

RESIDENTIAL LEASE AGREEMENT

This Rental Agreement or Residential Lease Agreement (hereinafter referred to as the "Agreement" or "Lease") made and entered on _____ shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/ Lessor/ Owner, **Awesome Rentals, LLC** shall be referred to as "Lessor" and Tenant(s) / Lessee _____

_____, shall be referred to as "Lessee."
As consideration for this agreement, Lessor agrees to rent/lease to Lessee and Lessee agrees to rent/lease from Lessor for use solely as a private residence, the premises located at _____

1. TERM:

Lessor leases to Lessee and Lessee leases from Lessor the above described premises together with any and all appurtenances thereto, for a term of _____, such term beginning on _____ and ending at **5:00 PM** on _____. It is expressly understood and agreed that Lessor shall not be liable to Lessee for any failure or delay in delivery of possession of the premises to Lessee for any reason. This lease does not automatically renew from year to year. Lessee shall promptly vacate the premises at the expiration of the above stated term hereof, and no holding over by Lessee after such expiration shall constitute an extension of this lease. Should Lessee fail to deliver subject premises to Lessor after proper demand is raised, Lessee will be considered a hold-over tenant and subject to double the amount of monthly rental installments being paid at the time of hold-over. However, at the date of expiration of this lease, on mutual written agreement between Lessor and Lessee, lessee may continue to occupy premises on a month to month basis; however, monthly rental amount figure may be increased thereafter at the Lessors discretion with a 30 day written notice of increase. Lessee shall, for and during the period of any such tenancy, strictly observe and perform all of the terms hereof and shall pay to Lessor, in advance, monthly rents as required. Lessee further acknowledges that at the expiration of the lease (with or without month to month extension), premises shall be surrendered to Lessor in the same condition as upon the commencement of this lease and Lessee shall remain responsible for all of the costs of restoration of the premises to original condition. Lessee expressly agrees that Lessor may conduct inspections of the premises at all reasonable times during the tenancy (upon 24 hours' advance verbal notice) in order to determine the condition of property and assess the need for repair(s).

2. RENT/PAYMENTS, LATE PAYMENTS & RETURNED CHECKS:

a) **Rent:** During the term of this agreement, Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of _____ per month in advance on the first day of each calendar month, beginning on the first day of _____. Further, the surrender, abandonment or vacation of the premises by Lessee prior to expiration of the term hereof shall not affect the liability of Lessee for payment of the rents herein provided and the Lessee shall be liable for all rent due until such time that the Residence is occupied by a Lessor approved paying Lessee and/or expiration of the lease term period (as referred in #1), whichever is shorter. In event of any such early surrender, abandonment or vacation, Lessor will be liable to for a re-letting fee equivalent to 50% of the monthly rent as per terms of this lease (as referred in # 2a), which must accompany a written notice at least 30 days in advance of the last day of the Lessee's occupancy, and said last day must be no later than the last day of the month. If costs associated with the search of new Lessor approved Lessee exceeds the re-letting fees, Lessee will be responsible for these additional costs.

b). **Payments:** Rent and/or other charges are to be paid at such place or method designated by the Lessor as follows: All payments are to be made by either by direct depositing into the Lessor's bank account in Bank of America, routing and account numbers to be provided by Lessor or by mailing a check to the Lessor payable to Awesome Rentals, LLC, mailing address to be provided by Lessor. **Money orders and/or cash are not acceptable.** (*Lessee's Initials:* _____)

c) **Late Payments and Returned Checks:** All rents are to be paid in FULL on or before the first day of each month. Any payments not received by 5 PM on the fifth day of each month shall be subject to a \$50.00 late

charge. Any payments not received by 5 PM on the tenth day of each month shall be subject to an additional \$100.00 late charge (total late charge of \$150.00). Any payments not received by 5 PM on the fifteenth day of each month shall be subject to an additional \$150.00 late charge (total late charge of \$300). Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$100 (in addition to late fee charge). This provision shall in no way affect the rights of the Lessor to declare a breach of this lease for the failure of Lessee to pay monthly rent installment on or before the first day of each month as due.

3. SECURITY DEPOSIT:

Lessor acknowledges receipt of Security Deposit of _____. Lessee hereby waives any requirement that the security deposit be held in an escrow account and hereby acknowledges that the security deposit will not be held in an escrow account and will not earn any interest. This deposit shall secure compliance with the terms and conditions of this agreement and shall be refunded to Lessee within 30 days of the Lessee's vacation of the premises and upon the return to Lessor of the keys and any restricted use devices, LESS all of the costs of restoration of the premises to the condition thereof as of the commencement of this Lease including, among other things, the following which are set forth for purposes of illustration and not by way of limitation, to-wit:

The cost of any additional cleaning Lessor shall deem necessary, b) The cost of disposal of personal property remaining within or about the premises, c) The cost of any repairs to the premises which Lessor shall deem necessary including any painting and wall repair(s), d) The cost of having the carpets professionally steam cleaned upon vacation of the premises, e) Any unpaid rent, late fees and administrative fees provided within this lease, f) Any applicable re-letting fee described above, g) any other amount legally allowable under the terms of this agreement. **Carpet needs to be cleaned by a Lessor approved professional carpet cleaner on termination of the lease; otherwise the cost of professional carpet cleaning will be deducted from the security deposit and a processing fees of \$20 will be charged for facilitating professional carpet cleaning on tenant's behalf.** (Lessee's Initials: _____) If deposits do not cover such costs and damages, the Lessee shall immediately pay said additional costs for damages to Lessor. A written accounting of said charges shall be presented to Lessee within 30 days of move-out. Lessor may return the security deposit to any person named as Lessee herein, and need not make any return payable to all such persons. Lessor may retain any applicable re-letting fee from the deposit of Lessee. Said deposit will not bear interest and cannot be used for last installment of rent unless Lessor consents there to.

4. UTILITIES:

Except as otherwise provided in this paragraph, Lessee shall pay for all utility and similar services to the premises including but not limited to electricity, gas, sewer, water, trash pickup service, telephone, cable television, snow removal, grass cutting and any and all other similar services, when and as the charges therefore become due. **Lessee shall place all utilities in Lessee's name within 24 hours of taking possession of subject premises. Failure to do so will lead to a fine of \$25.** (Lessee's Initials: _____). Lessee will be responsible for all utility charges, whether or not in Lessee's name, and whether or not Lessee is occupying the premises from the start date of this lease agreement through the end of the term of this agreement on the premises. Interruption or failure of any utility or similar or other service to or about the premises shall not entitle Lessee to any claim against Lessor or to any reduction in rent.

5. USE OF PREMISES/PARKING/ASSIGNMENT:

a) **Occupants:** A maximum of three unrelated adults shall be permitted to occupy the premises under this lease. Lessee (and any additional permitted persons named at the conclusion of this Paragraph) shall be the only occupant(s) of the premises: _____

(Lessee's Initials: _____)

Lessee may not assign this Lease or sublet any part of said premises without the written consent of the Lessor, and expressly agrees that the occupancy of the premises or any portion thereof by any person other than the named Lessee shall be a civil and criminal trespass and shall terminate all further right of Lessee hereunder.

b) Parking: Lessee shall provide and notify Lessor of the Lessee's current vehicles and license plate number(s). Lessee is responsible for oil leaks and other vehicle discharges for which Lessee shall be charged for cleaning if deemed necessary by Lessor. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any vehicle or its contents.

c) Use of Premises: Lessee agrees subject premises is to be used for residential purposes only and may not be used for any commercial business. Lessee acknowledges that Lessee is responsible for the behavior and activities of his/her guests whether or not Lessee had actual knowledge of said Guests activities while on subject premises. Lessee further acknowledges that the breach of any of the provisions of this lease, including the terms of this paragraph, by a Guest of Lessee (with or without Lessee's express knowledge of said breach) will constitute as a breach of this Lease in the same manner as if Lessee had committed the activity and shall lead to the termination of this lease. Lessee agrees not to use, or to permit the use of, the premises for unlawful, criminal and/or immoral purposes. Lessee agrees not to cause or allow any noise or activity on the premises, which might disturb the peace and quiet of another Lessee and/or neighbors. Said noise and/or activity shall be a breach of this agreement. Lessee agrees not to play any musical instrument, stereo, radio, or television at any time loud enough to disturb others, either inside or outside of the premises. Lessee hereby expressly warrants and represents to Lessor that Lessee does not now, and will not at any time hereafter during the term of this Lease, use or possess controlled substances in or about the premises in violation of any Federal, State or local law, and agrees that any use or possession of any such substance by Lessee, or Lessee's guest (with or without the express knowledge of Lessee), in or about the premises constitutes a breach of the provisions hereof, and that Lessor may thereupon exercise any remedy provided hereunder, or by law including, but not limited to, immediate eviction of Lessee without prior notice. Further, Lessee expressly agrees that Lessor may exercise any such remedy upon Lessor's belief in the existence of such breach or default by Lessee. Lessee agrees to keep the premises clean, sanitary and in good order. Lessee agrees not to create or suffer any nuisances in the premises affecting the rights of others and agrees to comply with all laws, ordinances, rules, regulations and directions of all governmental authorities having jurisdiction of the premises, and all rules and regulations established by Lessor. Failure by Lessee to abide by all municipal codes and/or ordinances which then lead to any fines assessed against Lessor shall be deemed the expense of Lessee and said amount of fine shall be paid by Lessee to Lessor on the next rental installment due date. Failure of Lessee to reimburse Lessor the amount of said fine shall be deemed a breach of this lease and shall allow Lessor to terminate this Lease. 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. The specific prohibitions provided in this paragraph are not exclusive, and Lessor expressly reserves the right to impose other and additional prohibitions upon the use and occupancy of the premises at any time hereafter by verbal or written notice to Lessee. Also, Lessee should abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted by Lessor or Homeowners Association.

d) 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.

e) Liquid Filled Furnishings: No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the Lessor. Lessee also agrees to carry insurance deemed appropriate by Lessor to cover possible losses that may be caused by such items.

6) PETS: The keeping of any pets (animals, birds, reptiles, etc.) by the Lessee in or about the premises or the grounds thereof without the prior written consent of Lessor is expressly prohibited (and this shall include any and all instances involving "pet sitting"). Such consent if granted, shall be revocable at Lessor's option upon giving a 30-day written notice. If an unauthorized pet is found at the premises, it shall be considered a breach of this Lease and shall allow Lessor to terminate this Lease and charge Lessee an additional \$10 per day until the pet is removed. Lessee will also be charged for any damages caused by the unauthorized pet. In the event permission is granted to have a pet of any kind, a separate Pet Agreement or Pet Addendum will be signed between the Lessor and the Lessee outlining the terms and conditions of keeping the pets at the property. This agreement will be attached to

and will be part of this Residential Lease Agreement. Lessee will be expected to read, understand and agree to abide by all the terms and conditions of this agreement. (*Lessee's initials:* _____).

7) KEYS, FURNISHED EQUIPMENT, APPLIANCES & RESTRICTED USE DEVICES:

a) Locks and keys: Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained the permission, Lessee agrees to pay for changing the locks. Lessee agrees not to make copies of the keys for any locks in home or mailbox. If all the keys and garage door openers are not returned to the Lessor following termination of lease, Lessee shall be charged \$10 per key and \$100 per garage door opener. **If Lessee becomes locked out of premises, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.**

b) Appliances: The premises are furnished by Lessor with the following appliances, equipment and restricted use devices: _____

Lessee acknowledges that such items are and shall remain the property of Lessor; and that Lessor gratuitously permits Lessee to use such items.

8) CONDITION OF PREMISES

a). Condition of Premises: Lessee stipulates, represents, warrants and acknowledges that Lessee has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by Lessor are all safe, clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. Lessee agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by Lessee, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to Lessor in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to Lessor. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear. **Lessee agrees to notify Lessor in writing within 24 hours of discovery of needed repairs. Lessee is to inform Lessor if Lessee believes said repair is an emergency in need of immediate attention. Lessor shall have a minimum of 30 days to complete all non-emergency repairs. It is Lessor's discretion to determine the emergency natural of all repair requests.** (*Lessee's initials:* _____)

b) Alterations: 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. Lessee shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the Lessor except as may be provided by law. No satellite television antenna or "dish" of any kind shall be placed or erected upon or about the premises or grounds thereof without Lessor's prior written consent. No waterbeds are permitted in or about the premises. All alterations, additions, painting and structural improvements made to the premises, expressly including, but not limited to, the erecting or placement of playground sets, trampolines, pools, and hot tubs within the premises, made after obtaining written consent of Lessor, shall remain a part of the premises at the termination of the agreement.

c) Painting: Lessor reserves the right to determine when the dwelling will be painted unless there is a law to the contrary. Lessee agrees that no signs shall be placed and no painting shall be done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

9) PROPERTY MAINTENANCE, REPAIRS, LAWN & LANDSCAPE:

a) Property Maintenance and Repair: Lessee agrees to use and maintain the premises, and all equipment, appliances and fixtures furnished with the premises, in good order and in accordance with manufacturers' specifications and in accordance with any rules and regulations now or hereinafter provided by Lessor. Lessee will, at their sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition during the term of this lease and any renewal thereof. Lessee shall not cause or permit any plumbing system on the premises to become nonfunctional or damaged, and shall protect all pipes from freezing, and shall protect any

exterior plumbing fixtures becoming damaged from not removing hoses during freezing temperatures. Lessee shall comply with all the sanitary laws, ordinances, rules, and other orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of the lease. Lessee shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. Lessee shall be responsible for disposing of items of such size and natures as are not normally acceptable by the garbage hauler. Lessee shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. Lessee will keep the furnace clean and **change the furnace filter at least every 3 months.**

(Lessee's initials: _____).

Lessee at their sole expense, shall make all the 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 family or visitor. Lessee shall be responsible for the costs of repair or replacement (as recommended by the Lessor approved appliance repair specialist) of any appliances furnished by Lessor and lost, damaged or destroyed while in Lessee's possession due to Lessee's or their visitors' misuse or as a result of Lessee's failure to provide proper care or failure to provide notice to Lessor of needed repairs. Lessee shall further be responsible for the costs of all maintenance and repair to the premises, and the plumbing, electrical, heating, air conditioning and other systems, equipment, and fixtures occurring, necessitated or brought about during Lessee's possession or thereafter as a result of Lessee's abuse or failure to provide proper care, failure to provide notice to Lessor of needed repairs. Lessee shall pay for the cleaning out of any plumbing fixture and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks due to stoppage caused by Lessee's or his visitors' actions. Lessee shall be responsible for any damage to the premises caused by wind or rain as a result of the leaving of windows open. Lessee shall further have no authority on the Lessor's behalf or otherwise, to order any repairs or improvements to the premises without Lessor's prior written consent. Maintenance and repair of the leased premises due to regular wear and tear and not due to Lessee's misuse, waste, or neglect or that of their family or visitor shall be responsibility of the Lessor.

b) **Lawn and Landscape Maintenance:** If initialed by Lessee here _____, Lessee shall routinely and in keeping with the neighborhood in which the premises is located, mow and trim the lawn, trim the bushes located within the premises, and remove weeds within the landscape.

c) **Pest control:** Lessee shall keep the premises free of pests, including without limitation, rodents, fleas, bed bugs, ants, cockroaches, gnats, flies, and beetles. Lessee shall inform Lessor at first sighting of any pests in order to avoid any infestation of pests. After the first 3 weeks of the term of this Lease Agreement, pest control of ants, cockroaches, flies, gnats and beetles and any other pests caused due to actions of the Lessee, other occupants in the house or their visitors (with the exception of termites) shall be the sole responsibility of the Lessee. For the full duration of this lease agreement, Lessor will be responsible for remediation of the pests that were not caused by actions of the Lessee, other occupants in the house or their visitors with the exception of ants, cockroaches, flies, gnats and beetles after 3 weeks of term of this Lease Agreement.

(Lessee's initials: _____).

c) In the event Lessee fails to perform any item of routine maintenance and care of and to the premises or, any fixture item of equipment therein as required within this lease, Lessee shall be liable to Lessor for the costs incurred by Lessor in performing such maintenance together with an administrative fee equal to 10% of such costs incurred; and further, all such costs and administrative fees shall be due and payable upon Lessor's request therefore or, at Lessor's election, be withheld from the security deposit aforesaid.

(Lessee's initials: _____).

10) **SMOKE AND CARBON MONOXIDE DETECTORS:**

Lessee acknowledges that Lessor has furnished the premises with operating smoke detectors and carbon monoxide detectors, and expressly agrees that Lessee shall, at all times during the term hereof, continuously monitor such detectors to assure that the same remain in proper working order, and shall replace the batteries therein as necessary from time to time, and shall notify Lessor at once in the event that any such detector becomes inoperative for any reason.

Lessee acknowledges that as per Section 4 of the Illinois Smoke Detector Act (425 ILCS 60/4): (a) Willful failure to maintain any smoke detector in the house in operating condition is a Class B misdemeanor. (b) Tampering with, removing, destroying, disconnecting or removing the batteries from any installed smoke detector, except in the course of inspection, maintenance or replacement of the detector is a Class A misdemeanor in the case of a first conviction, and a Class 4 felony in the case of a second or subsequent conviction.

(Lessee's initials: _____)

Lessee acknowledges that as per Section 15 of the Illinois Carbon Monoxide Alarm Detector Act (430 ILCS 135/15) which states that (a) Willful failure to maintain any carbon monoxide alarm in the house in operating condition is a Class B misdemeanor. (b) Tampering with, removing, destroying, disconnecting, or removing the batteries from any installed carbon monoxide alarm, except in the course of inspection, maintenance, or replacement of the alarm, is a Class A misdemeanor in the case of a first conviction and a Class 4 felony in the case of a second or subsequent conviction.

Lessee expressly agrees to observe and to fully comply with all of the requirements of the Illinois Smoke Detector Act (425 ILCS 60/) and the Illinois Carbon Monoxide Alarm Detector Act (430 ILCS 135/).

(Lessee's initials: _____)

11) INSURANCE:

Lessee acknowledges that Lessor's insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall Lessor be held liable for such losses. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee must obtain a renter's insurance policy to cover damage or loss of personal possessions as well as losses resulting from Lessee's negligence. **All occupants must always be covered under an active Renter's Insurance policy with a minimum of \$100,000 property liability coverage naming the following as additional insured: Awesome Rentals LLC, 3304 Hershiser Ct, Edwardsville IL62025. If Lessee has been permitted to keep pets at the property, Lessee will carry pet liability insurance that covers/protects property damage and injury inflicted by tenant's pets on others, inside or outside the premises.** Lessee agrees to provide a copy of Renter's Insurance and Pet Liability Insurance to Lessor at the time of signing the Residential lease agreement. *(Lessee's initials: _____)*

12) PERSONAL PROPERTY:

Lessee assumes all risk of any damage to personal property that may occur by reason of water, the bursting or leaking of any pipes, any act of negligence of any co-tenants or occupants of the building or of any other person, and from fire, acts of God, or from any other cause whatsoever, and the Lessee agrees to give the Lessor prompt written notice of any accident to or defects in the structure, electricity, plumbing, heating or cooking apparatus. If during the term of this lease or upon the termination of this Lease, or abandonment of the premises, Lessee abandons or leaves any property in or about the premises, Lessor shall have the right, without notice to Lessee to store or otherwise dispose of the property at Lessee's cost and expense, without being liable in any respect to the Lessee.

13) LESSOR'S RIGHT OF ENTRY:

Lessor and its agents and contractors shall have the right to enter the premises at all times in order to make emergency repairs as Lessor shall elect, and this right shall exist whether or not Lessee or other occupants shall be present at the premises at such time. Lessor and its agents and contractors, as well as any officials from the City of Edwardsville, shall also have the right to enter the premises, with 24 hours' notice, to perform routine and periodic inspections of the premises, following a reasonable advance notice given by Lessor to Lessee regarding said inspection's date and time, and Lessee does hereby give consent to Lessor and its agents and contractors, as well as any officials from the City of Edwardsville, to enter the premises during reasonable hours to perform said inspections. During the last sixty (60) days of the term of this Lease, with or without notice, Lessor and its agents shall have the right to enter the premises at reasonable hours to show the same to prospective tenants. Lessee acknowledges that Lessor reserves the right for Lessor and Lessor's agents and contractors to enter into the demised premises and the grounds associated therewith at all reasonable times for the purpose of performing such renovations, alterations, remodeling and similar activities as Lessor shall desire. Lessee shall cooperate with and

accommodate Lessor and Lessor's agents and contractors in all reasonable ways in conjunction with such activities, and Lessor shall have no liability to Lessee on account of or from any cause relating thereto.

14) DEFAULT:

Any and every failure of Lessee to strictly abide by and perform the terms hereof, including but not limited to the timely payment of any monthly rent installment above said, shall constitute a breach by Lessee hereunder and Lessor may, but is not required to, elect to terminate this agreement and all further rights of Lessee hereunder, and upon such default Lessee shall become a hold-over tenant and Lessor may immediately retake the premises as provided herein or otherwise as provided by law. The waiver or other failure or refusal by Lessor to exercise any right or remedy with respect to any particular default on the part of Lessee shall not constitute a waiver of any other default. In the event of any default by Lessee hereunder, Lessor shall not be required to return any portion of the deposit. Lessor may retain the deposit and apply it against actual damage sustained by Lessor by reason of Lessee's default and may also recover any damages in excess thereof. Lessor may also elect to retain and apply all or part of the deposit to the cure of any damage or other default by Lessee during the term and may thereupon require Lessee to make an additional deposit equal to the amount so retained and applied. The retention of the deposit shall not be the only remedy to which the Lessor is entitled, and Lessor shall have all recourse against the Lessee otherwise provided by this Lease and by law, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay all of LESSOR'S attorney's fees, court costs and other expenses in recovering possession from Lessee and in otherwise enforcing any default by Lessee.

15) SEVERABILITY:

Nothing contained in this Agreement shall be construed as waiving any of the Lessor's or Lessee's rights under the law. In the event any particular provision of this Lease shall be deemed unenforceable by any court or tribunal having jurisdiction of any proceeding touching or concerning this Lease, such court or tribunal is hereby authorized to modify such unenforceable provision to the minimum extent necessary in order to render the same enforceable; and in the event such modification is impossible, such unenforceable provision shall be deemed severed and this Lease, and the remaining provisions hereof, shall be enforced as if such unenforceable provision were never a part hereof.

16) OTHER PROVISIONS AND DISCLOSURES:

a) Lead Paint Disclosure:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Law requires that before renting pre-1978 housing, Lessor must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling and Lessees must receive a federally approved pamphlet on lead poisoning prevention. As required by law, Lessor makes the following disclosure: Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. Lessee acknowledges receipt of a copy of pamphlet "*Protect Your Family from Lead in Your Home*" and understands that it can be accessed at any time by visiting the following link:
<https://drive.google.com/file/d/1StyfeK9aikD6v2sWigMWCpyqQAjpL7YU/view?usp=sharing>

(*Lessee's initials:* _____).

b) Radon Gas Disclosure: Radon Gas is 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. Lessee acknowledges the receipt of "*Radon Guide for Tenants*" published by Illinois Emergency Management Agency (IEMA) and understands that it can be accessed at any time by visiting the following link:
https://drive.google.com/file/d/1Z9glAf7A_8PiSwhJ9POMWNWAPC5jFz8H/view?usp=sharing

(*Lessee's initials:* _____).

c) Lessor Contact Information: Throughout the term of this Lease, Lessee shall maintain contact with the Lessor: **Tulika Bansal**. Her contact information is: Talk/Text **248-881-7438** and Email: **awesomerentals9@gmail.com**.

All written notices for Lessor shall be mailed directly to **3304 Hershiser Ct, Edwardsville, IL 62025**. Email by Lessee to Lessor shall also be deemed written notice under the terms of this agreement.

d) **Paragraph Designations:** The designations preceding the paragraphs of this Lease are intended solely for the convenience of the parties, and do not in any way define, alter, modify, restrict, limit or otherwise affect the substantive meaning or content of any paragraph hereof.

e) **Entire Agreement:** This Agreement constitutes the entire Agreement between Lessor and Lessee. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

f) **No Waiver:** Lessor's acceptance of rent with knowledge of any default by Lessee or waiver by Lessor of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by Lessor of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

g) **Attorney Fees:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

h) **Jointly and Severally:** The undersigned Lessees are jointly and severally responsible and liable for all obligations under this agreement.

i) **Report To Credit/Tenant Agencies:** You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

j). **Additional Provisions and/or Disclosures:** SMOKING IS NOT ALLOWED INSIDE THE HOUSE. Any indication that Lessee, and/or a Guest of Lessee, has smoked inside of the subject premises during term of residency will forfeit the return of security deposit in full upon termination of occupancy.

The undersigned Lessees have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

Lessee's Signature _____ Date _____

Lessee's Signature _____ Date _____

Lessee's Signature _____ Date _____

Guarantor' Signature _____ Date _____

*Note: Guarantor is signing solely for the purpose of guaranteeing the payment of herein stated rental amounts in full. Guarantor affirms he/she is personally obligated to make all rental payments in full if not made by Lessee within **5** days of due date. Guarantor further affirms that he/she will not reside in the property as a tenant.

Lessor's Signature:

_____ Date _____

By: Tulika Bansal, Managing Member, Awesome Rentals, LLC.