

This lease form is intended for properties to which the Chicago Residential Landlord and Tenant Ordinance is applicable. However, the Chicago Association of Realtors® recommends that the Ordinance be carefully reviewed and that an attorney be consulted before using this or any other standard lease form for properties in the City of Chicago.

**INSTRUCTIONS TO TENANT:** Please sign and return both copies to Landlord. Your copy will be mailed back to you.

UNIVERSITY PRINTING COMPANY  
CHICAGO, IL

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REV. 2011

## NOT FURNISHED CHICAGO APARTMENT LEASE

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT	SECURITY DEPOSIT <sup>^</sup>
	BEGINNING	ENDING		

*\*IF NONE, WRITE "NONE" and Section 5 of Lease Agreements and Covenants shall then be INAPPLICABLE.*

<sup>^</sup> **The Security Deposit shall be deposited in an account at \_\_\_\_\_, which has an address of: \_\_\_\_\_.**

ADDITIONAL CHARGES AND FEES*			
Late Charge	Returned Check Charge	Reletting Charge	Monthly Parking Fee
Monthly Condominium Association Fee	Monthly Storage Fee	Property Management Administrative Fee	Monthly Rent Due Upon Lease Execution

*\*IF NONE, WRITE "NONE".*

TENANT:	LANDLORD:
NAME(S):  ADDRESS: STREET: UNIT # CITY STATE: ZIP:  TELEPHONE #:	NAME:  ADDRESS: STREET: UNIT #: CITY: STATE: ZIP:  TELEPHONE #:
NAME OF PERSONS AUTHORIZED TO OCCUPY PREMISES:  ADDRESS OF LEASED APARTMENT (the "Premises"):  ADDRESS: STREET: UNIT #: CITY: STATE: ZIP:	PERSON AUTHORIZED TO ACT ON BEHALF OF LANDLORD FOR PURPOSE OF SERVICE OR PROCESS AND RECEIPT OF NOTICES:  <input type="checkbox"/> Check box if same address as above  NAME:  ADDRESS: STREET: UNIT #: CITY: STATE: ZIP:  TELEPHONE #:

### ADDITIONAL AGREEMENTS AND COVENANTS (INCLUDING DECORATING, REPAIRS AND CONDOMINIUM BYLAWS, IF ANY)

*\*IF NONE, WRITE "NONE"*

### NOTICE OF CONDITIONS AFFECTING HABITABILITY

I hereby acknowledge that Landlord has disclosed any code violations, code enforcement litigation and/or compliance board proceedings during the previous 12 months for the Premises and the Building and any notice from utility providers of intent to terminate utility services, copies of which, if any, are attached to this Lease.

\_\_\_\_\_ (Tenant(s) Initials)

### FURTHER ACKNOWLEDGEMENTS BY TENANT

Tenant hereby acknowledges that as of the Date of Lease, Tenant has received from Landlord the following documents:

- Security Deposit Receipt \_\_\_\_\_ (Tenant(s) initials)
- Heating Cost Disclosure Statement \_\_\_\_\_ (Tenant(s) initials)
- Rules of Building from Property Manager and/or Condominium Association \_\_\_\_\_ (Tenant(s) initials)
- Lead-Based Paint Brochure: *Protect Your Family From Lead in Your Home* \_\_\_\_\_ (Tenant(s) initials)

In consideration of the mutual agreements and covenants set forth in this Lease, and in further consideration of the statements made by Tenant in the application for Lease and all supporting documents thereto, including Tenant's financial statements (if any), the truth and accuracy thereof being attested to by Tenant and the information therein contained being incorporated into this Lease as if set forth herein in full, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for use as a private dwelling unit only, the Premises, together with the fixtures and appliances belonging thereto, for the Term. If there is more than one undersigned Tenant, the term "Tenant", as used herein, shall include all of such undersigned persons and each and every provision of this Lease shall be binding on each and every one of the undersigned persons and they shall be jointly and severally liable hereunder and Landlord shall have the right to join one or all of them in any proceeding or to proceed against them in any order.

**TENANT:**

**LANDLORD:**

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Name Date

# LEASE AGREEMENTS AND COVENANTS

1. **RENT:** Tenant shall pay to Landlord at the above address (or such other address as Landlord may designate in writing) the Monthly Rent set forth above on or before the first day of each month of the Term in advance. The Monthly Rent, Monthly Storage Fee and Monthly Parking Fee, and all other rental fees due and payable under this Lease, if any, shall hereinafter be referred to collectively as "Rent". The time of each and every payment of Rent is deemed to be of the essence of this Lease. To cover Landlord's added costs resulting from late payments, the Rent set forth above shall be increased by the amount set forth above as "Late Charge" if paid after the 5th day of the month. To cover Landlord's added costs for processing of checks that are dishonored or are returned due to insufficient funds in the account, Rent shall be increased by the amount set forth above as "Returned Check Charge." Rent mailed in shall be deemed paid on date of receipt by Landlord. If Tenant fails to pay Rent within 5 days after receipt of written notice from Landlord that such Rent is overdue, Landlord may terminate this Lease or pursue any other rights and remedies of Landlord at law or in equity.

2. **POSSESSION:** On or prior to the Beginning Date of this Lease, Landlord shall deliver possession of the Premises to Tenant. Possession shall be deemed to have been delivered to Tenant on the day that Landlord either (A) actually delivers to Tenant keys to the Premises or (B) makes available to Tenant at the office of the Building or at such other place as designated by Landlord keys to the Premises. If Landlord cannot deliver possession of the Premises to Tenant on or prior to the Beginning Date of the Term, this Lease shall remain in full force and effect with Rent abated until such time as the Premises is available for Tenant's occupancy, unless Tenant elects to maintain an action for possession of the Premises, or, upon written notice to Landlord, elects to terminate this Lease.

3. **APPLICATION:** The application for this Lease and all representations and promises contained therein are hereby made a part of this Lease. Tenant warrants that the information given by Tenant in the application is true. If such information is false, Landlord may at Landlord's option terminate this Lease by giving Tenant not less than 10 days prior written notice, which shall be Landlord's sole remedy. Tenant shall be responsible for any and all Rent which accrues under this Lease prior to the termination date.

4. **PROMISES OF THE PARTIES:** The terms and conditions contained herein shall be conclusively deemed the agreement between Tenant and Landlord and no modification, waiver or amendment of this Lease or any of its terms, conditions or covenants shall be binding upon the parties unless made in writing and signed by the party sought to be bound.

5. **SECURITY DEPOSIT:** Tenant has deposited with Landlord the Security Deposit in the amount set forth above for the performance of each and every covenant and agreement to be performed by Tenant under this Lease. Landlord shall have the right, but not the obligation, to apply the Security Deposit in whole or in part as payment of such amounts as are covenants or agreements contained herein. Landlord's right to possession of the Premises for non-payment of Rent by Tenant or any other reason shall not be affected by the fact that Landlord is holding the Security Deposit. Tenant's liability is not limited to the amount of the Security Deposit. Within 30 days after Landlord's application of the Security Deposit, or any part thereof, Landlord shall give Tenant written notice of such application. If the application is on account of maintenance, repairs or replacements necessitated by Tenant, Landlord's notice shall include the estimated or actual cost of the same, attaching estimates or paid receipts. Upon receipt of Landlord's notice, Tenant shall at once pay to Landlord an amount sufficient to restore the Security Deposit in full. Upon termination of this Lease, full payment of all amounts due and performance of all Tenant's covenants and agreements (including surrender of the Premises in accordance with Section 15), the Security Deposit or any portion thereof remaining unapplied shall be returned to Tenant in accordance with applicable law. The Security Deposit shall not be deemed, construed or allocated by Tenant as payment of Rent for any month of the Term.

6. **LANDLORD'S MAINTENANCE OBLIGATIONS:**

A. Tenant hereby declares that Tenant has inspected the Premises, the Building and all related areas and grounds and that Tenant is satisfied with the physical condition thereof. Tenant agrees that no representations, warranties (expressed or implied) or covenants with respect to the condition, maintenance or improvements of the Premises, the Building, or other areas have been made to Tenant except (1) those contained in this Lease or otherwise in writing signed by Landlord and (2) those provided under applicable law.

B. Landlord agrees that Landlord will perform work required to be performed by Landlord under this Lease within a reasonable time not to exceed 30 days from the Beginning Date hereof.

C. Landlord covenants that all times during the Term, Landlord shall maintain the Premises and the Building (if Landlord owns and/or has control over the owners of the Building) to the following minimum standards:

- (1) Effective weather protection, including unbroken windows and doors;
- (2) Plumbing facilities in good working order;
- (3) A water supply which either under the control of Tenant is capable of producing hot and cold running water, or under the control of Landlord produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewerage system;
- (4) Heating (and, if furnished, air conditioning and ventilation) facilities in good working order which, if under the control of Tenant, are capable of producing, or, if under the control of Landlord, produce heat (and, if furnished, air conditioning and ventilation) in fixtures provided (and no others) within reasonable accepted tolerances and during reasonable hours. (In the case of heat, minimum tolerances shall be those established by the governing municipal code or ordinance);
- (5) Gas and/or electrical appliances which are supplied by Landlord in good working order, and appropriate gas piping and electrical wiring system to the extent existing in the Building maintained in good working order and sale condition;
- (6) Building, grounds and areas under the control of Landlord in clean, sanitary and safe condition free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin;
- (7) Adequate and appropriate receptacle(s) for garbage and rubbish, and, if under the control of Landlord, in clean condition and good repair;
- (8) Floors, stairways, and railings and common areas in good repair;
- (9) Apartment floors, walls and ceilings in good repair and safe condition; and
- (10) Elevators (if existing) in good repair and safe condition.

D. It is, however understood and agreed that the Building is a physical structure subject to aging, wear, tear, abuse, inherent defects, and numerous forces causing disrepair or breakdown beyond Landlord's reasonable control, and that components and skilled workmen are not always immediately available. Landlord's costs of operation are fixed and unavoidable and to permit rent abatement or damages to Tenant would create an intolerable burden on Landlord, other tenants and the surrounding neighborhood. It is, therefore, understood and agreed that breakdowns of equipment or disrepair caused by (1) conditions caused by Tenant, members of Tenant's household, guests or other persons who enter or occupy the Premises with Tenant's consent; (2) Tenant's unreasonable refusal of or other interference with entry of Landlord or Landlord's workmen or contractors into the Premises or the Building for purposes of correcting defective conditions; (3) lack of reasonable opportunity for Landlord to correct defective conditions; or (4) conditions beyond Landlord's reasonable control, including strikes or lockouts. In any action against Landlord for breach of the Lease or the covenants contained herein with respect to Landlord's obligations to maintain the Building and/or the Premises, Landlord may assert, as a defense to such claim, that Landlord did not have actual knowledge of such defective conditions.

7. **UTILITIES:** Unless otherwise agreed in writing, if the Premises is separately metered for utilities, Tenant shall pay the utility company or authorized metering agency directly for all applicable charges for gas, electricity, water and other utilities serving the Premises, including, if applicable, telephone, internet, cable, and current used for electric heating, ventilation, air conditioning, hot water, etc., as such charges become due and payable. If Tenant fails to timely pay the utility companies for the use of such utilities, Landlord shall have the right, but not the obligation, to pay such utility companies directly, in which event Tenant shall reimburse Landlord for such costs, including any late fees, upon demand. Unless otherwise agreed in writing, if the Premises are not separately metered for utilities, Tenant shall reimburse Landlord, no more than once per month, for all utilities consumed by Tenant in the Premises during the Term within 10 days after Landlord delivers a statement to Tenant setting forth Tenant's share of the costs for such utilities, which statement shall include invoices, receipts or other documentation setting forth such costs in reasonable detail.

8. **TENANT'S USE OF PREMISES:** The Premises shall be occupied solely for residential purposes by Tenant, those other persons specifically listed on the first page of this Lease, if any, and any children which may be born to or legally adopted by Tenant during the Term. Neither Tenant nor any of those persons shall perform nor permit any practice that may damage the reputation of or otherwise be injurious to the Premises, the Building or the

neighborhood, or be disturbing to other tenants, be illegal, or increase the rate of insurance on the Premises or the Building.

9. **TENANT'S MAINTENANCE OBLIGATIONS:** Tenant covenants and agrees to perform the following obligations during the Term: (A) maintain the Premises and appurtenances in a clean, sanitary and safe condition; (B) dispose of all rubbish, garbage and other waste in a clean, sanitary and timely manner from the Premises into the refuse receptacles provided; (C) properly use and operate all appliances, electrical, gas and plumbing fixtures within the Premises; (D) not place in the Premises or the Building any furniture, plants, animals, or any other things which harbor insects, rodents, or other pests; (E) keep out of the Premises and the Building materials which cause a fire hazard or safety hazard and comply with all reasonable requirements of Landlord's fire insurance carrier; (F) not destroy, deface, damage, impair nor remove any part of the Building, the Premises or facilities, equipment or appurtenances thereto; (G) maintain the smoke detector and carbon monoxide detector, if any, in the Premises in accordance with applicable law, and (H) prevent any person in the Premises or the Building with Tenant's permission from violating any of the foregoing obligations of Tenant. Tenant shall not suffer or commit any waste in or about the Premises or the Building and shall, at Tenant's expense, keep the Premises in good order and repair (except with respect to the maintenance obligations of Landlord under this Lease). On termination of this Lease, Tenant shall return the Premises to Landlord in the condition that the Premises was in as of the Beginning Date, reasonable wear excepted.

10. **ALTERATIONS, ADDITIONS, FIXTURES, APPLIANCES, PERSONAL PROPERTY:** Tenant shall make no alterations or additions nor install, attach, connect or construct in the Premises or any part of the Building, interior or exterior, major appliances or devices of any kind without, in each and every instance, first receiving the written consent of Landlord, and then, if such consent is granted, only upon the terms and conditions specified in such written consent. All alterations, additions and fixtures (including security devices) whether temporary or permanent in character, made by Landlord or Tenant, in or upon the Premises shall, unless otherwise agreed to in writing or unless Landlord requests their removal prior to the Ending Date, become Landlord's property and shall remain in the Premises at the termination of the Lease without compensation to Tenant. The foregoing notwithstanding, neither Landlord's nor Tenant's insurance carriers shall be liable to Tenant for the replacement of such alterations, additions, or fixtures in the event of casualty loss unless Tenant notifies Landlord of the replacement value and pays, as additional rent, the resultant premium increase, if any. If Landlord shall permit or demand removal, Tenant shall put that part of the Premises into the same condition as existed prior to the installation of such alteration, addition, or fixture.

11. **ACCESS:** Landlord reserves the right in accordance herewith to enter the Premises in order to inspect same, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors, or as is otherwise necessary in the operation and/or protection of the Premises, the Building, its components or persons therein. At Landlord's discretion, Landlord shall be provided with and may retain and use copies of any keys necessary for access to the Premises. In the event of apparent or actual emergency, Landlord may enter the Premises at any time without notice. At any time within 90 days prior to the end of the Term, after a single general written notice, Landlord may as often as necessary show the Premises for rent any day between the hours of 9 AM and 8 PM on not less than 15-minute verbal or written specific notice to Tenant or other occupant of the Premises. At other times, Landlord shall only enter the Premises at times mutually agreed upon between Landlord and Tenant; however, if entry at such times is impractical or refused, Landlord may enter the Premises after 24 hours' notice and only during the period of 7 AM to 7 PM Monday through Saturday. In the event of the willful or negligent breach of this Section 11, the non-breaching party shall at once be entitled to actual damages or liquidated damages in the amount of 2 months of the then-current Monthly Rent and an injunction, if necessary, to prevent continuation of such breach.

12. **SUBLETTING AND RE-LETTING:**

A. In no event shall Tenant assign this Lease or sublet the Premises without, in each instance, first receiving the prior written consent of Landlord. Tenant may only assign this Lease or sublet the Premises if all of the following conditions are met: (1) Tenant is not then in default under the terms of this Lease, (2) Landlord consents to the prospective new tenant in writing, and (3) Tenant upon demand pays, in advance, (a) the deficiency, if any, that exists between the aggregate rent being paid as a result of such assignment or subletting and the Rent that is due and owing Landlord under this Lease for the balance of the Term, and (b) all permissible expenses of Landlord on account of such assignment or subletting, if any, including, but not limited to, decorating, repairs, replacements, commissions and/or administrative fees for performing the details attendant to such a transaction in the amount set forth above as the 'Reletting Charge.' Landlord, at Landlord's option, shall determine whether Tenant's transfer of interest in the Lease or the Premises shall be treated as a subletting, assignment or re-letting. In the event of a subletting or assignment, Tenant shall still be liable for all of the terms and conditions required of Tenant to be performed under this Lease. In the event of a re-letting, this Lease shall terminate as of the date of such re-letting and Tenant shall have no further obligations hereunder, except for those obligations that expressly survive termination of this Lease.

B. Landlord may at any time and for any reason reject any prospective new tenant offered by Tenant or by others; provided, however, that if Landlord shall do so without cause, Tenant shall be liable to Landlord only for the deficiency and/or actual or estimated expenses described in A(2) (a) and (b) of this Section 12 which would have been due from Tenant had the prospective new tenant been accepted. Cause shall be deemed to be the failure, based on information and data made available to Landlord (or lack thereof), of such prospective new tenant to meet the criteria customarily employed by Landlord to evaluate the acceptability of prospects as tenants for similar apartments in the Building. During the last 3 months of the Term, Landlord shall be obligated to accept an otherwise qualified prospective new tenant only if said prospective new tenant enters into a direct lease with Landlord for a term for which leases are customarily offered for similar apartments in the Building. Landlord may fill other vacancies in the Building first before re-letting or subletting or attempting to re-let or sublet the Premises.

C. Tenant shall neither sublet the Premises nor any part thereof nor assign this Lease nor permit by any act or default or any transfer of Tenant's interest in the Premises or this Lease by operation of law or otherwise, nor offer the Premises or any part thereof for lease or sublease except in accordance with the terms and conditions of this Section 12. Any attempted transfer by Tenant in violation of the terms of this Section 12 shall be voidable by Landlord.

13. **ABANDONMENT:** Tenant shall not abandon the Premises, nor permit the Premises to remain vacant or unoccupied for a period of time which could be construed as abandonment under state or local law or ordinance. Tenant shall not allow persons other than those authorized by this Lease to occupy the Premises as guests for periods in excess of 7 consecutive days during the Term for any reason.

14. **FIRE AND CASUALTY:**

A. If the Premises and/or the Building is damaged or destroyed by fire or casualty, and the Premises is only partially damaged and is inhabitable, and Landlord makes full repairs within 90 days, this Lease shall continue without abatement or apportionment of rent; or

B. If the Premises is damaged or destroyed by fire or casualty and (1) the Premises is rendered uninhabitable, (2) continued occupancy would be illegal, or (3) Landlord cannot or does not repair within 90 days, then Landlord may, at Landlord's option, (1) terminate this Lease or (2) relocate Tenant to another comparable apartment in the Building until repair and restoration of the Premises is completed. If Landlord cannot or does not repair within 90 days, Tenant's sole remedy shall be to vacate the Premises (or substitute premises) and notify Landlord in writing within 5 days thereafter of Tenant's intent to terminate this Lease, in which event this Lease shall terminate as of the date Tenant vacates the Premises and all prepaid rent and unapplied Security Deposit shall be returned to Tenant.

C. In the event that a fire or casualty causes damage or destruction to the Premises, nothing in this Section 14 shall be construed to limit the rights and remedies available to Tenant under state and local laws and ordinances governing fire and casualty damage in buildings like the Building.

15. **TERMINATION AND RETURN OF POSSESSION:**

A. Upon the termination of this Lease, whether by lapse of time or otherwise, or upon termination of Tenant's right of possession without termination of this Lease, Tenant shall immediately vacate and surrender possession of the Premises to Landlord and deliver all keys to Landlord at the place where Rent is payable, or as otherwise directed by Landlord. The mere retention of possession of the Premises after termination of this Lease or termination of Tenant's right of possession of the Premises shall constitute a forcible detainer, and Landlord shall have the right and license with process of law (and if Tenant abandons the Premises,

Tenant grants Landlord and Landlord shall have such right and license without process of law to enter into the Premises, to have the Premises returned to Landlord as Landlord's former estate and to take possession of the Premises and to expel and remove Tenant, and any others who may be occupying or within the Premises, and any personal property within the Premises from the Premises without relinquishing Landlord's right to Rent or any other right given to Landlord under this Lease or by operation of law. If Tenant abandons the Premises and Landlord exercises the right and license to enter without process of law, Landlord may use such force as may be necessary without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer.

B. Tenant agrees that in the event Tenant fails to vacate and surrender the Premises upon termination of this Lease or Tenant's right of possession of the Premises that:

(1) Tenant shall pay as liquidated damages for the entire time that possession is withheld a sum equal to the greater of (i) three times the amount of rent herein reserved, pro rated per day of such withholding, or (ii) Landlord's actual damages if same are ascertainable; or

(2) Landlord, at its sole option, may, upon giving Tenant written notice, extend the Term of this Lease for a like period of time not to exceed one year at such rent as Landlord has stated prior to said termination date; or

(3) If Landlord fails to notify Tenant or Landlord's election under either (1) or (2) of this Section 15 within 45 days of the termination of this Lease or the termination of Tenant's right of possession, Tenant's continued occupancy shall be for a month-to-month term.

C. No action or non-action by Landlord except as expressly provided herein shall operate as a waiver of Landlord's right to terminate this Lease or Tenant's right of possession, nor operate to extend the Term.

16. **EMINENT DOMAIN (CONDEMNATION):** If the whole or any substantial part of the Building is taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Building, the Term of this Lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date when Tenant vacates the Premises and possession of the part of the Building so taken is transferred to the condemning authority.

17. **LANDLORD'S MORTGAGE:** This Lease is not to be recorded and is, and shall hereafter be deemed to be, subordinate to any present or future mortgages on the real estate (or any part of it) upon which the Building is situated and to all advances upon the security of such mortgages.

18. **LEASE BINDING ON HEIRS, ETC.:** All the covenants and agreements of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant, subject to the restrictions set forth in Section 12 hereof, except that where there are only one or two persons named or remaining as Tenant herein, then, in the event of the death of one or both Tenants, the surviving Tenant and/or the heirs or legal representatives of the deceased Tenant may terminate this Lease effective as of the last day any calendar month within 120 days of said occurrence by delivering to Landlord not less than 45 days prior written notice.

19. **NOTICES:** Except as herein provided, any demand to be made or notice to be served, including those provided by statute, shall be construed to mean notice in writing signed by or on behalf of the party giving same, and served upon the other party (A) in person, or (B) by certified or registered mail, return receipt requested, postage prepaid, at the address herein set forth or at such other address as either party may designate by written notice to the other. Notice by mail shall be deemed given, served and effective at the time deposited into the United States Mail, regardless of when received. Notice served in person on Tenant may be served if left with some person residing in or in possession of the Premises above the age of 12 years, and in the event of an apparent abandonment, notice may be served by posting same on the door of the Premises in addition to service by mail in accordance herewith. Notices served in person on Landlord may be served on any office employee of Landlord, or, if Landlord receives Rent at Landlord's home, in the same manner as on Tenant.

20. **RULES AND REGULATIONS:** The rules and regulations at the end of this Lease shall be a part of this Lease. Tenant covenants and agrees to keep and observe these rules and regulations. Tenant also covenants and agrees to keep and observe such further reasonable rules and regulations as may later be promulgated by Landlord or Landlord's agent for the necessary, proper and orderly care of the Building (provided such later rules do not materially change the terms contained in the body of this Lease).

21. **TENANT TO IN SURE POSSESSIONS / LIMITATIONS OF LANDLORD LIABILITY:** Landlord is not an insurer of Tenant's person or possessions. Tenant agrees that all of Tenant's person and property in the Premises or elsewhere in the Building shall be at the risk of Tenant only and that Tenant will carry such insurance as Tenant deems necessary therefor. Tenant further agrees that except for instances of negligence or willful misconduct of Landlord, Landlord's agents or employees (collectively, the "Landlord Parties"), the Landlord Parties shall not be liable for any damage to the person or property of Tenant or any other person occupying, visiting or entering the Premises or the Building, sustained due to the Premises or the Building or any part thereof or any appurtenances thereof becoming out of repair (as example and not by way of limitation), due to damage caused by water, snow, ice, frost, steam, fire, sewer gas or odors; heating, cooling, and ventilating equipment, bursting leaking pipes, faucets, and plumbing fixtures; mechanical breakdown or failure; electrical failure; the misuse or non operation of observation cameras or devices (if any), master or central television equipment and antennas (if any), cable television equipment (if any) or mailboxes; or due to the happening of any accident in or about the Building; or due to any act or neglect of any other tenant or occupant of the Building or any other person. Further, Landlord shall not be liable to Tenant for any damage to the person or property of Tenant sustained due to, arising out of, or caused by, the acts or omissions of any third party whether or not such third party is a tenant of the Building.

22. **REMEDIES CUMULATIVE, NON-WAIVER:** All rights and remedies given to Tenant or to Landlord shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically limited or waived in this Lease. No waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of a similar or different breach or default. The payment or acceptance of money after it falls due after knowledge of any breach of this Lease by Landlord or Tenant, or after the termination in any way of the Term or of Tenant's right of possession hereunder, or after the service of any notice, or after the commencement of any suit, or after final judgment for possession of the Premises shall not reinstate, continue or extend the Term of this Lease nor affect any such notice, demand or suit or any right hereunder not expressly waived. No express waiver shall affect any breach other than the breach specified in the express waiver and then only for the time and to the extent therein stated. Tenant's obligation to pay Rent during the Term or any extension thereof or any holdover tenancy shall not be waived, released or terminated by the service of any 5-day notice, demand for possession, notice of termination of tenancy,

institution of any action or forcible detainer, ejectment or for any judgment for possession, or any other act or acts resulting in termination of Tenant's right of possession.

23. **TENANT'S REMEDIES:** If Landlord defaults in (i) Landlord's duty to maintain the Premises or the Building or to perform repairs, remodeling, or decorating as set forth in Section 6 and such default is not cured by Landlord within 30 days after written notice from Tenant to Landlord (unless such default involves a hazardous condition or failure to furnish heat, hot water or essential services, which shall be cured forthwith); and provided Landlord's failure to cure is not excused on account of one or more of the defenses set forth in Section 6, in which case Landlord shall notify Tenant of specific facts constituting such excuse within said 30-day period (or in the case of a hazardous condition, or failure to furnish heat, hot water or essential services, within 5 days of Tenant's notice); or (ii) the performance of any other covenant or agreement of this Lease and such default is not cured by Landlord within 10 days after written notice from Tenant to Landlord, Tenant may (A) treat such event as a breach of this Lease and, in addition to all other rights and remedies provided at law or in equity (including without limitation those provided in the Illinois Revised Statutes relating to building code violations) may, by giving Landlord not less than 10 days prior written notice, terminate this Lease by setting forth the date of said termination in the 10 days' notice and vacating the Premises on or before said date, with Rent paid up to and including said termination date. Prepaid rent and the Security Deposit, if any, shall be promptly refunded to Tenant in accordance with the terms and conditions of this Lease.

24. **TENANT'S WAIVER:** Tenant's covenant to pay Rent is and shall be independent of each and every other covenant of this Lease. Tenant agrees that Tenant's damages for Landlord's breach of this Lease shall in no event be deducted from Rent nor set off for purposes of determining whether any Rent is due in a forcible detainer action brought on the basis of unpaid Rent.

25. **LANDLORD'S REMEDIES:** If Tenant defaults (i) in the payment of any single installment of Rent or in the payment of any other sum required to be paid under this Lease or under the terms of any other agreement between Tenant and Landlord and such default is not cured within 5 days of Tenant's receipt of written notice of such default from Landlord, or (ii) in the performance of any other covenant or agreement hereof, and such default is not cured by Tenant within 10 days after written notice to Tenant from Landlord (unless the default involves a hazardous condition which shall be cured forthwith), Landlord may treat such default as a breach of this Lease and Landlord shall have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

A. Landlord may terminate this Lease, in which event Landlord may forthwith repossess the Premises in accordance with Section 15 hereof and Tenant agrees to pay to Landlord damages in an amount equal to the amount of Rent provided in this Lease to be paid by Tenant for the balance of the Term, less the fair rental value of the Premises for said period, and, in addition, any other sum of money and damages owed by Tenant to Landlord;

B. Landlord may terminate Tenant's right of possession and may repossess the Premises in accordance with Section 15 hereof without further demand or notice of any kind to Tenant and without such entry and possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligation to pay Rent hereunder for the full Term. Upon and after such entry into and possession of the Premises without termination of this Lease, Landlord may, but need not, re-let the Premises as Tenant's agent and may, but need not, make repairs, alterations and additions in or to the Premises and redecorate, as necessary, all under the same terms and conditions as set forth in Section 12 hereof. Tenant shall on demand pay to Landlord damages and all of Landlord's expenses of re-letting as set forth and described in Section 12 hereof. If the consideration collected by Landlord from any such re-letting for Tenant's account is not sufficient to pay the amount provided in the Lease to be paid monthly by Tenant together with all such expenses, Tenant shall pay to Landlord, as damages, the amount of each monthly deficiency for the remainder of the Term. Tenant agrees that Landlord may from time to time file suit to recover any such sums falling due under the terms of this Section and that no suit or recovery of any portion due Landlord hereunder shall be a defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord except that Landlord shall not be permitted more than one recovery in the aggregate amount so due.

C. Tenant shall pay Landlord all of Landlord's costs, expenses and attorney's fees incurred by Landlord in the enforcement of the covenants and agreements of this Lease.

26. **OTHER AGREEMENTS:**

A. The headings or captions of Sections in this Lease are for identification purposes only and do not limit or construe the contents of the Sections.

B. "Landlord" as used herein shall refer to the person, partnership, corporation or trust hereinabove set forth in that capacity, and if such person be designated an agent, Landlord shall also refer to and include the principal. Obligations and duties to be performed by Landlord may be performed by any of the Landlord Parties, Landlord's agents, employees or Independent contractors. Only Landlord or Landlord's designated agent may amend or modify this Lease or Landlord's obligations hereunder.

C. All rights and remedies of Landlord under this Lease, or that may be provided by law, may be exercised by Landlord in Landlord's own name individually, or in Landlord's name by Landlord's agent, and all legal proceedings for the enforcement of any such rights or remedies, including distress for Rent, forcible detainer, and any other legal or equitable proceedings, may be commenced and prosecuted to final judgment and execution by Landlord in Landlord's own name individually, or by agent of any Landlord who is a principal.

D. Tenant agrees that Landlord may at any time and as often as desired assign or re-assign all of its rights as Landlord under this Lease.

E. The words "Landlord" and "Tenant" as used herein shall be construed to mean plural where necessary and the necessary grammatical changes required to make the provisions hereof apply to corporations or persons, women or men, shall in all cases be assumed as though in each case fully expressed.

F. The obligations of two or more persons designated Tenant in this Lease shall be joint and several. If there be more than one party named as Tenant, other than children in a family, all must execute this Lease and any modification or amendment hereto.

G. "Premises" used herein shall refer to the dwelling unit leased to Tenant.

H. Tenant's occupancy or use of any storeroom, storage area, laundry room or parking space in or about the Building shall be as licensee only and, unless specifically provided otherwise in this Lease, such license is granted without charge to Tenant and may be revoked by Landlord at any time. Tenant understands and agrees that due to the construction, location and use of such storeroom, storage area, laundry room or parking spaces, Landlord cannot and shall not be liable for any loss or damage of or to any property placed therein. Tenant should not store or leave valuable items in such areas. The termination of this Lease for any reason shall also serve to automatically terminate Tenant's right to use such storeroom, storage area, laundry room or parking spaces.

I. "Building" as used herein shall include the entire physical structure located at and about the address hereinabove stated, including machinery, equipment and appurtenances which are a part thereof, grounds, recreational areas and facilities, garages and out-buildings, and other apartment buildings which form a complex owned and operated as a single entity.

J. The invalidity or unenforceability of any provision hereof shall not effect or impact any other provision.

## RULES AND REGULATIONS

**These rules are for the mutual benefit of all tenants. Please cooperate. Violations of the Rules and Regulations may cause termination of your Lease.**

1. Tenant cannot have any pets or animals in the Premises without written consent of Landlord or Landlord's agent (which consent may be revoked upon 10 days prior written notice at any time). No animals without leash are allowed in any public area of the Building.

2. Passages, public halls, stairways, landings, elevators and elevator vestibules shall not be obstructed or be used for play or for any other purpose than for ingress to and egress from the Building or apartments, nor shall any person be permitted to congregate or play in or around the common interior areas of the Building. All personal possessions must be kept in the Premises or in other storage areas if provided.

3. All furniture, supplies, goods and packages of every kind shall be delivered through the rear or service entrance, stairway or elevator.

4. Carriages, velocipedes, bicycles, sleds and the like shall not be allowed in the lobbies, public halls, passageways, courts or elevators of the Building and are to be stored only in places designated for their storage by Landlord or Landlord's agent.

5. Laundry and drying apparatus shall be used in such a manner and at such times as Landlord may clearly post in such area. Clothes washers and dryers, and dishwashers, unless installed by Landlord cannot be kept or installed in the Premises or the Building.

6. The use of garbage receptacles or Incinerators shall be in accordance with posted signs and only garbage and refuse wrapped in small, tight parcels, may be placed in garbage receptacles or incinerator hoppers. Aerosol cans or inflammable materials shall be placed in

garbage receptacles or dropped into the incinerator only as so posted. They are highly explosive.

7. No sign, signal, illumination, advertisement, notice or any other lettering, or equipment shall be exhibited, inscribed, painted, affixed or exposed on or at any window or on any part of the outside or inside of the Premises or the Building without the prior written consent of Landlord.

8. No awnings or other projections including air conditioners, television or radio antennas or wiring shall be attached to or extend from or beyond the outside walls of the Building.

9. Tenant shall not alter any lock or install a new lock or a knocker or other attachment on any door of the Premises without the written consent of Landlord.

10. No noise, music or other sounds shall be permitted at any time in such manner as to disturb or annoy other occupants of the Building.

11. No waste receptacles, supplies, footwear, umbrellas or other articles shall be placed in the halls, on the staircase landings, nor shall anything be hung or shaken from the windows or balconies or placed upon the outside window sills.

12. The water closets, basins and other plumbing fixtures shall not be used for any purpose other than for those for which they were designed; no sweepings, rubbish, rags or any other improper articles shall be thrown into them. Any damage resulting from misuse of such facilities shall be paid for by Tenant.

13. There shall be no cooking or baking done in or about the Premises except in the kitchen. Cooking on a barbeque or other similar equipment on a porch, terrace, or balcony is expressly forbidden.

14. If Landlord provides television master antenna hookup, at the option of Landlord, only Landlord's authorized agent shall install Tenant's television set to master antenna and Tenant agrees to pay installation cost and annual maintenance fee. Tenant shall permit access to disconnect hookup for nonpayment. Tenant agrees to pay \$100.00 as liquidated damages to Landlord's authorized agent for each illegal hookup in the Premises.

15. No furniture filled with a liquid or semi-liquid shall be brought in or used in the Premises unless contained in proper frame and liner.

16. Except as otherwise required by applicable law, Landlord shall have no obligation to cause or allow cable television service or internet to be installed in the Building or the

Premises. In the event that cable television service is provided in the Building or the Premises, Tenant understands and agrees that (a) Landlord cannot and shall not be liable to Tenant for any damage suffered by or to the person or property of Tenant due to improper or inadequate cable television or internet installation or reception, (b) Landlord shall have no obligation or responsibility to collect any fee on behalf of any provider of cable television service or internet, and (c) Tenant shall provide access to the Premises at all reasonable hours to allow the installation, repair or maintenance of the cable television or internet equipment in the Building or the Premises.

17. If the Premises is part of a condominium building or co-op, the rules and regulations of the condominium association and/or co-op board shall apply to the Premises as if fully set forth in this Lease.

### GUARANTY

In consideration of One Dollar (\$1.00) to the undersigned in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of Rent and the performance by Tenant, Tenant's heirs, executors, administrators, successors and assigns of all covenants and agreements of this Lease. Any assignment of the Lease or subletting of the Premises shall not release the undersigned Guarantor from any obligations hereunder, unless Landlord expressly consents to such release of the undersigned Guarantor in writing at the time Landlord consents to such assignment or subletting. If more than one party executes this Guaranty, then each undersigned Guarantor shall be joint and severally liable for all obligations of Tenant hereunder.

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Name Date

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