



LEASE

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT	SECURITY DEPOSIT
	BEGINNING	ENDING		
Tenant:			LANDLORD:	
			LANDLORD'S MANAGEMENT CO.: CHICAGO APARTMENT MANAGEMENT, LLC 914 N. HONORE, CHICAGO, IL 60622 p: (312) 560-2323 f: (773) 439-2142 www.chicago-apartment-management.com info@chicago-apartment-management.com	
			LANDLORD'S MAINTENANCE ASSISTANT: ROCCO CORBINO (773) 592-4320 maintenance@chicago-apartment-management.com	
ADDITIONAL COVENANTS AND AGREEMENTS:				

FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the property identified above (the "Premises"), together with the appurtenances thereto, for the term specified above.

1. **Rent.** Tenant shall pay the monthly rent set forth above to the Landlord's Management Co. on or before the first day of each and every month in advance at Landlord's address stated above or such other address as Landlord may designate in writing. The time of each and every payment of rent is of the essence of the Lease.
2. **Late Charges.** The monthly rent shall be increased \$10.00 per month for the first \$500.00 in monthly rent plus five 5% percent per month for any amount in excess of \$500.00 in monthly rent if paid after the fifth of the month. Rent shall be considered received, if mailed, on the date of receipt.
3. **Security Deposit.** Tenant has deposited with Landlord the security deposit as set forth above, to be retained by Landlord to ensure that Tenant shall fully perform each and every term and obligation provided in this Lease. This Lease constitutes receipt of the security deposit as required pursuant to the Illinois Landlord Tenant Ordinance. If this Lease renews a prior lease between Landlord and Tenant, then Tenant acknowledges and agrees that rather than receiving its annual interest on the security deposit and then having to pay an increased security deposit, that any accrued interest to date shall be considered additional security deposit and Tenant hereby waives any claim for non-payment of such interest at renewal. If Tenant fully performs each and every obligation as provided in this lease and pays all sums due to Landlord, then Landlord, after the Tenant has surrendered possession of the Premises as required hereby and has delivered the keys thereto, shall refund said deposit to Tenant, including interest as is provided by law. If Tenant has failed to perform or comply with any of the provisions in this Lease, then Landlord shall deduct any damages from the security deposit. The security deposit shall not be treated as an advance payment of rent, and Tenant may not apply the security deposit as rent.
4. **Possession.** If Landlord cannot give Tenant possession on the date fixed for commencement of the term, Landlord shall not be deemed to be in default and shall not be liable to Tenant for damages, nor shall the Term be affected, except the rent shall be abated until such time as the Premises are available for Tenant's occupancy.
5. **Application.** The Tenant's application and all the representations contained therein are incorporated as a part of this Lease. Tenant warrants that all the information contained in the application are true, and that if any of said information is false, Landlord may terminate this Lease.
6. **Condition of the Premises.** Tenant has examined the Premises prior to accepting same and prior to the execution of this Lease, and Tenant accepts same in "as is" condition except as specifically provided herein. Tenant is satisfied with the physical condition thereof, including but not limited to the heating, plumbing, smoke and carbon monoxide detectors and taking possession shall be conclusive evidence of Tenant's receipt thereof in good order, repair and good working order. No promises as to condition or repair have been made by Landlord or its agent which are not contained herein, have been made by Landlord or its agent. TENANT ACKNOWLEDGES THAT THIS IS AN OLDER APARTMENT AND BUILDING, WHICH MAY CONTAIN LEAD PAINT. TENANT SHALL TAKE ANY ACTION TENANT DEEMS NECESSARY TO AVOID CONSUMPTION OF PAINT BY TENANT OR ITS FAMILY MEMBERS OR INVITEES.
7. **Tenant to Maintain.** Tenant shall keep the Premises and the fixtures and appliances therein in a clean, slightly and healthy condition, and in good repair, and in accordance with any and all ordinances in such cases made and provided, at Tenant's own expense, and upon the termination of this lease, for any reason, shall yield and return the same back to Landlord in as good condition of cleanliness and repair as at the date of the execution hereof, reasonable wear and tear excepted.

Tenant shall make all necessary repairs to the Premises whenever damage to the same has occurred or repairs are required due to Tenant's conduct or neglect, and shall replace all broken glass and fixtures. Upon Tenant vacating the Premises, if the Premises are not in good repair and in a clean, sightly and healthy condition, Landlord or its agents may replace the Premises in the same condition of repair, sightliness and cleanliness as existed at the date of execution of this Lease; Tenant agrees to pay Landlord for all expenses incurred by Landlord, plus Landlord's overhead, in replacing the Premises in that condition. Tenant shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities, or any other portion of the Premises.

8. **Use of Premises.** The Premises shall be occupied solely for residential purposes by Tenant and only those persons listed in the Application for the Lease. Neither Tenant nor any persons residing with or visiting Tenant shall suffer, perform or permit any act or practice that may cause an infestation of bugs, vermin or otherwise damage the operation thereof, or be disturbing to other tenants, be illegal, immoral, or increase the rate of insurance on the Building. Tenant shall be responsible for the conduct of all persons residing with, or visiting Tenant. Tenant shall not keep or do anything in the Premises which shall cause any increase or cancellation of Landlord's insurance for the Building.
9. **Sublet or Assignment.** Tenant shall not sublet the Premises or any part hereof, nor assign this Lease, without, in each case, prior written consent of Landlord which consent shall not be unreasonably withheld. Landlord shall accept a reasonable sublease as provided by ordinance. Any and all sublet or assignment rent in excess of the Rent shall be paid to Landlord.
10. **No Alterations.** Tenant shall not make any alterations to the Premises nor install any appliances, locks or other equipment of any kind without the prior written consent of Landlord.
11. **Access.** Tenant shall not unreasonably withhold consent to the Landlord to enter the apartment at reasonable times for reasonable purposes as provided by statute or Ordinance. Landlord shall have the right of immediate access without notice in case of emergency or repair elsewhere in the building, unexpectedly requires access to Tenant's Premises. Tenant's failure to provide such access shall be deemed a breach of this lease. Landlord may place upon the Premises, signs of "For Sale" and "For Rent" and Tenant will not interfere with same.
12. **Heat and Water.** Landlord shall furnish hot and cold water and if heating is under the control of the Landlord, shall also furnish heat in reasonable amounts at reasonable hours to the extent required by statute or Ordinance except when prevented by causes beyond Landlord's control or when the water and heating system are being repaired. Tenant shall at all times maintain the temperature at a minimum of 45 degrees and shall be responsible for all damages resulting from the failure to do so.
13. **Right to Relet.** If Tenant shall remove a substantial portion of its personal property or otherwise abandon or vacate the Premises, the Landlord may immediately relet the Premises as provided by Ordinance; or if the Premises become vacant by reason of Tenant's breach, or if this Lease has been terminated by reason of Tenant's breach, or if Tenant has been evicted, Landlord may re-let the Premises, and Tenant shall be liable and pay for the expenses of reletting and losses to the end of the term or as provided by Ordinance. Tenant's obligation to pay rent during the term or any extension thereof shall continue and shall not be waived, released or terminated by the services of a five-day notice, demand for possession, notice of termination of tenancy, the filing of a forcible entry and detainer action, or judgement for possession, or any other act resulting in the termination of Tenant's right of possession.
14. **Forcible Detainer.** If Tenant defaults in the payment of rent or any part thereof, Landlord may distrain for rent and shall have a lien on Tenant's property for all monies due Landlord, or if Tenant defaults in the performance of any of the covenants or agreements herein contained, Landlord or its agents, at its option, may terminate this Lease, and, if abandoned or vacated, may re-enter the Premises. Non-performance of any of Tenant's obligations shall constitute a default and forfeiture of this lease, and Landlord's failure to take action on account of Tenant's default shall not constitute a waiver of said default.
15. **Notice.** Any demand or notice may be served by delivering a copy to the Tenant, or by leaving the same with some person above the age of twelve years, residing on or in possession of the Premises; or by sending a copy of said notice to the Tenant by certified mail, return receipt requested, or by posting the same on Tenant's door to the Premises, if no one is in actual possession of the Premises, or if Tenant has provided Landlord with an internet address, by email. Tenant's use of email to communicate with Landlord and/or Tenant's registration into Landlord's internet web page shall constitute an agreement by Tenant that email to Tenant constitutes sufficient notice under all laws, Ordinances and statutes, including, but without limitation, notice of default.
16. **Fire and Casualty.** If the Premises shall be rendered untenable by fire or by other casualty, the Landlord shall not be obligated to restore the Premises and tenant may terminate this Lease as provided by statute or Ordinance. In no event shall Landlord be responsible for any and all personal injury or property damage relating to any fire, water damage, water infiltration, leaks, back flows, flooding, water back up or any other casualty or water damage relating to the Premises or the Building, regardless of the cause. Tenant shall be solely responsible for its personal property and any insurance thereon.
17. **Dishonor.** In the event that Tenant's rental payment is dishonored when negotiated by Landlord or its agents, Landlord shall have no obligation to redeposit same, and reserves the right to demand that all future rental payments be made by money order or certified funds. Tenant shall pay Landlord the sum of \$25.00 as additional rent for any dishonored payment.
18. **Surrender of Premises and Return of Possession.** At the termination of this Lease, by lapse of time or otherwise, Tenant shall yield up and surrender immediate possession to Landlord, and deliver all keys to Landlord or its agent. If Tenant fails to vacate the Premises upon termination, Tenant shall pay a sum equal to double the amount of rent herein set forth as liquidated damages for the time that possession is withheld; and
 - (a) Landlord may, by giving Tenant written notice thereof, extend the term of this Lease upon all the terms and conditions herein for one year, but with a rental of 20% greater than the rental contained herein; or
 - (b) If Landlord fails to provide written notice to Tenant of Landlord's election under (a), Tenant shall become a month-to-month tenant, upon all the terms and conditions contained herein, with a rental increase if 20%. Tenant shall also compensate Landlord for any and all damages incurred by Landlord by virtue of Tenant's failure to vacate the said Premises in accordance with the terms of this lease. The payment or acceptance of rent after expiration of the Lease shall not extend this Lease.
19. **Eminent Domain.** If the whole or a substantial portion of the Premises is condemned by any competent authority for any public use or purpose, this Lease shall be terminated.
20. **Parties and Obligations.** The words "Landlord" and "Tenant" when used in this Lease shall be construed to be plural if more than one person comprises either party to this Lease, and each shall be jointly and severally obligated to perform all of the terms and conditions of this Lease. For purposes of this Lease, the term "Landlord" shall include Landlord's Management Co.
21. **Legal Expenses and Interest.** Tenant shall pay all costs, expenses and attorneys fees which shall be incurred or expended by Landlord due to Tenant's breach of the covenants and agreements of this Lease, to the extent provided for by law, Court rules, statute or Ordinance, regardless of whether Landlord's attorney is affiliated or related to Landlord or Landlord's Management Co. In addition, Tenant shall pay past-due interest on any amounts expended by Landlord resulting from, arising out of or in any way relating to a Tenant default at a rate equal to the lesser of twelve (12%) percent per annum or the highest rate allowed by law.

22. **Smoke and Carbon Monoxide Detectors.** Tenant acknowledges that at the time of obtaining initial possession of the Premises, all smoke and carbon monoxide detectors required to be installed in the Premises have been installed, are in good working order and have good and adequate energy supply. Tenant agrees to repair and maintain the smoke and carbon monoxide detector devices including verifying the adequacy of the energy source from time to time and replacement of that energy source when needed.
23. **Binding on Heirs.** All covenants contained herein shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, assigns and successors.
24. **Remedies Cumulative.** The Landlord's rights and remedies under this Lease are cumulative. The exercise of any one or more thereof shall not exclude nor preclude Landlord from exercising any other right or remedy.
25. **Severability Clause.** If any clause, provision or portion of this Lease shall be ruled invalid or unenforceable, said decision shall not invalidate nor render unenforceable the remainder of this Lease.
26. **Storage.** Landlord shall not be obligated to provide Tenant storage. If and to the extent that Landlord does provide storage hereunder, Landlord shall not be liable for any loss or damage of or to any property placed in any common areas, storeroom or any storage place in the Building; such areas for storage, if any, that may from time to time be furnished gratuitously but not as part of the obligation of this lease. Landlord has no continuing duty whatsoever to provide storage space outside of any apartment even when a storage space may have been previously provided.
27. **Insurance.** Landlord is not an insurer of Tenant's property. Tenant shall carry sufficient insurance to insure all of Tenant's property located on Landlord's Premises.
28. **Subordination.** Tenant will not do any act which shall encumber Landlord's title to the Premises, and if Tenant causes a lien to be placed on the title, or premise, Landlord may discharge the lien and Tenant will reimburse Landlord the amount Landlord expended. This Lease shall not be recorded by Tenant and is, and shall be, subordinate to any present or future mortgages now, or hereafter, placed on the Premises.
29. **Rules and regulations.** Tenant shall observe and abide by the Rules and Regulations set forth in this Lease, and agrees to be bound by and comply with any further reasonable rules and regulations as may be established by the Landlord.
30. **Estoppels.** Tenant agrees that within ten (10) days of any request therefor, Tenant shall provide Landlord with a written certification confirming the terms hereof, certifying that the Lease has not been modified, that Landlord is not in default hereof, and such other matters as shall be reasonably requested by Landlord.
31. **Miscellaneous.** Attached to this Lease is a copy of a summary of Chicago's Residential Landlord and Tenant Ordinance and Lead Paint Disclosure. This Lease contains the full and complete agreement of the parties, and no prior or contemporaneous oral agreements have been made between the parties. The captions hereof are for convenience only and do not limit or amplify the terms hereof. Any failure by Landlord to insist upon strict compliance with any term, condition or right of Landlord hereunder or pursuant to law, statute or ordinance shall not act as a waiver thereof without a written waiver signed by Landlord. Landlord shall not be responsible for any delay or failure in complying with any term or condition hereof or pursuant to law to the extent such delay is caused by actions or failures to act by third-parties, including, but without limitation, other tenants in the Building, shortages of material or labor, acts of God, incimate weather or other conditions beyond Landlord's reasonable control.
32. **Rules and Regulations.** The following are the Rules and Regulations applicable to the Lease, which such Rules and Regulations may be amended, modified or supplemented from time to time by Landlord:
 - (a) No dogs, cats, or other animals shall be kept or allowed in the Premises except with the Landlord's prior consent, and subject to the conditions set forth in any such consent. No animals are permitted without a leash in any public areas of the Premises.
 - (b) No additional locks or other similar devices shall be attached to any door without Landlord's written consent. Nor shall Tenant be entitled to change any lock without Landlord's prior written consent. The installation of any metal gates or bars on any doors or windows by the Tenant is expressly prohibited. Tenant shall pay for repair all damage caused by the removal of Tenant's installation of any such matter, and failure to do so shall constitute a breach of this lease, and Landlord shall be entitled to terminate the Lease, or right of possession, and shall be entitled to, actual damages, costs and attorney's fees therefor.
 - (c) Tenant shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the Premises any inflammable fluids or materials which may be hazardous to life or property.
 - (d) Hallways, stairways and elevators shall not be obstructed or used for any purpose other than ingress and egress from the Building, nor shall children be permitted to play in the common areas, nor shall Tenant place or store any items in the hallways or common areas of the Building.
 - (e) No musical instrument shall be played and no radio or television set shall be operated at any time in such manner as to disturb or annoy other occupants of the building, nor shall other noises be made which will disturb or annoy any occupants of the building. Operation of electrical devices which interfere with radio or television reception is not permitted.
 - (f) All moving and delivery shall be through the rear entrance, stairway or service elevator at hours designed by Landlord.
 - (g) Tenant shall maintain the smoke and carbon monoxide detectors, and shall test the energy source therefor from time to time and replace the energy source when necessary.
 - (h) Tenant shall not install or maintain a washer, dryer, dishwasher or any other appliance on the Premises without Landlord's prior written consent. Tenant shall not run water for an unreasonable length of time. Tenant shall use the facilities provided for only the uses for which they were intended, and for no other purpose.
 - (i) Tenant shall only cook in the kitchen and shall not barbecue on porches or balconies.
 - (j) Washrooms shall not be used for any purpose other than that for which they are designed, and no rubbish, rags, or injurious items shall be placed in plumbing facilities or receptacles.
 - (k) Tenant shall not place nor permit any article, antenna or satellite dishes outside of the windows, on the exterior walls, or on the roof of the Building or Premises.
 - (l) All garbage or refuse shall be securely wrapped and placed in the incinerator or garbage container, shall not be allowed to accumulate within the Premises or Building.
 - (m) Landlord reserves the right to approve or disapprove of the location for any window air conditioning units. In addition, all window air conditioning units shall be removed from the windows in the fall.

Water beds are not permitted in the Premises without Landlord's written consent.

Tenant shall not interfere in any manner with the heating or lighting or other fixtures in the Building nor run extension cords or electrical appliances in violation of the Building Code.

(p) Tenant shall not solicit, canvass nor conduct any door to door activities on the Premises.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on their behalf by causing their authorized agents to sign where indicated below.

LANDLORD

TENANT:

By: Landlord's Management Co.:
