



February 19, 2019

Nathaniel DeMont
RNJ News/OnlyOswego
59B StoneHill Rd
Oswego, IL 60543

VIA EMAIL – nate@demontguitars.com

Re: FOIA Request Dated February 13, 2019 and received February 13, 2019

Subject: Requesting copy or copies of the lease agreement for 233 W. Washington, Oswego, IL 60543. Any information, including contact, and name(s) of those who filed the lease for this address. Any other information which may be unknown to myself, but pertain to this situation of a falsified lease.

Dear Mr. DeMont:

This letter will serve as Oswego Community Unit School District 308's response to your February 13, 2019 request under the Freedom of Information Act (5 ILCS 140/1 et seq.), in which you asked for the above referenced information. The information responsive to your request is attached.

To promote district transparency and assist others who may have a similar question, this responsive document will be posted online on the district's website. To access it, go to www.sd308.org and select *Our District > Freedom of Information Act Request > FOIA Request Responses*, then select *FOIA ID #19-04*.

Please be advised that to comply with your FOIA request, the district incurred an expense that comprised of the cost of labor and resources used to search for records responsive to your request

Please let me know if you have additional questions. Thank you.

Mary Anne Buckley

Mary Anne Buckley
Freedom of Information Officer

RESIDENTIAL LEASE AGREEMENT

BY THIS AGREEMENT made and entered into on the 15th Day of September 2018, between **Chris Moseley** (or their designated agent), herein referred to as Lessors, and **Edie Williams** herein referred to as Lessees. Lessors lease to Lessees the premises situated at **233 W Washington St, Oswego, IL 60543**, in the city of Oswego, together with all appurtenances, for a term of one (2) year to commence on **15 September 2018**, and to end on **31 August 2020**, at twelve o'clock noon. This agreement replaces any binding month-to-month tenancy or previous lease agreement.

- 1. Rent.** Lessees agree to pay, without demand, to Lessors as rent for the demised premises the sum of One Thousand Two Hundred Dollars (\$1,200) per month in advance of the 1st day of each calendar month beginning 1 September 2018, by mailing a check or money order at such other place as Lessors may designate. A late fee in the amount of Seventy five dollars (\$75) will be charged if rent is not received by the 5th day of the month, an additional late fee of \$20 per day will be assessed until the rent and late fees are received in full. After 10 days of Delinquency a 5 day pay or quit notice will be issued and the eviction process will commence. Lessees agree to pay one Hundred Dollars (\$100) for any check returned for insufficient funds, and will thereafter make payments in the form of cash, money order, cashier's check, or certified check only. Late charges and returned check fees, if not paid, may be taken from security deposit upon vacating. Each Lessee remains individually responsible for the total amount of rents and payments due to the Lessors, regardless of the actions of the other Lessee.
- 2. Security Deposit.** On execution of this lease, Lessees deposit with Lessors One Thousand Two Hundred Dollars (\$1,200), receipt of which is acknowledged by Lessors, as security for the faithful performance by Lessees of the terms hereof, to be returned to Lessees, without interest, on the full and faithful performance by them of the provisions hereof. Lessees acknowledge that the security deposit is not part of any rent payment, but that the Lessors can retain the deposit for any amount owed to the Lessors and/or repairs that may be required in excess of normal wear and tear.
- 3. Quiet Enjoyment.** Lessors covenant that on paying the rent and performing the covenants herein contained, Lessees shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.
- 4. Use of Premises.** The demised premises shall be used and occupied by Lessees exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessees for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessees shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.
- 5. Number of Occupants.** Lessees agree that the demised premises shall be occupied by no more than five persons, consisting of one adults and four children (16 son, 5 and 4 y/o daughter and 12 mo baby), without the written consent of Lessors.

inspecting the premises and all building and improvements thereon. A 24 Hour notification must be given to the tenant prior to owner/manager entry.

13. Maintenance and Repair. Lessees will, at their sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessees shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean and replace filters once per month; be responsible for the regular cleaning, cutting, weeding, fertilizing, and watering of the lawn and shrubs; ensure spigots and lawn pump are protected from freezing; keep the walks free from dirt and debris; and, at their sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessees' misuse, waste, or neglect or that of their employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessees' misuse, waste, or neglect or that of their employee, family, agent, or visitor, shall be the responsibility of Lessors or their assigns. Lessees shall not initiate maintenance or repairs chargeable to Lessors in excess of \$50 without Lessors' specific authorization, except in cases of emergency. In non-emergency cases wherein Lessees initiate maintenance or repairs in excess of \$50 without Lessors' prior consent, Lessees shall be held responsible for payment. Lessees agree that no signs shall be placed or painting done on or about the leased premises by Lessees or at their direction without the prior written consent of Lessors.

14. Animals. Lessees may not keep or allow animals on the premises without the written permission of the Lessors. The presence of any pet on the premises, without the Lessors' written consent, constitutes a breach of this agreement. Should the Lessees request to keep a pet on the premises, they will remit a non-refundable pet fee of Five Hundred dollars (\$500) and show verification of pet licensing, upon receipt of written approval by Lessors.

15. Display of Signs. During the last ninety (90) days of this lease, Lessors or their agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

16. Subordination of Lease. This lease and Lessees' leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessors, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

17. Holdover by Lessees. Should Lessees remain in possession of the demised premises with the consent of Lessors after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessors and Lessees which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Lessors or Lessees on the other party.

18. Surrender of Premises. At the expiration of the lease term, Lessees shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted. Lessees will have carpets professionally cleaned upon move out and submit to Lessors invoice from a reputable

Additional information regarding radon and radon testing may be obtained from your county public health unit.

23. Lessee Required Insurance Obligations: Lessees shall insure the contents of the property against loss and obtain liability insurance which covers any personal injuries or property damage which may occur on or about the leased premises. Proof of coverage must be provided prior to occupancy of the premises. Waterbeds must be specifically covered. Lessors shall not be liable for loss by reason of damage, theft, or otherwise, to the contents, belongings, and personal effects of the Lessees or family, guests, or visitors, or injury to said persons.

24. Waiver: The failure of the Lessors to enforce and insist upon strict performance of any terms of this agreement shall not be deemed a waiver of the right to enforce the same.

IN WITNESS WHEREOF, the parties have executed this lease on the 12th day of September, 2016, lease term to commence 15 September 2016.

Lessor:

Chris Moseley
Chris Moseley

Lessee:

Edie Williams
Edie Williams