

## LEASE AGREEMENT

This lease, made 07/09/2018, between Compton Rentals ("Compton"), and the undersigned Tenants for the premises described as: 2511 South Illinois Ave. # 01, Carbondale, IL 62903 to be occupied by Tenants upon the following terms:

1. This lease shall begin on 8/1/2018. This lease shall expire and Tenants shall surrender possession to Compton on 7/31/2019. Tenants agree to a term of less than twenty four months.   x   yes    no.
2. Tenants shall pay to Compton the sum of \$ 325 per month, payable by 5 pm on the 1st day of each month, commencing 8/1/2018. In the event any balance due is not paid by 5 pm on the 6th day of each month, Tenants agree to pay a \$20 personnel fee for delivery of a late notice plus interest of 3% per month, calculated on the 6th day of the month, on any unpaid balance. Tenants agree to pay a return check charge of \$35 in addition to any late charges and personnel fees. Tenants shall deposit, at lease signing, the sum of \$ 325 for the first month's rent of this lease agreement. Tenants shall deposit with Compton, at lease signing, the sum of \$ 325 as rent deposit, which shall be applied to rent for the last month of this, or subsequent, lease agreement(s). All rent deposits are non-refundable. Tenants agree that all sums paid to Compton will be credited to Tenants account in the following order: personnel fees, late fees, repair charges, water charges, rent.
3. Tenants shall deposit with Compton, prior to beginning of lease, \$ 325 as security deposit to ensure performance of the covenants and agreements herein provided. Tenants agree that Compton shall have the right to deduct the cost of any repairs for damage to the premises, whether caused by Tenants or others.
4. Tenants agree to timely pay all water, gas and electric bills. Tenants agree that at no time during this lease will they have water, gas or electric service turned off. Tenants agree to keep heat at a minimum of 60 degrees at all times in the winter to prevent freeze damage to unit.
5. Tenants agree that Compton shall not be liable to Tenants for any loss occasioned by fire, theft, damage or any acts of God. Tenants agree to purchase casualty insurance and insurance for any personal property kept or allowed to be kept by the Tenants on the leased premises.
6. Tenants agree that Compton shall have free access to the premises at all reasonable times for the purpose of inspecting, repairing, remodeling, displaying, reletting or selling same.
7. Tenants acknowledge that prior to occupying the premises they will have thoroughly examined the premises and furnishings and found same in good repair and order, with working batteries in all applicable alarms, except such conditions as are set forth in writing to Compton on Unit Check In Sheet prior to occupying premises. Tenants agree to keep working batteries in all applicable alarms. Tenants agree to keep premises and furnishings clean and in good repair, and to make no alterations thereon. Tenants agree to pay for any damages resulting from misuse or neglect, whether caused by Tenants or others. Tenants agree to the charges for services to the premises required by Tenants' occupancy as set forth in Compton's schedule of fees contained in Compton Rentals Rules and Regulations. Tenants agree to pay for any and all repairs necessary to put the premises and furnishings in the same condition as the premises are on the date of the beginning of this lease, reasonable wear and loss by fire, flood, wind or other acts of God excepted. If the leased premises are part of a multi-unit property, in the event damage occurs in hallways and common areas, costs to repair such damages shall be pro-rated among all the units occupying the hallway or common area.
8. This lease shall be non-assignable. Subletting of the premises is strictly prohibited. Any assignment or subletting shall be void.
9. Tenants shall promptly report all damages and repairs needed to Compton. Tenants agree to pay a minimum service charge of \$50 for service calls to repair damages caused by Tenants or others in addition to any labor and materials needed to make the repair.
10. Tenants agree that in the event said premises be not available at any time during this lease, due to damage, repairs, remodel, over-occupancy or any other reason Compton shall have the right to move Tenants to another similar unit, if available, for the duration of the lease term.
11. All notices shall be deemed given and received if delivered to Tenants by regular mail, hand delivery, placement in Tenant's mailbox or posting on the main door to the leased premises.
12. This lease, at the end of the lease term, shall automatically renew for a like term unless:
  - a. Tenants notify Compton a minimum of thirty (30) days prior to lease expiration that Tenants do not intend to renew; or
  - b. Compton notifies Tenants a minimum of thirty (30) days prior to lease expiration that lease will not be renewed and the reasons for non-renewal; or
  - c. Compton elects to cease operation of all or a portion of it's operations.
13. The rent, upon renewal of the lease, may be increased, so long as Compton notifies Tenants of the increase thirty (30) days prior to lease expiration or renewal.
14. At termination of this lease, Tenants shall surrender possession of the premises to Compton, and shall provide Compton with a forwarding address at which Tenants may be served with an itemized list of damages to the premises. If Tenants shall remain in possession of the premises after lease expiration without having notified Compton of Tenants acceptance or rejection of renewal of the lease, the Tenants pay to Compton twice the monthly rent under this lease, computed and pro-rated daily for each day that Tenants remain in possession subject to all the conditions, provisions and obligations of this lease as such may be applicable to month to month tenancy. If Tenant vacates unit before termination of lease, at that time unit must be completely empty, cleaned, including carpets, and keys turned in. Power must remain on until termination date of lease.
15. In addition to all other damages and remedies herein recited, in the event Tenants breach any obligation under this lease, Compton shall also be entitled to recover all collection costs and expenses including attorney's fees.
16. No waiver by Compton of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.
17. If any provision of this lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the lease, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

18. The rules set forth below govern the terms of your lease agreement with Compton. The law requires all of these rules and regulations to be fair and reasonable, and if not, such rules and regulations cannot be enforced against you. You may continue to reside on Compton's property as long as you pay your rent and abide by all "Compton Rentals Rules and Regulations". You may be evicted only upon termination of this lease, for non-payment of rent, violation of laws, or for violation of "Compton Rentals Rules and Regulations" and the terms of this lease. If Compton requires you to deal exclusively with a certain fuel dealer or other merchant for goods or services in connection with the use or occupancy of your manufactured home or manufactured home lot, the price you pay for such goods and services may not be more than the prevailing price in this locality for similar goods and services. You may not be evicted for reporting any violations of law or health and building codes to boards of health, building commissioners, the Department of the Attorney General or any other appropriate government agency.

19. Tenants hereby indemnify and hold Compton harmless from and against any and all claims, liabilities and expenses, including attorney's fees, court costs, witness fees and the like, arising from; (a) Tenant's use of the premises, or (b) from any act permitted, or any omission to act, in or about the premises by Tenants or it's agents, employees, invitees, customers or contractors, or (c) any breach or default by Tenants of this lease, or (d) personal injury or property damage to third parties from occurrences in the premises, all except to the extent caused by Compton's negligence or willful misconduct. In the event any action or proceeding shall be brought against Compton by reason of such claim, Tenants shall defend the same at Tenants' expense. Notwithstanding any other provision of this lease to the contrary, Tenants hereby release Compton from any and all liability or responsibility to Tenants or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage covered by insurance or coverable by insurance required elsewhere in this lease, unless said release shall be disallowed under the insurance policies.

20. Tenants shall not allow any overnight guests to stay at the premises without prior written consent by Compton. Tenants shall not allow anyone other than a signatory to this lease to occupy the premises at any time.

21. This lease constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within it. No modification, alteration or amendment of this lease shall be binding unless in writing and executed by all parties hereto.

22. Tenants agree to comply with all "Compton Rentals Rules and Regulations". Said rules and regulations and Compton's schedule of fees and penalties are incorporated by reference as if fully set forth herein. A copy of said rules and regulations and Compton's fee schedule is acknowledged as having been received, read and understood before the execution of this lease. Tenants acknowledge that they have received a unit check in sheet and agree to return it, completed and signed, to Compton within one week of occupancy.

23. Tenants shall be jointly and severally liable for the performance of all terms and conditions of this lease and for the payment of any rent, damages, fees and penalties herein. Continued possession of the described premises and payment of rent shall constitute acceptance of this lease with the same effect as if you had signed it. If account becomes delinquent and is turned over to an attorney or a collection agency, a surcharge of 35 percent of the delinquent amount will be added to the account.

**24. TENANTS AGREE TO CHANGE FURNACE FILTER AT LEAST ONCE EACH MONTH. TENANTS AGREE TO PAY FOR ANY DAMAGE OR CLEANING RESULTING FROM FAILURE TO CHANGE FILTER.**

**25. TENANTS SHALL PROVIDE ONE EMAIL ADDRESS PER UNIT, AGREE TO RECIEVE STATEMENTS AND NOTICES AT SAID ADDRESS AND AGREE TO UPDATE EMAIL ADDRESS IF IT CHANGES.**

David A Compton dba Compton Rentals  
2511 South Illinois Ave. Office  
Carbondale IL 62903  
618 924 0535    comptonrentals1@gmail.com

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Printed Name

Signature

Date