

Estates



POB 2835

Fort Myers Beach, FL 33931

And Surrounding Areas, 631 Vicksburg, 223 Shiloh & More Consult MGMT.

239-450-5602



Contact Manager Name: _____ Phone _____

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease”) is made this ____ day of ____ 20__, by and between MGMT as agent for the properties as addressed in lease as the agent, and _____ (herinafter referred to as “Tenant”), whether one or more.

- 1. **PREMISES.** In consideration of the payment by Tenant of the rental payments required to be paid hereunder as and when the same shall become due and the performance of all of the other covenants and conditions to be kept, performed and observed by Tenant under this Lease and the Security Deposit Agreement executed simultaneously herewith. Agent/Owner hereby demises and leases the following premises to Tenant:

ADDRESS NUMBER: ____ (furnished/unfurnished) located at _____, in the ____ residential community, together with the furniture, furnishings and personal property contained herein (“Premises”).

- 2. **TERM.** The term of this Lease shall commence on _____, 20__ and shall automatically renew on the one year anniversary date for an additional 12 months, unless Tenant provides a written notice 60 days prior to the anniversary date (expiration date). The 60 day written notice **MUST** be postmarked 60 days prior to the anniversary date and/or notarized – the 60 day written notice is invalid and null if handed to a manager/agent or dropped in any authorized drop box. Unless another lease is signed by the parties hereto or unless a written notice of termination is given by either party two (2) months before the expiration of this Lease, this tenancy shall be automatically renewed on a twelve (12) month basis which shall require two (2) full months written notice of termination notice next before the rental due date. The rental rate for said twelve (12) month tenancy shall be the current market rental rate for the Apartment, plus any additional renewal fees charged by Agent.
- 3. **MOVE-IN-DATE.** The proposed move-in date shall be _____. Rental shall be due from that date until the end of the first month in the sum of \$____00_. Tenant’s possession of the Premises shall start on the move-in date. The fact that Tenant occupies the Premises prior to the term of this lease as defined in subsection 2 above shall no way affect the term of this lease. Performance of all obligations, covenants and conditions shall be due from both the Agent and Tenant as of the move-in date.

If occupancy is or will be delayed because of construction, repairs, cleaning or prior tenants holding over, Owner shall not be liable to Tenant for such delay, and this Lease shall remain in force subject to the following: (a) The rent shall be abated on a daily basis during the delay, and (b) Tenant may terminate this lease by giving notice in writing to Agent no later than the third day of such delay, whereupon Tenant shall be entitled only to a null refund of any monies paid. Such rent abatement or lease termination shall not apply if delay is due to cleaning or repairs, which do not prevent Tenant’s occupancy.

4. **RENT.** Tenant agrees to pay owner a total sum of \$____.00_ for the FULL term of this Lease to be paid monthly by Tenant to Agent in equal installments of \$_____ each, which includes the following:
Base Rent: \$____.00__ + Other Charge\$____(1)+ Other Charge\$____(2)+ Other Charge\$____(3)
 The rental reserved hereunder shall be payable in advance, without offset, deduction or demand, on or before the first day of each month during the term of this Lease. Rent shall be made payable to **LMT @ 223 Anderson Lane, Shiloh, IL 62221, OR DROPPED INTO NIGHT DROP @ 223 Anderson Lane, Shiloh, IL, OR AT YOUR LOCAL NIGHT DROP OR ONLINE @ WWW.THEESTATESONLINE.COM** OR AT SUCH PLACE OR PLACES AS agent may at any time or from time to time designate in writing to Tenant. **ALL CASH PAYMENTS MUST BE HANDED TO AN AGENT. ALL PAYMENTS MUST BE DROPPED IN A LOCAL NIGHT DROP—DO NOT MAIL.** If a rental payment is not paid by the first (1) day of the month, Tenant shall pay a late charge of 10% of the amount of rent on the second (2) of the month and accrue as additional charge of \$5.00 per day for each day Tenant is late on the rental payment and for every day thereafter in, which the full rental amount remains unpaid, all of which charges shall be additional rent. All payments are applied to rent first. Agent will only accept Cashier's Checks or Money Orders made after the 15th of the month. If Tenants check fails to clear the bank, an additional service charge of \$50.00 will be assessed in addition to the accrued late charge, if any, from the first day of the month until the date on which the insufficient check is redeemed. If Tenant gives Agent two checks that are returned for nonpayment during the term of the Lease, then the future rent shall be payable by Cashiers Check or Money Order. Premium Fee applies of \$100.00 per month is Agent agrees to a Lease that is less than twelve months.
5. **RECEIPT OF MONIES BY OWNER.** Tenant and Agent hereby agree that all monies received by the manager or his agents shall be first applied to any and all charges due other than rent and the balance of any monies received shall be applied toward rent due.
6. **NO PETS - NON-REFUNDABLE PET FEE IF APPROVED.** In addition to the rent and the Security Deposit provided herein, Tenant agrees to pay a one-time pet fee of \$300.00 for each pet of any kind that is to be kept in or about the Premises. This fee shall be payable upon signing the Lease if the pet is to be kept in or about the Premises at the beginning of Tenants occupancy of the Premises. If Tenant brings pet into the Premises after initial occupancy of the Premises by the Tenant, then tenant shall pay the Non-Refundable Pet Fee prior to bringing the animal into the Premises or Apartment Community.
In addition to the nonrefundable fee, there will be a \$20.00 addition rent fee applied each month.
7. **NON-REFUNDABLE REDECORATING FEE.** In addition to the rent and the Security Deposit provided herein, Tenant agrees to pay a one time fee of \$200.00 as a charge for re-decorating the Premises upon the Premises being vacated by Tenant. This fee in no way releases Tenant from the obligation of leaving the Premises in as good condition as when received by Tenant, reasonable use and wear expected.
8. **UTILITIES.** Owner agrees at Owners expense to furnish the following utility services, if checked:
 ()electricity, ()gas, ()water, ()sewer, ()garbage collection
 Each utility service not provided at the expense of the Owner (i.e., not checked above) shall be provided to the Premises at Tenant's expense on a separate metering and/or billing basis either directly from the utility provider or on a sub metering, square footage or other billing basis by Agent. Tenant acknowledges that the Apartment may be metered for utility charges that other Apartment units may also benefit from, including but not limited to, exterior porch, post, ground, building and gable lights, sump pumps, water and sewer, and incidental use of electricity for maintenance. Tenant agrees to pay all utility charges (including utility deposits) assessed by utility companies in connection with the use of all utility services provided to the Premises which are separately metered and/or billed to Tenant during the term of this lease, as such term may be extended, or the period of occupancy of the Premises by Tenant, whichever is longer. Furthermore, if Tenant fails to pay all utility charges assessed by utility companies in connection with the use of utility services for which Tenant has herein agreed to pay, and Agent is assessed by the utility company for these utility services, then Agent may pay these utility assessments to such utility company and subtract a like amount from Tenant's Security Deposit.
 To the extent that Tenant is responsible for payment of certain utilities, Tenant shall be responsible for notifying the appropriate utility companies on or before move-in for the purpose of placing such utilities in the Tenant's name. Resident's failure to notify the appropriate utility within three (3) days of move-in may result in Agents assessing as additional rent pro rata utility charges for the period from move-in until such time as utilities are placed in Tenant's name, together with the reasonable cost for determining such assessment. Utilities shall be used only for ordinary household purposes and shall not be wasted.
 Agent shall in no event be liable for any interruption or failure of utility services required to be furnished by Agent to the Premises or any damages directly or proximately caused thereby, the only obligation of Agent being reasonable diligence in its efforts to restore such services. If electricity is interrupted, use battery-operated lighting only. Upon commencement of the term of the lease, light bulbs and tubes of the same wattage shall be replaced by Tenant, at resident's expense. Agent will furnish smoke detectors, locks and latches as required by state statute. Repair requests for same must be in writing. Agent shall test smoke detectors and provide working batteries at lease commencement; thereafter, Tenant shall pay for and replace smoke detector batteries, if any, as needed. Tenant is prohibited from disconnecting smoke detectors and Tenant is liable to Agent and other Tenants for any loss or damages which arises from Tenant's disconnecting, or failing to replace batteries of smoke detectors. Tenant must immediately report smoke detector malfunctions to Agent. If a tenant at any time during residency disconnects and/or tampers with any smoke alarm, security alarm or an alarm of any type, 100% percent of the security deposit will be forfeited by the tenant.
 Agent may modify the method by which utilities are furnished to the Premises and/or billed to Tenant during the term of this lease

9. **SECURITY DEPOSIT.** Upon signing this Lease, Tenant shall deposit with Agent the total, sum of \$ _____ .00 as a Security Deposit to be held pursuant to the Security Deposit Agreement attached to this Lease and incorporated herein by reference for all purposes.
10. **USE AND OCCUPANCE OF PREMISES.** The Premises shall be used by Tenant only as a private residence. Persons not listed below may NOT occupy the premises for more than three (3) consecutive days within a six month period. The Premises will be occupied ONLY by: (List all Occupants).
- _____
- _____
- _____

ADDITIONAL OCCUPANTS ARE STRICTLY PROHIBITED. Prior written consent of Agent is necessary in order to change Roommates.

11. **ACCEPTANCE AND CARE OF PREMISES.** Tenant has examined and accepted the premises. An acceptance of Premises Form will be provided to Tenant upon move-in. Within 72 hours after move-in, tenant shall note any defects or damages on the form and return it to the Agent. Defects and damages not reported to Agent shall be presumed to have first occurred during Tenant's occupancy of the Premises. Tenant shall use reasonable diligence in care of the Premises and shall maintain the Premises in a safe and sanitary condition. All alterations, additions and improvements made to the Premises shall be at Tenants sole cost and expense, shall only be made upon prior written consent of Agent, shall become the property of Owner and shall be surrendered with the Premises at the expiration or termination of this Lease. No holes shall be drilled into the walls, woodwork, or floors, and no antenna installations, direct satellite systems, or additional telephone or cable outlets or stringing of wires, or alarm systems, or change of locks or additional locks shall be permitted except by Agents prior written consent. Tenant will not remove agents fixtures, furniture, and/or furnishings from the Premises for any purpose. Any alterations mentioned above in section 11 will result in a 100% percent forfeiture of the tenants' security deposit.
12. **CANCELLATION FEE.** You may cancel your obligation under this lease by delivering to Agent in writing a notice of your intention to cancel this lease by:
- Giving Owner two (2) full months written notice before the rental due date; and
 - Payment of all monies due through the date of cancellation and/or renewal cancellation date; and
 - Payment of a cancellation fee equal to three month's rent for liquidated damages; and
 - Re-payment of any special rent incentives provided during the Lease term.

Notwithstanding anything to the contrary contained herein, Tenant acknowledges and understands that the Cancellation Fee represents an accommodation to Tenant in the event Tenant desires to cancel this Lease prior to the expiration hereof. Tenant acknowledges, understands and agrees that the Cancellation Fee represents liquidated damages for the cost of replacing such Tenant and in no way shall be characterized as punitive damages. Such payments will release Tenant from any further rental obligations beyond the date the cancellation is effective. However, all other terms of the Lease and the Security Deposit Agreement must be complied with, through the date of vacation of the Premises on or before the effective date of the cancellation.

13. **MOVE-OUT-NOTICE.** At least two (2) full months notice written notice next before the rental due date of intent to move out must be given to owner. Tenant's move-out notice will not terminate the Lease sooner than the end of the Lease term or renewal period except as outlined under the Cancellation Fee Clause (#12) or under the Military Clause (#24) of this Lease. Verbal move-out notice is not sufficient. If Tenant fails to give two (2) full months written notice or if Tenant moves out without rent being paid in full for the entire Lease term or renewal period, Tenant will be liable for the cost of breaching the Lease.
14. **FAILURE TO VACATE AFTER NOTICE.** If Tenant gives notice for vacation of the Premises, and fails to completely vacate prior to the expiration of the notice, Tenant shall be liable, unless prohibited by law, in addition to all other damages provided for under the Lease and Security Deposit Agreement, for the daily rental based on a pro-ration of the monthly rental provided for in the Lease for each day Tenant remains in the Premises.
15. **RULES AND REGULATIONS.** Tenant and Tenants family and guests shall comply with all rules and regulations now or hereafter promulgated by Agent for the Apartment Community, including without limitation, the printed rules and regulations attached hereto and incorporated for all purposes. Tenant covenants to obey all laws and ordinances applicable to the Premises and to engage in no activities in or on the Premises or the Apartment Community of an illegal nature, purpose or intent. Tenant further covenants that his/her family agents, invitees, or guests shall never be disorderly, boisterous or unlawful and shall not disturb the rights, comforts and conveniences of other tenants of the Apartment Community. Tenant occupants or guests may not bring any hazardous material or pets or animals into the Premises. Tenant and Tenants family, occupants or guests must obey quiet hour beginning at 10:00 PM until 6:00 AM.
16. **REIMBURSEMENT BY TENANT.** Except for those conditions caused by the negligence of the Agent, Tenant has the duty to pay for repair of the following conditions, among other conditions, that may occur during an initial Lease term, renewal term or extension term: (1) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve Tenants dwelling; (2) damage to doors, windows, screens and (3) damage from windows or doors left open. Such reimbursements shall be due immediately upon demand by Agent.
17. **AGENTS LIABILITY.** Agent shall not be liable to Tenant, or Tenants family, agents, invitees, employees, or servants, for any damages or losses to person or property caused by other tenants of the Apartment Community or other persons. Tenant agrees to indemnify and hold Agent harmless from and against any and all claims for damages to property or person arising from Tenants use of the Premises, or from any activity, work or thing done, permitted or suffered by Tenant in or about the Premises. Agent shall not be liable for personal injury or damage or loss of Tenants personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rainstorms, smoke, explosions, sonic booms or other causes whatsoever unless the same is due to the negligence of the Agent.

If any of Agents employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, signing for or delivering packages, or any other service not contemplated in this Lease, such employee shall be deemed the agent of Tenant regardless of whether payment is arranged for such service; and Tenant agrees to indemnify and hold Agent harmless from all suffered by Tenant or other person in any of the aforesaid circumstances.

Tenant understands that Agent may retain personnel or service which is available for lockouts, disturbances, fire lane violations, problems with outdoor lighting and problems of that type. Tenant agrees and understands that any measures. Agent has taken in this regard is neither a police force nor a guaranteed deterrent to crime. In the event of criminal activity, the police department is to be contacted first by Tenant. Tenant Must call 911 for all security measures.

18. **DAMAGE OR DESTRUCTION OF PREMISES.** In the event of damage to the Premises by fire, water, or other hazard, or in the event of malfunction of equipment or utilities, tenant shall immediately notify Agent. If the damages are such that occupancy can be continued, Agent shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If, in Agents opinion the Premises are so damaged as to

be unfit for occupancy, and Agent elects to make such repairs, the rent provided in this Lease shall abate during the period of time when the Premises are not fit for occupancy, but in all other respects the terms and provision hereto shall continue in force and effect. In the event that the Premises are so damaged or destroyed as to be, in the sole option of the Agent, incapable of being satisfactorily repaired, then, at the option of the Agent, tenant may be offered a comparable apartment unit in the Apartment Community for the remaining term of this Lease.

19. **RENTER'S INSURANCE.** Tenant understands and agrees that Manager, its agents, employees and legal representatives are not liable to tenant, Tenant's occupants, guests and invitees from losses of their personal property due to theft, fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind and the like. Tenant should obtain insurance to protect against such events. Insurance is required on all apartments containing furnishing provided by or through agent.
20. **RIGHT OF ENTRY.** The Agent may enter the Premises (a) In the case of an emergency; (b) to make necessary or agreed repairs, decorations, alterations or improvements, or for preventative maintenance, pest control, inspection of smoke detectors and waterbeds or to supply necessary or agreed services; (c) to exhibit the Premises to prospective or actual purchasers, mortgages, Tenants, workmen and contractors; (d) when the Tenant has abandoned or surrendered the Premises or to determine if tenant has abandoned the Premises; (e) the agent shall be allowed upon the premises at all reasonable hours during the term of this Lease for the purpose of inspection, to fulfill covenants, if any, to which Tenant has agreed, or to perform a covenant, if any, on which the Agent claims the Tenant in default; or (a) pursuant to a court order. Any such entry by Agent shall be after the Agent has given tenant reasonable notice of intent to enter as defined by applicable law, with entrance during normal operating hours except; in case of an emergency or the purpose of the residents well-being.
21. **DOOR LOCK CHANGES.** Any entry door lock that has been changed and or any interior door knob that has been changed will be charged an additional \$100.00 for interior door knobs and \$150.00 for exterior entry door locks. Any change of locks is unsafe to the resident and any tenant in the building. If any locks are changed without a written approval by a manager/agent, the tenant will forfeit 100% percent of the security deposit.
22. **DUPLICATE KEYS or LOST KEYS.** Tenant will pay \$20.00 for any duplicate key. This rule applies to all tenants and no exceptions will be made. No additional or replacement locks of any type will be installed on any door without the written permission of the manager/agent. A written request must also be submitted by the tenant. Fees will apply if written permission is granted.
23. **GARBAGE.** No garbage or other refuse shall be stored on or around the premises at any time. All garbage and refuse shall be disposed of immediately in places provided by a contracted waste collector. Management/Agent is NOT responsible for any illegal dumping and or any refuse or waste not properly disposed of into the waste containers. Tenants must be aware and responsible of all actions taken on or around all premises of the building. Cautionary actions MUST be taken at all times to prevent any unforeseen accidents.
24. **NO SIGNS, NOTICES, OR ADVERTISEMENTS** shall be attached or displayed by tenants and or any other residents on or about the premises.
25. **WINDOW AND DOOR APPEARANCES.** NO table cloth, dust cloth, towels, curtains, rugs, or any articles of clothing shall be hung or displayed from any window, door, or porch, or railing.
26. **ADDITIONAL A/C UNITS.** NO additional window A/C units are permitted on property without a written approval by Agent/Manager.
27. **ADDITIONAL WASHER/DRYER UNITS.** NO additional washer dryer units are permitted on premises when the facility has water and sewer paid by the owner. If tenant receives written approval by an agent/manager, there will be an additional \$60.00 per month fee.
28. **WINDOW GLASS.** Tenant shall keep the window glass clean at all times and shall not cover any window in any manner, which in the opinion of the manager, detracts from the appearance of the building.
29. **SUBLETTING AND ASSIGNMENT.** Subletting, assignment or securing a replacement tenant will not be allowed.
30. **AGENTS OBLIGATIONS.** Agent is not responsible to tenant for conditions created or caused by the wrongful or negligent act or omission of tenant, tenant's family, agents, invitees, employees or servants, or any other tenants. Tenant has no right to abate, withhold, or escrow rental payments.
31. **DEFAULT BY TENANT.** In the event Tenant fails to make any rental payments herein provided within the time required, or in the event tenant fails to comply with any other term, covenant, condition or agreement herein contained, or if Tenant abandons the Premises (tenants absence from the Premises for the period of time designated by applicable state law, while all or any portion of any rental payment is delinquent being deemed an "abandonment" of the Premises), Tenant will be considered in default of this Lease. In the event of a default Agent is entitled to pursue any rights or remedies provided by law. At the option of Agent, Agent may enter and take possession of the Premises, and may relet same for the remainder of the term for the best rental which owner may be able to attain without otherwise terminating the liability of Tenant hereunder, in such event, Tenant shall remain liable to Agent for any deficiency in the rent for the balance of the term of the Lease. In the event of a default, Agent may declare the entire unpaid rent for the term of this Lease to be immediately due and payable, and, at Agents option, take immediate action to recover and collect the same by any available procedure, which shall be in addition to any other rights of Agent under this Lease. In the event Agent terminates this Lease and reenters and takes possession of the Premises, or if Agent takes possession without terminating the Lease, and in, either case removes the personal property of tenant therefrom, Agent shall have the right to place said property of tenant in storage, at tenant's expense. In addition to all other remedies provided herein, Tenant agrees to, (I) compensate Agent for reasonable costs and expenses necessary to enforce this Lease and any rights or remedies of Agent provided by law, in equity or by the provisions hereof, and (II) permit Agent to collect the rent damages for breach of this Lease, including but not limited to, all court costs, reasonable attorney's fee incurred in connection herewith, as well as or reasonable expenses necessary for the removal of personal property therefrom and to the reletting or the attempted reletting of the Premises which shall include, but not limited to, the costs of minor repairs and replacements, advertisements, brokerage fees and other expenses caused by tenant's breach of any of the terms of this Lease.
32. **MILITARY CLAUSE.** In the event tenant is or becomes a member of the Armed Forces on extended active duty and receives change-of-duty orders to depart the "local area", or is relieved from such duty, the tenant may terminate this Lease by giving thirty (30) days prior written notice to Agent when possible, provided Tenant is otherwise not in default. As a condition to such termination, tenant shall furnish Agent a certified copy of the official orders which warrants termination of this Lease. (Military orders authorizing base housing do not constitute change of duty hereunder) The security deposit will be refunded provided that all the conditions set forth in Paragraph 2 and the general agreements are fulfilled.
33. **LIENS OR SALES.** Agent of the Apartment Community may encumber the Premises and/or the Apartment Community by mortgage(s) and/or deed(s) of trust so given shall be a lien on the land and buildings superior to the rights of the Tenant herein.
34. **TENANT INFORMATION.** If Tenant has supplied information to Agent by means of a rental application or similar instrument, Tenant covenants that all such information was given voluntarily and knowingly by Tenant, and, if such information proves to be false or misleading, Agent shall have the right to terminate this Lease, in which event Tenant shall immediately surrender the Premises. In case of bond-financed properties, Tenant hereby certifies the accuracy of the statements made in the Certification of Tenant Eligibility and Income Verification (the "Certificate") previously executed, and further agrees that the family income, family composition and other eligibility requirements set forth in the Certificate shall be deemed substantial and material

obligations of his/her tenancy; that Tenant will comply promptly with all requests for information with respect thereto from Agent or any mortgage; that Tenant's failure to provide accurate information in the Certificate or Tenant's refusal to comply with a request for information with respect thereto shall be deemed a default by Tenant, which shall entitle Agent to pursue all rights and remedies set forth in Default By Tenant Clause (#23) or otherwise permitted by law; and that Tenant's failure to furnish accurate and current information on the Certificate could subject Tenant to civil liability.

- 35. **SUCCESSORS.** The terms and conditions contained in this Lease shall be binding upon and inure to the benefit of Agent and tenant and their respective heirs, executors, administrator, personal representatives, successors and assigns (subject to Clause 21 hereof).
- 36. **NOTICES.** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States Mail, hand delivered, certified or registered mail addressed to Tenant at the Premises.
- 37. **GENERAL.** No oral agreements have been entered into with respect to this Lease.
- 38. **SEVERABILITY.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
- 39. **COUNTERPARTS.** This Lease is executed in multiple counterparts, with one copy to be furnished to tenant and the other copy to be retained by Manager/Agent.
- 40. **ENVIRONMENTAL INDEMNIFICATION.** To the fullest extent allowed by law, Tenant acknowledges that certain materials containing potentially hazardous health substances may exist in the Apartment Community. As additional consideration for Agents entering into this Lease, Tenant, for themselves, his/her heirs, successors, assigns, guests, and all others claiming by, through or under him, who may live in, occupy, use or reside in the Premises, hereby (a) expressly assumes and accepts any and all risks involved or related to the presence in the Apartment Community of any and all hazardous health substances, (b) waives all claims and causes of action of any kind or nature, at law or in equity, including but not limited to, claims or causes of action arising by statute, ordinance, rule, regulation or similar provision, against the Owner of the Apartment Community, its agents, principals, employees, legal representatives, affiliates assignees, successors in title, partners, shareholders, officers and directors (herein collectively called the "Owner Affiliates") with respect to any health hazard occurring in connection with the presence in the Apartment Community of materials containing potentially hazardous health substances, and (c) agrees to defend, indemnify and hold harmless the Owner Affiliates against and from any and all actions, causes of actions, claims, demands, liabilities, losses, damages and expenses of whatsoever kind, including, but not limited to, attorneys fees at both the trial and appellate levels, that any or all of the Owner Affiliates may at any time sustain or incur by reason of any and all claims asserted against them to the extent that such claims arise out of or are based upon any potentially hazardous health substances brought or allowed to be brought, into the Apartment Community by Tenant or any guest or other person living in, occupying, using or residing in the Premises.
- 41. **LIMITATION OF OWNER'S PERSONAL LIABILITY.** Tenant specifically agrees to look solely to Agents interest in the Apartment Community for the recovery of any judgment against Owner, it being agreed that Owner (and its officers, directors, employees, partners and shareholders) shall never be personally liable for such judgment. The provision contained in the foregoing sentence is not intended to, and shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Owner's successor-in-interest or any suit or action in connection of amounts which may be owing or payable under or on account of insurance maintained by Agent.
- 42. **DISCLOSURE.** Any other manager appointed manager by agent, is authorized to manage the Premises and act as agent of the Manager, including for serving and receiving notices, demands and processes.
- 43. **SPECIAL PROVISIONS OR ADDITIONAL AGREEMENT.** No installation of any satellite dish or traditional stick type antenna permitted. Tenant acknowledges, understands and agrees that they will contact Agent prior to installation and sign an addendum to this Lease Agreement, and comply with all terms contained in said addendum if approved in writing.
- 44. **US. COMPREHENSIVE CRIMINAL SEARCH. VERIFICATION.**

A thorough US Comprehensive Criminal Search for the past seven years including all known addresses, and including nationally recognized sex offender registration websites has been conducted

For the following occupants who will reside at: _____

<i>Name.</i>	<i>/.</i>	<i>Birthdate.</i>	<i>Name</i>	<i>/.</i>	<i>Birhtdate</i>

In compliance with the city of which you reside in. Ordinance. 33-3-14 and more, We have reviewed all US Comprehensive Criminal Searches of all individuals 18 years of age and older prior to executing this lease agreement

Crime Free Rental Agreement Addendum

The tenant or any occupant or member of the tenant's household, any guest or any other persons associated with the tenant or his or her household, at or near the leased premises, common areas or appurtenances :

- 1). *Shall not commit any act or omission that would constitute a felony or a Class A misdemeanor under state law;*
- 2). *Shall not engage in any act intended to facilitate the commission of any act or omission that would constitute a felony or a class A misdemeanor under state law.*
- 3). *Shall not use or permit the use of the leased premises for the commission of any act that would constitute a felony or a class A misdemeanor under state law.*
- 4). *Shall comply with all statutes, ordinances and requirements of all municipal, state, and federal authorities now in force, or which may hereafter b in force, pertaining to the leased premises which is the responsibility of the Tenant or relate to the conduct of the Tenant.*

Any violation of the above provisions shall be a material and irreparable violation of the rental agreement and good cause for immediate termination of tenancy and recovery of the leased premises. Unless otherwise provided by law, proof of a violation shall be established by a preponderance of evidence.

TENANT OR TENANTS:

_____, _____, ____/____/____
Signature Printed Name Date

_____, _____, ____/____/____
Signature Printed Name Date

EMERGENCY CONTACT:

Name Relation Address Phone

Name Relation Address Phone

APPROVING MANAGER:

_____, _____, ____/____/____
Signature Printed Name Date

DROP PAYMENT TO:

**223 ANDERSON LANE
SHILOH, IL 62221**

OR DROP BOX AT:

**YOUR LOCAL BOX OR 223 ANDERSON LANE
SHILOH, IL 62221**

OR PAY ONLINE: OR AT YOUR LOCAL MGMT COMPANY

@ www.theestatesonline.com

EMERGENCY NUMBERS: 911

**PAGER 618-973-4778
MESSAGE 618-972-8878
MESSAGE 239-450-5602**

MAINTENANCE WORK ORDER HOT LINE:

618-973-4778

COUNTERPARTS INCLUDE A through M AND CRIME FREE ADDENDUMS