

ILLINOIS LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is entered into on the _____ day of _____, 20____, by and between:

LANDLORD:

Name: _____

Address: _____

City: _____ State: IL Zip: _____

Phone: _____

Email: _____

AND

TENANT(S):

Name(s):

I. PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the residential premises located at:

Address: _____

City: _____ State: Illinois Zip: _____

(hereinafter referred to as the "Premises").

The Premises includes the following furniture/appliances:

II. TERM OF LEASE

The term of this Agreement shall be (check one):

☐ **FIXED TERM:** This Lease shall commence on the ____ day of _____, 20____, and end on the ____ day of _____, 20____. Upon expiration, this Lease shall convert to a month-to-month tenancy unless either party gives written notice of termination.

☐ **MONTH-TO-MONTH:** This Lease shall commence on the ____ day of _____, 20____, and continue on a month-to-month basis until terminated by either party with at least thirty (30) days' written notice.

III. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$

_____ per month.

Rent is due on the _____ day of each month.

Rent shall be paid via the following method(s):

Late Charges: If rent is not received by the _____ day of the month, the Tenant agrees to pay a late fee of \$ _____ .

(Note: Late fees must be reasonable under Illinois law).

Returned Checks: If a check is returned for insufficient funds, the Tenant shall pay a charge of \$ _____ in addition to any late fees.

IV. SECURITY DEPOSIT

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$ _____ as security for the faithful performance of the terms of this Lease.

Financial Institution:

Pursuant to the Illinois Security Deposit Interest Act (765 ILCS 715), if the Landlord owns 25 or more units in a single building or complex, the Security Deposit will be held at the following

financial institution:

Bank Name: _____

Address: _____

Return of Deposit:

In accordance with the Illinois Security Deposit Return Act (765 ILCS 710), the Landlord shall return the Security Deposit to the Tenant within forty-five (45) days after the Tenant vacates the Premises, less any deductions for damages beyond normal wear and tear or unpaid rent. If deductions are made, the Landlord shall provide an itemized statement of damages within thirty (30) days of vacating.

V. UTILITIES AND SERVICES

Responsibility for payment of utilities and services shall be as follows (check appropriate boxes):

Landlord	Tenant	
-----------------	---------------	--

- | | | |
|--------------------------|--------------------------|------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Electricity |
| <input type="checkbox"/> | <input type="checkbox"/> | Gas/Heat |
| <input type="checkbox"/> | <input type="checkbox"/> | Water/Sewer |
| <input type="checkbox"/> | <input type="checkbox"/> | Trash Collection |
| <input type="checkbox"/> | <input type="checkbox"/> | Cable/Internet |
| <input type="checkbox"/> | <input type="checkbox"/> | Snow Removal |
| <input type="checkbox"/> | <input type="checkbox"/> | Lawn Care |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

VI. USE OF PREMISES AND OCCUPANTS

The Premises shall be used exclusively as a private residence. No business or commercial activity shall be conducted on the Premises without the Landlord's prior written consent.

The following individuals are the only authorized occupants of the Premises:

VII. MAINTENANCE AND REPAIRS

Landlord's Obligations:

The Landlord shall maintain the Premises in a habitable condition and comply with all applicable building and housing codes. The Landlord is responsible for structural repairs and maintaining common areas.

Tenant's Obligations:

The Tenant shall keep the Premises clean, sanitary, and in good condition. The Tenant shall promptly notify the Landlord of any necessary repairs. The Tenant shall be responsible for any damage caused by the Tenant, their guests, or invitees, excluding normal wear and tear.

VIII. ILLINOIS SPECIFIC DISCLOSURES AND PROVISIONS

1. Radon Awareness Disclosure (420 ILCS 46):

The Illinois Department of Nuclear Safety strongly recommends that ALL homebuyers and renters have an indoor radon test performed prior to purchase or lease. Space for the radon test result is provided below.

☐ Radon Warning Statement provided.

☐ Pamphlet "Radon Testing Guidelines for Real Estate Transactions" provided.

2. Lead-Based Paint Disclosure:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards.

The Premises was built:

☐ Before 1978 (Landlord must provide Lead-Based Paint Disclosure and EPA Pamphlet).

☐ In 1978 or later.

3. Smoke and Carbon Monoxide Detectors:

Pursuant to the Illinois Smoke Detector Act (425 ILCS 60) and the Carbon Monoxide Alarm Detection Act (430 ILCS 135), the Premises is equipped with working smoke and carbon monoxide detectors. The Tenant is responsible for testing the detectors and replacing batteries as needed during the tenancy.

4. Rent Concession Act (765 ILCS 730):

Is there a rent concession (e.g., "one month free") associated with this Lease?

☐ No.

☐ Yes. Description of Concession:

5. Safe Homes Act (765 ILCS 750):

The Tenant may have the right to terminate this Lease early if the Tenant or a member of the Tenant's household is a victim of domestic violence, sexual violence, or stalking, provided specific statutory requirements and notice procedures are met.

IX. RIGHT OF ENTRY

The Landlord shall have the right to enter the Premises to inspect, make necessary repairs, or show the Premises to prospective buyers or tenants. Except in cases of emergency, the Landlord shall provide the Tenant with at least twenty-four (24) hours' notice before entering.

X. DEFAULT AND REMEDIES

If the Tenant fails to pay rent or violates any other term of this Agreement, the Landlord may terminate this Lease in accordance with the Illinois Code of Civil Procedure (735 ILCS 5/9).

Notice to Quit:

For non-payment of rent: Landlord shall provide a five (5) day written notice.

For other lease violations: Landlord shall provide a ten (10) day written notice.

XI. PETS

☐ No pets are allowed on the Premises.

☐ Pets are allowed subject to the following restrictions:

Pet Fee (if applicable): \$ _____ (☐ Non-refundable ☐
Refundable)

XII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, whether written or oral. No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

XIV. ADDITIONAL TERMS AND CONDITIONS

SIGNATURES

LANDLORD:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT(S):

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

*

NOTARY ACKNOWLEDGMENT**

State of Illinois

County of _____

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that:

_____ (Name of Landlord)

and

_____ (Name of Tenant(s))

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20____.

Signature of Notary Public: _____

(Seal)

My Commission Expires: _____ day of _____, 20____