

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into as of the _____ day of October, 2015, between THE CITY OF ROCHELLE, an Illinois municipal corporation ("Landlord") and STEVI WILLIAMS and STEPHEN SCRUGGS ("Tenants").

In consideration of the mutual promises contained herein, the parties covenant and agree as follows:

1. LEASE OF PREMISES; TERM; USE. Landlord hereby leases to Tenants, on the terms and conditions set forth herein, the following real estate:

8764 South Highway 251, Rochelle, Ogle County, Illinois

("premises") on a month-to-month tenancy, commencing on November 1, 2015, and continuing thereafter until terminated. This Lease may be terminated by either party upon written notice delivered to the other party at least thirty (30) days prior to the date of termination. If not so terminated, this Lease shall continue in effect.

Tenants shall use the premises only for residential purposes.

2. RENT; UTILITIES; USE OF FIREPLACES. The rent for the term of this Lease shall be SIX HUNDRED FIFTY DOLLARS (\$650.00) per month, payable in advance on the first (1st) day of each month, commencing on November 1, 2015. In the event any rent payment is more than three (3) days late, there shall be a late payment penalty of five percent (5%) of the past due amount.

Tenants shall pay all utilities during the term of this Lease, and any extension thereof, including gas, electricity, telephone, water, sewer and garbage pickup.

Tenants shall not use the fireplaces in the premises.

3. SECURITY DEPOSIT; PETS. Tenants have inspected the premises and are satisfied with the condition of the premises as of the commencement of this Lease. Tenants agree to return the premises to Landlord at the termination of this Lease, or any extension thereof, in as good condition as when the premises were entered upon by Tenants, ordinary wear and tear excepted. Landlord acknowledges receipt of a cash deposit of \$650.00 to secure Tenants' performance of this covenant, to be held by Landlord until termination of this Lease, or any extension thereof, and returned to Tenants (less any sums deducted for repair of damages to the premises during the term of this Lease, or any extension thereof, over and above ordinary wear and tear) within ten (10) days thereafter. Upon termination of the Lease, Tenant shall provide to Landlord a forwarding address for Tenant. In the event Landlord should withhold any portion of the security deposit, Landlord shall provide a written itemization of the repairs for damages within fourteen (14) days after the termination of this Lease, or any extension thereof. In no event shall the security deposit be deemed to constitute the last month's rent. No interest shall be paid on the security deposit.

Tenants shall allow no dogs, cats or other pets on the premises without Landlord's written permission. If permission is given, an additional security deposit may be required.

4. MAINTENANCE; ALTERATIONS; INSURANCE. Tenants shall keep the premises in a clean and neat condition, complying with all rules, regulations, ordinances, laws or statutes of any governmental body. Tenants shall be responsible for mowing and upkeep of the lawn and snow removal and minor repairs and replacement items (light bulbs, etc.). Tenants may not make any alterations, modifications or additions to the premises without the prior written consent of Landlord. Upon reasonable advance notice, Landlord may have access to the premises for inspection. Landlord shall have no obligation to insure the contents of the premises.

5. **SUBLEASING; ACCESS BY LANDLORD.** Tenants may not sublease the premises without the prior written consent of Landlord. Tenants shall permit Landlord free access to the premises during the last thirty (30) days of this Lease, or any extension thereof, for the purpose of exhibiting same, and at all times for the purposes of making necessary repairs.

6. **DEFAULTS; REMEDIES.** In the event Tenants shall default in the payment of rent or in any of the covenants and agreements contained herein, Landlord shall have the following remedies:

- (a) to terminate this Lease upon ten (10) days written notice, and to recover any rents unpaid up to the date of termination;
- (b) to retain such sums as necessary from the security deposit to cover repairs;
- (c) to pursue any other remedies provided by law; and
- (d) in the event a lawsuit is necessary to enforce any of Landlord's remedies hereunder, or to recover damages for breach, to recover a reasonable attorney's fee.

7. **MODIFICATION; WAIVER.** This Lease may be modified only in writing signed by the parties. No action or failure to act on the part of the Landlord under any circumstances shall constitute a waiver of any of the terms of this Lease.

8. **JOINT AND SEVERAL LIABILITY.** The obligations of Tenants under this lease shall be joint and several, i.e., both Tenants shall be fully responsible for all obligations.

9. **DIRECTION REGARDING RENT PAYMENTS.** Tenants are directed to make rent checks payable to "City of Rochelle" and to mail or deliver them to: Chris Cardott, City Treasurer, 420 North 6th Street, Rochelle, IL 61068.

10. **CONSENT TO ANNEXATION.** Tenants acknowledge that the premises are in the process of being annexed to the City of Rochelle, and hereby consent to such annexation, and waive all notice or other requirements.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

THE CITY OF ROCHELLE

By: _____
City Manager

STEVI WILLIAMS

Attest: _____
City Clerk
("Landlord")

STEPHEN SCRUGGS
("Tenants")

Prepared by:
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