

SUMMARY OF RIGHTS FOR SAFER HOMES

Landlords (owners of the building or someone working for them to rent residences) are required under Illinois law to give this summary to all Illinois housing tenants as the first page of their written lease, whether the lease is new or a renewal. Access, download, or translate this summary on the Illinois Department of Human Rights website at dhr.illinois.gov/safer-homes.

If you or a member of your household are a survivor of domestic violence, dating violence, sexual assault, or stalking, you have special rights relating to your housing to make you safer.

- 1) Under the Illinois Safe Homes Act, you have the right to end your lease early and not pay future rent when you move from your rental place because of a threat of domestic violence or sexual violence.
 - To end your lease early, you must give written notice that you are leaving to your landlord before or within three days of permanently leaving (for example, by removing all of your belongings and turning over your keys to the landlord or property manager) or have left your rental place because you are under an imminent threat of domestic violence or sexual violence there. You can also end your lease early by written notice and documentation because sexual violence occurred at your rental place within the last 60 days or later, if circumstances prevented you from telling the landlord sooner.
 - You are responsible for paying rent for the period prior to providing written notice and then permanently leaving, but you are not responsible for future rent after that and cannot be charged an “early lease break fee.” Your landlord should also return your security deposit if there is no previous unpaid rent or damage to your rental place beyond normal wear and tear.
- 2) You also have the right to change your locks to prevent further domestic violence or sexual violence at your rental place.
 - To exercise this right, you need to provide written notice to the landlord that you are under an imminent threat of domestic or sexual violence; the landlord must change or give you permission to change the locks within 48 hours of your notice, at your reasonable expense. If your landlord does not change the locks within 48 hours, you can change the locks and give your landlord the new key within 48 hours.
- 3) Your landlord will be liable to you for your actual damages up to \$2,000 and reasonable attorney’s fees if they disclose to a prospective landlord that you used the Safe Homes Act or share any information you provided when using the Safe Homes Act.

Learn more about the Safe Homes Act (765 ILCS 750) from Illinois Legal Aid at ilao.info/dvleases

Each tenant acknowledges receipt of this Page 1 of this Summary by signing below and should retain a copy for their records. See also and Sign at bottom of p. 2-4.

4) If your landlord tries to evict you, and the eviction is based upon you or a household member experiencing domestic violence, dating violence, sexual assault, or stalking, you may be able to stop the eviction.

You cannot be evicted solely because:

- You or your household members are a victim of an actual incident of domestic violence, dating violence, sexual assault, or stalking
- You or your household members received threats of domestic violence, dating violence, sexual assault, or stalking
- Criminal activity in the form of domestic violence, dating violence, sexual violence, or stalking against you or a member of your household
- You did not knowingly consent to a person entering your rental place that the landlord had barred, or if the barred person is permitted by court order to enter your rental place

When asserting any of these defenses to eviction you must provide at least one form of evidence of your status (such as medical, court or police records, or a statement from a victim services organization that you sought help from).

The landlord may still be able to evict you if they prove that your continued presence in your rental place poses an actual and imminent threat to others there.

It is recommended that you seek legal assistance if facing an eviction action.

5) A landlord cannot discriminate against you under the Illinois Human Rights Act because you have an order of protection, a stalking no contact order, or a civil no contact order.

The Illinois Human Rights Act protects against discrimination, harassment, and retaliation in housing based on certain protected categories. A housing provider cannot refuse to rent to you, refuse to make repairs, or charge you additional fees because you have protections under any of the above court orders. Possible remedies include your actual damages and attorney's fees. If you are using a federal housing subsidy, you have additional protections under the Violence Against Women Act (VAWA) (42 U.S.C. Ch. 136, Subchapter III), which prevents housing providers from denying housing due to domestic violence, dating violence, sexual assault, and stalking.

Each tenant acknowledges receipt of this Page 2 of this Summary by signing below and should retain a copy for their records. See also and Sign at bottom of p. 3-4.

You can file a charge of housing discrimination with the Illinois Department of Human Rights within one year after the discrimination occurred or with the appropriate circuit court not later than two years from the date of the last discrimination.

For more information on filing a charge of housing discrimination under the Illinois Human Rights Act, visit dhr.illinois.gov/filing-a-charge/housing

- 6) Illinois prohibits counties and municipalities from creating or enforcing laws that penalize tenants who are survivors of domestic violence or sexual violence when they (or their landlord) contact police or other emergency services to prevent or respond to this conduct.

Illinois does not allow counties or municipalities to create or enforce laws that penalize tenants for:

- (1) Calling the police or emergency services to prevent or respond to domestic violence or sexual violence;
- (2) Incidents of domestic or sexual violence against a tenant, their household member, or guest at your rental place; or
- (3) Criminal activity at your rental place that is related to domestic violence or sexual violence.

If you are penalized by being evicted, terminated from your housing, or otherwise assessed fees or fines, you may file a complaint in circuit court under Section 1-2-1.5 of the Illinois Municipal Code (65 ILCS 5) & Section 5-1005.10 of the Illinois Counties Code (55 ILCS 5)

- 7) Utility companies are required to defer the initial credit and deposit requirements for a period of 60 days for a residential customer or applicant who is a victim of domestic violence

To exercise this right under Section 8-201.6 of the Public Utilities Act (220 ILCS 5/8-201), provide evidence of the domestic violence from an order of protection, a certifying letter from a medical provider or domestic violence shelter, or law enforcement personnel.

- 8) Please note that if you apply for or reside in federally subsidized housing there are additional housing rights under the Federal Violence Against Women Act (VAWA) relating to domestic violence, sexual assault, dating violence, and stalking.

Each tenant acknowledges receipt of this Page 3 of this Summary by signing below and should retain a copy for their records. See also and Sign at bottom of p. 4.

Below is a list of free legal service providers:

Ascend Justice – Legal aid organization that provides free legal representation to survivors of gender-based violence who need to break their lease or change their locks under the Safe Homes Act. Go to ascendjustice.org/finances-housing

CARPLS – Legal hotline helps low and moderate-income residents of Cook County with free legal advice and referrals to legal organizations. CARPLS provides assistance to tenants facing eviction; helps survivors with Safe Homes Act letters; and covers private and all types of subsidized housing.

- Go to carpls.org/services/cook-county-hotline
- CARPLS Legal Hotline: (312) 738-9200

Cook County Legal Aid for Housing and Debt Hotline - Provides free legal assistance for tenants facing eviction in Cook County.

- (855) 956-5763.

Eviction Help Illinois – Provides free legal help for Illinois residents facing an eviction.

- Go to evictionhelpillinois.org

Illinois Legal Aid Online – Provides free legal information and resources in English and Spanish, including easy legal forms, sample letters and referrals to legal aid organizations.

- Go to illinoislegalaid.org

Land of Lincoln Legal Aid – Legal aid organization that provides free legal representation to survivors under the Safe Homes Act and has an eviction hotline. Land of Lincoln Legal Aid has five offices and four satellite offices that serve 65 counties throughout central and southern Illinois.

- Go to lincolnlegal.org/apply-for-legal-services
- Eviction Hotline: (855) 601-9474
- Other housing issues, call Legal Advice and Referral Center: (618) 394-7300

Legal Aid Chicago – Legal aid organization that provides free legal representation for low-income renters in Chicago and suburban Cook County. Legal Aid Chicago has a Fair Housing Project and is a HUD enforcement agency. Legal Aid Chicago provides assistance with housing issues including: subsidized housing; breaking a lease or changing locks under the Safe Homes Act; and eviction defense.

- Go to legalaidchicago.org/get-help
- Fair Housing Intake Line: (312) 423-5909

Life Span – Legal aid organization that provides free legal services to survivors of domestic violence and sexual assault who need to break their lease or change their locks under the Safe Homes Act. Life Span provides services to survivors in Chicago and suburban Cook County.

- Go to life-span.org/get-help
- Legal assistance: (312) 408-1210

North Suburban Legal Aid Clinic – Legal aid organization that provides free legal representation for low-income renters in Lake County and north suburban Cook County who are facing eviction, need to break a lease under the Safe Homes Act, or have other landlord/tenant issues. Go to nslegalaid.org/get-help/housing

Prairie State Legal Services – Provides free legal assistance to survivors under the Safe Homes Act. Prairie State Legal Services has 11 offices located in Bloomington, Galesburg, Joliet, Kankakee, Moline, Ottawa, Peoria, Rockford, Waukegan, West Suburban (West Chicago) and Woodstock.

- Go to pslegal.org/How-To-Get-Started
- Domestic Violence Line: (844) 388-7757

Each tenant acknowledges receipt of this Page 4 of this Summary by signing below and should retain a copy for their records. Sign this last page 4 and keep this summary.



Hanging Out, LLC

1922 N Wood St • Chicago, IL 60622 (773) 384-3900

1. Residency and Financials

1.1 PARTIES AND OCCUPANTS

This Lease Contract is between you, the undersigned resident(s):

with these co-signer(s): *(if applicable)*

and **Hanging Out**, the owner/agent, 1922 N Wood St, Chicago, IL 60622, (773) 384-3900

You've agreed to rent the property located at

for use as a private residence only. Terms "you", "your", "Tenant" & "Lessee" refer to all residents listed above. Terms "we," "us," "our", "Landlord" and "Lessor" refer to the owner/agent listed. The apartment will be occupied exclusively by resident(s) listed above & any pets listed in the Pets Section.

1.2 LEASE DATES & DURATION

This lease was created on

The terms of this tenancy shall begin on _____ and shall end on Noon,

Due to city laws, you will be notified around 120 days before the end of your lease, as to your renewal options.

This lease expires at the end of its term, and there is no month-to-month provision after the expiration of the lease. Should you keep possession after the termination of the lease, without a new lease in place, you will be in a HOLDOVER, and subject to penalties for HOLDOVER detailed in this lease.

1.3 RENTS AND CHARGES

Base monthly rent:

Other Charges:
(Detailed Below)

Total charges:

Holding charges

1.4 PETS

If the monthly rent in the section labeled "RENT AND CHARGES" does not include an item for "Pet Rent" with a value greater than \$0, then you are not permitted to have pets in your apartment.

If that item is there, with a value greater than \$0, then only the pets listed below are allowed to occupy the apartment. If you have other pets, you will need to have them added to your lease, or you are in violation of your lease and will be charged as described later in the lease.

Allowed pets are listed below:

Your pet(s) **MUST BE NON-AGGRESSIVE**. We must be able to enter your unit and access every room in your unit without you being there.

1.5 PARKING

If "Parking Rent" is listed in the section labeled "RENT AND CHARGES" then you are allowed to park the cars listed below in space(s) that have been assigned to you. Each parking space will have a unique line item above. If you have just 1 spot, then there will be only 1 item with a value greater than \$0. If you have 2 spots, then there will be 2 line items with values greater than \$0. **Otherwise, you have no off-street parking.**

Vehicle info is listed below:

Please Note: This lease does not include snow plowing of the alley, driveway apron, or any other portion of the parking area. If you have been given a remote control to open the garage, you must return it upon conclusion of your lease to avoid a \$50 replacement charge. Parking does not include any electricity accept to operate the garage door and lights. It is prohibited to charge electric cars with electricity from the garage.

1.6 SECURITY DEPOSIT

NO security deposit has been received by the landlord. In the event that the Tenant has failed to perform or comply with any of the provisions in this Lease, including proper cleaning of the premises, the Landlord shall have the right to charge the tenant, as rent, for any costs required to restore the unit to the proper condition, including cleaning or repairs not related to wear and tear. This invoice must be paid within 30 days by the Tenant or the invoice will be submitted to a collection agency, which may have an adverse effect on the tenant's credit score.

1.7 UTILITIES

Utilities, excluding water, sewer and trash disposal, are the responsibility of the Tenant and it is their responsibility to have all utilities, **specifically gas and electricity**, placed in their name no later than the day that they receive their keys. If Tenant does not put service in their name, it will be disconnected, and most likely there will be a service charge to turn it back on. Without these services, there may be no electricity and no heat or A/C, water, lights, etc. **Should any damage to the apartment result from lack of service, the Tenant will be liable for all repair costs.** Should you turn off services, that will indicate to us that you have abandoned the apartment and moved out. If you turn off services to your apartment before the end of your lease, and damage occurs, you will be liable.

Com Ed (<https://www.comed.com>), **800-334-7661** is the electric company which provides electricity and power for air conditioning

Peoples Gas (<http://www.peoplesgasdelivery.com>), **866 556-6001** is the gas company which provides gas for heating, water and cooking.

You are not allowed to mount any satellite dishes on our buildings. If you install a dish, you must pay \$250 in advance for us to remove it at the end of your term. If not paid, we will immediately remove the dish from the building.

You will pay for those utilities, related deposits, and any charges, fees, or services on such utilities. We do not guarantee or warrant that there will be no interruption of utility service. You should contact the utility service provider in the event of an interruption of service. We cannot be liable for any losses due to lack of service from utility company providers.

Landlord shall furnish cold water except when prevented by causes beyond Landlord's control. If the Premises contains separate heating and/or hot water fixtures, then Landlord's sole obligation shall be to provide Tenant said fixtures in good operating conditions at the inception of the tenancy, and Tenant shall be responsible for the utility costs for operation thereof. **Tenants shall at all times maintain the temperature at a minimum of 60 degrees (including when on vacation) and shall be responsible for all damages resulting from the failure to do so.** (Frozen and burst water pipes are the most common damage.)

Tenants are responsible for all batteries in their apartment, which may include but are not limited to thermostats, smoke or carbon monoxide detectors, remotes and alarms. Tenants are also responsible for all light bulbs in their apartments.

1.8 INTERNET SERVICE

We provide subsidized fiber optic internet service and Wi-Fi delivered by RCN/Astound to all buildings except for 1618 Marshfield where the service is rooftop wireless and provided by Zentro.

If at any point your account has a non-zero balance for 5 consecutive days, we will disable this service and remove your equipment

We do not guarantee or warrant that there will be no interruption of utility service. You should contact the utility service provider in the event of an interruption of service. You will be responsible for paying for any install or service fees from the provider.

1.9 BUNDLED SERVICES FEE

The Bundled Services Fee is for apartment services including but not limited to:

Free internet service; online tenant portal for maintenance & free eCheck payments; free credit reporting; janitorial & maintenance service; after hours emergency service; upkeep & cleaning of common areas; landscaping & snow removal; HVAC maintenance & filter replacement; water, sewer, trash & recycling services; and where applicable – free public laundry, hot water, attic storage or basement storage.

1.10 INSURANCE

Building insurance is through the Pillar Corporation, 1504 Spencer Road,

New Lenox, IL 60451. However, Landlord is not an insurer of Tenant's property. Tenant shall carry sufficient renter's insurance for situations like refrigerators failing, or flood coverage for when the city sewers back up, to insure any and all Tenant's property located on Landlord's premises.

Tenant is required to obtain renters insurance! Landlord is not responsible or liable for Tenant's property for any reason.

It is understood that all of Tenant's personal property in the apartment and elsewhere in the building shall be stored at Tenant's risk. Landlord does not insure Tenant's personal property against loss for any reason. Tenant agrees that it is their responsibility to have renter's insurance in place prior to moving into the apartment, maintain such insurance during the term of the Lease, and name the Landlord as an additional insured.

If the tenant does not provide proof of insurance or fails to maintain insurance at any time during term of the lease, it shall be a material lease violation and the landlord may terminate the lease and/or procure insurance and charge back the costs and administrative fees.

1.11 AGREEMENT

In consideration of the mutual agreements and covenants herein stated, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for a private dwelling, the Apartment designated above, together with the fixtures & appliances belonging thereto, for the above term.

All parties listed above as Landlord and Tenant are herein referred to individually or collectively as Landlord (Lessor) and Tenant (Lessee) respectively.

The Tenant agrees that apartment is to be occupied only by the people who have signed this lease and there are to be no pets living there unless that pet is included in the lease. There is a severe financial penalty for having a non-approved tenant(s) or pet(s) in your apartment.

1.12 SERVICE OF PROCESS

Person authorized to Act on Behalf of Owner for the Purpose of Service of Process and Accepting Notices:

R Pearl: (773) 384-3900, Hanging Out, LLC, 1625 N Campbell, Chicago, IL 60647

By signing here, you acknowledge and agree to the terms in **SECTION 1**:

2. Rules and Regulations

2.1 RENT

Tenant shall pay, without demand, to the Landlord or Landlord's agent the monthly rent set forth above, on or before the first day of every month in advance. The time of each and every payment of rent is of the essence of the Lease. All sums due and payable under this lease shall be deemed to be rent. Rent payments must be made online to avoid paper check processing fee.

Our software may automatically report rental payment data to credit agencies.

2.2 LATE CHARGES

Rent is due on the **1st of the month** and is considered late if not received by the 1st of the month. Rent, if not paid electronically, shall be considered received on the date of receipt, not the date of mailing. If the rent is late, the rent for that month will increase by \$10 for the first \$500 in monthly rent plus 5% of any amount in excess of \$500 in monthly rent.

2.3 NON-SUFFICIENT FUNDS (NSF)

If your rent payment is not honored for any reason, you will be charged the Non-Sufficient Funds fee in addition to all late fees; both fees shall be considered additional rent and due immediately.

2.4 ADDITIONAL FEES

Late Fee: **\$10 + 5% over \$500**

Non-Sufficient Funds: **\$50 + Late Fee**

Paper check processing fee: **\$25**

Lock Out Fee: **\$100 (see Lock Outs section)**

Tenant Substitution Fee: **\$250**

Lease Break Fee: **\$500**

2.5 PROPERTY SECURITY

To the extent allowed by law, Tenant acknowledges and agrees that Landlord is not responsible for providing any security to the Property and is not responsible or liable for the criminal, intentional or negligent acts or omissions of any other party, including any other tenants, occupants, guests, service providers, agents, contractors or other invitees of Tenant or of other tenants of the Property.

If you have anything valuable in or around the property, like a bicycle or BBQ or whatever, be sure to secure it to something sturdy. Anything left outside or even in a garage is a target for thieves. Be sure it is securely locked to a solid structure and not just a picket on a railing that can be easily broken.

If your apartment seems to have an alarm system, you can email us with a 4-digit code, and we can check to see if the system will still function. These systems are old and we do not guarantee it will work, and should it fail, we will not replace it. If you are truly concerned about the quality of the alarm system, we recommend buying one on your own. You can ask us for recommendations.

WE HIGHLY RECOMMEND YOU BUY RENTERS INSURANCE.

2.6 CONDITION OF THE PREMISES / ADMINISTRATIVE FEE

Tenant's taking possession of the Premises shall be conclusive evidence of Tenant's receipt of the Premises in good condition except as otherwise specified, in writing, in the Lease. The Tenant agrees that no representations as to condition or repair have been made by the Landlord or his agent, nor any promise to decorate, alter, repair or improve the Premises unless expressly written in this Lease. Concurrently with the execution of this Lease, Tenant has paid an administrative fee to Landlord to cover the administrative expense and labor associated with a new tenant such as preparing leases and attachments, managing all necessary paperwork and disclosures, commissions, and general wear & tear on the apartment and the building during move in / move out. Such administrative fee is fully earned by Landlord, is not a security deposit and will not be returned to Tenant.

2.7 TENANT PAYMENTS AND RESPONSIBILITIES

1. All Rent.
2. All collection fees, late charges or other costs related to late Rent.
3. All costs for repairs, replacement cleaning, locks or other charges as incurred or as provided for in the Lease and this Rider.
4. All preparation and delivery costs for tenant notices (not less than \$75 per notice).
5. All monies owed by Tenant to Landlord arising from this Lease or any parking lease or license between Tenant and Landlord.
6. Damage charges in stairs or hallways incurred during moving.
7. All costs and expenses (including Landlord's attorneys' fees) incurred by Landlord in attempting to enforce the provisions of the Lease or otherwise incurred by Landlord as a result of Tenant's breach of the covenants or agreements of the Lease or Tenant's use or occupancy of the Property (to the extent allowed pursuant to the Chicago Landlord Tenant Ordinance or other applicable laws).
8. All additional garbage charges for the apartment beyond customary amounts.
9. All utility bills for the apartment, unless specified otherwise in the Lease (not including any common area utility charges).

2.8 LIMITATION OF LIABILITY

Except as provided by state or local law or ordinance, Landlord shall not be liable for any damage (a) occasioned by failure to keep Premises in repair; (b) for any loss or damages of or to Tenant's property wherever located in or about the Building or Premises, or (c) acts or neglect of other Tenants, occupants or others at the Building.

2.9 USE OF PREMISES

The premises shall be occupied solely for residential purposes and only by Tenants listed on this lease. You may not rent out your apartment in any manner to someone not on your lease without express consent from the Landlord. (Airbnb & similar rentals are expressly prohibited).

If it has been determined that a rental to a person not on the lease has occurred, then the Tenant will be charged for each occurrence a **\$600 per month fee** for violation of the lease. Additionally, having an unauthorized rental is grounds for lease termination.

Any person or child or pet that is not on the lease and is an overnight visitor for more than 2 consecutive nights or more than 5 days in a calendar month, without the written consent of the Landlord, shall be considered an unauthorized occupant. The Tenant will be charged for each occurrence a **\$600 per month fee** for violation of the lease. Additionally, having an unauthorized occupant is grounds for lease termination.

Neither Tenant nor any persons residing with or visiting Tenant shall suffer, perform or permit any act or practice that may damage the reputation of the Building or be injurious or disruptive to the Building and operation thereof, or be disturbing to other Tenants, be illegal, or increase the rate of insurance on the Building. Tenant is responsible for the conduct of all persons residing within or visiting Tenant.

Tenant will occupy and use the Property during the term only as Tenant's private residence and for no other purpose. This provision expressly excludes and forbids such uses as (a) the keeping of roomers, lodgers and borders; (b) the sale or barter of merchandise; (c) the carrying on or conducting of any trade, profession, business, school, course of instruction or entertainment; and (d) the teaching of instrumental or vocal music, dramatics, gymnastics or dancing. In addition,

Tenant will not make or permit any use of the Property (a) which directly or indirectly is forbidden by public law, ordinance or government regulation, (b) which is dangerous to life, limb or property, (c) which tends or will tend to injure the reputation of the Property or the Landlord, (d) which will disturb any other tenant or the Property or the residents of the neighborhood, (e) which may or could increase the premium cost of or invalidate any policy of insurance carried on the Property or covering its operation or (f) smoking.

No material changes shall be made to the apartment without written consent of the Landlord. This includes interior decorating such as painting and wallpapering. The Tenant shall not affix anything to kitchen cabinets, appliances or vanities.

2.10 PROPERTY UPKEEP

During the winter months, Tenant will lower and close all storm windows in the unit. Tenant will install a shower curtain for the purpose of protecting the walls which surround the tub. Tenants are responsible for changing and replacing light bulbs. The Landlord is not responsible for providing shades for the unit. Tenants shall use a cutting board and agrees not to cut directly on the countertops. Charges for excessive maintenance above and beyond normal wear and tear will be charged to the Tenant. Any damage to the apartment caused by the Tenant and repaired by the Landlord during the term of the Lease will be charged to the Tenant. The Tenant will be presented with a bill which is made payable with the subsequent month's Rent.

2.11 NO DISTURBANCE OF OTHER TENANTS

No noise or music shall be permitted at any time which in any way disturbs other occupants of the Property. In the event of complaints from other residents or neighbors, the Tenant will be subject to eviction procedures as set forth by local ordinance.

The Tenant agrees not to play radios, televisions, stereo equipment, any musical instruments, or make any other noise at a volume that will disturb other Tenants or occupants in the Building.

2.12 NON-SMOKING APARTMENT

No smoking is permitted in the apartment or anywhere inside the building common spaces. If it is determined that smoking occurred in the apartment, the Tenant will be charged the cost to repaint the apartment, clean the carpets, and any other necessities to remove the smell from the apartment.

You will be charged a \$100 fee, for each smoking occurrence in the apartment.

2.13 PETS

No pets are permitted without the written consent of the landlord. If an animal is brought into the leased premises without consent, Tenant shall pay Landlord **\$50** per day as liquidated damages for each day the animal was or continues to be on the leased premises. Any pet must be included in the lease in the pet section. If the name and breed of the pets are not listed in the lease, and those pets are in the apartment, then those pets are in violation of the lease.

Your pets must be non-aggressive. We must be able to enter the apartment and access every room in your apartment without you being there.

2.14 CARE OF PREMISES

Tenant shall keep the premises, fixtures and appliances therein in a clean, sightly 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, Landlord expects to receive the apartment in the same condition of repair, sightliness and cleanliness as existed at the date of execution of this Lease. If the premises are not in good repair and in a clean broom-swept condition, Tenant agrees to pay Landlord for all expenses incurred by Landlord in returning the premises to that condition. Tenants shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities, or any other portion of the premises.

2.15 RIGHT OF 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 may place upon the premises, signs of "For Sale" and "For Rent" and Tenant will not interfere with the same.

If at any point during tenancy, we are unable to access a room within your apartment, for a showing or for a maintenance issue, or for any other issue, there will be a **\$150 fee per occurrence**.

2.16 NO ALTERATIONS, SIGNS OR ADVERTISEMENTS

Tenant shall not alter nor make any additions, except for hanging pictures, to the Premises or the Building, nor install any appliances, locks or other equipment of any kind without the prior written consent of Landlord. If such permission is granted, then any alterations or additions to the Premises, such as locks, bolts and fixtures shall remain as part of the Premises as Landlord's property unless the Landlord decides otherwise, and Tenant shall surrender keys therefore upon the termination of the tenancy. The Tenant shall not permit the display of any sign or advertisement in or about the Premises or Building without first obtaining the written consent of the Landlord.

2.17 RENTAL PROPERTY

Tenant specifically acknowledges that buildings are physical structures subject to aging, wear and tear, abuse, inherent defects and numerous forces causing disrepair or breakdown beyond Landlord's reasonable control and that components, materials and skilled workmen are not always available. Tenant further acknowledges and agrees that Landlord shall not be liable to Tenant for interruptions of service, breakdown of equipment, fixtures or systems, defective conditions or any other claims, losses or damages relating to or caused by (a) conditions caused by Tenant, members of Tenant's household, guests or other persons on the Property with Tenant's consent or other tenants; (b) the lack of reasonable opportunity for the Landlord to correct defective conditions; (c) conditions beyond Landlord's reasonable control, including strikes, lockouts and acts of God; or (d) Landlord's not having actual knowledge of such defective conditions, breakdowns or interruptions of services. All problems and complaints such as electrical, plumbing, disturbances, damages or nuisances should be reported to the Landlord as soon as possible.

2.18 STORAGE OUTSIDE OF APARTMENT

Landlord shall not be liable for any loss or damage of any property placed in any common areas, storeroom or any storage place in the building; such areas for storage, if any, are being furnished gratuitously and not as part of the obligations of this Lease. Storage, if available, is unsecured and is provided at Tenant's risk. Any property stored in common storage areas may get wet.

Storage spaces are the responsibility of the Tenant, not the Landlord, to keep clean.

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.

2.19 SNOW REMOVAL

Landlord is not responsible for snow and ice removal. However, should the Landlord, its agents, or vendors provide any snow or ice removal, the Tenant, its guests or invitees, shall indemnify and shall hold harmless the landlord for any and all damages due to accidents caused by snow and/or ice. Also, Tenant, its guests or invitees shall waive any and all claims against Landlord, its agents or vendors for damages or liability.

2.20 LANDLORD'S RIGHT TO RE-LET

If Tenant shall remove a substantial portion of his personal property or otherwise abandons or vacates the premises, the Landlord may immediately re-let 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 or re-letting 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 service of a five-day notice, demand for possession, notice of termination of tenancy, the filing of a forcible entry and detainer action, or judgment for possession, or any other act resulting in the termination of Tenant's right of possession.

2.21 LIABILITY FOR RENT

The Tenant shall continue paying rent and all other charges for said Premises to the end of the term hereof, whether or not the Premises becomes vacant by reason of abandonment, breach of this Lease, wrongful termination by Tenant or if the Tenant has been evicted for breach of this Lease, to the extent said obligation for rent has not been mitigated, abated or discharged, in whole or in part, by any law or ordinance. Notwithstanding any of the provisions contained in this section, the Landlord shall make a good faith effort to relet the said Premises (but not in priority to other vacancies), and if the Premises is relet, Tenant shall be responsible for the balance of the rent, costs and expenses (including but not limited to brokerage commissions, decorating costs, advertising costs and attorneys' fees) in connection therewith.

2.22 LEASE BUY-OUT

This lease may be terminated by Tenant, with Landlord's written approval, by delivering to Landlord a **Buy Out fee equal to (2) two months' rent**, whereupon the Lease shall terminate on the last day of the next full month. Written notice of Tenant's intention to Buy Out the Lease must accompany the Buy Out payment. Rent shall continue to be due up to and through the last day of the last month of occupancy. If not approved, Landlord shall return the Buy Out fee to the Tenant.

The Buy Out fee paid in August through February is three (3) months' rent.

2.23 SUBLET OR ASSIGNMENT OF LEASE

Except as provided for under any applicable statute or ordinance, the Tenant shall not assign this Lease, or sublet the Premises, voluntarily or by operation of law, excepting that in the event of Tenant's death, Tenant's family may continue to occupy said Premises, until the expiration or termination of the Lease, by breach or by its terms.

If the Tenant sublets the unit to a reasonable subtenant, there shall be no costs associated with the sublet. However, the tenant shall remain responsible for any default or damages associated with the subtenant. If the Tenant wishes to terminate his/her lease prior to the expiration of the term and finds a tenant to enter into a new lease with the Landlord, the Tenant will not be responsible for the default or damages of the new tenant. However, the Tenant shall incur a Lease Break Fee for the administrative costs and expenses associated with the new lease, including but not limited to lease preparation, copying and printing, lease review, preparation of disclosure documents, preparation of code violation disclosure documents, setting up direct deposit and labor associated with the above. In addition, the newly found tenant will be charged the standard application fee and move-in administrative fee to cover the costs and expenses associated with the administration of a

new tenant, including but not limited to preparation of the new lease, setting up direct deposit and apartment inspection and the labor costs associated with the same.

Tenant shall not sublet the premises or any part thereof, nor assign this Lease, without, in each case, prior written consent of Landlord which consent shall not be unreasonable withheld. Landlord shall accept a reasonable sublease as provided by Ordinance.

2.24 TENANT SUBSTITUTION

Any tenant is allowed to substitute a replacement tenant if that replacement tenant satisfies all of the conditions of a standard application including documentation and fees, and the tenant pays the Tenant Substitution Fee. Additionally, if the remaining tenants have a reasonable objection to the replacement tenant, then a new replacement tenant must be chosen.

2.25 RE-RENTAL EXPENSE

Tenant agrees that if the Tenant vacates the apartment prior to the expiration of this Lease, and does not provide a qualified sub-tenant, in Landlord's sole discretion, to Landlord to fully perform the Tenant obligations remaining under the term of the Lease, it will cause Landlord to incur substantial administrative expenses in re-renting the apartment (including, but not limited to, rental fees, showing expenses, advertising expenses, rental commissions, application expenses, office and leasing schedule coordination). To cover such costs and damages, Landlord may charge a rental fee equal to one month Rent for such services ("Rental Fee"). Furthermore, Landlord reserves the right to pursue Tenant for all unpaid rent for the remainder of the term and all additional damages caused by this or any other breach.

2.26 LANDLORD TERMINATION

In the event the owner of the Property intends to enter into or enters into a contract for the sale of all or a portion of the Property, the Lease may be terminated by Landlord upon 60 days advance written notice to Tenant.

Should an issue arise with the city that somehow invalidates the unit you are living in, the Lease may be terminated by Landlord upon 30 days advance written notice to Tenant and proof of such notice from the city.

2.27 LEASE TERMINATION

Tenant must give written notice to landlord 60 days prior to expiration of lease of the intent not to renew. Failure to provide notice will at landlord's option, automatically extend the terms of the lease for 1 year with a 5% increase.

Notwithstanding the information above, beginning 90 days prior to the end of the Lease term, Landlord may show the apartment for rent as often as necessary with reasonable notice to Tenant. Upon termination of the Lease, the entire Apartment, including kitchen range, refrigerator, microwave, bathrooms, closets and cabinets shall be cleaned by Tenant. The carpeting must be free of stains, blemishes and holes. All debris and rubbish must be placed in proper rubbish containers. All personal belongings shall be removed from the apartment and storage spaces, and all keys shall be returned to the office. Tenant acknowledges that Landlord may enter the apartment on the last day of the Lease at 12:00 p.m. (Noon) in order to prepare the apartment for the next tenant. Tenant agrees to be completely moved out by 12:00 p.m. (Noon) of the last day of the Lease. Occupancy past the expiration of the lease will be considered a HOLDOVER.

Tenant shall provide a forwarding address via email.

2.28 HOLDOVER AND SURRENDER OF PREMISE

At the termination of this Lease, by lapse of time or otherwise, Tenant shall yield up and surrender immediately possession to Landlord and deliver all keys to Landlord. If Tenant fails to vacate and release possession of the premises upon termination, Tenant shall pay a sum equal to **DOUBLE the amount of monthly** rent herein set forth as liquidated damages if possession is withheld from Landlord in any day of that holdover month. 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 (including housing waiting tenants in a hotel). If Landlord accepts a rent payment for a period after the expiration of the within Lease, as herein provided, in the absence of any specific written agreement, continued occupancy shall be deemed a month-to-month tenancy, on the same terms and conditions as herein provided, with the rental rate being double the original lease amount. The payment or acceptance of rent after expiration of the Lease shall not extend this Lease. The Premises must be in substantially the same conditions as when Tenant assumed possession thereof, ordinary wear and tear excepted.

2.29 POSSESSION

Landlord shall deliver possession of the Premises to Tenant on the Beginning Date of the Lease. If Landlord is unable to deliver possession to Tenant on such date, this Lease shall remain in full force and effect except that the Monthly Rent shall be abated pro rata until possession is delivered, unless Tenant elects to maintain an action for possession of the Premises or, upon written notice to Landlord, elects to terminate this Lease.

2.30 LEGAL EXPENSES

Tenant shall pay all costs and attorneys' fees incurred by the Landlord due to Tenant's breach, and Landlord's enforcement, of the covenants or agreements of this Lease for which the Ordinance allows the Landlord to recover attorneys' fees.

2.31 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.

2.32 IN CASE OF CASUALTY

In case the Premises, Building or any part thereof shall be rendered unlivable by fire, explosion or other casualty, the respective parties hereto shall have all the rights provided by state or local law or ordinance. For the purposes of this section, Landlord's good faith efforts to obtain

insurance adjustments, settlements or awards to obtain sufficient funds to perform repairs required due to fire, explosion or other casualty shall be deemed diligent efforts to repair the Building within a reasonable time.

2.33 SMOKE & CARBON MONOXIDE DETECTORS & THERMOSTATS

Tenant acknowledges that at the time of obtaining possession of the Premises, all smoke detectors and carbon monoxide detectors required to be installed in the Premises have been installed and are in good working order. Tenants agree to repair and maintain the smoke detector and carbon monoxide detector device(s) including replacement of the batteries when necessary and monthly checks of the devices. Tenant will immediately notify the Landlord of missing or malfunctioning detectors.

Fee for missing smoke and carbon monoxide detectors (cost plus \$50 each).

2.34 GATES AND BARS ON DOORS AND WINDOWS

The installation of any metal gates or bars on any doors or windows by the Tenant is expressly prohibited. Tenant shall pay for any repairs or damages caused by the removal of Tenant's installation 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 therefore

2.35 MECHANIC'S LIENS

Tenant shall not place or allow to be placed on the Premises, the building or elsewhere on the real property, any mechanics' lien, or any other claim for lien for any repairs, maintenance, alterations or modifications performed by, or ordered or contracted by, the Tenant, whether or not the same were rightfully performed or ordered by the Tenant, whether or not same were rightfully performed or ordered by the Tenant. The placement of any such lien shall constitute a breach of this Lease and upon ten days' notice to cure said lien or lien claim, Landlord may terminate Tenant's tenancy or right of possession. In addition, Landlord shall have the right to satisfy and remove said lien without regards to the merits thereof and Tenant shall be responsible for the damages incurred in removing said lien, along with all other damages, costs and attorney's fees incurred by Landlord in connection therewith

2.36 FALSE 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 is true, and that if any of said information is false, Landlord may terminate this Lease

2.37 JOINT 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.

2.38 SUBORDINATION

This Lease is subordinate to all mortgages which may now or hereafter affect the real property of which Premises forms a part. The recordation of this Lease or any memorandum thereof by Tenant shall constitute a material default of this Lease. 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 premises, 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.

2.39 SEVERABILITY

If any clause, phrase, provision or portion of this Lease, or the application thereof to any person or circumstance, shall be determined to be invalid or unenforceable under applicable law or ordinance, such event shall not affect, impair or render invalid or unenforceable, the remainder of this Lease nor any other clause, phrase, provision or portion hereof to other persons or circumstances, and the Lease shall be interpreted in accordance with said ordinance.

2.40 LOCK OUTS AND KEYS & LOCKS

If you are locked out and need assistance to get in, we will do our best to help you if available. There will be a lock out charge as stated in the first section of the lease. If you or a locksmith damages any doors or windows or locks trying to get back in, you must pay for this damage and will be charged to return the system back to original working order, including master keying the locks.

Tenants shall not alter, replace or add locks, bolts or any other attachments to the door without Landlord's written consent. Landlord must, at all times, have a key which will allow full access to the apartment. The Tenant is responsible for all fees related to new locks or keys if the lock to the apartment or the Property requires changes due to the Tenant's negligence or loss thereof.

All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks, if keys that are not returned.

2.41 LAUNDRY AND WATER USE

Washing machines and dryers are for the use of tenants listed on the lease only. Any use of the machines by people not on the lease or for any other purposes, including business purposes, is prohibited, and will result in a **\$100** fee per each occurrence. Additionally, these facilities are provided as a convenience to the Tenants. Landlord shall not be responsible for failure of machines to operate or for any damage to clothing.

Tenant shall not run water for any unreasonable length of time. Any use of water that is excessive or for a commercial purpose will be charged to the tenant.

2.42 PLUMBING

Tampons, flushable wipes or anything other than standard toilet paper are NEVER to be flushed down the toilet! If you clog the plumbing systems with these things, you will be liable and have to pay for all repairs and damages.

Never use Draino on the pipes. It doesn't work and just eats away at the pipes. Please contact us if you have an issue and we will help remedy the problem.

There must be no alterations or modifications or additions to any plumbing fixtures without prior written authorization by management. Should any damage be caused by such alterations the tenant will be totally liable for the entire cost of the repair.

2.43 GARBAGE

Garbage is not allowed to be kept in the hallway, back deck, outside porches or any other place in the building. All garbage shall be securely wrapped and placed in the garbage containers in the alley. Garbage should immediately be thrown out to avoid pests, such as rats and insects, from becoming a problem.

Any garbage left outside an apartment, and not placed in the alley garbage receptacles, will result in a **\$50** per day fine to that apartment.

2.44 NOT PERMITTED ITEMS

No type of water assisted toilet seat, or bidet may be attached any water supply of the building. **For any violation of this, there will be a \$250 charge, plus any damage that occurs.**

Water beds are not permitted. **For any violation of this, there will be a \$250 charge, plus any damage that occurs.**

Satellite dishes or antennas are not permitted to be mounted anywhere inside or outside of the building. We will immediately remove any dish on the building without notice. **For any violation of this, there will be a \$250 charge, plus any damage that occurs.**

Treadmills and any type of exercise equipment that will disturb other tenants are not permitted.

2.45 PORCHES AND STAIRWELLS

The porches or decks are safe only for their intended use. Protect your safety. Do not overload the porch or deck. All porches and stairwells attended, attached or appurtenant to the building and/or apartment or Property of which Tenant's apartment unit is a part of, are for ingress and egress exclusively. At no time shall Tenant's occupants or guests, licensees or invitees congregate or meet thereon for reasons other than specifically stated herein. Porches and stairwells are to be occupied by no more than three people at any one time (except for ingress and egress only) and shall not be used for storage or grilling.

2.46 ALCOHOL & DRUGS

Tenant agrees, acknowledges and understands that Tenant and its agents, contractors, guests and invitees are expressly prohibited from consuming, storing or using alcoholic beverages in, on, under or across any of the common areas in the Property, including any porches, hallways, balconies or stairways. Tenant shall hold Landlord harmless from and against any liabilities arising out of the use or consumption of alcoholic beverages on the Property by Tenant or its agents, contractors, guests or invitees.

Your lease may be terminated if a determination is made by the Owner that a household member is illegally using a drug.

Your lease may be terminated if a determination is made by the Owner that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

2.47 GUESTS

You are responsible for the actions of your guests. If a resident or their guest violates the terms set forth in this lease, it is grounds for termination of tenancy. In addition, your guest may be barred and/or arrested for criminal trespassing should they violate the terms. If a resident is seen in the company of a barred person on the property, this is grounds for termination of tenancy.

Management has the right to bar individuals from the property. If you, your guests or any member of your household permits barred individuals on the premises, it shall be a material lease violation and grounds for eviction.

Tenant agrees, acknowledges and understands that it shall be responsible for and shall hold Landlord harmless from and against any claims, losses, damages or liabilities caused by Tenant or its agents, contractors, guests or invitees.

2.48 CRIMINAL ACTIVITY

Your lease may be terminated for criminal activity, including but not limited to drug related criminal activity, by any Tenant, or household member on or off the premises or a guest on or near the premises.

Your lease may be terminated if the Owner determines that the Tenant, any member of the Tenant's household, a guest or another person under tenant's control has engaged in criminal activity, regardless of whether the Tenant, any member of the Tenant's Household, a guest, or another person under the Tenant's control has been arrested or convicted for such activity.

2.49 INVALIDITY

In the event any of the terms or conditions of this Lease conflict with the laws of the State of Illinois or the City of Chicago, including, but not limited to, the City of Chicago Landlord Tenant Ordinance, such term or condition will be deemed deleted from the Lease and/or the Rider and the remainder of the terms of the Lease and/or the Rider shall be valid and enforceable in accordance with their terms.

Should a new lease be created and signed after the creation date of this lease, it will supersede this lease and make this lease null and void.

2.50 WAIVER

Tenant hereby waives any and all right to be a party to or otherwise participate in a class action lawsuit against Landlord or its property manager and their respective members, managers, officers, directors, successors, affiliates, employees and assigns, or any other party, concerning this Lease or any claim relating to or arising under the Lease and/or the Rider.

2.51 MATERIAL NON-COMPLIANCE

Your lease agreement may be terminated for material non-compliance with lease terms. Material non-compliance is defined as “(1) one or more substantial violations of this Agreement, (2) repeated minor violations of this Agreement which disrupt the livability of the project, adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities, interfere with the management of the project, or have an adverse financial effect on the project.

2.52 PETS

Only animals whose names and types are listed below are allowed to occupy the apartment. If an animal not listed on this rider occupies the premises for more than 3 days, you will be subject to a **\$50** per day fee until the pet is removed. **Allowed pets are listed below:**

As stated, when you applied, any animal with permission to occupy the apartment must be non-aggressive. We must be able to enter the apartment and access every room in your apartment without you being there. This is for 3 reasons. First, we must be able to enter the apartment without you being there in case we have to service something when there is an emergency. Second, we do not want your pet harming any other residents in the building. Third, we need to be able to show your apartment during rental season, even if you are not in the apartment. If it turns out your pet is aggressive, or we are unable to enter your apartment without you being home because of your pet, then you are in default and your lease may be terminated immediately.

To the extent of any conflict in terms, the terms and conditions of this rider shall govern over the terms and conditions of the aforesaid lease.

1. Common areas should not be used as a dog run. All animals should always be taken off premises to go to the bathroom. If they do poop on the property, it should be cleaned up right away.
2. You must pick up your pet's waste and dispose of it properly. You will be charged a fee of **\$100 per day**, on any day that excrement is present in or on the property. Waste left on the property attracts rats, creates odor and ruins the area for other tenants who want to enjoy that space.
3. If you allow your pet to urinate in the yard and it kills the grass, you will be liable for the repair of the lawn.
4. If your pet's use of the lawn results in damage to the lawn, you will be liable for the repair of the lawn (this is things like digging and chewing the lawn).
5. Your pet must always be visible to you and under your supervision. They are not to be let out to roam the property unsupervised. If your pet is not on a leash and/or unsupervised while on the property, your right to keep your pet in your apartment will be revoked.
6. You must store pet food in a covered container. If insects or rodents become a problem, you will be responsible.
7. You must clean your refrigerator coils monthly to avoid pet hair clogs. If your refrigerator breaks down due to your negligence, you will have to pay for repairs.
8. You must keep your cat's box clean. Do not pour litter down the sink or toilet. If the plumbing gets clogged, you will be responsible.
9. Do not let your animal spray, urinate or defecate, anywhere in the apartment building. Your right to keep the animal in the apartment may be revoked if this occurs, and you will be responsible for all necessary rehab charges including, but not limited to, replacing the flooring and repainting.
10. Do not let your pet's noisiness disturb your neighbors. If other tenants complain repeatedly, your right to keep your pet in your apartment will be revoked.
11. Do not let your pet gnaw or scratch at woodwork or doors. You will be responsible for any damage.
12. If you have carpets in your apartment, they must be steam cleaned when you vacate.
13. If there is a lingering odor, there will be a charge to paint the apartment and steam clean your carpets.
14. In the event we are unable to access every room in your apartment for a showing or an emergency because of your animal, then you will be charged a fee of **\$100** per incident.

Any damages and / or odor removal costs will be charged to you and will be added to rent due.

By signing here, you acknowledge and agree to the terms in **Section 2:**

3. Move In / Move Out

3.1 MOVING IN

Contact:

The best way to contact us is electronically via email or the "Tenant Portal". If it is a question about leasing, or money, or bookkeeping, etc., feel free to email us directly. If it is a maintenance issue it must be entered as a **Maintenance Request** through the "Tenant Portal". This way we have a record of your problem or request, and the proper people will handle it. When we contact you, it will be via email unless it is an emergency.

Moving:

We know this can be a tough situation for both the groups moving in and out. We ask both groups to be considerate of the other. If you need extra time to get in or out, this may be negotiable with the current tenants. However, your lease doesn't start until 12:01 a.m. on the 1st day of your lease and ends at 12:00 p.m. (Noon) on the last day of your lease.

We typically will try to have you coordinate directly with the current tenants, as we have found this creates the least confusion and allows you to get into the apartment in a time that is most beneficial for all parties. So, you will probably get the keys directly from the current tenants. If there are any issues with keys or communication with the current tenants, please contact us and we will be happy to help with the process.

Apartment Condition: Please examine your apartment when you move in. If you feel there is something wrong, please notify us immediately. If you don't notify us of any issues or damage when you move in, then you will get charged for that damage when you move out, since we will have no record that you didn't cause that damage and that it didn't happen before your tenancy.

Broom Swept: The apartment should be delivered to you in "broom swept" condition. What that means is that all floors should be clear of dirt, all counter tops wiped down, and all garbage removed from the apartment. This means all furniture must be removed, no garbage lying around, and no items in closets or cabinets or appliances. The kitchen and bathroom(s) may need more thorough cleaning on your end.

The reasoning behind getting an apartment only in "broom swept" condition:

You always need to clean your apartment really well one time. You can either do that on the way in or the way out. For a Hanging Out apartment, you will clean it on your way in. The benefit for you is that you get the apartment cleaned exactly how you want it. On the way out, you won't have to do a deep cleaning, because you will only have to leave it in the same "broom swept" condition. We have learned over the years that people are happier cleaning it to their own standards on the way in. Then when they are dealing with all the hassles of moving out, they don't have to worry about cleaning the apartment they are leaving and just need to remove all of their stuff and give it a broom sweeping.

Anything that is wrong with your apartment, whether it is the "broom swept" condition or a repair problem, will be remedied as soon as possible, which is normally in the first week. If there is anything you feel should have been handled before your move in, please take photos of the problems, and forward those photos to us, before fixing them yourself. If you have no record of the problem and then fix it yourself anyway, we will have no way to reconcile that, to solve the problem.

The things we don't ask tenants to clean (nor do we guarantee their cleanliness) are windows, screens, blinds, fans, vents and ducts. Small nail holes are OK, since normally you will hang your pictures in the same spots. Large holes should have been repaired.

The Move Out Info is included in the next section and these things will be asked of you when you move out. When you are moving out, it is too late to complain about a problem or damage you had in your apartment when you moved in.

Renter's Insurance:

We highly recommend that you purchase renters insurance! It is typically only tens of dollars a month. If there is a break in, busted pipe, flood, fire, etc., we do not have insurance for your belongings. This is also true for any storage area, which may take on as much as 12" of water in a bad rain. So the cost of insurance will be money well spent, if there is a problem. We are not responsible for your personal property, no matter where it is.

Maintenance:

We ask that you report ANY problems. We would rather know about it now, when it is a little problem, than find out about it later, when it becomes a much bigger problem. We had a tenant wait to tell us about a leak because it was small. They finally contacted us when their ceiling collapsed. Sometimes the remedy may be simple, other times there may not be a quick solution.

Drains: NEVER pour any drain openers into drains; It won't work & eats away the pipes. Call us, if needed, to help with the problem.

Toilets: Do not flush **tampons, flushable wipes,** or anything large. It will clog the pipes, and you will have to pay to fix them.

Fuses: Your apartment is fully rehabbed, so if a circuit breaker blows notify us, as this shouldn't happen.

Filters: All furnaces have filters, to keep your air fresh, you should change your filter each month.

Thermostats & Smoke (C/O) Alarms: Every unit has them. If yours are missing please notify us. The batteries are the Tenant's responsibility.

Painting:

There is no painting allowed in the apartment. If you have violated your lease and painted, then you will immediately be charged the per room painting fee. If you decide to return your apartment to the proper colors before you vacate, you will be paid back those fees. If we never charged the fee, then the fee will be issued on your final move out bill, if the apartment is not painted back to the proper colors. If you paint it back yourself, please contact us, to be sure you use the proper color and sheen of paint. If you don't confirm the color with us and the paint isn't matching, then we will still have to charge you the per room cost for us to paint.

Animals and Carpets:

If we have agreed to allow you to have an animal in your apartment and you have carpet, the carpet must be professionally steam cleaned before you move out, or we will do it for you and charge you for it.

Referrals:

We greatly appreciate referrals. So, we are pleased to offer a **\$200** credit to any current tenant that refers to us a new tenant who signs a one-year lease at a different apartment, moves in, and pays rent the first month's rent on time. Please note we do not pay a referral fee for sublets, re-lets, transfers, if you change a roommate, or if an agent is used to rent the apartment.

Alarm systems:

If your apartment seems to have a working alarm system, you can email us a 4 digit code and we can check to see if the system will still function. If the system no longer works, then you need to purchase a system on your own. We do not guarantee any system currently in your apartment will work and should it fail, we will not replace it. If you are truly concerned about the quality of the alarm system, we recommend buying one on your own. You can ask us for recommendations.

WE HIGHLY RECOMMEND YOU BUY RENTERS INSURANCE AS THE BEST REMEDY AGAINST BEING BROKEN INTO.

Laundry:

Many units have laundry machines in them, in other buildings it is in the common space. Do not overload the machine as it will not work. It won't spin your clothes dry and ultimately it will just break the machines.

Garages:

If you have a spot, be careful what you leave in the garage. Garages are often broken into and if your bicycle or any other items are not physically locked to something in the garage, they may get stolen. We are not responsible for your personal property if it gets stolen. **This lease does not include snow plowing of the alley, driveway apron, or any other portion of the parking area.**

Thanks for renting from us!

3.2 MOVING OUT**Procedures for vacating your apartment:**

Please be advised that you are legally obligated to vacate the premises by 12:00 p.m. (Noon) on the last day of your lease. If you have not vacated the premises and returned all keys to us by this time, we will enforce the **HOLDOVER** clause in your Lease which states that you will be liable for double the monthly rent in the event that you (the Lessee) retain possession of all or any part of the apartment after the ending date of your Lease.

Automatic Payments:

These will not be turned off till your lease is over. So if you have any payments that are scheduled before the end of your lease, like on the 28th, 29th, 30th, or 31st, be sure to turn them off. If they occur, we have to wait till the payment clears and then send you a check in the mail, which can take a total of 10 days.

When you move out, these are the things that are required and what we will be inspecting & looking for:

Your place needs to be cleaned in a "broom swept" condition. What that means is that all floors should be clear of dirt, all counter tops wiped down and all garbage removed from the apartment. This means all furniture must be removed, no garbage lying around, and no items in closets or cabinets or appliances.

If the apartment is not in a "broom swept" condition, the charge for us to remove any items from cabinets or around the apartment, sweep, or wipe it down ranges anywhere from **\$120 to \$400 or more**, depending on the size of your unit and how much needs to be done.

If there is an odor in your apartment after cleaning, we will consider the apartment not cleaned. Residual smells are usually caused by animals or smoking. If this is the case, you will be charged for painting to remove the smell.

ALL light bulbs must be working, and ALL batteries must be working in devices such as thermostats and smoke detectors. If we have to replace ANY bulbs or batteries, there is a **\$60** charge plus costs of the material.

There is no painting allowed in the apartment. If you have violated your lease and painted, then you will immediately be charged the per room painting fee. If you decide to return your apartment to the proper colors before you vacate, you will be paid back those fees. If we never charged the fee, then the fee will be issued on your final move out bill, if the apartment is not painted back to the proper colors. If you paint it back yourself, please contact us, to be sure you use the proper color and sheen of paint. If you don't confirm the color with us and the paint isn't matching, then we will still have to charge you the per room cost for us to paint.

After move out and expiration of your lease:

Your apartment will be inspected once you move out. We will notify you in a week or so if there are any other problems that we find that you are responsible for. Then you will get a final itemization, if there are any charges. We expect this to be paid within 14 days. If not, we will use all means necessary to collect, which may have an adverse effect on you and your credit report should you choose to avoid us.

Thanks for renting from us, and please feel free to check our website in the future if you or your friends are looking for an apartment. The folks at Hanging Out, LLC

3.3 MOVE OUT CHARGES

Should any of the items below apply, they will be the tenant's responsibility and should be rectified by the tenant. Otherwise, the tenant will be charged to remedy the situation.

The apartment must be returned in its original condition.

1. Tenant must vacate the premises no later than noon on the lease's expiration date. Should Tenant occupy the premises after lease has expired {Holdover}, Tenant will be charged double the monthly rent for that month as per the Lease.
2. The entire apartment must be left in "broom swept" condition.
3. Any stickers, foam tape, scratches, large holes or gauges left in the walls must be removed and repaired.

4. Any part of the apartment that has been painted must be returned to the original color or you will be charged the per room painting charge.
5. If the floors have gauges, indentations, scratches, stains, or smell, the charge to clean, refinish or replace will be the tenant's responsibility.
6. All garbage must be left in the garbage cans in the alley. **Please notify us** immediately if there is **EXCESS** garbage so that we can call for an additional pickup. If you don't notify us and we are ticketed by the city for your garbage, then you will be responsible for the fine.
7. All keys, including mailbox key, must be returned. If tenant has changed or added locks, all new keys must be returned as well.
8. You must pay for any damage you or your guests cause. This includes but is not limited to:
 1. Clogged drains and toilets. DO NOT FLUSH tampons or flushable wipes.
 2. Water damage caused by failure to use shower curtains, or overflowed sinks, tubs, toilets, or appliances.
 3. Damage to furnace cause by failure to change filter.
 4. Fires caused by storage of items in furnace closet.
9. If it has been determined that the Tenant was smoking in the apartment, the Tenant will be charged the cost to repaint the apartment and the cost to clean the carpets.
10. If it has been determined that the Tenant was harboring an animal in the apartment, without the written consent of the landlord, the Tenant will be charged the cost to repaint the apartment and the cost to clean the carpets, plus **\$50** per day for every day that the animal was in the apartment.
11. If there is an odor in your apartment after cleaning, we will consider the apartment not cleaned. Residual smells are usually caused by animals or smoking in the apartment. If this is the case, you will be charged for painting to remove the smell.
12. Tenant shall not paint the apartment without written consent from the landlord. Even with consent, upon vacating the unit, the Tenant must repaint all areas according to the specifications set forth by the landlord, or the per room cost to repaint will be charged to the Tenant.

If the above conditions are not complied with, the cost of labor and materials for cleaning, repairs, removals and replacements, where applicable, or rent loss due to necessary repair time, and numerous other charges based on damages, will be added as increase in rent due to these rectify these problems. Tenant will also be liable for any costs required to bring the apartment up to the condition it was prior to renting to the said Tenant.

In the event that any of the foregoing has not been performed by the Tenant, the following specific cleaning and replacement charges will be immediately due from the Tenant to the Landlord, there are additionally many other things that will require a fee from the Tenant:

- Replace any number of light bulbs or batteries: \$60 + cost of supplies
- Broom sweep / wipe down apartment: \$100
- Remove furniture: \$50 per piece
- Painting: \$250 per room
- Carpet cleaning: \$300
- Gauges in the hardwood floor: \$100 minimum
- Replace locks (keys not returned): \$225
- Keys: \$50 per set
- Modem or Router: \$250+ to replace.

By signing here, you acknowledge and agree to the terms in **Section 3**:

4. Disclosures

4.1 MOLD ADDENDUM

In consideration of the mutual covenants set forth in the Lease and below, and other good and valuable consideration, Owner and Resident agree as follows:

Mold is found virtually everywhere in our environment - both indoors and outdoors and in both new and old structures. When moisture is present, mold can grow. Therefore, the best way to avoid problems related to mold and mildew is to prevent moisture buildup in the apartment. This is particularly important in certain more humid climates and, as a general matter, in any climate during those times of the year when outdoor temperatures and humidity levels are high. Owner cannot guarantee Resident that the apartment is, or ever will be, a "mold-free environment". There is much a Resident can and should do within the apartment to reduce the possibility of mold and mildew growth, including the following:

1. Turning off air conditioning when doors or windows are open.
2. Keeping windows and doors closed in damp or rainy weather conditions.
3. Maintaining a general temperature of 68.5-76.0 degrees F (winter) and 74.0-80.0 F (summer).
4. Not blocking or covering any heating/ventilation/air-conditioning supply diffusers and/or return grilles in the apartment.
5. Wiping down and drying areas that might accumulate visible moisture, such as countertops, windows, window sills and vent covers, as soon as reasonably possible.
6. Keeping a pan under every flowerpot to collect water, not over watering houseplants, cleaning up spills immediately.
7. Using the pre-installed fan when bathing/showering; allowing the fan to run until all excess moisture has vented from the bathroom; and, if applicable, keeping the shower curtain inside the tub, or fully closing the shower doors.
8. Leaving the bathroom door open until all moisture on the mirrors and bathroom walls and tiles surfaces has evaporated after bathing/showering, and hanging up towels and bathmats so they will completely dry out.
9. Periodically cleaning and drying the walls around the bathtub and shower, using a household cleaner.
10. Making sure that condensation does not form within the washer and dryer closet.
11. Ensuring that the dryer vent is properly connected and clear of any obstructions and cleaning the lint screen after every use, and drying clothes in a clothes dryer rather than on a rack.

Resident acknowledges and agrees that if Resident fails to take steps necessary to prevent or reduce moisture from building up in the apartment or fails to maintain the apartment in a clean condition, Resident will be creating an environment that could result in mold growth. Resident agrees to notify Owner immediately of any evidence of a water leak, excessive moisture or any condensation issues in the apartment or in any storage unit or garage lease to Resident, any visible mold or mildew growth or moldy odor in any of such areas, any malfunction of the heating/ventilating/air-conditioning system, or any cracked or broken windows. Resident acknowledges and agrees that Owner will not be responsible for damages or losses due to mold growth to the extent such conditions have resulted from the acts or omissions of Resident, or if Resident has failed to immediately notify Owner of any of the conditions noted in the preceding sentence.

4.2 RECYCLING

A) Materials that **are accepted** in the Chicago Blue Cart Program & Recycling Drop-off Centers:

- Glass jars and bottles
- Aluminum cans, foil and pie tins
- Tin or Steel cans
- Cereal boxes, paper towel rolls
- Cardboard (flatten all boxes)
- Plastic bottles and containers (# 1-5, 7 accepted)
- Junk mail, magazines and catalogs
- Telephone books
- Paper bags
- Office paper and file folders
- Newspaper and inserts
- Beverage cartons (milk, juice, soy cartons)
- Beverage carrier stock: plastic rings and cardboard carrying cases
- wrapping paper (no bows or ribbons, please)
- paper greeting cards

B) Materials that **are NOT accepted** in the Blue Cart Program & Recycling Drop-off Centers and should be donated if reusable:

- Clothes and linens
- Plastic or metal hangers
- #6 Plastics (polystyrene or Styrofoam)
- Diapers or feminine products
- Construction debris (bricks, wood, cement, etc.)
- Paint or spray paint
- Unnumbered plastics (toothbrushes, toys, hoses, cereal box liners, etc.)
- Loose plastic shopping bags (bring those back to retailers for recycling)
- Hard, reusable plastic bottles (like Nalgene or baby bottles)

C) All materials should be cleaned and broken down before putting in the recycling bin.

D) All of the recycling containers are next to the regular garbage containers and located in the alley, or if there is no alley, on the parkway in front of the building.

E) All recycling services are handled by the City of Chicago or LRS (Lake Shore Recycling Systems).

For the City check: <https://www.recyclebycity.com/chicago/schedule>

For LRS:

- .1 = 1621 Honore – Thursday for both
- .2 = 2039 Winchester – Thursday for both
- .3 = 1618 Marshfield – Monday (trash), Wednesday (recycling)
- .4 = 1056 Hermitage – Tuesday for both
- .5 = 1657 Maplewood – Tuesday (trash), Wednesday (recycling)
- .X = 2147 Webster – Wednesday (trash), Thursday (recycling)
- .6 = 1914 Wood – Thursday for both
- .7 = 1501 Bell – Thursday for both
- .8 = 1457 Bell – Thursday for both
- .9 = 1049 Wolcott – Wednesday for both
- .10 = 1625 Campbell - Thursday (trash), Wednesday (recycling)
- .11 = 1435 Blackhawk - Thursday for both

F) All question about recycling should be referred to the manager at Hanging Out, 773-384-3900

4.3 INDIVIDUAL DISCLOSURES

1. **Notice of Conditions Affecting Habitability:** I/We (Tenants) hereby acknowledges that Landlord has disclosed any code violations, code enforcement litigation and/or compliance board proceedings during the previous 12 months for the Premises and common area and any notice of intent to terminate utility service, copies of which, if any, are attached to this Lease.
2. **Lead Paint Disclosure (for housing building prior to 1978) / Lead Warning Statement**
 1. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclosure the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.
 2. **Lessor's Disclosure:**
Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
 3. **Lessee's Acknowledgement:** I/We acknowledge receiving the pamphlet Protect Your Family from Lead In Your Home.
3. **Heat Cost Disclosure:** I/we hereby acknowledge that the landlord has disclosed for the above premises, the projected monthly (annual) costs of utility service for heating during the most recent annual period of continuous occupancy by the prior occupants. The average monthly cost of utility service projected by the utility providing the primary source of heat based on energy consumption during the most recent annual period of continuous occupancy by one or more prior occupants, current or expected rates and normalized weather by the method approved by the Illinois Commerce Commission is reported on the separate heat disclosure **The cost of heating is the responsibility of the Tenant.**
4. **CRLTO & Security Deposit Disclosure:** In accordance with Section 5-12-170 of the Residential Landlord and Tenants Ordinance, I/ We acknowledge receiving a legible copy of the summary of the Residential Landlord and Tenant Ordinance and the Security Deposit Interest Summary, if applicable.
5. **Agent and Notice Disclosure:** Sections 5-12-090 Identification of Owner and Agents – The Lease clearly identifies the name, address and telephone number of the Owner or person authorized to manage the premises, and a person authorized to act for and on behalf of the owner for the purpose of receiving and receipting for notices and demands.
6. **Bed Bug Disclosure:** I/We hereby acknowledge receiving the City Chicago Bed Bug Prevention Pamphlet.
7. **Radon Disclosure:** I/We hereby acknowledge that landlord has disclosed the Illinois Radon Disclosure pursuant to 420 ILCS 46/1.
 1. Every tenant interested in leasing residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The landlord leasing the property has agreed to provide the tenant with any information on radon test results of the dwelling showing elevated levels of radon in the owner's possession. **Lessor** has no reports or records pertaining to the existence of radon gas in the housing.
8. **Review Disclosure:** I/We have been given satisfactory opportunity to review the lease prior to signing and have voluntarily executed the lease.
9. **Turnover:** I / We also understand that this unit may be an immediate turnover and that there may be unresolved issues pertaining to cleanliness and repairs. Any issues will be resolved shortly after move in.

10. **Notice of no agency:** Hanging Out, LLC has previously entered into an agreement with the property owner to provide certain property management and real estate brokerage services to the property owner. Neither Hanging Out, LLC nor any of its employees will be acting as your agent but will instead be acting as the agent for the property owner.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Their signatures below also indicate that all 9 disclosures / notices listed above have been properly made and disclosed.

4.4 DISCLOSURE OF POTENTIAL FLOODING

Landlord is not aware that the rental property is located in a FEMA Special Flood Hazard Area ("100-year floodplain"). The property has experienced flooding 0 times in the last 10 years. Even if the rental property is not in a Special Flood Hazard Area ("100-year floodplain"), the dwelling may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a dwelling is located in a flood hazard area.

Landlord is not aware that the rental property you are renting has flooded at least once in the last 10 years. The rental property has flooded 0 times in the last 10 years. Even if the dwelling has not flooded in the last 10 years, the dwelling may still be susceptible to flooding.

Most tenant insurance policies do not cover damage or loss incurred in a flood. You are encouraged to examine your policy to determine whether you are covered. If you are not, flood insurance may be available through FEMA's National Flood Insurance Program to cover your personal property in the event of a flood. Information regarding flood risks can be found at the dnr.illinois.gov (Illinois Department of Natural Resources), fema.gov (FEMA), and ready.gov/flood (U.S. National public service).

Landlords are required to disclose the above information pursuant to Section 25 of the Landlord and Tenant Act. A landlord's failure to comply with Section 25 of the Landlord and Tenant Act shall entitle the tenant to remedies as defined in that Section.

4.5 DESIGNATED MANAGING BROKER

Bob C Pearl is a Designated Managing Broker and holds interest in this property.

Tenant acknowledges that they have also received, at the bottom of this lease, all disclosures, referenced above, prior to signing this Lease.

By signing here, you acknowledge that you have received all disclosures and pamphlets listed above and agree to the terms in **Section 4:**

5. Sign and Accept

5.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. An electronic version of this signed lease will be in your tenant portal.

The signature by the Hanging Out representative below, is being signed as a representative of Hanging Out, LLC and not personally by that individual.