

LEE STREET MANAGEMENT APARTMENT LEASE – Unfurnished

Complete landlord-tenant ordinance, attached
Ordinance violations (if any), attached
Information about testing and maintenance of smoke detector(s) and carbon monoxide detector(s) (if any), attached

Lead paint disclosure, included
Hearings or court actions (if any), attached

Form last updated: Oct 15, 2009

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT	SECURITY DEPOSIT	ADMINISTRATIVE FEE
	BEGINNING	ENDING			
			\$	\$	\$

TENANT*

APT. NO.:

ADDRESS OF PREMISES:

CITY:

IDENTIFICATION OF OWNER(S) AND AGENT(S):

Owner or Authorized Management Agent:

NAME: Lee Street Management

ADDRESS: 7601 North Eastlake Terrace

CITY: Chicago, IL **PHONE:** 773-465-7500

60626-1421 **FAX:** 773-465-7733

EMERGENCY: 773-430-5884

Person(s) Authorized to act on behalf of Owner for purpose of service of process and receipt of notices:

NAME: Michael Lee

ADDRESS: 7601 North Eastlake Terrace

CITY: Chicago, IL **PHONE:** 773-465-7500

NOTICE OF CONDITIONS AFFECTING HABITABILITY

I hereby acknowledge that Lessor 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.

ADDITIONAL COVENANTS AND AGREEMENTS (if any).

1. In all cases, Tenants must provide a 45 Day written notice of intention to not renew lease. Construction, Renovation or Condominium Conversion. In the event it becomes necessary, in the sole discretion of Lessor, to renovate, upgrade or otherwise perform construction within the premises, and/or in the event the premises are converted for sale as a condominium or cooperative unit, then Lessor reserves the right to take possession of the premises upon 120 days written notice to Lessee, regardless of Lease expiration date. However, Lessor grants to Lessee the right of first refusal to rent the Premises if upgraded as a rental unit, or to purchase premises if converted to a condominium or cooperative unit, at the then market rent or market sale price respectively. Such right of first refusal is contingent upon Lessee:

- (a) having met all terms and conditions of this Lease Agreement.
- (b) meeting income qualifications required by Lessor for rental or purchase of the upgraded unit.
- (c) meeting standards of credit worthiness and truthfulness set by Lessor and/or any lending institutions.
- (d) meeting all other terms and conditions required by Lessor upgraded unit Lease Agreement or Purchase agreement, and
- (e) if any part of these rights of possession terms is inconsistent with the Landlord Tenant Ordinance, the Landlord Tenant Ordinance shall control. All other terms remain enforceable.

Lead Paint Disclosure (for housing building prior to 1978) Lead Warning Statement

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 disclose 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.

Lessor's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below)
 - (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
 - (ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the Lessor (check (i) or (ii) below):
 - (i) Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
 - (ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

- (c) Lessee has received copies of all information listed above.
- (d) Lessee has received the pamphlet Protect Your Family from Lead In Your Home.

Agent's Acknowledgement (initial)

- (e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy of Lead Paint Disclosure above AND Agreement to Enter into this Lease Agreement

The following parties have reviewed the Lead Paint Disclosure information above and certify, to the best of their knowledge, that the information provided is true and accurate **AND ALSO**, in consideration of the mutual agreements and covenants contained herein, Lessor leases to Tenant, and Tenant leases from Lessor, for use as a private residential apartment only, the Premises identified above, together with the fixtures, appliances and facilities and appurtenances belonging thereto, for the Term set forth above.

*Lessee	Date
*Lessee	Date
*Lessee	Date

*Name of additional occupant (Birth date, if a minor)	Date
*Name of additional occupant (Birth date, if a minor)	Date
LESSOR	Date

LEASE COVENANTS AND CONDITIONS

1. **RENT:** Tenant shall pay Lessor, or Lessor's agent, as rent for the Premises, in the sum stated above, on the first day of each calendar month, in advance, at Lessor's address stated above or as Lessor may designate in writing. All Sums due and payable under this lease shall be deemed to be rent. See par. No. 16, below.

2. **LATE CHARGES:** A charge in the sum of \$10.00 plus 5% of any rent due in excess of \$500.00 shall be immediately due and payable by Tenant for each installment of rent not paid by the fifth day of the month to which such installment of rent applies. Any dishonored payment shall constitute a late payment retroactive to the date of tender by Tenant, and Tenant shall pay, as additional rent, any bank charge assessed by Lessor's bank for such dishonored payment.

3. **SECURITY DEPOSIT:** If, as described above, Tenant has deposited with the Lessor, a security deposit to be held by the Lessor in accordance with law, to secure the faithful performance by the Tenant of all provisions of the lease, then Lessor may apply all or any part thereof in payment of any amounts due Lessor from Tenant, or to pay for any damages caused by Tenant, Tenant's co-occupants or guests, and upon Lessor's demand, Tenant shall, in such case, promptly deposit with Lessor such amounts as required to return the security deposit to the full amount stated above. Lessor shall pay or otherwise credit to the Tenant, interest on the Security Deposit as may be required by law. If no Security Deposit is collected, this Section is **null**.

4. **CONDITIONS OF PREMISES:** Tenant's taking possession of the Premises shall be conclusive evidence of Tenant's receipt of the Premises in satisfactory condition except as otherwise specified in writing. Tenant agrees that no representation as to condition or repair have been made by the Lessor or his agent, nor any promise to decorate, alter, repair, or improve the premises unless expressly written in this lease.

5. **LIMITATION OF LIABILITY:** Except as provided by law, Lessor shall not be liable for any damage (a) occasioned by failure to keep Premises in repair; (b) for any loss or damage of or to Tenant's property wherever located in or about the Building or Premises, (c) acts or neglect of other Tenants, occupants or others, or (d) acts of God.

6. **USE OF PREMISES:** Tenant will not allow Premises to be used for any purpose (a) that may increase the rate of insurance thereon, (b) other than as a residential premise, (c) that is unlawful, or (d) which may injure its reputation. Tenant will not permit any object to be thrown out of a window or into any common area of the Building. Nothing shall be hung from, or attached to, the outside of a window or placed near any window

sill, patio, deck or porch of the Building. No animal of any kind shall be kept at the Premises without Lessor's express written consent. The common areas and porches shall not be used for laundry, cooking, sleeping, or storage of carriages, bicycles, furniture or other property of any Tenant or occupant.

7. **ASSIGNMENT OF LEASE:** Except as provided by law, 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 estate may control but not occupy said Premises, until the expiration of lease, by breach or by its terms. Tenant is expressly denied any right to sublease or allow possession of the premises to any person not named on this lease.

8. **NO DISTURBANCE OF OTHER TENANTS:** Tenant agrees not to play radios, televisions, stereo equipment, or any musical instruments, or make noise that will disturb other Tenants or occupants in the Building.

9. **APPLIANCES:** Tenant shall not install or maintain in the Premises or in any part of the Building, any air conditioning, heating or cooling equipment, dishwashers or disposals, clothes washers, dryers or other appliances, or equipment without first obtaining Lessor's written consent. Tenant shall use all appliances, only for the purposes, and in the manner, for which said appliances are intended, and shall keep all of same in safe condition. Lessor retains the absolute right to remove any appliance, if removing same will cause the building to come into compliance with any law.

10. **CARE OF PREMISES:** Tenant agrees to (1) maintain the Premises in compliance with municipal code; (2) keep the Premises in a clean and safe condition; (3) dispose of all rubbish, garbage and waste safely and cleanly; (4) keep plumbing fixtures in a clean condition; (5) use electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities provided in the Building reasonably and for the purposes intended; or (6) not deliberately or negligently destroy, deface, damage or impair any part of Premises, Lessor's property, or the property of any other person, or allow any family, co-occupants, or guests to do so. Failure to maintain Care of the Premises and common areas as set forth herein, shall be deemed a non-curable breach of this lease.

11. **RIGHTS OF ACCESS:** The Tenant shall permit Lessor access at all reasonable times, and upon such notice as may be required by law, to make reasonable inspections, repairs, maintenance, decorations, improvements, and exhibitions; supply necessary or agreed services, or to determine Tenant's compliance with the provisions of this lease.

Lessor shall have the right of immediate access without notice in case of emergency or repair elsewhere on the Premises, which unexpectedly requires access to Tenant's Premises. Tenant's failure to provide such access shall be deemed a non-curable breach of this lease. Lessor may place upon the Premises, signs of "For Sale" and "For Rent" and Tenant will not interfere with same.

12. **NO ALTERATIONS, SIGNS OR ADVERTISEMENTS:** Tenant shall alter nor make additions to the Premises or the Building, or commit waste except for hanging pictures, without the prior written consent of the Lessor. 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 Lessor's property unless the Lessor 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 Lessor. Tenants are strictly prohibited from making private use of common areas.

13. **HOLDING OVER:** If the Tenant retains possession of the Premises, or any part thereof, more than **one hour** after the termination of the lease, by lapse of time or otherwise, then the Lessor may, at Lessor's option, deem such holding over as constituting an additional, **full**, month-to-month tenancy, upon terms of this lease, except at **double** the monthly rental specified under Section 1. Tenant shall also pay to Lessor all damages sustained by Lessor resulting from any holdover. In the event Lessor accepts a payment of rent for a period after the expiration of this lease, then continued occupancy shall be deemed a month-to-month tenancy, on the same terms and conditions as herein provided, except for the double-rent provision, to the extent permitted by law. The due date of refund applicable to any Security Deposit held, shall be expanded accordingly.

14. **HEAT AND HOT WATER:** Lessor agrees to furnish heat and hot water in sufficient quantities as required by law during the term of this lease. However, if the Premises contain any separate heating and/or hot water fixtures, then Lessor's sole obligation shall be to provide said fixtures in good operating condition and Tenant shall be responsible for the utility costs for operation thereof.

15. **STORAGE OUTSIDE THE PREMISES:** Lessor shall not be liable for any loss or damage of or to any property placed in any common areas, storeroom or any storage area in the building. Lessor has no duty or continuing duty whatsoever, to provide a storage area outside of any apartment, even when a storage area may have been previously provided.

16. **LIABILITY FOR RENT:** The Tenant shall continue paying rent and all other charges for said Premises to the end of term hereof, whether or not the Premises becomes vacant by reason of abandonment, breach of the 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 Court. Notwithstanding any of the provisions contained in this section, the Lessor shall make a good faith effort to relet the said Premises but not in priority to other vacancies. 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. Security Deposit, if any, shall **not** be used as any month's rent.

17. **COVENANTS BINDING:** It is agreed that **any** breach of the covenants, rules or regulations of **any** Section of this lease by the Tenant, shall give the Lessor the right to terminate this lease or the right of possession upon notice by law and, that in the event of and assignment of this lease, with or without the express or implied consent of the Lessor, all of the covenants herein shall be binding on the assignee to the same extent as if he had signed the lease. The consent to one assignment shall not be construed as consent to any further assignments.

18. **LEGAL EXPENSES:** Tenant shall pay all costs and attorneys' fees incurred by the Lessor due to Tenant's breach and Lessor's enforcement of the covenants and agreements of this lease as provided by court rule, statute and/or ordinance. Notices, legal or otherwise, will be accepted by Certified U.S. Mail only and are not accepted by regular mail, facsimile, courier, email or telephone.

19. **SURRENDER OF POSSESSION OF PREMISES:** The Tenant shall surrender possession, and keys, of said Premises, promptly upon termination of this lease, whether by reason of breach of expiration, with the Premises being in substantially the same condition as when Tenant assumed possession thereof, ordinary wear and tear expected. Surrender is effective at the exact moment in time that keys are returned.

20. **OCCUPANCY REQUIRED:** Tenant agrees not to abandon said Premises, nor permit the Premises to remain vacant or unoccupied for a period of time, which could be construed under law as abandonment. Any occupant of the premises, not expressly named and authorized herein, shall be deemed in trespass.

21. **REMEDIES CUMULATIVE:** Lessor's remedies as provided herein are cumulative in nature and shall be in addition to, and not in lieu of, any and all other remedies granted to Lessor by any state or local law or ordinance.

22. **IN CASE OF CASUALTY:** In case the Premises, Building or any part thereof shall be rendered substantially untenable by fire, explosion or other casualty, the respective parties hereto shall have all the rights provided by law. For the purpose of this section, Lessor'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 construed as diligent efforts to repair the building within a reasonable time.

23. **SMOKE AND CARBON MONOXIDE DETECTORS:** By signatures contained herein, Tenants acknowledge that at the time of obtaining possession of the Premises, all smoke detectors and carbon monoxide detectors required to be installed, are in good working order and that Tenant was provided with written information about their testing and maintenance. Tenants agree to repair and maintain the smoke detector and carbon monoxide detector device(s), including the replacement of batteries, when necessary.

24. **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 repair all damage caused by Lessor's removal of Tenant's installation and failure to do so will constitute a non-curable breach of this lease. Under this Section, Lessor shall be entitled to terminate the Lease, or right of possession, and shall be entitled to actual damages, costs and attorney's fees arising therefrom.

25. **MECHANICS' LIENS:** Tenant shall not place or allow to be placed on the Premises, the building or elsewhere on the real property, any mechanics' liens, or any other claims for liens for any repairs, maintenance, alterations or modifications performed by, or ordered or contracted by, the Tenant, whether or not same were rightfully performed or ordered by the Tenant. The placement of any such liens shall constitute a breach of this lease and upon (10) days' notice to cure said liens or lien claims, Lessor may terminate Tenant's tenancy or right of possession. In addition, Lessor shall have the right to satisfy and remove said liens without regard to the merits thereof and Tenant shall be responsible for the damages incurred by Lessor in connection therewith.

26. **FALSE INFORMATION:** The Tenant warrants all the information given by him in applying for this lease to be true, and that **any** false information provided shall constitute a non-curable breach of this lease. Occupancy by other persons not expressly set forth in this lease, or identified in the lease application, shall constitute a non-curable breach of this lease.

27. **RULES AND REGULATIONS:** Tenant agrees to observe the Rules and Regulations contained elsewhere in this lease, and any attachments and inclusions hereto, as well as any further reasonable Rules and Regulations established by the Lessor during the tenancy of this lease. Such Rules and Regulations are hereby incorporated into and made part of this lease. Tenant agrees that the ultimate determination of whether Tenants action(s) shall constitute a failure to observe said Rules and Regulations, shall be at Lessor's sole judgment and discretion and, in the event of such breach, Lessor shall be entitled to terminate the tenancy upon ten (10) days' notice, and shall further be entitled to such additional rights and remedies as are provided by law. Par. 34 is expressly incorporated into this Section.

28. **RECEIPT OF REQUIRED DOCUMENTS:** Tenant acknowledges that the following documents have been received by Tenant, in accordance with law, and that said disclosures are in proper form and have been fully made in accordance therewith; and said documents are written, attached to and incorporated into this lease: (a) federal lead-paint disclosure notice, (b) current Residential Landlord Tenant Ordinance, (c) summary of any code violations cited for the unit or common areas during the twelve (12) months preceding this lease or renewal, (d) summary of any code enforcement hearings before the Department of Administrative Hearings or Housing Court, and (e) Cleaning and Maintenance Charge List. By his signature herein, Tenant expressly waives any subsequent allegation that he failed to receive any of the documents described in this Section.

29. **JOINT LIABILITY:** If this lease is executed by only one spouse, both spouses shall be deemed personally liable therefore, pursuant to the applicable family expense doctrine or statute then in effect.

30. **SUBORDINATION OF LEASE:** 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 non-curable breach of this lease.

31. **INTERPRETATION:** Masculine words shall be applicable to females and corporations, and singular words shall be interpreted as plural, as the situation may require. The words "Lessors" and "Tenants," in case more than one person constitutes either party to this lease; and all the covenants and agreements herein contained shall be jointly and severally binding upon, and inure to, themselves their respective successors, heirs, executors, administrators and assigns.

32. **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, such event shall not affect, impair or render invalid or unenforceable under applicable law, the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the applicability of any clause, provision or portion hereof to other persons or circumstances under said law.

33. **RIGHT TO CURE:** Without waiving any statutory rights or remedies, Tenant grants to Lessor the right to cure any alleged omission, error, defect or breach of this lease and/or of the Landlord Tenant Ordinance upon ten (10) days written notice to the Lessor of such omission, error, defect or breach. If Lessor cures the omission, error, defect or breach within that time, the Tenant agrees that he shall have been fully and completely compensated for all damages or injuries allegedly sustained.

34. **LEESTREET.COM:** The entire content of the website <http://www.leestreet.com>, as it may be updated from time to time, shall by reference, be incorporated into and be a part of this lease agreement. Tenant agrees they have thoroughly reviewed the content of same and agree to abide by any rules, regulations, conditions, covenants or other terms as set forth therein. Tenant accepts the duty to review the content of same from time to time and to notify Lessor in writing, within 30 days, of any dispute with any new or modified term, covenant or condition updated therein. If no such written notification is made, Tenant agrees to be bound thereafter by such modification(s).

35. **PARKING:** All vehicles are subject to terms of a separate Parking Agreement.

36. **NON-REFUNDABLE ADMINISTRATIVE FEE:** Concurrently with the execution of this Lease, Tenant has paid a non-refundable Administrative Fee to Lessor to defer Lessor's expenses relating to the administration and processing of this Lease. The non-refundable Administrative Fee cannot be applied towards Tenant's obligation to pay rent or other amounts due under this lease. The Administrative Fee is deemed to be fully earned by Lessor upon execution of this Lease and will not be returned or refunded to Tenant for any reason after the Lease is signed. If no Administrative Fee is collected, this Section is **null**.

THESE RULES ARE ABSOLUTELY COMPULSORY AND ARE FOR THE MUTUAL BENEFIT OF ALL TENANTS

- All pets shall be subject to terms of a separate Pet Agreement.
- Passages, public halls, stairways, landings, elevators and elevator vestibules shall not be obstructed or be used for children's play or for any other purpose than for ingress and egress from the Building or Premises, nor shall children be permitted to congregate or play in or around the Building.
- All furniture, supplies, goods, packages of every kind shall be delivered through the rear or service entrance, stairway or elevator.
- Common area laundry and drying apparatus, if any, shall be used in such a manner and at such times as the Lessor may direct.
- The use of garbage receptacles or incinerators, if any, shall be in accordance with posted signs and only garbage and refuse wrapped in small, tight plastic parcels, may be placed in garbage receptacles or incinerator hoppers. Aerosol cans or inflammable materials shall not be placed in garbage receptacles or dropped into the incinerator. Recycled waste shall be disposed of as prescribed by Lessor.
- No awnings or other projections including air conditioners, television, internet or radio antennas, dishes or wiring shall be attached to, or be placed in any common area.
- The Tenant shall not alter any lock or install a new lock or other attachment to any door of the Premises without the written consent of The Lessor.

- No waste receptacles, supplies, footwear, umbrellas, bicycles or other articles shall be placed in any hallways, doorways, stairwells, porches or other public areas.
- Running extension cord wiring for electrical appliances or fixtures in violation of the Municipal Code is prohibited.
- The water closets, basins and other plumbing fixtures shall not be used for any purpose other than those for which they were designed; no sweepings, rubbish, rags or any other improper articles shall be thrown into them. Any costs or damage resulting from misuse of such facilities shall be paid for by the Tenant as additional rent.
- There shall be no cooking done in or about the Premises except in the kitchen. Cooking on a barbecue or other similar equipment on a porch or balcony is expressly prohibited.
- Water beds are specifically prohibited, without Lessor's prior written consent.
- Lessor has the right to bar individuals from the premises and building and if Tenant permits any barred individual to enter the Building or Premises, Lessor shall have the right to press criminal charges against said individuals, and to terminate Tenant's lease, or right of possession, as a non-curable breach of said lease.
- _____

GUARANTEE

In consideration of Ten and no/100 (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the undersigned hereby unconditionally guarantees the full and faithful performance of all of the terms, covenants, conditions and provisions of this lease by Tenant, Tenant's heirs, successors, personal representatives, sub lessees and assigns.

Form last updated: **October 15, 2009**