

## RESIDENCE LEASE

<u>TERM OF LEASE</u>	<u>DATE OF LEASE</u>	<u>MONTHLY RENT</u>	<u>SECURITY DEPOSIT</u>
Beginning Ending (Month to month thereafter)	September 1, 2009 February 28, 2011	\$2,500.00	\$5,000.00

	<u>LESSEE</u>	<u>LESSOR</u>
<b>Name</b>	Mr. and Mrs. Dennis Gehrling	Village of Palos Park
<b>Address of Premises</b>	12309 S. 90 <sup>th</sup> Ave. Palos Park, IL 60464	Attention: Patricia L. Jones 8999 W. 123 <sup>rd</sup> St. Palos Park, IL. 60464

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor for a private dwelling the above-designated ("the Premises"), together with the appurtenances thereto, for the above Term.

### LEASE COVENANTS AND AGREEMENTS

- 1. RENT.** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above designated "Monthly Rent", monthly in advance, until termination of this lease, at Lessor's address as Lessor may designate in writing. The first payment is due on or before September 1<sup>st</sup>, 2009 and subsequent payments on the first day of each succeeding month.
- 2. SECURITY DEPOSIT.** Lessee has deposited with Lessor the Security Deposit stated above as security for the performance of all covenants and agreements of Lessee hereunder. Lessor may at any time or times apply all or any portion thereof in payment of any amounts due Lessor from Lessee and upon Lessor's demand Lessee shall in such case during the term of the lease promptly deposit with Lessor such additional amounts as may then be required to bring the Security Deposit up to the full amount stated above. Upon termination of the lease and full performance of all Lessee's obligations hereunder, so much of the Security Deposit as remains unapplied shall be returned to Lessee. This deposit does not bear interest unless and except as required by law. Where all or a portion of the Security deposit is applied by Lessor as compensation for property damage, Lessor when and as required by law shall provide to Lessee an itemized statement of such damage and the estimated or actual cost of repairing same. If Lessor utilizes his or her own labor to repair any damage caused by the Lessee, the Lessor may include the reasonable cost of his or her labor to repair such damage. Should the Lessee sever the lease within the first six months, the security deposit will not be refunded.
- 3. CONDITION OF PREMISES.** Lessee acknowledges that the Premises are in good repair, except as herein otherwise specified and that no representations as to the condition or repair thereof have been made by the Lessor, or Lessor's agent, prior to or at the execution of this lease, that are not herein expressed. With this agreement the Village agrees to purchase and install the following:
- 4. REPAIR.** The Lessee covenants and agrees with Lessor to take good care of and keep in clean and healthy condition the Premises and their fixtures, and to commit or suffer no waste therein; that no changes or alterations of the Premises shall be made or partitions erected, nor walls papered without the consent in writing of the Lessor; that Lessee will make all repairs required to walls, windows, glass, ceilings, paint, plastering, plumbing work, pipes and fixtures belonging to the Premises, whenever damage or injury to the same shall have resulted from misuse or neglect; and Lessee agrees to pay for any and all repairs that shall be necessary to put the Premises in the same condition as when he entered therein, reasonable wear and loss by fire excepted, and the expense of

such repairs shall be included within the terms of this lease and any judgment by confession entered therefor.

5. **LIMITATION OF LIABILITY.** Except as provided by Illinois statute, the Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, sewerage, or the bursting, leaking or running from any cistern, tank, washstand, water closet or waste pipe, in, above, upon or about the Premises, nor for damage occasioned by water, snow or ice, being upon or coming through the roof, skylight, trap door or otherwise, nor for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property.
6. **USE; SUBLET; ASSIGNMENT.** Lessee will not allow Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, nor to be occupied, in whole or in part, by any other person and will not sublet the same, or any part thereof, nor assign this lease, without in each case the Lessor's written consent had, and will not permit any transfer, by operation of law, of the interest in the Premises acquired through this lease; and will not permit Premises to be used for unlawful purpose or purposes that will injure the reputation of the same or of the neighborhood; will not permit the Premises to remain vacant or unoccupied for more than ten consecutive days; and will not permit any alteration of or upon any part of the Premises, nor allow any signs or placards posted or placed thereon, except by written consent of the Lessor; all alterations and additions to the Premises shall remain for the benefit of the Lessor unless otherwise provided in said consent.
7. **RIGHT TO RELET.** If Lessee shall abandon or vacate the Premises, the same shall be re-let by Lessor for such rent and upon such terms as Lessor may see fit, subject to Illinois statute; and if a sufficient sum shall not thus be realized, after paying the expenses of such re-letting and collecting, to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency.
8. **HOLDING OVER.** If the Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then the Lessor may at Lessor's option within thirty days after the termination of the terms serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year and from year to year thereafter at double the rental specified under Section 1 for such period, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental specified under Section 1, or (c) creation of a tenancy at sufferance, at a rental of two hundred dollars (\$200.00) per day for the time Lessee remains in possession. If no such written notice is served, then a tenancy at sufferance with rental as stated in (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee.
9. **FLAMMABLES.** Naptha, benzine, benzole, gasoline, benzine varnish, gunpowder, fireworks, nitroglycerine, phosphorus, saltpeter, nitrate of soda, camphene, spirit-gas, or any flammable fluid or oil, shall not be allowed or used on the Premises without the written permission of the Lessor.
10. **TAXES AND UTILITIES.** Lessee shall pay (in addition to the rent above specified) all water and sewer charges and all gas, electricity, and telephone bills, levied or charged on or in respect of the Premises, for and during the term of this lease; and in case said water and sewer charges, and gas, electricity, and telephone bills shall not be paid when due, the Lessor shall have the right to pay the same, which amount so paid, together with any sums paid by Lessor to keep the Premises and their appurtenances in good condition as hereinbefore specified, shall be due and payable with the next installment of rent due thereafter under the lease.
11. **SIGNS.** Lessor reserves the right to put up a "For Rent" sign sixty (60) days prior to the expiration of this lease and a "For Sale" sign at any time during the term of this lease.
12. **COMPLIANCE.** Lessee will in every respect comply with the ordinances of the municipality aforesaid with the rules and orders of the health officers thereof with the orders and requirements of the police department, with the requirements of any underwriters' association so as not to increase the rates of insurance upon the building and contents thereof, and with the rules and orders of the fire district in respect to any matters coming within their jurisdiction.

associated with Lessee's use of the Premises. In connection with any such claims, lawsuits, actions or liabilities, the Lessor and its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Lessee shall be solely liable for all costs of such defense and for all expenses, fees, judgements, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSEE:

Dennis J. Gehrling  
Dennis Gehrling

LESSOR:

John F. Mahoney (Seal)  
Mayor John Mahoney, Mayor

Manuela Gehrling  
Manuela Gehrling

**ASSIGNMENT BY LESSOR**

On this \_\_\_\_\_, 20\_\_\_, for value received, Lessor hereby transfers, assigns and sets over to \_\_\_\_\_ all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)



JOHN F. MAHONEY  
Mayor  
MARY A. O'CONNOR  
Accounts and Finances, Treasurer  
NICOLE MILOVICH-WALTERS  
Public Works and Streets, Recreation

# Village of Palos Park

*"Service to Our Residents and Dedication  
to the Preservation of Palos Park"*

DAN POLK  
Public Health and Safety  
JAMES PAVLATOS  
Building and Public Property  
CAROL A. BRYSON  
Village Clerk  
PATRICIA L. JONES  
Village Administrator

August 6, 2009

Dennis and Manuela Gehrling

Re: Lease of Village Owned House

Dear Mr. & Mrs. Gehrling;

It is our understanding you made an offer of \$2,500.00 per month for the Village owned rental house for a minimum lease of eighteen months. With this agreement and after execution of the lease, the Village will purchase and install the following: based on your cost estimates:

Replace kitchen sink	\$ 500.00
Refrigerator	\$1,000.00
Double oven	\$2,000.00
Dishwasher	\$ 900.00
Washer	\$ 900.00
Dryer	\$ 900.00
20x20 Concrete patio behind house	\$3,000.00
Total	\$9,200.00

Aside from the concrete patio, the appliance improvements are based on a not to exceed amount of \$6,200.00. If there is a surplus in the budgeted amount, you can make additional purchases for the property upon approval from the Village. It is agreed that Mrs. Gehrling will accompany the Village employee when purchasing appliances to ensure they meet with her approval. The Village does require a security deposit of two months rent or \$5,000.00. We understand Lufthansa Airlines must review and approve the lease. Please indicate your approval and agreement with the terms as set forth above by signing below. I will then have the lease document prepared.

It is Village policy that all tenants are subject to a credit and criminal background check.

Very Truly Yours,

*Patricia L. Jones*  
Patricia L. Jones  
Village Administrator

Approved:

*Dennis Gehrling*  
Dennis Gehrling

Date: 6 Aug 2009

*Manuela Gehrling*  
Manuela Gehrling