



RENTAL AGREEMENT

1. PARTIES: This agreement is entered into on this date **April 1, 2018**, between the following parties, **RESIDENT(S):** _____ and **OWNER / MANAGEMENT: EMB Properties LLC**. Resident agrees to rent from the owner, subject to the terms and conditions of this agreement, the **RENTAL ADDRESS:** _____.

2. MOVE-IN COSTS AMOUNT		CHARGE / DESCRIPTION
Rent	\$ _____	Monthly or biweekly rent (circle one)
Security deposit	\$ _____	Refundable deposit per agreement
Key Deposit	\$ _____	Refundable deposit per agreement
Additional deposit	\$ _____	See attached addendum
Other	\$ _____	
Total Rent	\$ _____	

3. STANDARD/CUSTOM HOME:

The Resident(s) agree to rent from the Owner(s) the premises located at the above address and the home includes the following furnishings, amenities, and upgrades: _____

4. RENTAL TERM: The rental term will begin on _____, 20____ and continue for one (1) year period and ending _____, 20____ after which unless a new lease is signed this lease will convert to a month to month basis with a \$85 increase annually. If conversion to a month to month basis either party may terminate tenancy by giving the other party thirty (30) days written notice. Unless notice is given otherwise, we, the management, look forward to serving your housing and related needs.

5. RENT DUE DATE AND PAYMENT OPTIONS: Resident has the option to pay rent either monthly, the amount of \$ _____ payable in advance on or before the first day of each month, or if Resident prefers and considers it more convenient, Resident may pay rent biweekly (every two weeks to coincide with paychecks), the "payday" rent plan amount of \$ _____ payable in advance on or before _____ of every other week. Resident chooses to use the a) Monthly Plan or b) Payday Plan (circle one).

6. STANDARD WORRY-FREE PAYMENT METHODS: Residents may select one of the following Standard "Worry-Free" payment methods for paying rent during the rental term, so they don't have to worry about late charges every month. Residents agree by signing this agreement to give permission and authorization to arrange for rent collection by the method selected and debit appropriate account(s).

Preferred Worry-Free Method of Payment Selected:

_____ Electronic debit from checking/savings account on following days/dates each month: _____

_____ Debit card or credit card debit from following account: _____

Tenants can also make payments through our tenant portal on our website <https://888rentme2.com/>

Payment made by credit card are subject to a \$28 charge by our bank, which we will credit on your next month's rent.

Payments made by check or money order, pay the normal rental rate.

Please make checks or money orders payable to: **888rentme2, LLC** and deliver to:

888rentme2, LLC
1954 First St #122
Highland Park, IL 60035

7. **LATE PAYMENT CHARGE:** Rent payments are due by the 1st and considered late after the 5th of each month. Resident agrees that **if rent is not received** (not just mailed) **by the 5th, Resident shall pay a late charge of \$90.00.** Be advised that any payments not paid in full or lost in the mail will be treated as late or unpaid until actually received by Management. Any dishonored check shall be treated as unpaid rent, and be subject to a returned check fee of \$40.00, and must be made good by money order, or certified check within 24 hours of notification. After the 2nd time a Resident's check is returned, Resident must thereafter secure a cashier's check or money order for rent for a minimum of six (6) months before being permitted again to pay by check. The late payment or a returned check may cause owner or management to incur costs and expenses, the exact amounts of which are difficult and impractical to determine, so both parties agree that these charges represent a fair and reasonable estimate of the costs Owner/Management may incur.
8. **ADMINISTRATIVE FEE:** Should the owner or management have to request an unlawful detainer or other court action for unpaid rent or other violation of this agreement, an administrative service fee of \$50.00 will be charged to the resident. Unlawful detainers and/or other court actions are requested if payment is not received by the 5th of the month. If court actions are handled by an attorney, legal fees may be due in place of or in addition to the administrative fee. If management has to pursue court action more than once during the tenancy, this is grounds for terminating the agreement.
9. **ALLOCATION OF MONEY RECEIVED:** Any money received from the resident shall first be applied to: 1) any past due charges or fees, 2) any damages that have been repaired but still owed by resident, 3) any unpaid utility charges that the resident is responsible for. Any remaining money received will then be applied toward rent due.
10. **OCCUPANTS:** No more than occupants shall occupy the premises, and only the following listed residents:

Name:	Date of Birth:
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11. **ADDITIONAL RESIDENTS:** Persons other than those specifically listed on the Rental Agreement shall be strictly prohibited from staying in the rental unit for more than 7 consecutive days, or a total of 20 days in any 12-month period. For purposes of this section, staying in the rental unit" shall include, but not be limited to, long-term or regular house guest, live-in babysitters, and visiting relatives. Resident shall notify the Management in writing any time the Resident expects any guest will be staying in excess of the time limits in this paragraph. Additional residents cannot occupy the premises without first being approved by Management and are subject to full screening procedures. If additional residents are accepted, this is also subject to additional rent and security deposit being required. Unauthorized residents are a violation of this agreement and are grounds for termination.
12. **ASSIGNMENT and SUBLETTING:** Resident agrees not to transfer, sublet or relet any part of the premises or assign this Agreement without prior consent of the Owner or Management.
13. **UTILITIES:** Resident(s) are responsible for all utility charges, except for the following, which will be paid by Owner: Water and Garbage. Resident further agrees to make all utility payments, which they are responsible for, during the term of this tenancy and will be considered in breach of this Agreement, if service is suspended for nonpayment and will be held liable for any resulting added charges and damages. Past due utility bills may be paid by the owner and the resident will be charged that past due amount as additional rent.
14. **NOTICES AND SERVICE:** Any notice is deemed served on the day on which it is mailed by first-class mail to the Resident, and/or attached in a secure manner to the main entrance of the portion of the premises of which Resident has possession. All notices to Resident shall be served at Resident's premises. The name and address authorized to accept legal service for the owner is: **888RentMe2, LLC 1954 First St #122, Highland Park, IL 60035**

15. **REMEDIES/ATTORNEY'S FEES:** If civil action is instituted in connection with this Agreement, the prevailing party shall be entitled to recover court costs and any reasonable attorney's fees.
16. **ABANDONMENT:** Any goods, vehicles, or other property left on the premise after termination of the tenancy by any means shall be considered abandoned and disposed of as provided by statute.
17. **INSURANCE:** Resident acknowledges that the owner's insurance policy does NOT cover Resident's liability to claims because of Resident's actions or negligence or loss or damage to Resident's personal possessions due to fire, theft, rain, smoke, wind, flood, water, pipe leaks or acts of others. Nor will owner or management be held liable for such losses. It's therefore recommended that residents retain insurance coverage for fire, extended coverage, and liability to cover accidental injury and damage or loss of personal property due to fire, theft, smoke, rain, flood, wind, or Resident's actions or negligence. Residents understand those who do not maintain a current renter's insurance policy, not only lack protection for their personal belongings, the residents may also be responsible to others for the full cost of any injury, loss or damage to the property caused by your actions or the actions of your occupants or guests. If renter's insurance is required, resident's agree to show evidence of policy within a month from the date of this agreement
18. **COMPLIANCE WITH THE LAW:** Residents shall not violate any applicable local, state, or federal law or regulation in or about the premises, including the use, possession, or sale of illegal drugs.
19. **NONWAIVER:** Should the Owner or Manager accept any partial or late payments, this in no way constitutes a waiver of rights, nor affects any notice of eviction proceedings previously given. Waiver by either party of strict performance of any provision of this agreement shall not be a waiver of or prejudice that party's right to require strict performance of the same provision in the future or any other provision.
20. **PETS:** Resident or guest shall not maintain any pets upon the premises, without prior written consent of Management. No animal, bird, or fish of any kind will be kept on the premises, even temporarily, except properly trained dogs/animals needed by blind, deaf, disabled or other prescribed needs and only under the following circumstances _____
_____. If a pet is accepted (again not referring to trained animals needed for assistance), this is subject to payment of a higher monthly rent and additional deposit. Please refer to Pet Addendum (if applicable).
21. **EXTENDED ABSENCE:** Resident will notify Management in advance if Resident will be away from the premises for 7 or more consecutive days. During such absence, Management may enter the premises to inspect property's condition.
22. **DISCLOSURES:** Resident acknowledges that Owner/Management has made the following disclosures:
____ Disclosure of information on Lead-Based Paint and/or Lease-Based Paint Hazards (if applicable)
____ Other Disclosure: _____
23. **USE OF PREMISES:** The premises shall be used as their personal residence. They further agree not use the premises for any business or commercial use of any kind without first obtaining written permission from management.
24. **ALTERATIONS:** Resident shall not make alterations (including painting, nail holes, contact, or wallpaper) to the premises without Management's prior written consent. All curtains, mini-blinds, fixtures, shelves, and carpet present in the premises before move-in, must remain when resident vacates. In addition, locks may not be changed or added without Owner's or Management's prior written permission.
25. **IMPROVEMENTS:** All improvements built, constructed or placed on or around the House by Resident, (with prior written approval of owner/management), shall, unless otherwise provided by written agreement, remain with the property.
26. **LOCKOUTS:** If Resident is locked out of the premises, there is a charge of \$15.00, to open the premises between the hours of 8:00am and 6:00pm during the week. There is a charge of \$ 30.00 for opening the premises outside of those hours and on weekends or holidays. Additional charges apply if a key is lost and locks must be changed.
27. **PLUMBING:** Expense or damage caused by stoppage of waste pipes or overflow of bathtubs, toilets, or wash basins caused by Resident's conduct shall be Resident's responsibility.

28. **VEHICLES:** Only the following authorized vehicles may be parked on the premises:

Vehicles: (Include vehicles belonging to other proposed occupants)

Make	Model	Color	Year	License

All vehicles kept on the premises must be operational and have current registration, tags, decals, and license required by local and state laws and parked in authorized areas. Any vehicle not meeting these requirements or unauthorized vehicles will be removed at Resident's expense after being given 72-hour notification.

29. **REPAIR/REPORTING:** Resident shall promptly notify Owner/Management immediately in writing of all equipment malfunctions, failure to supply service, or repairs needed to any defective or dangerous conditions on the premises. Resident will be held responsible if any damages occur to any equipment or part of the premises and that damage is a result of the resident's neglect to promptly notify management of a malfunction or defective condition. Resident shall not tamper with or repair heating/AC or any equipment on the premises without first obtaining written consent of owner.
30. **APPLIANCES:** Unless otherwise stated as part of the custom rental package, appliances that are located on the premises are there solely at the convenience of the Owner, who assumes no responsibility for their operation. While on the premises, Residents are free to use them; however, Residents do so at their own risk. In the event appliances fail to function, Owner is not liable for repair or damages. If Residents wish, at any time, they may request that the appliances be removed. Owner will dispose of them at his/her expense.
31. **UNAUTHORIZED WORK/LIENS:** Except with respect to activities for which Management is responsible, Resident shall pay as due all claims for work done on and for services rendered or material furnished to the premises, and shall keep the premises free from any liens caused by Resident's failure to meet Resident's obligations.
32. **DAMAGE/DESTRUCTION:** If the premises are severely damaged or destroyed by fire or other casualty, either party may terminate the lease. If the damage was caused by Resident's action or neglect, resident will be held liable for damages.
33. **SECURITY DEPOSIT.** Management may withhold part or all of the deposit once all occupants move out, to cover items beyond normal wear and tear, such as: a) cleaning charges (including carpet) if not done or arranged by resident, b) damages to the property, and c), unpaid rent and any other unpaid charges/fees that the resident was responsible for. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, walls, and/or on any other part of the premises, do not constitute reasonable wear and tear. Security deposit may not at any time during the tenancy be applied to any rent due by the resident, or any other charges, and may not be used for last month's rent. Any deposit that the resident is entitled to, along with a written accounting of the disbursement of the deposit, will be returned to the resident within __ days after all occupants have completely moved and possession given back to management. For such purposes, the resident is asked to provide a forwarding address to management. If what the resident owes, including costs to repair damages, exceeds the amount of the deposit originally given, Resident shall be responsible for all such excess costs.
34. **OWNER'S/MANAGER'S RIGHT TO ACCESS:** Owner/Manager shall have the right to enter the premises in order to inspect the premises, make necessary or agreed repairs or improvements, supply necessary or agreed services, or show the premises to prospective residents, purchasers, or contractors. Except in case of emergency, agreement to the contrary by Resident, or unless it is impractical to do so, Owner/Manager shall give Resident at least 24 hours notice of manager's intent to enter, and may enter only at reasonable times. Owner/Manager shall also have the right to enter the premises when it appears Resident has abandoned or surrendered the premises, or during any absence of Resident in excess of 7 days. Resident shall not unreasonably withhold consent for Owner/Manager to enter the premises.
35. **RESIDENT'S TERMINATION NOTICE:** Resident may not terminate this Rental Agreement without giving 30 days written notice if this is a month to month tenancy. Failure of Resident to provide appropriate written notice to terminate a month to month tenancy will result in a Resident's continuing obligation under this Agreement for up to thirty 30 days.
36. **JOINT LIABILITY:** Each Resident signing this agreement is jointly and severally liable for all terms of this agreement.
37. **POSSESSION:** If Owner/management is unable to deliver possession of the residence to Residents on the agreed date, for any reason, the Resident and/or Management may immediately cancel and terminate this agreement upon written notice to the other party, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be

refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

38. **SATISFACTORY INSPECTION:** Resident has personally inspected the premises, and finds it satisfactory at the time of execution of this agreement, except for anything to be noted on the Property Condition Checklist. No promises have been made to Resident except as contained in this Agreement, and there are no other provisions, other than any listed below.

39. **VALIDITY OF EACH PART:** If any portion of this Agreement is held to be invalid, its validity will not affect the enforceability of any other provision.

40. **KEYS AND ADDENDUMS:** Resident acknowledges receipt of the following:

#_____ Keys for building and apartment unit listed in section 1

_____ Carbon Monoxide Alarm & Smoke Detector Agreement

_____ Crime Free/Drug Free Addendum

_____ Fee & Maintenance Charges

_____ Renter's Insurance

Other Addendum(s)_____.

41. **GROUND FOR TERMINATION:** The failure of Resident or guests to comply with any term of this Agreement is grounds for termination with appropriate notice and procedure as required by law. Residents also acknowledge that any separate addendum(s) are made part of this agreement and a violation of any of the rules is a breach of this agreement.

42. **READ THIS ENTIRE AGREEMENT:** Resident(s) has read, understands and accepts all the stipulations contained in this Rental Agreement, agrees to comply with its terms, and has received a copy thereof.

Resident's signature: _____ Date _____

Resident's signature: _____ Date _____

Owner's or Manager's signature: _____ Date _____

Manager's contact 224-237-0940