

WESTEN INVESTMENTS, INC.

123 ½ E. ADAMS ST.
MACOMB, ILLINOIS 61455
PHONE: 309-833-5995
WWW.WESTENINVEST.COM

APARTMENT LEASE AGREEMENT

This Apartment Lease Agreement (“Lease”) is made on _____ Todays date_____ between
Westen Investments Inc. (“Landlord”) and Tenants names _____

 (“Tenant” all references in this Lease to “Tenant” include all persons).

1. Lease. In consideration of the payment by Tenant of the rental payments required to be paid in this Lease and the performance of all of the covenants and conditions to be kept, performed and observed by Tenant under this Lease, Landlord leases the following Premises (referred to as “Apartment” or “Premises”) to Tenant: _____
Address of house

2. Term. This Lease shall begin on _____ August 1 2008 _____, at noon and terminate on _____ June30 /July 31 _____, 2009, at noon.

3. Rent. Tenant agrees to pay Landlord \$ _____ a month, payable on the first day of each month. The rent 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 payable at Westen Investments, Inc., located at 123 ½ E. Adams St., Macomb, Illinois or at Digger’s College City Bowl, located at 123 E. Adams St., Macomb, Illinois, or at such other place as Landlord may at any time designate in writing to Tenant. If rent is not paid by the Fifth (5th) of the month, Tenant shall pay a late charge of 10% (Ten Percent) of the total rent due on the Sixth day of the month and accrue an additional charge of \$2.00 (Two Dollars) per day for every day thereafter in which the full rental amount plus late charges remains unpaid. If Tenant’s check fails to clear the bank, a service charge of \$30.00 will be assessed in addition to the accrued late charges, if any, from the Sixth (6th) day of the month until the date on which the insufficient check is redeemed in full with all accrued late and service charges. Landlord will not accept a post-dated check. If Tenant gives Landlord a check that is returned for nonpayment during the term of this Lease, then all future rent shall be payable by cashier’s check or money order only.

4. First and Last Month’s Rent. The first and last month’s rent due under this lease shall be paid to Landlord prior to the first day of the lease period, which is _____ August 1 _____, 2008. If the total amount of the first and last month’s rent is not paid in full by the above specified date, Tenant automatically forfeits all deposits and/or rents previously paid to Landlord. Further, any failure by any Tenant to pay the full amount of the first and last month’s rent will be deemed a default under this lease agreement and Tenant shall be required to return possession of the residence to Landlord. In no event shall Landlord be required to return any portion of the amount collected as first and last month’s rent.

5. Acceptance and Care of Premises. Tenant has examined the Premises and acknowledges that it is in a clean, neat and habitable condition. Tenant shall maintain the Premises in a safe and sanitary condition. No alterations shall be made without the prior written consent of Landlord. No holes shall be drilled or otherwise made in the walls, woodwork or floors. No waterbeds, antenna installations (including, but not limited to, installations on the roof), wall phones or stringing of wires, change of locks or additional locks, installation of built-in furniture, air conditioners, or electric heaters or similar items shall be permitted without the Landlord's prior written consent. Tenant may not paint or paper walls without prior written permission from Landlord. Tenant agrees to return the Apartment and its contents, including all appliances, clean and free from trash and in substantially the same condition as when received. Tenant shall remove garbage from the Premises on a regular basis. **If pest control is required because Tenant failed to keep the Premises clean and sanitary, Tenant shall be liable for the costs of such services.** If cleaning is required after Tenant vacates the property, Tenant agrees to pay the charges as specified on the list of charges attached hereto and made a part hereof.

Tenant shall promptly notify Landlord of any needed repairs, including, but not limited to repairs to plumbing fixtures. If Tenant fails to promptly notify Landlord, Tenant shall be liable for all charges incurred as a result of failure to promptly notify, including, but not limited to, charges for excessive water usage.

6. Subletting and Assignment. Tenant may not sublet or assign the lease unless the Landlord has given prior written consent. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the rent and performance of all of Tenant's other obligations under the terms and provisions of this Lease. If Landlord approves an assignment or sublease, Tenant shall pay a fee of \$100.00 which shall be in addition to all other amounts payable under the terms of this Lease. The assignee or subtenant must sign a separate agreement which requires compliance with all the terms and conditions of this Lease.

7. Security Deposit. Upon signing this Lease, Tenant shall deposit with Landlord the sum of \$ 700.00 as a security deposit. Landlord agrees to refund the security deposit to Tenant upon satisfaction of all of the following conditions:

- a. Complete vacation of the Premises by Tenant on or before the expiration of the term of the Lease.
- b. Payment by Tenant of all rental and other amounts due under the Lease.
- c. The Apartment, including all kitchen appliances, has been thoroughly cleaned so as to be in the same condition as on the commencement date of the term of the Lease, normal wear and tear excepted.
- d. No defects or damage to the Apartment, whether caused by Tenant or others.
- e. Observation and performance by Tenant of all the other covenants and obligations to be kept or performed by Tenant under the Lease.
- f. Tenant provides Landlord, in writing, with a forwarding address.
- g. Return of all keys to Landlord.

Tenant acknowledges that Tenant may not apply any portion of the security deposit to rent due and payable under the Lease. Specifically, the Tenant shall not withhold payment of the last month's rent, or any portion thereof.

8. Animals/Pets. Tenant shall not have any animals or pets of any kind on the Premises. If Tenant violates this provision, Landlord shall have the immediate right of possession, without notice, and all other remedies provided for in this Lease when Tenant is in default.

9. Occupancy. No persons other than the Tenants who have signed this Lease shall be permitted to occupy the Premises without the prior, written approval of Landlord. If Landlord permits an additional person or persons to occupy the Premises, such person or persons shall agree in writing to be subject to all the terms and conditions of this Lease. The monthly rent shall be increased by \$100.00 per month for each additional person.

Tenant shall not host parties or any social gathering which disturbs the rights, comforts and conveniences of other persons, including, but not limited to, other persons who reside near the Premises. Tenant further covenants that his family, agents, invitees or guests shall not be disorderly, boisterous or unlawful and shall not disturb the rights, comforts and conveniences of other persons. Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities. Any violations of these covenants by the Tenant's family, agents, invitees or guests shall be deemed a breach and default by Tenant.

10. Right of Entry. Landlord may enter the Premises without the consent of Tenant in the case of an emergency. Except in the case of an emergency, or if it is impracticable to do so, Landlord shall give Tenant at least one (1) day notice of intent to enter, or less than one (1) day notice by mutual agreement with Tenant. Landlord and Landlord's agents shall have the right to enter the Premises in order to inspect the Premises, show the Premises to prospective purchasers, tenants, workmen or contractors. If Tenant abandons the Premises, Landlord may enter the Premises at any time thereafter without the consent of the Tenant.

11. Joint and Several Liability. Each Tenant is jointly and severally liable for each provision of this Lease, including, but not limited to, liability for payment of rent, all charges, damages, and attorney fees. This means that each person who signs this Lease may be required to pay the total amount of rent, charges, damages, and attorney fees, and that Landlord has the right to enforce this lease against each person individually or against all together and that one person may be required to pay all amounts owed under the terms of this Lease.

12. Cost of Enforcement. If Landlord incurs any costs in connection with the enforcement of this Lease, including, but not limited to, attorney's fees and court costs, Tenant shall be liable for all such costs, whether or not a lawsuit is filed. Such costs shall include, but not be limited to, fees incurred prior to filing a lawsuit, fees incurred in connection with any lawsuit that may be filed, and fees incurred in post judgment proceedings for collection of amounts owed by Tenant pursuant to a judgment.

13. Liability for Damages and Charges. Tenant agrees to reimburse Landlord promptly in the amount of any loss, property damage or cost of repairs or service, including plumbing, caused by the negligence or improper use by Tenant, Tenant's agents, invitees, family or guests. All such charges shall be due as additional rent with the next scheduled rental payment. Landlord's failure or delay in demanding damage reimbursements, late payment charges or other sums due

from Tenant shall not be a waiver thereof and Landlord may demand the same at any time, including at the time of termination of this Lease or thereafter. It is understood and agreed that Landlord may deduct damage reimbursements, late payment charges, return check charges or any other amounts due from Tenant from Tenant's security deposit without waiver of any other rights or remedies of Landlord. If such amounts are deducted from the security deposit, Tenant shall pay Landlord the amount needed to bring the security deposit up to the initial amount and such amount shall be due with the next scheduled rental payment.

14. Utilities and Service. Utilities and services shall be paid by Landlord (L) or Tenant (T) as follows:

Gas: T
Electric: T
Water and Garbage: T

15. Tenant's Belongings. Each Tenant has the responsibility to maintain appropriate insurance to protect his or her belongings. Tenant understands that it is Tenant's responsibility to contact an insurance agent to arrange appropriate fire, theft and any other insurance on their property. Landlord shall not be responsible for loss, injury, or damage to the personal property or person of Tenant, Tenant's family, guests or occupants caused by acts of God, fire, any criminal act, failure or malfunction of utilities, fixtures or equipment. Landlord shall not be responsible for the acts of other Tenants or from any other causes outside the control of Landlord. Tenant agrees to release and hold harmless Landlord from all claims arising out of acts of other Tenants and third-parties. The foregoing shall be binding upon Tenant's heirs, successors, assigns, agents, invitees, family and guests.

16. Abandoned Personal Property. Landlord shall not be liable for any damages to personal property which Tenant leaves behind after vacating the Premises. Landlord may discard any such personal property without being liable for damages, it being the express duty of Tenant to make arrangements for removal. Landlord shall be entitled to recover from Tenant all costs incurred in storing or discarding personal property. Landlord, at its option, may have such property sold at public auction or transported to the landfill. The proceeds of any sale of property shall be applied to costs incurred by Landlord and any other amounts owed by Tenant under the terms of this Lease. Tenant shall be responsible for all landfill charges.

17. Information Provided by Tenant. If Tenant has supplied information to Landlord by means of a rental application or otherwise, Tenant covenants that all such information was given voluntarily and knowingly by Tenant. If such information proves to be false or misleading, Landlord shall have the right to immediately terminate the Lease, in which event Tenant shall immediately surrender the Premises. Tenant shall be deemed to have defaulted.

18. Notices. Any notice or demand required or permitted in this Lease shall be in writing and may be given by certified mail, return receipt requested to the addresses set forth in this lease or by personal delivery, unless a change in the form of the notice is mutually agreed by Landlord

and Tenant. If personally delivered, the notice shall be deemed delivered when actually received. If notice is given by mail, such notice is effective two days after the date it is mailed.

19. Indemnification. Landlord shall not be liable for any injury to Tenant, or any other person, or to any property occurring on the Premises, or in common areas, and Tenant agrees to indemnify and to hold Landlord harmless for any claim for damages.

20. Disclosure of Information on Lead-Based Paint and / or Lead-Based Hazards for Target Housing Rentals and Leases.

Lead Warning Statement - Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can impose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based hazards in the dwelling. Lessees must also receive a Federally approved pamphlet on Lead Poisoning prevention. Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Landlord has no reports or records pertaining to lead-based paint and/or lead based paint hazards in the housing.

Tenant acknowledges receipt of the pamphlet "Protect your Family from Lead in Your Home".

21. Smoke Detectors. The Apartment is furnished with smoke detectors. It shall be the responsibility of Tenant to check the batteries and to notify Landlord if batteries need to be replaced. **Tenant shall not remove batteries from smoke detectors.**

22. Miscellaneous.

- a. The laws of the State of Illinois shall govern the validity, performance and enforcement of this lease. The invalidity or unenforceability of any provision of this lease shall not effect or impair any other provision.
- b. Upon a default by Tenant, Landlord may repossess the Premises by forcible entry or detainer suit, or otherwise, without demand or notice of any kind to Tenant and without terminating Tenant's obligations under the lease.
- c. Any forbearance by Landlord in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- d. No oral agreements have been entered into with respect to this Lease. All negotiations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by an agreement in writing between Landlord and Tenant.
- e. Each Tenant states that he or she is of legal age to enter into a binding Lease and, if not legal age, he or she realizes that entering into this Lease constitutes a legal necessity and Tenant will be liable for this Lease regardless of age.
- f. All actions based on this lease shall be brought in McDonough County, Illinois.
- g. Time is of the essence of this Lease.
- h. This Lease may be signed in multiple counterparts.
- i. No waiver by Landlord of any provision in the lease shall be a waiver of any other provision or any other subsequent breach by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not constitute a continuing consent to, or approval of, any subsequent act by Tenant.

- j. Landlord shall have the right to charge all amounts owed to any credit card of any Tenant.

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By: _____
Landlord or Agent of (Signature)

_____ Westen Investments Inc.
Landlord or Agent of (Printed Name)

Tenant (Signature)

Tenant (Signature)

Tenant (Printed Name)

Tenant (Printed Name)

Driver's License #: _____

Driver's License #: _____

Tenant (Signature)

Tenant (Signature)

Tenant (Printed Name)

Tenant (Printed Name)

Driver's License #: _____

Driver's License #: _____