

THE TOWN HOUSE CONDOMINIUM ASSOCIATION
718 S. SEVENTH ST.
SPRINGFIELD, IL
62703

This lease is made by and between _____ (Landlord), and _____ (Tenant).

1. **Demise and Description.** Landlord, in consideration of the rents and covenants herein specified to be paid and performed by Tenant, hereby leases to Tenant, and Tenant hereby leases from Landlord, on the terms and conditions herein set forth, that certain condominium unit hereafter described (the Premises):
 - a. Unit Number _____ in a condominium development known as THE TOWN HOUSE, located at 718 South Seventh Street, in the City of Springfield, State of Illinois, together with all of the appurtenances thereto. The Unit includes a designated storage locker in the basement with a key common to the Unit itself. The Unit has currently been designated parking space _____ in the above ground parking.
2. **Term.** This Lease shall commence on _____, 20__ and shall continue as a lease for term. The termination date shall be on _____, 20__ at 11:59 PM. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occur:
 - a. Landlord and Tenant formally extend this Lease in writing or create and execute a new, written, and signed lease agreement subject to the THCA Boards approval; or
 - b. Landlord willingly accepts new rent from Tenant upon the approval of the THCA Board of Directors, which does not constitute past due rent.

In the event that the Unit Owner intends to extend a current lease, he/she must provide written notification to the Board of Directors prior to/on _____, 20__ (30 days prior to expiration date). Lease extensions must be 1 year or more and are subject to the THCA Board of Directors approval.

3. **Rental.** The annual rent shall be the sum of \$ _____, to be paid in equal monthly installments of \$ _____ on the first day of each month during the lease, commencing _____, 20__. Rent shall be sent to the address of the Landlord noted above.
4. **Contingencies.** The parties hereto acknowledge that the Town House Condominium Declaration Bylaws, and Rules and Regulations of the Town House Condominium Association (the Association) prohibit the leasing of a unit without the approval of the Board of Directors. Thus, the effectiveness of this Lease shall be

contingent upon Tenant obtaining the approval of the Association's Board of Directors (the Board) on or before _____, 20___. Tenant shall use due diligence in attempting to obtain such approval. Tenant shall provide all information, including, but not limited to, financial information and rental history, as the Board may request. Tenant shall make initial application for approval within two (2) days after executing this Lease. In the event Tenant is unable to obtain approval by the date specified above, or if Tenant is rejected, the Lease shall be deemed terminated, and the security deposit will be refunded.

5. **Condominium Association.**
 - a. Landlord shall pay all mandatory fees and dues to the Association. Tenant shall have the right to use all condominium facilities. Landlord reserves the right to vote at all meetings of the Association.
 - b. Tenant acknowledges that copies of the Declaration, By-laws and Rules and Regulations have been provided to Tenant prior to the execution of this Lease. Said documents are hereby made a part of this Lease and Tenant shall be bound by the same and such other and further rules as the Landlord and the Association may, from time to time promulgate. The Association may exercise against the Tenant any and all remedies available to it under the Declaration, including, but not limited to, the right to take possession of the Unit leased.
 - c. Tenant shall provide Landlord with a copy of any notice of violation from the Association within twenty-four (24) hours of receipt of such notice. Tenant will immediately take steps to cure such violation if such violation has been caused by Tenant's act, negligence, or omission.
6. **Taxes.** Landlord shall pay during the term of this Lease all taxes, assessments, and other governmental charges assessed or levied upon the Premises.
7. **Insurance.** The Landlord and Tenant acknowledge that the exterior structure of the Premises is covered by the Association's blanket insurance policy. The interior of the Premises, including wall coverings and interior walls, carpeting, cupboards, appliances, and personalties, must be covered by a homeowner's insurance policy. Landlord shall obtain such a policy at his sole expense. The Tenant shall procure a renter's insurance policy prior to the commencement of the Lease term. The Tenant's policy shall name Landlord and Tenant as co-insureds. The policy shall provide for the giving of notice of cancellation to Landlord at least thirty (30) days prior to the effective date of cancellation.
8. **Repairs.** Tenant shall contact Landlord in the event any repairs are required. Landlord shall make, as and when needed, and at its own expense, all repairs in and about said premises, and its fixtures, appurtenances, and equipment, provided that said repairs have not been rendered necessary by misuse or neglect of Tenant, his family, servants, employees or agents. Tenant shall suffer no liens against the Premises for the cost of labor, materials or otherwise in connection with repairs. Tenant shall keep the Premises in good condition and repair at all times.
9. **Tenant Alterations.** Tenant may not make any alterations, additions or improvement to or of the Premises or any part thereof without Landlord's prior written consent. Any such alterations, additions or improvement shall be made at Tenant's sole expense.

10. [Not used]

11. Damage or Destruction.

- a. In the event of damage by fire or other casualty, if the damage is such that, in the opinion of the Landlord, the Premises are still usable as a residence, this Lease shall remain in effect during repairs.
- b. In the event that the Premises are not usable as a residence, either party may cancel this Lease giving notice to the other party within fifteen (15) days after the damage occurs. The Lease shall be deemed terminated as of the date the fire or other casualty occurred. If neither party elects to cancel, the rent shall be waived during the period from the occurrence of the fire or other casualty until repairs are completed. The term of this Lease shall be extended for a like period.
- c. The parties shall cooperate in filing and settling insurance claims and obtaining repairs.

12. Hazardous Materials. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company

13. Utilities. Tenant shall be responsible for arranging for and paying for all utility services required on the Premises. Most of these services may be provided by the Association and monthly assessments paid by the Landlord.

14. Quiet Enjoyment. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof

15. Termination. At the termination of this Lease by lapse or otherwise:

- a. Tenant shall return the Premises in as good condition as when Tenant took possession except for ordinary wear and loss by insured fire or other insured casualty and as otherwise in this Lease provided.
- b. All installation, addition, fixtures and improvements, temporary or permanent, in or upon the Premises, except movable furniture and appliances belonging to Tenant, whether placed there by Tenant or Landlord, shall be Landlord's property and shall remain upon the Premises, all without compensation, allowance or credit to Tenant, provided, however, that if prior to such termination or within ten (10) days thereafter Landlord so directs by written notice, Tenant shall promptly, at Tenant's cost, remove the installations, additions, fixtures and improvements placed in or upon the Premises by Tenant and designated in the written notice and shall repair any damage caused by such removal, failing which Landlord may remove the same and Tenant shall upon demand, pay to Landlord the cost of such removal and of any necessary restoration of the Premises plus interest thereon at the rate of ten percent (10%) per annum.
- c. All fixtures, installations, and personal property belonging to Tenant not removed from the Premises upon termination of this Lease and not required by Landlord to have been removed as provided herein shall be conclusively

presumed to have been abandoned by Tenant and title thereto shall pass to Landlord under this Lease as by a bill of sale.

16. **Assignment and Sublease.** Tenant must not assign this Lease, sublet all or part of the Premises, or permit any other person to use the Premises without the prior approval of Landlord and the Association.
17. **Tenant's Default.** If there is a default in the payment of the rent, or any part thereof, or any of the covenants or agreements herein contained are not kept by the Tenant, Landlord or its legal representatives may, either with or without process of law, reenter and repossess the same at the election of the Landlord and distrain for any rent that may be due thereon upon any property belonging to the Tenant. In the event of default in payment of the rent, the rent for the remainder of the term of the Lease or any extensions thereof shall become immediately due and payable and Landlord may bring suit for that total unpaid rent. 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 failure to pay on the same day, or at any time on any subsequent day, shall be sufficient; and after such default shall be made, the Tenant and all persons in possession under it shall be deemed guilty of a forcible detainer of said premises under the statute.
18. **Access.** The right of free access is reserved to the Landlord and his agents, servants and employees, to inspect, repair, alter or exhibit said premises and to wash the exterior of the glass windows of said apartment, it being understood that Tenant shall, at his own expense, maintain and keep clean the interior of all said windows as well as the exterior of any balcony windows.
19. **Use of Premises.** Tenant shall use the Premises solely as a resident and no other purpose.
20. **Choice of Laws.** This Lease is governed by the laws of the State of Illinois and any question arising hereunder shall be construed or determined according to such law.
21. **Severability.** If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
22. **Binding Effect.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
23. **Descriptive Headings.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
24. **Attorney Fees.** Tenant agrees that he shall and will pay and discharge all costs, expenses and reasonable attorney fees incurred by Landlord in connection with enforcing obligations of the Tenant under this Lease, including payment of rental, recovery of possession or enjoining any act of Tenant contrary to provisions of this Lease or enforcing the rights of Landlord in and to said Premises.
25. **Waiver of Damages.** Neither the Landlord, nor its agents, servants or employees shall be liable for damages to Tenant, or to any person claiming through him, or damage to or loss of property, wherever located, from any cause or for damage

claimed for eviction, actual or constructive, which shall include all claims arising from the maintenance of the Premises, or any part thereof, its appurtenances, equipment, furnishes or fixtures located in the Premises, or in the building, or from any act of neglect of Landlord, or its agents, servants or employees, or of any tenant or occupant of such condominium development, and the Landlord may, in its discretion, retain and use a master key for access to the Premises and the retention and use thereof by the Landlord, its agents, servants or employees, shall in no wise make Landlord responsible for the contents of said Premises or any loss or damage to any property located therein.

26. **Security Deposit.** Tenant shall pay to Landlord the sum of \$_____, and Landlord shall maintain the additional rent as a security deposit. In the event Tenant complies with all terms of the Lease said security deposit shall be refunded to Tenant within thirty (30) days of the termination of the Lease and all extensions thereof. In the event of breach of this Lease or damage to the Premises caused by Tenant, Landlord may retain all or a portion of the security deposit. Such retention, however, does not prevent Landlord from seeking further damages from Tenant for breach of the Lease or damage to the Premises.
27. **No Waiver.** The failure of Landlord to insist in one or more instances upon a strict performance of any of the agreements of this lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such agreement or option, but same shall continue and remain in full force and effect. The acceptance of rent after the same falls due, or after knowledge of any breach hereof by Tenant, or the giving of any notice or making any demand, whether according to the statutory provision or otherwise, or any other act of Landlord except when specified by Landlord in writing shall not be construed as a waiver of any right of Landlord to act without notice or demand or of any other right herein conferred upon said Landlord. No waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.

28. Notice. Any notice required or permitted under this Lease or under state law shall be delivered to Tenant at the Property address, and to Landlord at the following address: _____.

As to Landlord this ____ day of _____, 20____.

LANDLORD

Sign: _____

Name (and email)

Print: _____ Date: _____

As to Tenant, this ____ day of _____, 20____.

TENANT

Sign: _____

Name (and email)

Print: _____ Date: _____