

# RESIDENTIAL LEASE AGREEMENT

**I. THE PARTIES.** This Residential Lease Agreement ("Agreement") made this October 1st 2025 is between:

**Landlord:** BW Properties Canton LLC with a mailing address of 2915 Clearwater Avenue, Bloomington, IL, 61704 ("Landlord"), AND

**Tenant(s):** Emelie MacIntyre & Kyle Oney ("Tenant").

Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

**II. LEASE TYPE.** The term of this lease shall be Twelve months. The Tenant shall be allowed to occupy the Premises starting on 10/01/2025. Following term completion on 09/30/2026, this lease shall remain in effect on a month to month basis until a new lease is formed or terminated.

**III. OCCUPANT(S).** The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: N/A

**IV. THE PROPERTY.** The Landlord agrees to lease the described property below to the Tenant: (enter the property information)

- a.) Mailing Address: 115 E Market Street Apt 2W, Havana, IL, 62644
- b.) Residence Type: Apartment
- c.) Bedroom(s): 1
- d.) Bathroom(s): 1

The aforementioned property shall be leased wholly by the Tenant ("Premises").

**V. PURPOSE.** The Tenant and Occupant(s) may only use the Premises as a residential dwelling only.

**VI. FURNISHINGS.** The premises are not furnished.

**VII. APPLIANCES.** The Landlord shall provide and warrant the following appliances: Stove and Fridge Freezer.

**VIII. RENT.** The Tenant shall pay the Landlord, in equal monthly installments, \$615.00 ("Rent"). The Rent shall be due on the 1st of every month ("Due Date") and paid using Stessa. That application requires a direct connection to a bank account.

**IX. NON-SUFFICIENT FUNDS (NSF CHECKS).** If the Tenant pays the Rent with a check that is not honored due to insufficient funds (NSF) there shall be a fee of \$30 per incident.

**X. LATE FEE.** If Rent is not paid on the Due Date there shall be a penalty of \$50 due. Rent is considered late when it has not been paid within 5 day(s) after the Due Date. After 10 days the lease is considered breached at which time legal action may be taken unless discussed and agreed between Landlord and Tenant. The Landlord is under no obligation to make alternative arrangements.

**XI. SECURITY DEPOSIT.** As part of this Agreement a security deposit of \$615 is to be retained from prior agreement. This is to cover rent should the tenant not pay and to cover any cleaning and repairs at the end of the lease should it be required. The Security Deposit shall be returned to the Tenant within 45 days after the end of the Lease Term less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.

**XII. PARKING.** The tenant may park in the public parking at the rear of the building. Additional vehicles may be added as long as they do not block other tenants.

**XIII. SALE OF PROPERTY.** If the Premises is sold, the Tenant is to be notified of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner does not have the right to terminate this Agreement.

**XIV. UTILITIES.** The Landlord shall provide the following utilities and services to the Tenant: Water & Trash. The tenant agrees to use utilities at a reasonable level.

Any other utilities or services not mentioned will be the responsibility of the Tenant. Ameren is the electric service provider.

**XV. EARLY TERMINATION.** The Tenant shall have the right to terminate this Agreement with a 30 day notice. The tenant will be liable for the rent of the remaining term or a \$300 lease buy-out fee.

**XVI. SMOKING POLICY.** Smoking is prohibited in the apartment and Common Areas.

**XVII. PETS.** The Tenant shall not have the right to have pets on the Premises or in the common areas, unless they are stated in this agreement.

Pets agreed upon in this Lease are: N/A

**XVIII. WATERBEDS.** The Tenant shall not have the right to use a waterbed on the Premises.

**XIX. NOTICES.** Any notice to be sent by the Landlord or the Tenant to each other shall use the following addresses:

**Landlord's / Agent's Address:** BW Properties Canton LLC, 2915 Clearwater Avenue, Bloomington, IL, 61704

**Tenant's Mailing Address:** The Premises.

**XX. AGENT/MANAGER.** The Landlord does not have a manager on the Premises although the Landlord can be contacted for any maintenance or repair at:

Telephone: 217-381-6152 or 217-899-7824

E-Mail: bwpropertiescanton@gmail.com

**XXI. POSSESSION.** Tenant has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant shall terminate this Agreement at the option of the Tenant. Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant along with any other pre-paid rent, fees, including if the Tenant paid a fee during the application process before the execution of this Agreement.

**XXII. ACCESS.** Duplicate copies of the access' (keys) may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant shall be returned to the Landlord or a fee will be charged to the Tenant or the fee will be subtracted from the Security Deposit.

**XXIII. SUBLETTING.** The Tenant shall not be able to sublet the Premises without the written consent from the Landlord. The consent by the Landlord to one subtenant shall not be deemed to be consent to any subsequent subtenant.

**XXIV. ABANDONMENT.** If the Tenant vacates or abandons the Premises for longer than one month, the Landlord shall immediately have the right to terminate this Agreement.

**XXV. ASSIGNMENT.** Tenant shall not assign this Lease without the prior written consent of the Landlord. The consent by the Landlord to one assignment shall not be deemed to be consent to any subsequent assignment.

**XXVI. RIGHT OF ENTRY.** The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

**XXVII. MAINTENANCE, REPAIRS, OR ALTERATIONS.** The Tenant shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall

surrender the same at termination hereof, in as good condition as received, normal wear and tear accepted. The Landlord shall be responsible for repairs to the interior and exterior of the building. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant moves into the premises. After the initial placement of the fresh batteries it is the responsibility of the Tenant to replace batteries when needed.

Landlord will not do snow removal.

Tenant will be responsible for bed bug treatment if needed.

Landlord agrees to make emergent repairs as soon as reasonably possible, with cosmetic repairs to take place with lower priority.

**XXVIII. NOISE/WASTE.** The Tenant agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant further agrees to abide by any and all local, county, and State noise ordinances.

**XXIX. GUESTS.** There shall be no other persons living on the Premises other than the Tenant and any Occupant(s). Guests of the Tenant are allowed for periods not lasting for more than three weeks unless otherwise approved by the Landlord in writing.

**XXX. COMPLIANCE WITH LAW.** The Tenant agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant, the Landlord, or both.

**XXXI. DEFAULT.** If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if: (a) Tenant does not pay rent or other amounts that are owed; (b) Tenant, their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant abandons the Premises; (d) Tenant gives incorrect or false information in the rental application; (e) Tenant, or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or

paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

**XXXII. MULTIPLE TENANT OR OCCUPANT(S).** Each individual that is considered a Tenant is jointly and individually liable for all of this Agreement's obligations, including but not limited to rent monies. If any Tenant, guest, or Occupant(s) violates this Agreement, the Tenant is considered to have violated this Agreement. Landlord's requests and notices to the Tenant or any of the Occupant(s) of legal age constitutes notice to the Tenant. Notices and requests from the Tenant or any one of the Occupant(s) (including repair requests and entry permissions) constitutes notice from the Tenant. In eviction suits, the Tenant is considered the agent of the Premise for the service of process.

**XXXIII. DISPUTES.** If a dispute arises during or after the term of this Agreement between the Landlord and Tenant, they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

**XXXIV. SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**XXXV. SURRENDER OF PREMISES.** The Tenant has surrendered the Premises when (a) the move-out date has passed and no one is living in the Premise within the Landlord's reasonable judgment; or (b) Access to the Premise have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, the Tenant shall surrender the Premise in better or equal condition as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements excepted.

**XXXVI. RETALIATION.** The Landlord is prohibited from making any type of retaliatory acts against the Tenant including but not limited to restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.

**XXXVII. WAIVER.** A Waiver by the Landlord for a breach of any covenant or duty by the Tenant, under this Agreement is not a waiver for a breach of any other covenant or duty by the Tenant, or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the Tenant and Landlord.

**XXXVIII. EQUAL HOUSING.** If the Tenant possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment(s) of the Tenant are encouraged to be provided and presented to the

Landlord in writing in order to seek the most appropriate route for providing the modifications to the Premises.

**XXXIX. HAZARDOUS MATERIALS.** The Tenant agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

**XL. INDEMNIFICATION.** The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant's expense.

**XLI. PREMISES DEEMED UNINHABITABLE.** If the Premises is deemed uninhabitable due to damage beyond reasonable repair the Tenant will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant, the Tenant shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

**XLII. LEAD PAINT.** The Premises was built prior to 1978 and there is an attachment titled the 'Lead-Based Paint Disclosure' that must be initialed and signed by the Landlord and Tenant.

**XLIII. GOVERNING LAW.** This Agreement is to be governed under the laws located in the State where the Premises is located.

**XLIV. ENTIRE AGREEMENT.** This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Lease Term.

**Landlord's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Tenant's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Guarantors Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

## **Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

### **1. Lead Warning Statement**

Housing build 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. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and /or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

### **2. Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): [EXPLAIN]

☒ - Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the landlord (check one below)

☐ - Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☒ - Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### **3. Tenant's Acknowledgement**

☒ - Tenant has received copies of all information listed above.

☒ - Tenant has received the pamphlet "Protect Your Family From Lead in Your Home".

### **4. Broker's Acknowledgement**

☒ - Broker has informed the tenant of the tenant's obligations under 42 USC 4852(d) and is aware of his/her responsibility to ensure compliance.

### **5. Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

**Landlord's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Tenant's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Tenant's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_