

**RIDER TO LEASE**

Address \_\_\_\_\_ Apt# \_\_\_\_\_

This Rider shall become a part of and be incorporated into that certain Chicago Apartment Lease (the "Lease") dated 08/04/2005, by and between the Landlord and Tenant. Any capitalized term not defined herein shall have the meaning ascribed to it in the Lease. No representations or agreements made by Landlord or management company personnel which alter the terms of the Lease or Rider are effective unless in writing. In the event of conflict between terms of the Lease and the terms of this Rider, the terms of this Rider govern and control.

1. **Tenant Payments and Responsibilities.** Tenant shall pay to Landlord:
  - a. All Rent.
  - b. All collection fees, late charges or other costs related to late Rent.
  - c. All cost for repairs, replacement cleaning, locks or other charges as incurred or as provided for in the Lease and this Rider.
  - d. All preparation and delivery costs for tenant notices (not less than \$75.00 per notice).
  - e. All monies owed by Tenant to Landlord arising from this Lease or any parking lease or license between Tenant and Landlord.
  - f. Fee for missing smoke and carbon monoxide detectors (cost plus \$150.00 each).
  - g. Damage charges for moving through the front stairs and hallways (a minimum of \$200.00 per occurrence).
  - h. 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.
  - i. All additional garbage charges beyond customary amounts.
  - j. All utility bills for said unit, unless specified otherwise in the Lease.
2. **Rent Payment.** All Rent is due in Peak Properties LLC's designated offices by the 1<sup>st</sup> day of each month. Any Rent received after 5:00 p.m. on the 5<sup>th</sup> day of the month will be considered late and that month's Rent shall be increased by a "Late Fee". To the extent permitted by applicable law, the Late Fee is 5% of the total monthly Rent. The Late Fee shall constitute additional Rent which is due and owing and shall be paid to Landlord as Rent. Rental Payments must be made by check, money order or cashiers check. No cash will be accepted. It is Tenant's responsibility to ensure that payment is delivered in sufficient time. Landlord reserves the right to demand payment of Rent by money order or cashiers check. No event, circumstance or condition, including without limitation, the failure to or inability of the Landlord to make any repairs or to provide any services, shall form the basis of any claim or setoff for damages against Landlord, nor a basis for an abatement of Rent, nor a cause for termination of the Lease. Tenant acknowledges and agrees that the payment of Rent is an independent covenant and that Tenant shall not be entitled to abate Rent for any reason whatsoever unless such a right is expressly set forth in the Lease.
3. **NSF Checks and Stop Payments.** All payments that are dishonored shall constitute a late payment retroactive to the date of tender by Tenant, and Tenant shall pay, as additional Rent, a charge of \$50.00, in addition to any Late Fees, in accordance with Paragraph 2 of this Rider.
4. **Renter's Insurance & Tenant Property.** 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. Storage, if available, is unsecured and is provided at Tenant's risk. Tenant agrees 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.
5. **Monthly Smoke Detector and Carbon Monoxide Detector Check.** Tenant agrees to check all smoke detectors and carbon monoxide detectors in the apartment on a monthly basis and immediately replace batteries as necessary. Tenant agrees to immediately inform Landlord of missing or malfunctioning detectors.
6. **Moving.** All move-ins and outs must be done through the rear or service stairs. If Tenant moves in or out through the front hallways and stairs Tenant will be assessed for damages.
7. **Keys.** 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. Any keys that are lost or broken by the Tenant will be replaced by the Landlord at the cost of \$5.00 per key. If the Tenant is locked out of the apartment and requires Peak Properties LLC to provide access into the apartment, the Tenant shall pay \$50.00 to the Landlord at the time of service.
8. **Laundry Facilities.** Laundry facilities, if any, are provided as a convenience to the Tenant. Landlord shall not be liable or responsible to Tenant for failure of any laundry machine to operate or for any damage to clothing. The Tenant agrees to clean up any dirt, lint and other debris or garbage that he/she causes to be in the laundry room. Tenant shall not install any washers, dryers or laundry machines in the apartment, the laundry facility or any other part of the Property.
9. **Storage.** Tenant must store all items in the designated storage areas, if any. Storage is not permitted in the common areas of the Property.

10. **Pets.** When entering or leaving the Property with a dog, you must use the back entrance. Any damage done to the front entrance due to your animal will be assessed a \$100.00 damage fee. In addition, it is your responsibility to pick up after your pet. If a service has to be hired to clean up after your pet, you will be assessed a \$100.00 fee to cover the service.
11. **Porches and Stairwells.** 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 persons at any one time (except for ingress and egress only) and shall not be used for storage or grilling.
12. **Use of Property.** 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.
13. **Alcohol.** 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.
14. **Tenant Agents, Contractors, Guests or Invitees.** 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.
15. **Tenant Disturbances.** 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 neighbors or janitors, the Tenant will be subject to eviction procedures as set forth by local ordinance.
16. **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. TENANT MUST ALSO RECEIVE A FEDERALLY APPROVED PAMPHLET ON LEAD POISONING, PREVENTION.** Landlord has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards on the Property. Tenant acknowledges receiving from Landlord copies of all information regarding lead-based paint and/or hazards on the Property. Tenant acknowledges receiving the pamphlet *Protect Your Family From Lead in Your Home*.

17. **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 and become payable each month at the rate of \$30.00 per hour. 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.
18. **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.
19. **Property Security.** 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.
20. **Landlord Rental Expenses.** Tenant agrees that if it 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") and Landlord may apply Tenant's security deposit to cover said expense. 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.

- 21. **Damages In Event of Fire.** Nothing contained in this Lease shall make the Landlord liable to the Tenant for damages in the event of fire, explosion or other casualty nor impose upon Landlord any obligation to make repairs which are more extensive or different from those required by the provisions of Paragraph 22 of the Lease.
- 22. **Cancellation Clause.** In the event the Property is sold or transferred, any Lease can be cancelled by Peak Properties LLC, upon 60-days advance written notice.
- 23. **Lease Buy-Out.** Tenant may terminate this Lease with Landlord's written approval, and by delivering to Landlord a "Buy-Out Fee" equal to two months Rent, in addition to the forfeiture of the security deposit, totaling three months rent, whereupon the Lease shall terminate on the last day of the next full month. The Buy-Out termination must accompany Tenant's notice to vacate. Rents shall continue to be due up to and through the last day of the last month of occupancy. Payment of the Buy-Out Fee will waive the Rental Fee. If not approved, Landlord shall return the Buy-Out Fee to the Tenant.
- 24. **Reletting.** Tenant may re-let the apartment only by written notice to Landlord at least 45 days in advance of the proposed re-let. The re-let fee is \$250.00. All subtenants must complete Landlord's Application for apartment and be approved by Landlord in Peak Properties LLC's sole discretion before moving into the apartment.
- 25. **Last Month's Rent.** Under no circumstances may Tenant apply the Security Deposit to the payment of Rent. Rent for the last month of any Lease term is due on the first day of the last month.
- 26. **Forwarding Address.** Tenant must provide Landlord with Tenant's forwarding address, in writing, at 2201 W. Roscoe. Tenant's Security Deposit will be returned pursuant to all applicable laws. Security Deposits will be returned to Tenant at the written forwarding address. If Landlord does not receive a written forwarding address from Tenant prior to the expiration of the Lease, the Security Deposit may be returned to the Tenant by U. S. Mail to Tenant's last known address. All additional administrative costs incurred by Landlord for processing the Security Deposit without a written forwarding address will be borne by Tenant. The maximum administrative cost of re-issuing a Security Deposit check will be \$50, to be paid by Tenant. The security deposit will be refunded in the form of a check payable jointly to all persons who signed the lease, regardless of whose money was actually placed on deposit. Said check will be mailed to the first forwarding address received within forty-five (45) days of the lease.

27. **Holdover.** In the event Tenant does not vacate apartment at the expiration of the Lease, the Rent for holding over is \$200.00 for the first day of the holdover month and three times the daily Rent (pro-rated on a 30-day basis from the stated Rent in the Lease) for any additional days beyond the first day, plus any additional damages caused by the actions of the Tenant. 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 above for a full day.

28. **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 refrigerator is to be defrosted, the plug pulled and the door left open. 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 Peak Properties' 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.

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:

Refrigerator cleaning	\$75.00
Range/oven cleaning	\$75.00
Cabinet/counter cleaning	\$25.00
Apartment/building/mail key replacement	\$ 20.00 each
Light bulb replacement	\$ 2.00 each
Trash removal/excessive cleaning	\$ 15.00/hour
Decorating/maintenance	\$ 20.00/hour
Carpet cleaning	\$200.00
Keys	\$ 50.00/set

In the event any of these terms or conditions conflict with state and/or city laws, state and/or city laws shall prevail.

Tenant

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Landlord, by Peak Properties LLC, an Illinois limited liability company

PEAK PROPERTIES, LLC, SOLELY AS LEASING AGENT ON BEHALF OF THE OWNER BY:

\_\_\_\_\_  
 \_\_\_\_\_



## VACATING PROCEDURES FOR RESIDENTS

Please be advised that you are contractually obligated to vacate the premises by 11:59 p.m. on the last day of your lease should you choose not to renew, or if Peak Properties does not renew your lease. If you have not vacated the premises and returned all keys to Peak Properties by this time, we will enforce item number 13 (thirteen) in your Apartment Lease which states that you will be liable for double the monthly rent in the event that you (Lessee) retains possession of all or any part of the apartment after the ending date of your Lease.

### A. At Lease Expiration

Your lease is a contract that obligates you to pay your apartment rent for the entire term of the lease. However, you can choose not to renew your lease and vacate your apartment at the expiration of the lease, but you are required to give Peak Properties LLC notice of your intent to vacate your apartment no later than 45 days before your lease expires. If you decide to vacate your apartment at the expiration of your lease, your security deposit will be returned in full (plus interest), provided you have complied with the following:

1. Forty-Five Days (45 days) notice to vacate in writing is given.
2. Paid your rent in full, including any late charges or charges for damages.
3. Not damaged your apartment beyond normal wear and tear.
4. Cleaned your entire apartment including the range top, oven, refrigerator, bathroom, closets, etc. You must vacuum. The carpeting will be cleaned by Peak Properties, LLC at no cost to you, provided it is not soiled beyond normal wear and tear. If you were given permission to install a tacked down area rug or wall to wall carpeting over hard wood floors, you must restore the floor to its original condition. Finally, as you clean your apartment, please place debris, trash and discarded material in proper rubbish containers in designated areas.
5. Turned in your keys on or before midnight the day your lease expires. If keys are not returned to our office at 2201 W. Roscoe, you will be charged \$250.00 for lock replacement.

### B. Prior to your Lease Expiration

If circumstances are such that you need to move before the expiration of your lease, you have 2 options:

1. You can enter into a Leas Buy-Out Agreement requiring you to pay two (2) months rent to buy-out your lease and forfeiture of security deposit.
2. Sublease your unit. See attached sublet letter.

If you are permitted to break your lease, you will still be required to comply with Items A1-4 above.

I acknowledge receipt of one (1) copy of the Vacating Procedures.

\_\_\_\_\_  
Tenants Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenants Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenants Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**Tenant Contact Form**

Address: \_\_\_\_\_

Unit#: \_\_\_\_\_

Tenant: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Relation: \_\_\_\_\_

Phone: \_\_\_\_\_

SAMPLE