, application, ACH info, and any other tenant information.

2) Sold To A Owner Occupied Buyer: If sold during the course of the lease, and the new owner wants the unit to live in, prior to sale, your existing landlord can make you an offer to buy out the remainder of your lease. Terms and amount to be determined and agreed on by both tenant and landlord if situation arises.

3) Compensation To Tenant: Landlord will pay tenant the amount an inconvenience fee if and when the property is sold and closes

escrow, and if tenant cooperates completely with showing requests, and keeps home clean, good condition, and in showing condition. This fee is not paid unless the property sells and closes.

4) This is highly unlikely, but still to be informed.

8. RENEWALS / MOVE OUT

a) Landlord may offer you to renew your lease at the end of your current one. Landlord is not obligated to renew your lease past the lease expiration date.

b) **YOU CANNOT MOVE OUR EARLY WITHOUT THE WRITTEN CONSENT OF YOUR LANDLORD:**

You will be responsible for the remaining balance of rent due till the end of your lease even if you move out early without the written consent of your landlord. We may obtain a court order to garnish your income for the remainder of your lease. Contact our office at least 30 days ahead of time if you would like to end your lease early to discuss it.

c) If a tenant abandons a unit, tenant gives up all rights to unit and landlord may enter change locks, and re-rent unit. Abandonment is considered after several attempts to contact tenant, and after observing most of tenants possessions have been removed from unit.

d) Tenant is legally required to vacate the unit no later than the expiration date of the current lease unless landlord agrees in writing to a lease extension. Failure to vacate by the expiration date of this lease is considered a holdover.

e) **HOLDOVER:** Illinois Statute 735ILCS 5/9-20 A person who stays on at a landlord's property beyond the period of a rental or lease agreement is referred to as a holdover. An Illinois landlord is entitled to collect double rent from any willful holdover and can file an action in state court to collect the amount due. If the tenant gives notice he is leaving or not renewing his rental agreement, but remains after the expiration of the notice period, he can be treated as a holdover and is subject to double rent.

9. DEFAULTS: Tenant is responsible for any and all terms of this lease and lease addendums. In the event tenant caused a default of any terms of this lease, and is evicted from this unit, tenant will be responsible for 100% of landlords collection, court, eviction and or attorney fees.

10. SECURITY DEPOSITS

a) Your security deposit cannot be used in place of rent.

b) If you are evicted, or if you move out early without written authorization from your landlord, your security deposit will be forfeited in full to your landlord.

c) To ensure you receive your full refund back, you must show proof of all utilities paid up till no more than 72 hours of your move out date.

d) Landlord performs an inspection of the unit and grounds, only after tenant has vacated the unit and the unit is free and clear of all of tenants belongings. No inspection will be made until tenants has vacated the property.

e) Only after inspection is completed can landlord issue a refund of the security deposit. If all financial obligations, utility bills are paid up to date in full, and the unit is considered in good move out condition the landlord may issue your refund sooner. If any damage exists, or any outstanding financial obligations exist, the landlord will send you a statement of any charges against your deposit as well as any balance left over from your deposit.

f) Our units are in good condition when you moved in. To receive your deposit back the unit must be in good condition when you move out.

g) All keys must be returned prior to any deposit being refunded back to the tenant.

h) Your deposit refund will be in 30 days or less, but not less than 14 days from move-out, return of keys and proof of utilities paid.

11. FEES / CHARGES

a) 35.00 lockouts

d) 35.00 late charge if up to 5 days late

g) 35.00 each to physically pickup rent

b) 55.00 lost key

e) 150.00 late charge per month after 5 days

h) 50.00 each 5 or 10 day notice issued

c) 75.00 lease violations

f) 35.00 each rescheduled payment

i) full landlord eviction costs and fees

j. labor of 45.00 per man hour, & materials for any tenant caused maintenance repair. (1 hour minimum) k) 50.00 each returned bank payment

12. OTHER TERMS

a) Tenant is responsible for all of tenants personal possessions in or around the entire property. Landlord is not responsible for theft, damage to any of tenants possessions.

b) It is required that tenant obtain at tenants costs, renters insurance naming landlord as secondary insured. Limits of at least \$100,000.00 are required. We can assist in finding appropriate insurance. Proof of insurance must be on file with landlord.

c) Landlord does not reimburse any living expenses in the event of any unforeseen building issues that cause temporary tenant relocation. Tenants renters insurance covers such events.

d) No long terms guests more than 71 hours at the property.

e) Tenant is responsible for any mold, lead base paint, radon tests in unit. Tenant acknowledges no such tests have been performed for the property and landlord has no such records that any mold, lead base paint, or radon exists.

f) Any illegal activity will be reported to the police department and may be grounds for immediate eviction.

g) This unit is a smoke free unit. Smoking of any kind is not permitted inside the unit at any time. "Vaping" is allowed.

h) A parking permit is required to park on the property. Any vehicles not displaying a valid parking pass will be towed at owners expense.

I) A valid email address and phone number is required to be kept on file with landlord. (If changed please call office)

13. EARLY LEASE TERMINATION BY LANDLORD

a) Tenant violated terms of lease. (30 day notice)

b) Unit becomes condemned due to tenant (24 hour notice, per city ordinance)

c) Management / ownership change (30 day notice)

d) Illegal activities or possessions on premises (See Crime Free Addendum)

_____ Tenants Initials

e) Landlords desire to use unit for personal or family use. (30 day notice)

f) If lease causes a financial hardship for landlord. (30 day notice)

g) If major improvements are needed to be made on property.

h) Tenant remains in unit with out landlord approval or new lease is called a "Holdover" See sec. 14

i) Tenant causes regular issues with other tenants or staff. (30 day notice)

14. WE REWARD OUR BEST TENANTS

a) Any tenant who has not received any lease violation and has not been late or bounced a payment more than one time in the previous lease year will receive a \$100.00 bonus to sign another years lease.

b) We are always looking for good tenants. We offer a credit of \$100.00 for each rental lead that you give us that ends up renting from us. Please keep watching our website for upcoming units that are available.

15. ACH 9.5 (Auto Debit Form)

NAME OF TENANT: _____ PHONE: _____

ADDRESS _____ CITY/STATE _____

EMAIL: _____

TOTAL MONTHLY RENT: _____ TENANT RENT PORTION _____

BANKING INFORMATION:

BANK NAME: _____ CHECKING/SAVINGS _____

ABA/ROUTING # _____ ACCOUNT # _____

I _____ (Tenants Name) authorize Cuming Holdings and or assignees to automatically deduct from my checking / savings (circle one) account on the _____ day of each month in the amount of \$ _____

My 1st ACH Auto Debit will begin on _____ (Date)

In addition, I authorize Cuming Holdings LLC and or assignees to automatically debit my above stated bank account after 5 days of being informed of any fees, fines, repairs, utility payments etc. I may incur during the course of my lease.

I further understand and agree to all the above mentioned terms, and fees regarding ACH Auto Debit payments.

Tenants Signature: _____ Date: _____

FEES ASSOCIATED WITH YOUR ACH PAYMENTS:

50.00 each time a payment is returned from your bank for not payment. (NSF)

35.00 each time you request to cancel and change a payment date.

150.00 per month late charge after 5 days of a scheduled payment not made or returned nsf

*** ALL CHANGES TO PAYMENT DATES MUST BE REQUESTED NO LESS THEN 48 HOURS BEFORE PULL DATE. WE DO NOT GURANTEE EVERY PAYMENT CHANGE REQUEST WILL BE APPROVED.***

_____ Tenants Initials

16. CONTACTS:

PROPERTY MANAGER: Cuming Holdings (224)325-5105

MAINTENANCE: www.ElginRents.com please utilize our online system to make sure that your needs are seen to.

FOUNDER / PRESIDENT Andrew Cuming (224)325-5355 Andrew@ElginRents.com

ASSISTANT MANAGER Alicia Burns (224)325-5105 Alicia@ElginRents.com Call first to handle any issues that crop up.

ADDRESS: 530 W Highland Ave. ELGIN IL, 60123

COMPANY WEBSITE: www.ElginRents.com

We would like to thank you for making our business your new home, and we want to welcome you to our Cuming Holdings family.

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

Lessor

Lessee

Lessor

Lessee

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.