



MAINSTREET ORGANIZATION OF REALTORS®
RESIDENTIAL LEASE
 (Form 6010)
 (Not for use in the City of Chicago)

1
2
3
4
5
6 LESSEE (Tenant): _____

7 ADDRESS OF PREMISES: _____

8 LESSOR (Landlord): _____

9 LESSOR'S ADDRESS: _____

10 TERM OF LEASE: COMMENCEMENT DATE: _____

11 EXPIRATION DATE: _____

12 MONTHLY RENTAL: \$ _____ SECURITY DEPOSIT: \$ _____

13 (To be paid in advance as directed by Lessor)

14 LATE PAYMENT PENALTY: _____% of monthly rental if not received by _____

15 **If Dual Agency applies, complete Paragraph 19.**

16
17 In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee
18 hereby leases from Lessor for a private dwelling, the unit designated above (the "Premises"), for the above term.
19

20 **1. RENT:** Lessee shall pay Lessor, at Lessor's address stated above or such other address as Lessor may designate
21 in writing, as rent for the Premises, the sum stated above monthly in advance, including any late charges and
22 amounts to be paid by Lessee under paragraph 2 hereof, from the beginning of this term until termination of this
23 Lease. Time of each payment is of the essence of this agreement. Monthly rent payments are due on the
24 _____ day of each month.
25

26 **2. LESSEE'S OBLIGATIONS:** In addition to the monthly rental specified above, Lessee shall be responsible for
27 the following:

- 28 Electricity Gas/ Heating Fuel Rubbish removal Water Service
- 29 Sewage Disposal Service Landscape maintenance/snow removal
- 30 Homeowners Association dues currently \$ _____ per month
- 31 Other _____
- 32 _____
- 33 _____

34 In the event one of the above utilities is not levied specifically on or in respect of the Premises, the Lessee shall pay
35 to Lessor as rent _____% of the utilities charged on the building of which the Premises is a part. If
36 Lessee fails to pay the above marked bills, the Lessor may pay them on Lessee's behalf and the same if paid by the
37 Lessor shall be due as rent with the next payment due under the terms of this lease.
38

39 Lessee agrees that if, as a result of Lessee's failure to timely pay any of the aforementioned utility charges, such
40 services are stopped or interrupted and damage results, Lessee shall be absolutely liable to Lessor for such damage.
41
42

<i>Lessee Initial</i> _____	<i>Lessee Initial</i> _____	<i>Lessor Initial</i> _____	<i>Lessor Initial</i> _____
<i>Address</i> _____			

43 **3. LESSOR'S OBLIGATIONS:** Lessor shall, at Lessor's cost, provide to the premises:

- 44 Electricity Gas/Heating Fuel Rubbish removal Water Service
- 45 Sewage Disposal Service Refrigerator Oven/Range/Stove
- 46 Microwave Dishwasher Garbage Disposal Trash Compactor
- 47 Washer Dryer
- 48 Other _____

49 _____
50 Lessor shall not be liable for failure to furnish the above when such failure is beyond Lessor's control or when the
51 applicable system is under repair.

52
53 **4. SECURITY DEPOSIT:** Lessee has deposited with Lessor the Security Deposit stated above as security for the
54 performance of all covenants and agreements of Lessee hereunder. Lessor may at any time apply all or any portion
55 thereof in payment of any amounts due Lessor from Lessee. Upon termination of the Lease and full performance of
56 all Lessee's obligations hereunder, so much of the Security Deposit as remains unapplied shall be returned to
57 Lessee. The Security Deposit shall not bear interest.

58
59 **5. CONDITION OF PREMISES:** Lessee acknowledges that Lessee has inspected the Premises and that the
60 Premises are in good repair, except as specified below, and that no representations as to the condition or repair
61 thereof have been made by the Lessor, or Lessor's Designated Agent, prior to or at the execution of this Lease, that
62 are not herein expressed.

63 DEFECTS (if any) _____
64 _____

65
66 **6. REPAIRS BY LESSEE:** The Lessee covenants and agrees with the Lessor to take good care of and keep in
67 clean and healthy condition, the Premises and its fixtures, and to commit or suffer no waste therein; that Lessee will
68 make all repairs required to the walls, windows, glass, ceilings, paint, plastering, plumbing work, pipes, and
69 fixtures belonging to the Premises, whenever damage or injury to the same shall have resulted from Lessee's
70 misuse or neglect; and Lessee agrees to pay for any and all repairs that shall be necessary to put the Premises in the
71 same condition as when Lessee entered therein, reasonable wear, acts of God, and loss by fire excepted; and Lessor
72 shall have the right to make said repairs and recover the cost of same from Lessee as rent.

73
74 **7. REPAIRS BY LESSOR:** In the event repairs are necessary as a result of normal wear and tear or acts of God,
75 Lessor shall make them within a reasonable time. Lessee shall not, without consent of the Lessor, have the right to
76 make repairs to the Premises and charge them against the rent due or withhold rent. In case the Premises shall be
77 rendered untenable by fire or other casualty, Lessor may at Lessor's option terminate this lease or repair the
78 Premises within thirty days, and if Lessor fails to do so, this lease is terminated.

79
80 **8. USE; SUBLET; ASSIGNMENT; ALTERATIONS:** Lessee will not allow the Premises to be used for any
81 purpose that will increase the rate of insurance thereon or disturb the neighboring tenants, nor for any purpose other
82 than that hereinbefore specified nor to be occupied, in whole or in part, by any other person, and will not sublet the
83 same, or any part thereof, nor assign the lease without the Lessor's prior written consent, which consent shall not be
84 unreasonably withheld, and will not permit the transfer, by operation of law, of the interest in the Premises
85 acquired through this lease, and will not permit the Premises to be used for unlawful purpose(s) or any purpose(s)
86 that will injure the reputation of the same or of the neighborhood; and will not permit any alteration (including but
87 not limited to painting, wall papering and other decorating) of or upon any part of the Premises without the prior
88 written consent of the Lessor, nor allow any signs or placards posted or placed thereon, except by written consent of
89 the Lessor; all alterations and additions to the Premises shall remain for the benefit of the Lessor unless otherwise

Lessee Initial _____ Lessee Initial _____ Lessor Initial _____ Lessor Initial _____
Address _____

90 provided in said consent. LESSEE WILL KEEP NO DOGS, CATS OR OTHER ANIMALS OR PETS IN OR
91 ABOUT THE PREMISES EXCEPT AS SET FORTH HEREIN "NO PETS" "PETS ALLOWED" (List
92 number and weight)_____ (Additional
93 **security deposit may be required**). LESSEE WILL NOT PERMIT THE PREMISES TO REMAIN
94 UNOCCUPIED WITHOUT PROVIDING ADEQUATE CARE TO PREVENT DAMAGES OF ANY KIND TO
95 THE PREMISES. Lessee shall keep the Premises in a neat and sanitary condition.
96

97 **9. RIGHT TO RELET, TERMINATION REMEDIES:** If Lessee shall abandon or vacate Premises, the same
98 may be re-let by the Lessor on behalf of the Lessee for such rent and upon such terms as Lessor may see fit, and if a
99 sufficient sum shall not be thus realized, after paying the expenses of such re-letting and collecting of rent, to
100 satisfy the rent specified herein, the Lessee agrees to satisfy and pay all deficiency. If the Lessee retains possession
101 of the Premises after the term of this lease expires, the Lessor may either accept further rent payments by the
102 Lessee, in which case a month-to-month tenancy shall be created, or sue for possession; and Lessor shall be entitled
103 to recover from Lessee all damages sustained by him as a result of Lessee's failure to vacate the Premises,
104 including but not limited to lost rent, court costs and attorneys fees. In the event Lessee retains possession without
105 Lessor's consent beyond the term of this lease, it is agreed rent shall be double the rent for the preceding term.
106 Lessee's right of possession may be terminated without terminating Lessee's liability to pay rent. All remedies
107 herein provided shall be cumulative. No waiver of a breach or default by either party shall be deemed a continuing
108 waiver. Lessee or Lessor shall pay all reasonable attorneys' fees and court costs incurred by the other in enforcing
109 the terms of this agreement as a result of a default by the other or in defending against acts or omissions of the other
110 as ordered by a court of competent jurisdiction.
111

112 **10. DESCRIPTION OF PREMISES:** Premises includes the residential unit described above together with the
113 garage, out buildings, and common elements, if any.
114

115 **11. ACCESS:** Lessor shall have free access to the Premises at all reasonable hours, and at all times in cases of
116 emergency, for the purposes of examining or exhibiting the same for sale or rent or for making any repairs to the
117 Premises which the Lessor may deem fit to make. Lessor shall have the right to place upon the Premises, at all
118 times, "For Sale/Rent" signs and Lessee will not interfere with same. Lessor shall have the right to install any
119 necessary key box and Lessee hereby authorizes same. Lessor shall be provided with and may retain and use copies
120 of all keys necessary for access to the Premises. Lessee acknowledges that Lessor has advised Lessee of the need
121 for safeguarding and insuring Lessee's personal property and valuables located upon the Premises.
122

123 **12. COMPLIANCE:** Lessee will in every respect comply with applicable local ordinances with the rules and
124 orders of the health officers thereof, with the orders and requirements of the police department, with the
125 requirements of any underwriters' association so as not to increase the rates of insurance upon the building and
126 contents thereof, with the rules and orders of the fire department with respect to any matters coming within their
127 jurisdiction, with the rules and bylaws of any applicable homeowner's association and with any Lessor's rules
128 attached hereto.
129

130 **13. LIMITATION OF LIABILITY:** Lessor shall not be liable for damage or injury to the Lessee, Lessee's
131 invitees, or licensees, or the Lessee's personal property on the Premises, or in storage areas, or parking areas,
132 provided by the Lessor, occasioned by leaking plumbing, gas or water pipes, or water, snow or ice, nor for any
133 damage arising from acts or neglect of any owners or occupants of adjacent property. Lessor is not an insurer of
134 Lessee's person or possessions. Lessee agrees that all of Lessee's person and property in the Premises shall be at
135 risk of Lessee only and that Lessee will carry such insurance as Lessee deems necessary.
136

<i>Lessee Initial</i> _____	<i>Lessee Initial</i> _____	<i>Lessor Initial</i> _____	<i>Lessor Initial</i> _____
<i>Address</i> _____			

137 **14. RENT AFTER NOTICE OR SUIT:** After the service of notice, or the commencement of a suit or after final
138 judgement for possession of the Premises, the Lessor may receive and collect any rent due, and the payment of said
139 rent shall not waive or affect said notice, said suit or said judgement.
140

141 **15. PLURALS; SUCCESSORS:** The words “Lessor” and “Lessee” wherever used herein shall be construed to
142 mean “Lessors” and “Lessees”. In cases where more than one person constitutes either party to this lease, all such
143 persons shall be jointly and severally liable. All the covenants and agreements herein contained shall be binding
144 upon and inure to the benefit of their respective successors, heirs, executors, administrators and assigns. The rights,
145 powers and duties under this Lease may be exercised by Lessor’s or Lessee’s attorney or agent.
146

147 **16. SEVERABILITY:** If any clause, phrase, provision or portion of this lease or the application thereof to any
148 person or circumstance shall be invalid, or unenforceable under the applicable law, such event shall not affect,
149 impair or render invalid or unenforceable, the remainder of this lease nor any other clause, phrase, provision or
150 portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons
151 or circumstances.
152

153 **17. SUBORDINATION:** This lease is subordinate to any mortgages and other security devices now or hereafter
154 placed against the Premises.
155

156 **18. LEAD-BASED PAINT DISCLOSURE:**

157 If applicable, prior to signing this Lease, Lessee *[check one]* has has not received the EPA Pamphlet,
158 “Protect Your Family From Lead in Your Home” and *[check one]* has has not received a Lead-Based Paint
159 Disclosure.
160

161 **19. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to
162 _____ (Licensee) acting as a Dual Agent in providing
163 brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the
164 transaction referred to in this Lease.
165

166 **20. ATTORNEY REVIEW:** The parties agree that their respective attorneys may approve or make modifications
167 to this Lease, other than stated rental price, within five (5) business days after the date of the Lease. If within ten
168 (10) Business Days after the Date of Acceptance, written agreement cannot be reached by the Parties with respect
169 to resolution of proposed modifications, then either Party may terminate this Lease by serving written notice to the
170 other Party, whereupon this Lease shall be null and void and security deposit shall be refunded to Lessee by Lessor.
171 IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, THIS PROVISION SHALL BE
172 DEEMED WAIVED BY THE PARTIES, AND THIS LEASE SHALL REMAIN IN FULL FORCE AND
173 EFFECT.
174

175 **21. NOTICE:** All notices required shall be in writing and shall be served by one party to the other party. Notice to
176 any one of the multiple-person party shall be sufficient notice to all. Notice shall be given in the following manner:

- 177 1. By personal delivery of such notice; or
- 178 2. By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return
179 receipt requested. Except as otherwise provided herein, notice served by certified mail shall be
180 effective on the date of mailing; or
- 181 3. By sending facsimile transmission. Notice shall be effective as of date and time of facsimile
182 transmission, provided that the notice transmitted shall be sent on business days during business hours
183 (9:00 a.m. to 5:00 p.m. Central time). In the event fax notice is transmitted during nonbusiness hours,

<i>Lessee Initial</i> _____ <i>Lessee Initial</i> _____ <i>Lessor Initial</i> _____ <i>Lessor Initial</i> _____ <i>Address</i> _____

184 the effective date and time of notice is 9:00 a.m. Central time of the first business day after
185 transmission.

186 4. By sending email transmission. Notice shall be effective as of date and time of email
187 transmission, provided that the Notice transmitted shall be sent on Business Days during Business
188 Hours. In the event email Notice is transmitted during non-business hours, the effective date and
189 time of Notice is the first hour of the next Business Day after transmission.

190 5. By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business
191 Day following deposit with the overnight delivery company.

192
193 **22. MUTUAL WAIVER OF SUBROGATION RIGHTS:** Whenever any loss, cost, damage or expense resulting
194 from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in
195 connection with the Premises, and such party is covered in whole or in part by insurance with respect to such loss,
196 cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on
197 account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative
198 in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof.

199
200 **23. ENTIRE AGREEMENT:** This document and the documents incorporated herein are the entire agreement of
201 the parties and no representations of either party are binding unless contained herein.

202
203 **THIS FOLLOWING OPTIONAL PARAGRAPH APPLIES ONLY IF INITIALED BY ALL PARTIES.**

204
205 **24. AGREEMENT FOR PROPOSED FUTURE PURCHASE BY LESSEE:** On or before the
206 Commencement Date of this Lease, the Lessor and Lessee shall enter into a mutually acceptable agreement for the
207 Lessee's proposed future purchase of the Premises. In the event such agreement has not been executed this Lease
208 shall be null and void.

209
210 THIS LEASE HAS BEEN APPROVED BY THE MAINSTREET ORGANIZATION OF REALTORS® AND THE DUPAGE
211 COUNTY BAR ASSOCIATION. THE PARTIES ARE CAUTIONED THAT THIS IS A LEGALLY BINDING
212 AGREEMENT. IF THE TERMS ARE NOT UNDERSTOOD, PLEASE SEEK LEGAL COUNSEL BEFORE SIGNING IT.
213
214

215 DATE _____ DATE _____
216
217 _____
218 LESSEE (Tenant) LESSOR (Landlord)

219
220 _____
221 LESSEE (Tenant) LESSOR (Landlord)

222 **GUARANTEE**
223 For value received, the undersigned hereby guarantees the payment of the rent and the performance of the
224 covenants by the Lessee in the within Lease covenanted and agreed, in manner and form as in said Lease provided.

225
226 DATE _____
227 _____
228 GUARANTOR
229 _____
230 GUARANTOR
231

<i>Lessee Initial</i> _____ <i>Lessee Initial</i> _____ <i>Lessor Initial</i> _____ <i>Lessor Initial</i> _____ <i>Address</i> _____

232

FOR INFORMATION ONLY IF APPLICABLE

233

		MLS #		MLS #
--	--	-------	--	-------

235

	Lessee's Designated Agent	MLS #	Lessor's Designated Agent	MLS #
--	---------------------------	-------	---------------------------	-------

237

	Phone	Fax	Phone	Fax
--	-------	-----	-------	-----

239

	E-mail	E-mail
--	--------	--------

241

	Lessee's Attorney	E-mail	Lessor's Attorney	E-mail
--	-------------------	--------	-------------------	--------

243

	Phone	Fax	Phone	Fax
--	-------	-----	-------	-----

245

	Homeowner's/Condo Association (if any)	Phone	Management Co./Other Contact	Phone
--	--	-------	------------------------------	-------

<i>Lessee Initial</i> _____ <i>Lessee Initial</i> _____ <i>Lessor Initial</i> _____ <i>Lessor Initial</i> _____ <i>Address</i> _____
