



RENTAL LEASE *(Example)*

This agreement entered into this **DATE**, by and between Maple Lawn Homes, Eureka, Woodford County, Illinois, hereinafter referred to as Maple Lawn, and **NAME** hereinafter referred to as Lessee.

WHEREAS, Maple Lawn has developed retirement facilities including cottage homes for independent living in Woodford County, Illinois.

WHEREAS, The Lessee meets the eligibility criteria established by Maple Lawn for said cottage homes and the parties desire to establish the rights, duties, and obligations of the parties.

NOW, THEREFORE, in consideration of the mutual covenants hereafter set forth, the parties agree as follows:

1. **COTTAGE HOME:** Maple Lawn agrees to provide a cottage home and hereby leases to Lessee the aforesaid cottage home known as: **ADDRESS**.
2. **TERM:** The term of this Lease shall be for **DATE TO DATE** unless terminated earlier by either party as provided herein beginning within (30) days after written notice to Lessee that the home is ready for occupancy. The term of this Lease shall default to a month to month at the end of the stated lease term unless the 30 day written notice has been received.
3. **OCCUPANCY:** The cottage home shall be ready for occupancy on **DATE**, provided, however, that Maple Lawn may extend said occupancy date for a period up to an additional one hundred twenty (120) days. If the cottage home is not ready for occupancy by the date stated above and such delay is due to strikes, fire, unusual delay in transportation, acts of God or any other cause beyond the control of Maple Lawn, then the date of occupancy shall be further extended for such reasonable period of time needed to ready the cottage home, as is mutually agreed. In the event the cottage home is not ready for occupancy by the date stated above or by such extended date and such delay is due to any omission of Maple Lawn, then the Lessee shall have the right to declare this Agreement void by providing written notice to Maple Lawn which notice must be received by Maple Lawn prior to notifying Lessee that the cottage home is ready for occupancy and in the event of such notice, Maple Lawn shall refund all monies previously paid hereunder by Lessee to Maple Lawn.
4. **RESPONSIBLE PERSON'S:** Lessee hereby designates _____
and _____ as responsible persons with whom Maple Lawn may consult as to Lessee's physical and mental condition. Lessee may add additional persons or change the designated persons at any time in writing.



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5. **REQUIRED PAYMENTS:** In consideration of the right to lease the cottage home, Lessee agrees to make the following payments to Maple Lawn:

A. **Rent Fee:** Lessee agrees to pay Maple Lawn a monthly rental fee in the sum of **AMOUNT** payable the first day of each month during the lease term to cover occupancy and the following costs:

- 1) Repair and maintenance or replacement of cottage equipment or appliances;
- 2) Snow removal and trash removal;
- 3) Lawn care;
- 4) Property and liability insurance;
- 5) Real estate taxes;
- 6) Management services;
- 7) Social and recreation services;
- 8) Garbage Service

Maple Lawn shall have the right, from time to time, to modify the service and rental fee by giving written notice thereof to the Lessee not less than thirty (30) days prior to the effective date of the increase.

6. **USE AND OCCUPANCY:** The cottage home shall be used only as a residence by the Lessee and no other person may reside in the cottage home for more than a visitation period of two (2) weeks. Lessee shall not assign or transfer this lease or any interest therein or sublet the cottage home or any part thereof as this Lease Agreement is personal.

Lessee Agrees that the cottage home shall be used and occupied in a clean, safe, careful and proper manner; that no trade or business, or occupation shall be carried on therein; and that no dog, cats, or other animals or pets with the exception of small birds or fish shall be kept or harbored in the cottage home without prior written consent of Maple Lawn, and no outside storage shall be permitted without such consent.

Lessee agrees to do no painting or decoration and make no structural changes or alterations in the cottage home without the prior written consent of Maple Lawn. Any such painting, decoration, structural changes, or alteration desired by Lessee and consented to by Maple Lawn shall be made at the expense of the Lessee. Any improvements made by either Lessee or Maple Lawn during the term of this lease shall become the property of Maple Lawn.

7. **PERSONAL PROPERTY:** All personal property including vehicles belonging to Lessee or to any other person and located in the cottage home or in or about the building in which the cottage is located or parking area or streets shall be the sole risk of the Lessee or such other person and neither Maple Lawn, its agents or employees shall be liable for the loss, theft, or misplacement thereof, nor for any damage or injury thereto. **Each lessee is expected to provide their own personal property insurance coverage.**

8. **PHYSICAL AND MENTAL DISABILITY:** The cottage home leased herein and the building in which it is located are designed for persons who are physically and mentally capable of caring for themselves and for their cottage. In the event of physical or mental disability of the



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Lessee, Maple Lawn shall have the right to require the Lessee to leave the cottage home upon thirty (30) days written notice. The determination of whether the physical or mental disability of the Lessee is such that the Lessee is incapable of caring for himself or the cottage home shall be made at the sole discretion of Maple Lawn after consulting with the physician and family member(s) of Lessee. If desired, Maple Lawn will attempt to assist Lessee in arranging for suitable health care services to meet the needs of the Lessee.

- 9. CARE OF PREMISES:** Lessee shall keep up and maintain the premises in good condition and shall deliver up possession to Maple Lawn at the end of the lease in good condition, ordinary wear and tear excepted. **No pets allowed in the cottage without property management's written approval.**
- 10. FIRE OR CASUALTY:** In the event the cottage home leased to Lessee or the building in which the cottage is located is destroyed or so damaged by fire or other casualties so as to render the cottage home or the building generally unfit for occupancy, this Agreement may be terminated at the option of Maple Lawn Homes. In the event Maple Lawn elects to terminate this Agreement, Maple Lawn shall provide Lessee with written notice of termination within twenty (20) days from the date of the damage to the cottage home. If such notice of termination is not given or if the damage is not such as to render the cottage unfit for occupancy, then Maple Lawn shall rebuild or repair the damage to the cottage home as soon as possible and prepare the same for occupancy by the Lessee in which case this Agreement shall remain in full force and effect unless otherwise mutually agreed upon by the parties. In the event the Lessee is unable to occupy the cottage home for any period of time during the restoration of the same, the monthly Service rent shall abate proportionately, and in lieu thereof, a reasonable charge based on services then to be provided shall be charged. In the event it is necessary for the Lessee to vacate the premises during such rebuilding or reconstruction, then Maple Lawn will use its best efforts to find suitable temporary living quarters during the period of such rebuilding or reconstruction.
- 11. TERMINATION:** If any installment payments or the monthly rental fee shall be unpaid or if the Lessee should violate or fail to observe any of the terms, covenants, and conditions set forth or referred to in this lease and such default is not cured within thirty (30) days after written notice is mailed to the Lessee, then Maple Lawn shall be entitled to terminate this Lease and to re-enter and take possession of the cottage home and to effect the same by any lawful means, and Lessee shall be liable for and shall pay all attorney fees, costs and expenses incurred by it in enforcing this clause. Lessee shall have the right to terminate this Lease at any time by giving written notice thereof to Maple Lawn at least thirty (30) days prior to the effective date of such termination. Upon termination of this Lease, Maple Lawn shall have the right to repair any damage to the cottage home, which occurred during occupancy by the Lessee, and otherwise, prepare the cottage home for releasing to another person or persons. The extent of such repair and the cost thereof shall be determined by Maple Lawn in its sole discretion. Upon termination of this Lease, Maple Lawn shall also have the right to immediately lease said cottage home to another person or persons.



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12. RIGHT OF ENTRY: Lessee shall permit Maple Lawn or its employees or agents to enter said cottage home at all reasonable and necessary times to inspect and care for the same or to make repairs or improvements thereon.

At any time after Lessee notifies Maple Lawn of his intention to terminate the Lease, Maple Lawn and its employees and agents shall have the right to enter the cottage at all reasonable times for the purpose of exhibiting it to prospective Lessees.

13. REGULATIONS: Lessee shall observe and keep all rules and regulations prescribed from time to time by Maple Lawn regarding the use and occupancy of the building and grounds. Failure to keep and observe the said rules and regulations will constitute a breach of the terms of this Lease in the same manner as if the said rules and regulations were contained herein as covenants, and they are hereby incorporated herein as issued and in force from time to time.

14. REFERENCE: Wherever appropriate, words used in the Agreement in the singular shall include the plural, and the plural, the singular. The parties acknowledge particularly that the term "Lessee" may or may not have a plural reference. The masculine gender shall include the feminine, and the feminine gender, the masculine unless the context clearly indicates otherwise.

15. ENTIRE AGREEMENT: This lease contains the entire agreement between the parties and shall not be changed or modified except by a written instrument signed by the parties hereto.

16. BINDING EFFECT: This Agreement shall insure to the benefit of and be binding upon Maple Lawn, its successors and assigns and Lessee, Lessee's heirs, personal representatives, trustees, attorneys in fact and guardians.

17. SECURITY DEPOSIT: Upon execution of the agreement, a security deposit equivalent to one month's rent is to be paid by the Lessee to Maple Lawn and returned to Lessee upon termination of the contract granted the condition of the premises is consistent with Section 9 of this agreement.

Lessee Signature

Date: / /

NAME _____

Maple Lawn Signature

Date: / /

NAME _____