

Chicago Apartment Lease (not furnished)

Date of Lease	Term of Lease		Monthly Rent	Security Deposit
4/15/2008	Start Date	End Date	\$1,500.00	\$2,250.00
	5/1/2008	4/30/2009		

Additional Fees				
Late Fee: \$10 + 5% over \$500	Returned Check Fee: \$50	Lock Out Fee: \$75	Re-letting Fee: \$300	

For apartment located at: **1423 W. Fillmore #1, Chicago IL 60607**, with **0** parking space(s) and **NO** pet(s).

By signing below the following tenants indicate that they have received a copy of the **Landlord Tenants Ordinance, Lead Disclosure, Heat Disclosure, Security Deposit Receipt, and Moving Information** and have read all **4** pages of the lease.

Tenants:	Signatures:	Tenant signatures go here.	Landlord:	Landlord signature here.
Joe Tenant	(1)	(signature)	Waterside Properties	
Sue Tenant	(2)	(signature)	1423 W Fillmore, Chicago, IL 60607	
	(3)	(signature)	P: 312 829-1802, F: 312 829-1803	
	(4)	(signature)	X	(seal) as agent of Waterside Properties

I/We hereby acknowledge that Landlord has disclosed any code violations, code enforcement litigation and/or compliance board proceedings during the previous 12 months for the apartment and common area and any notice of intent to terminate utility service, copies of which, if any, are attached to this lease.

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 and Tenant 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 a pet rider is signed and attached.

ADDITIONAL COVENANTS AND AGREEMENTS:

- 1) Rent is due on the 1st of the month and is considered late if paid after the 1st.
- 2) Utilities, excluding water, are the responsibility of the Tenant and it is their responsibility to have all utilities placed in their name.
- 3) 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 remains on the leased premises.
- 4) No smoking is permitted in the apartment.
- 5) Tenants have been advised to obtain renters insurance.
- 6) Tenants are responsible for replacing the batteries in smoke and carbon monoxide detectors.
- 7) All intention of sublet must be made at least 45 days in advance along with the re-letting fee.
- 8) 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.

SPECIAL ADDITIONS TO THE LEASE:

LEASE COVENANTS AND AGREEMENTS

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 each and every month in advance at Landlord's address stated above or such other address as Landlord may designate in writing. The time of each and every payment of rent is of the essence of the Lease.
Make checks payable to Waterside Properties, 1423 W Fillmore, 60607.
2. **Late Charges:** Rent is considered late if paid after the 1st of the month. Rent shall be considered received, on the date of receipt, not the date of mailing. If the rent is late a fee of \$10 for the first \$500 in monthly rent plus five (5%) percent of any amount in excess of \$500 in monthly rent.
3. **Returned Checks:** If your rent check is returned for any reason, you will be charged the returned check fee in addition to all late fees; both fees shall be considered additional rent and not deducted from your security deposit. Landlord shall have no obligation to re-deposit the same check. Any rent paid after the 10th must be paid in the form of cash or a certified check. If a second rent check is returned within 6 months, any future rent payments must be made in the form of cash or a certified check.
4. **Security Deposit:** Tenant has deposited with Landlord the Security Deposit as set forth above, to be retained by Landlord to ensure that Tenant shall fully perform each and every term and obligation provided in this Lease. If Tenant fully performs each and every obligation as provided in this lease and pays all sums due to Landlord, then Landlord, after the Tenant has surrendered possession of the premises and has delivered the keys thereto, shall refund said deposit to Tenant. If Tenant has failed to perform or comply with any of the provisions in this Lease, then Landlord shall deduct any damages from the Security Deposit. **The Security Deposit shall not be treated as an advance payment of rent, and Tenant may not apply the Security Deposit as rent.**
5. **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.

6. **Condition of the premises:** Tenant has examined the premises prior to accepting same and prior to the execution of this Lease, and Tenant is satisfied with the physical condition thereof, including but not limited to the heating, plumbing and smoke & CO detectors and taking possession shall be conclusive evidence of Tenant's receipt thereof in good order and repair. No promises as to condition or repair have been made by Landlord or his agent, which are not therein expressed, and no promises to decorate, repair or modify the premises, which are not contained herein, have been made by Landlord or his agent.
7. **Smoke and CO detectors:** 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. Tenant agrees to repair and maintain the smoke detector and carbon monoxide detector device(s) including replacement of that battery when necessary and monthly checks of the devices.
8. **Tenant to maintain:** Tenant shall keep the premises and the 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, if the premises are not in good repair and in a clean, sightly and healthy condition, Landlord or his agents may replace the premises in the same condition of repair, sightliness and cleanliness as existed at the date of execution of this Lease; Tenant agrees to pay Landlord for all expenses incurred by Landlord in replacing the premises in that condition. Tenant shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities, or any other portion of the premises.
9. **Use of premises:** The premises shall be occupied solely for residential purposes by Tenant and those persons listed in the Application for the Lease. Neither Tenant nor any persons residing with or visiting Tenant shall suffer, perform or permit any act or practice that may 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 with, or visiting Tenant.
10. **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.
11. **Access:** Tenant shall not unreasonably withhold consent to the Landlord to enter the apartment at reasonable times for reasonable purposes as provided by statute or Ordinance. Landlord may place upon the premises, signs of "For Sale" and "For Rent" and Tenant will not interfere with the same.
12. **Heat and water:** 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. Tenant shall at all times maintain the temperature at a minimum of 50 degrees and shall be responsible for all damages resulting from the failure to do so.
13. **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.

14. **Forcible detainer:** If Tenant defaults in the payment of rent or any part thereof, Landlord may distrain for rent and shall have a lien on Tenant's property for all monies due Landlord, or if Tenant defaults in the performance of any of the covenants or agreements herein contained, Landlord or his agents, at his option, may terminate this Lease, and, if abandoned or vacated, may re-enter the premises. Nonperformance of any Tenant's obligations shall constitute a default and forfeiture of this lease, and Landlord's failure to take action on account of Tenant's default shall not constitute a waiver of said default.
15. **Notices:** Any demand or notice may be served by delivering a copy to the Tenant, or by leaving the same with some person above the age of twelve years, residing on or in possession of the premises, or by sending a copy of said notice to the Tenant by certified mail, return receipt requested, or by posting the same on Tenant's door to the premises, if no one is in actual possession of the premises.
16. **Insurance:** Landlord is not an insurer of Tenant's property. Tenant shall carry sufficient insurance to insure all of Tenant's property located on Landlord's premises. Landlord is not responsible for Tenant's property for any reason.
17. **Fire and casualty:** If the premises shall be rendered untenable by fire or by other casualty, the Landlord shall not be obligated to restore the premises and Tenant may terminate this Lease as provided by statute or Ordinance.
18. **Eminent Domain:** If the whole or a substantial portion of the premises is condemned by any competent authority for any public use or purpose, this Lease shall be terminated.
19. **Surrender of premises and HoldOver:** At the termination of this Lease, by lapse of time or otherwise, Tenant shall yield up and surrender immediate possession to Landlord, and deliver all keys to Landlord or his agent. If Tenant fails to vacate the premises upon termination, Tenant shall pay a sum equal to double the amount of rent herein set forth as liquidated damages for the time that possession is withheld; and Tenant shall also compensate Landlord for any and all damages incurred by Landlord by virtue of Tenant's failure to vacate the said premises in accordance with the terms of this Lease. The payment or acceptance of rent after expiration of the Lease, shall not extend this Lease. The Premises must be in substantially the same conditions as when Tenant assumed possession thereof, ordinary wear and tear excepted.
20. **Lease Termination:** 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 agrees to be completely moved out by midnight of the last day of the Lease. Occupancy for any part of a day will be charged at the rate determined for a full day.
21. **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.
22. **Binding on heirs:** All covenants contained herein shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, assigns and successors.
23. **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.
24. **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.
25. **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.
26. **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.

27. **Subordination:** Tenant will not do any act which shall encumber Landlord's title to the premises, and if Tenant causes a lien to be placed on the title, or 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.
28. **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.
29. **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.
30. **Sublet or assignment:** 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.

31. **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.
There is absolutely no Buy-Out between Nov and Feb.
32. **Sublet:** Tenant agrees to pay the Landlord the re-letting fee if the apartment is sublet and lease is broken. Tenant is responsible for entire rent until apartment is re-rented to a qualified applicant. Said fee shall not be taken from Security Deposit under any circumstances & rent must be paid as due.
There is absolutely no sublets between Nov and Feb.
33. **Re-rental expense:** Tenant agrees that if the Tenant vacates the apartment prior to the expiration of the lease, and does not provide a qualified sub-tenant to the landlord, it will incur the landlord significant expenses in re-renting the apartment. To cover such costs, Landlord will charge the Tenant a rental fee equal to (1) one month's rent. Landlord reserves the right to pursue Tenants for all unpaid rent and expenses.
34. **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.
35. **Rules and regulations:** Tenant shall observe and abide by the Rules and Regulations set forth in this Lease, and agrees to be bound by and comply with any further reasonable rules and regulations established by the Landlord.

Lead Warning Statement & Disclosure of Information on Lead-based Paint and/or Lead Based Hazards:

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, Landlords must disclose the presence of known lead-based paint and/or lead-based hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord has no knowledge of lead-based paint and/or lead-based hazards in the dwelling. Landlord has no reports or records pertaining to lead-based paint and/or lead-based hazards in the dwelling. Tenant acknowledges receiving from Landlord copies of all information regarding lead-based paint and/or hazards in the dwelling. Tenant acknowledges receiving the pamphlet *Protect your family from lead in your home.*

RULES AND REGULATIONS

These rules are for the mutual benefit of all tenants. Please cooperate. Violations may cause termination of your lease.

1. **Pets:** No dogs, cats, or other animals shall be kept or allowed in the premises, except with the Landlord's prior written consent (which may be revoked with 10 days notice), and subject to the conditions set forth in any such consent. No animals are permitted without a leash in any public areas of the premises.
For consent, a signed animal rider must be attached.
2. **Locks:** Tenant 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 agrees that he/she will not use any other locksmith other than that locksmith recommended by the Landlord. 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.
3. **Hazardous Equipment:** Tenant shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the premises any inflammable fluids or materials which may be hazardous to life or property.
4. **Storage:** 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.
5. **Disturbances:** No musical instrument shall be played and no radio or television set shall be operated at any time in such manner as to disturb or annoy other occupants of the building, nor shall other noises be made which will disturb or annoy any occupants of the building. Operation of electrical devices which interfere with radio or television reception is not permitted.
6. **Moving:** All moving and delivery shall be through the rear entrance, stairway or service elevator at hours designed by Landlord.
7. **Porches:** Tenant shall not use back porches for anything more than ingress and egress, and at no time can more than 6 people occupy that porch and shall not barbeque on porches or balconies or decks
8. **Washrooms:** Washrooms shall not be used for any purpose other than that for which they are designed, and no rubbish, rags, or injurious items shall be placed in plumbing facilities or receptacles.
9. **Garbage:** All garbage shall be securely wrapped and placed in the garbage container. Garbage is not allowed to be kept in the hallway of the building.
10. **Water beds:** are not permitted in the premises.
11. **External Fixtures:** Tenant shall not place nor permit any article or antenna outside of the windows, on the exterior walls, or on the roof of the Building, and shall not throw or drop any article from any window.
12. **Building Codes:** Tenant shall not interfere in any manner with the heating or lighting or other fixtures in the building nor run extension cords or electrical appliances in violation of the Building Code.
13. **Laundry:** 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.
14. **Other Appliances:** Tenant shall not install or maintain a washer, dryer or dishwasher on the premises without Landlord's prior written consent. Tenant shall not run water for an unreasonable length of time.

15. **Guests:** Landlord has the right to bar individuals from the premises. You must inform your guests of all lease provisions regarding use of the premises and all rules and regulations. If these provisions are violated by your guests, they may be barred and/or arrested for criminal trespassing, after they have received a barred notice and then are placed on a barred list by Landlord. If you violate the lease or any of the rules and regulations, it is grounds for termination of your tenancy.
16. **Smoking:** 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.
17. **Alcohol:** Tenant agrees, acknowledges and understands that the 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.
18. **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. Tenant is responsible for changing and replacing light bulbs. The Landlord is not responsible for providing shades for the unit. Tenant 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. Broken windows, glass doors and carpentry work will be assessed and charged at the current local rate for the necessary labor and supplies. The Tenant will be presented with a bill which is made payable with the subsequent month's Rent.
19. **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 (to the extent allowed by law) 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.
20. **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.
21. **Tenant Payments and Responsibilities.** Tenant shall pay to Landlord:
- All Rent.
 - All collection fees, late charges or other costs related to late Rent.
 - All cost for repairs, replacement, cleaning, locks or other charges as incurred or as provided for in the Lease and its Riders.
 - All preparation and delivery costs for tenant notices (not less than \$75 per notice).
 - All monies owed by Tenant to Landlord arising from this Lease or any parking lease or license between Tenant and Landlord.
 - Fee for missing smoke and carbon monoxide detectors (cost plus \$150 each).
 - Damage charges for moving through hallways (minimum of \$200 per occurrence).
 - 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).
 - All additional garbage charges for the apartment beyond customary amounts.
 - All utility bills for the apartment, unless specified otherwise in the Lease (not including any common area utility charges).

For official use only - ASSIGNMENT BY LANDLORD

In consideration of One Dollar to the undersigned in hand paid, and of other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord hereby transfers, assigns, and sets over to _____ all rights, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____, 20___.
 Dated _____, 20____. X _____ (SEAL)

For official use only - GUARANTEE

In consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Tenant, Tenant's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.
 Dated _____, 20____. X _____ (SEAL)

Pet / Animal Rider

This rider becomes part of and is attached to the lease dated 5/31/2008 by and between the Tenants and Landlord listed below.

It covers the apartment at **1423 W. Fillmore #3, Chicago IL 60607**

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. You must pick up your pet's waste and dispose of it properly. You will be charged \$100 per day, on any day that excrement is present in any yard of the property.
2. You must store pet food in a covered container. If insects or rodents become a problem, you will be responsible.
3. You must clean your refrigerator coils monthly so pet hair does not over work the motor. If your refrigerator breaks down due to your negligence, you will have to pay for repairs.
4. You must keep you cat's box clean. Do not pour litter down the sink or toilet. If the plumbing gets clogged, you will be responsible.
5. Do not let your animal spray anywhere on the premises. Your right to keep the animal in the apartment will be revoked if this occurs, and you will be responsible for all necessary rehab charges including replacing the flooring if necessary.
6. Do not let your pet's noisiness disturb your neighbors. If they complain repeatedly, your right to keep your pet in your apartment will be revoked.
7. Do not let your pet gnaw or scratch at woodwork or doors. You will be responsible for any damage.
8. If there is a lingering odor, there will be a charge to paint the apartment and steam clean your carpets.
9. Any damages and / or odor removal costs will be deducted from your Security Deposit.

Only animals whose names and types are listed below are allowed to occupy the apartment:

Cats:

Dogs:

Other:

I have read and understand the above provisions to be part of my lease, and I have received a copy of this rider.

Tenants:	Signatures: <small>Tenant signatures go here.</small>	Landlord: <small>Landlord signature here.</small>
Joe Tenant	X (signature)	Waterside Properties
Sue Tenant	X (signature)	1423 W Fillmore, Chicago, IL 60607
	X (signature)	P: 312 829-1802, F: 312 829-1803
	X (signature)	X (seal) <small>as agent of Waterside Properties</small>

Security Deposit Agreement and Receipt

For apartment located at: **1423 W. Fillmore #3, Chicago IL 60607**

Security deposit required: **\$2,250.00** Deposit Received: \$2,250.00 Balance due: \$ 0.00

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.

Landlord acknowledges receipt of the Security Deposit for the above named premises. Tenant **may not** use the Security Deposit for rent or any other charges at any time. Tenant will receive an invoice no later than 30 days after the day the apartment is vacated and will receive a check no later than 45 days after the apartment is vacated. The Security Deposit will be refunded in full, if Tenant has complied with the following provisions:

1. There have been no unauthorized deductions from rent, and Tenant owes no fees, late charges or delinquent rent.
2. The full term of the lease has expired.
3. Tenant had vacated the premises no later than midnight on the lease's expiration date. (Should Tenant occupy the premises after lease has expired, Tenant will be charged a prorated amount per day accordingly based on double the monthly rent as per Ordinance.)
4. The entire apartment including all appliances, washer & dryer, kitchen, bathrooms, cabinets, closets, carpet, floors, windows, light fixtures, balcony, etc. has been cleaned.
5. There is no damage to apartment and it is in its original condition. Floors and walls have been restored to their original condition.
6. There are no gouges, indentations, scratches or stains in hardwood floors, which would cause the need for refinishing, cleaning or replacement.
7. There are no stains or smells in the carpet, which would cause the need for replacement or cleaning.
8. There are no stickers, foam tape, scratches, large holes or gouges left in the walls.
9. All trash and discarded items have been placed in the appropriate garbage containers.
10. All keys, including mailbox key, have been returned.
11. Tenant has not changed or added any locks.
12. If you are locked out and need assistance to get in there will be a lock out charge. If you damage any doors or windows or locks trying to get back in you must pay for this damage.
13. You must pay for any damage you or your guests cause. This includes but is not limited to:
 - a. Clogged drains and toilets
 - b. Water damage caused by failure to use shower curtains, or overflowed sinks or appliances
 - c. Damage to furnace cause by failure to change filter.
 - d. Fires caused by storage of items in furnace closet.
14. 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.
15. 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.
16. Tenant shall not paint the apartment without written consent from the landlord. Even with consent, upon vacating the unit, the Tenant must re-paint all areas according to the specifications set forth by the landlord, or the cost to re-paint will be charged to the Tenant.
17. Tenant has left a forwarding address in writing.

If the pre-requisite 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 deducted from the Security Deposit. Tenant will also be liable for any amount beyond the value of the Security Deposit needed 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 light bulbs or batteries	\$60 + cost of supplies	Cabinet/Closet cleaning	\$20 each
Replace locks (keys not returned)	\$225	Carpet cleaning	\$200
Keys	\$50 per set	Sweep / Mop floors	\$60
Appliance cleaning	\$75 per appliance	Gauges in the hardwood floor	\$100 minimum

Tenants:	Signatures: Tenant signatures go here.	Landlord: Landlord signature here.
Joe Tenant	X (signature)	Waterside Properties
Sue Tenant	X (signature)	1423 W Fillmore, Chicago, IL 60607
	X (signature)	P: 312 829-1802, F: 312 829-1803
	X (signature)	X (seal) <small>as agent of Shakespeare 2022, LLC.</small>

Please indicate all current contact phone numbers and your main email address below. We keep this information current so we can reach you if we need to access your apartment if there is a problem. Circle Work, Cell or Home then write the number and include your email address.

Joe Tenant Home/Work/Cell _____ Home/Work/Cell _____ Email: _____

Sue Tenant Home/Work/Cell _____ Home/Work/Cell _____ Email: _____

 Home/Work/Cell _____ Home/Work/Cell _____ Email: _____

Chicago's Residential Landlord and Tenant Ordinance Summary

This Summary of the ordinance must be attached to every written rental agreement or be given to the tenant who has an oral rental agreement. Unless otherwise noted, all provisions are effective as of November 6, 1986. [Mun. Code ch. 5-12-170]

3. File suit against the landlord for damages and Injunctive relief.

IMPORTANT: IF YOU SEEK TO EXERCISE RIGHTS UNDER THE ORDINANCE, OBTAIN A COPY OF THE ORDINANCE TO DETERMINE APPROPRIATE REMEDIES AND PROCEDURES. CONSULTING AN ATTORNEY WOULD ALSO BE ADVISABLE.

WHAT RENTAL UNITS ARE COVERED BY THE ORDINANCE? [Mun. Code CH. 5-12-010]

- All rental units with written or oral leases (including all subsidized units such as CHA, IHDA, Sect. 8, etc.)

WHAT RENTAL UNITS ARE NOT COVERED BY THE ORDINANCE? [Mun. Code ch. 5-12-020]

- Owner occupied buildings with 6 or fewer units.
- Units in hotels, motels, rooming houses, unless rented on a monthly basis and occupied for more than 32 days.
- School dormitory rooms, shelters, employee's quarters, nonresidential rental properties.
- Co-ops and condominiums unless rented.

WHAT ARE THE TENANT'S GENERAL DUTIES UNDER THE ORDINANCE? [Mun. Code ch. 5-12-040]

The tenant, the tenant's family and guests must:

- Comply with all obligations imposed specifically upon tenants by the Municipal Code, including, maintaining smoke detector batteries within tenant's apartment.
- Keep the unit safe and clean.
- Use all equipment and facilities in a reasonable manner.
- Not damage the unit.
- Not disturb other residents.

LANDLORD'S RIGHT OF ACCESS [Mun. Code ch. 5-12-050]

- A tenant shall permit reasonable access to a landlord upon receiving 2 days notice by mail, telephone, written notice or other means designed in good faith to provide notice. A general notice to all affected tenants may be given in the event repair work on common areas or other units may require such access.

In the event of emergency or where repairs elsewhere unexpectedly require such access, the landlord must provide notice 2 days after entry.

SECURITY DEPOSITS AND PREPAID RENT [Mun. Code Ch. 5-12-060 and 5-12-081]

- A landlord must give a tenant a receipt for a security deposit including the owner's name, the date it was received and a description of the dwelling unit. The receipt must be signed by the person accepting the security deposit.

A landlord must pay interest each year at the rate set by the City Comptroller for security deposits held more than six months. (eff. 7-1-97)

A landlord must pay interest each year at the rate set by the City Comptroller for prepaid rent held more than six months. (eff. 7-1-97)

A landlord must return all security deposit and interest minus unpaid rent and money for damages within 45 days from the date the tenant vacates the dwelling unit.

in the event of fire, a landlord must return all security deposit and interest minus unpaid rent and money for damages within seven days from the date and that the tenant provides notice of termination of the rental agreement. (eff. 1-1-92)

WHAT ARE THE LANDLORD'S GENERAL DUTIES UNDER THE ORDINANCE?

- To give tenant written notice of the owner's or manager's name, address and telephone number. [Mun. Code ch. 5-12-090]
- To give new tenants or tenants renewing a rental agreement, notice of building code citations issued by the City in the past 12 months; notice of pending Housing Court, Code Enforcement Bureau or Compliance Board actions; and notice of termination of water, electrical or gas service to the building. [Mun. Code ch. 5-12-100]
- To maintain the property in compliance with all applicable provisions of the Municipal Code. [Mun. Code ch. 5-12-070]
- Not force a tenant to renew an agreement more than 90 days before the existing agreement terminates. (eff. 1-1-92) [Mun Code ch. 5-12-130 (i)]
- Provide a tenant with at least 30 days written notice of his intention not to renew a rental agreement. If the landlord fails to give the required written notice, the tenant may remain in the dwelling unit for 60 days under the same terms and conditions as the last month of the existing agreement. (eff. 1-1-92) [Mun. Code ch. 5-12-130 (j)]
- To use a lease without prohibited provisions. [Mun. Code ch. 5-12-140]

TENANT REMEDIES [Mun. Code ch. 5-12-110]

If the landlord fails to maintain the property in compliance with fire Code AND such failure renders the premises not reasonably fit and habitable, the tenant may:

1. Request in writing that the landlord make repairs within 14 days or tenant may terminate the rental agreement after the 14 days. If tenant terminates the rental agreement, he must vacate the premises within 30 days and if possession is not delivered, the tenant's notice is considered withdrawn. (eff. 1-1-92)

If the landlord fails to maintain the property in material compliance with the Code and the tenant or tenant's family or guests are not responsible for the failure, the tenant may:

1. Request in writing that the landlord make repairs within 14 days or tenant can withhold an amount of rent that reasonably reflects reduced value of the unit.

2. Request in writing that the landlord make repairs within 14 days or tenant may have the repairs made and deduct up to \$500 or of the month's rent, whichever is more, but not to exceed one month's rent. The repairs must be done in compliance with existing law and building regulations. A receipt for the repairs must be given to the landlord and no more than the cost of the repairs can be deducted from the rent.

FAILURE TO PROVIDE ESSENTIAL SERVICES (HEAT, RUNNING OR HOT WATER, ELECTRICITY, GAS OR PLUMBING) [Mun. Code ch. 5-1 2-110 (f)]

- If, contrary to the lease, an essential service is not provided, or if the landlord fails to maintain the building in material compliance with the Code to such an extent that such failure constitutes an immediate danger to the health and safety of the tenant, and
- The tenant or tenant's family or guests are not responsible for such failure, the tenant may:
 1. Procure substitute service, and upon presenting paid receipts to the landlord, deduct the cost from the rent.
 2. File suit against the landlord and recover damages based on the reduced value of the dwelling unit.
 3. Procure substitute housing and be excused from paying rent for that period. The tenant also may recover from the landlord the cost of substitute housing up to an amount equal to the monthly rent for each month or portion thereof.
 4. Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold from the monthly rent an amount that reasonably reflects the reduced value of the premises. (eff. 1-1-92)
 5. Request that the landlord correct the failure within 72 hours and if the landlord fails to do so, terminate the rental agreement. If the rental agreement is terminated, the tenant must deliver possession within 30 days or the notice of termination is considered withdrawn. (eff. 1-1-92)
- NOTE: Remedies 4) and 5) may not be used if the failure is due to the utility provider's failure to provide service. For the purposes of this section only, the notice a tenant provides must be in writing if the landlord has informed the tenant of an address to which notices should be sent. If the landlord does not inform the tenant of an address, the tenant may deliver written notice to the last known address of the landlord or by other reasonable means designed in good faith to provide written notice to the landlord. (eff.1-1-92)

FIRE OR CASUALTY DAMAGE [Mun. Code ch. 5-12-110(g)]

- If the tenant, tenant's family or guests are not responsible for fire or accident, the tenant has three choices:
 1. The tenant may move out immediately, but if this is done, the tenant must provide written notice to the landlord of the intention to terminate within 14 days after moving out.
 2. The tenant may stay in the unit, if it is legal, but if the tenant stays and is denied use of a portion of the unit through damage, he may reduce his rent to reflect the reduced value of the unit.
 3. If the tenant stays and the landlord promises to begin work but fails to diligently carry out the work, the tenant may notify the landlord, in writing, within 14 days after the tenant becomes aware that the work is not being diligently carried out, of his intention to terminate the rental agreement.

SUBLEASES [Mun. Code ch. 5-12-120]

- The landlord must accept a reasonable subtenant offered by the tenant without charging additional fees.
- If a tenant moves prior to the end of the rental agreement, the landlord must make a good faith effort to find a new tenant at fair rent.
- If the landlord is unsuccessful in re-renting the unit, the tenant remains liable for the rent under the rental agreement, as well as the landlord's cost of advertising.

WHAT HAPPENS IF A TENANT PAYS RENT LATE?

- If the tenant fails to pay rent on time, the landlord may charge \$10.00 per month late fee on rents under \$500.00 and a 5% per month late fee on that part of the rent that exceeds \$500.00. (i.e., for a \$450.00 monthly rent the late fee is \$10.00, for a \$700.00 monthly rent the late fee is \$10.00 plus 5% of \$200 or \$20.00) (eff. 1-1-92) [Mun. Code ch. 5-12-140 (h)]
- The landlord cannot evict the tenant if he accepts full payment of the rent due. (Mun. Code ch. 5-12-130(g))

LANDLORD REMEDIES [Mun. Code ch. 5-12-130]

- If the tenant fails to pay rent, the landlord, after giving 5 days written notice to the tenant, may terminate the rental agreement.
- If the tenant fails to comply with the Code or the rental agreement, the landlord, after giving 10 days written notice to the tenant, may terminate the rental agreement if tenant fails to correct the violation.
- If the tenant fails to comply with the Code or the rental agreement, the landlord, after giving 14 days written notice to the tenant or in the case of emergency as promptly as conditions permit, may enter the dwelling unit and have the necessary work done. In this case, the tenant shall be responsible for the costs of repairs.

LOCKOUTS [Mun. Code ch. 5-12-160]

- It is ILLEGAL for a landlord to lock out a tenant, or change the locks, or remove the doors of a rental unit, or to cut off heat utility or water service, or to do anything which interferes with the tenant's use of the apartment.
- All lockouts are illegal and the Police Department is responsible for enforcement against such illegal activity. (eff. 1-1-92)
- The landlord shall be fined \$200 to \$500 for each day the lockout occurs or continues.
- The tenant may sue the landlord to recover possession of the unit and twice the actual damages sustained or two months' rent, whichever is greater.

PROHIBITION ON RETALIATORY CONDUCT BY LANDLORD [Mun. Code ch. 5-12-150]

- A landlord cannot take retaliatory action against a tenant because a tenant complains or testifies in good faith to governmental agencies or officials, media, community groups, tenant unions or the landlord.

ATTORNEY'S FEES [Mun. Code ch. 5-12-180]

- Except in eviction actions, the prevailing plaintiff in any action arising from the application of this Ordinance shall be entitled to recover all court costs and reasonable attorney's fees. (eff. 1-1-92)

WHERE CAN I GET A COPY OF THE ORDINANCE?

Revised July 1 1997

Residential Landlord and Tenant Ordinance
Security Deposits

An amendment to the Chicago Residential Landlord and Tenant Ordinance requires this separate summary-which describes the rights, obligations, and remedies, and the new rate of security deposit interest, and the rate for each of the prior two years-to be attached to each written rental agreement, or be given to tenants who have an oral agreement. (Effective June 30, 1997)

Municipal Code Chapters 5-12-170, 5-12-080, and 5-12-081.

- A landlord must give a tenant a receipt for a security deposit including the owner's name, the date it was received and a description of the dwelling unit. The receipt must be signed by the person accepting the security deposit.
- A landlord must pay interest each year at the rate set by the City Comptroller for security deposits held more than six months. (eff. 7-1-97)
- A landlord must return all security deposit and interest minus unpaid rent and money for damages within 45 days from the date the tenant vacates the dwelling unit.
- In the event of a fire, a landlord must return all security deposit and interest, minus unpaid rent and money for damages within seven days from the date that the tenant provides notice of termination of the rental agreement. (eff. 1-1-92)

Under Chapter 5-12-081 of the Municipal Code of Chicago, the City Comptroller shall calculate and announce the rate of interest to be paid on security deposits. On January 1, 20___, based on information from the City Comptroller's Office, the current interest rate to be paid on security deposits is ___%. This rate is based on the average of passbook savings accounts, insured money market accounts, and six-month certificates of deposit from the commercial bank having its main branch located in the city and having the largest total asset value. On the first business day of each year, beginning in 1998, the City Comptroller shall set the security deposit interest rate for the year. All rental agreements entered into between the setting of the interest rates shall require a landlord to pay interest at the rate based on the most recently determined interest rate.

Interest is paid if deposit is held for more than 6 months and for 1 year based upon the date the lease is written. So even if a lease is entered into on December 31, 2006, and the interest is earned throughout all of 2007, the interest is payable at the rate announced in January 2006, not 2007.

- Interest rate on security deposits (2010):
- Interest rate on security deposits (2009):
- Interest rate on security deposits (2008): 1.26%
- Interest rate on security deposits (2007): 1.68%
- Interest rate on security deposits (2006): 1.71%
- Interest rate on security deposits (2005): 1.01%