



**PEAK PROPERTIES CHICAGO APARTMENT LEASE**

Unfurnished

Date of Lease	Beginning Date	Ending Date	Monthly Rent	Security Deposit
7/24/07	9/01/07	8/31/08	\$825.00	\$825.00

**TENANT**

IDENTIFICATION OF OWNER AND AGENTS

**NAME:** TENANT NAME HERE

Owner or Authorized Management Agent: Roommate switch

**APT. NO.** 54321

**AS AGENT & OWNER OF RECORD:**

**PREMISES:** 54321 Main St.

**Peak Properties**  
2201 W. Roscoe  
Chicago, IL 60618  
(773) 281-5252

**CITY:** CHICAGO IL 60622

NOTICE OF CONDITIONS AFFECTING HABITABILITY

Person Authorized to Act on Behalf of Owner for Purpose of Service of Process and Receipting for Notice:

**SAME AS ABOVE**

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

**ADDITIONAL COVENANTS AND AGREEMENTS (if any):**

Occupancy is limited to the following named persons:

Tenant is responsible for gas and electric services.

The following forms, as checked, are incorporated herewith and are a part of this lease agreement.

- Lead disclosure Statement
- Move In information
- Vacating Procedures

TENANT:

LANDLORD:

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

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

\_\_\_\_\_

In consideration of the mutual agreements and covenants herein contained, Landlord hereby leases to Tenant, and Tenant hereby leases from landlord, for use as a private apartment, the Premises identified above, together with the fixtures, appliances, and facilities and appurtenances belonging thereto, for the Term set forth above.

I have received a copy of the Chicago Residential Landlord and Tenant Ordinance per Chicago City Code \_\_\_\_\_

\_\_\_\_\_

**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 (INITIAL)**

(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 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 Lessee's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessee	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessor	_____ Date

**ACKNOWLEDGEMENT OF RESIDENTIAL LEASE COMPLIANCE WITH CHICAGO MUNICIPAL CODE  
TITLE 5, CHAPTER 12 ENTITLED "RESIDENTIAL LANDLORD AND TENANTS ORDINANCE"**

X \_\_\_ X \_\_\_ I have been given satisfactory opportunity to review the lease prior to signing and have voluntarily executed the lease.

X \_\_\_ X \_\_\_ I have been given a receipt, which I have signed, for the payment of any security deposit in connection with this lease

X \_\_\_ X \_\_\_ In accordance with Section 5-12-170 of the Residential Landlord and Tenants Ordinance, I have been provided a legible copy of the summary of the Residential Landlord and Tenants Ordinance.

X \_\_\_ X \_\_\_ Based upon my review and understanding of the Lease, it is in compliance with all aspects of the Residential Landlord and Tenants Ordinance, without limitation.

X \_\_\_ X \_\_\_ Section 5-12-090 Identification of Owner and Agents- The Lease clearly identifies the name, address and Telephone number of the Owner or person authorized to manage the premises, and a person authorized to Act for and on behalf of the owner for the purpose of receiving and receipting for notices and demands.

X \_\_\_ X \_\_\_ Section 5-12-100 Notices of conditions Affecting Habitability- Landlord has disclosed that no code violations have been cited by the City of Chicago during the previous 12 months for the dwelling unit and common areas.

x \_\_\_\_\_ (lessee)

x \_\_\_\_\_ (lessee)

## LEASE COVENANTS AND CONDITIONS

- 1. RENT:** Tenant shall pay Landlord, or Landlord's agent, as rent for the Premises in the sum stated above, on the first day of each calendar month, in advance, at Landlord's address stated above or as Landlord may designate in writing. All sums due and payable under this lease shall be deemed to be rent.
- 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 Landlord's bank for such payment.
- 3. SECURITY DEPOSIT:** The Tenant has deposited with the Landlord the above described security deposit to be held by the Landlord in accordance with state or local law or ordinance to secure the faithful performance by the Tenant of all provisions of the lease. Landlord may, to the extent permitted by state or local law or ordinance, apply all or any part thereof in payment of any amounts due Landlord from Tenant, or to pay for any damages caused by Tenant, Tenant's co-occupants or guests, and upon Landlord's demand Tenant shall, in such case, if applied during the lease term promptly deposit with Landlord such amounts as required to bring the security deposit up to the full amount stated above.
- 4. CONDITION OF PREMISES:** Tenant's taking possession of the Premises shall be conclusive evidence of Tenant's receipt of the Premises in good condition except as otherwise specified, in writing, in the lease. The Tenant agrees that no representations as to condition or repair have been made by the Landlord or his agent, nor any promise to decorate, alter, repair or improve the Premises unless expressly written in this lease.
- 5. 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.
- 6. USE OF PREMISES:** Tenant will not allow Premises to be used (a) for any purpose that will increase the rate of insurance thereon or (b) for any purpose other than for a residential Premises. Tenant will not permit Premises to be used for any unlawful purpose or for any purpose that will injure the reputation of the Building; nothing shall be hung from the outside of windows or placed outside any window sills, patio, deck, or porch of the Building; no bird, dog, cat, or other animal shall be kept at the Premises without the Landlord'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 Tenant.
- 7. ASSIGNMENT OF LEASE:** Except as provided for under any applicable statute or ordinance, the Tenant shall not assign this lease, or sublet the Premises, voluntarily or by operation of law, excepting that in the event of Tenant's death, Tenant's family may continue to occupy said Premises, until the expiration or termination of the lease, by breach or by its terms.
- 8. NO DISTURBANCE OF OTHER TENANTS:** The 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. The Tenant shall not cause or permit any damages to the Premises or property of Landlord or of any other person at 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 Landlord'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 clean conditions.
- 10. CARE OF PREMISES:** Tenants agrees to (1) maintain the Premises in compliance with the applicable 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, elevators and other facilities provided in the Building reasonably and for the purposes intended; (6) not deliberately or negligently destroy, deface, damage, or impair any part of the Premises or common areas of the Building, or allow any family member, 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 material breach of this lease.
- 11. RIGHT OF ACCESS:** The Tenant shall permit Landlord access at all reasonable times, and upon such notice as may be required by state or local law or ordinance, 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. Landlord shall have the right of immediate access without notice in case of emergency or where repairs elsewhere in the Building unexpectedly require access to Tenant's Premises. Tenant's failure to provide such access shall be deemed a breach of this lease. Landlord may place upon the premises, signs of "For Sale" and "For Rent" and Tenant will not interfere with the same.
- 12. NO ALTERATIONS, SIGNS OR ADVERTISEMENTS:** Tenant shall not alter nor make any additions to the

Premises or the Building, or commit waste except for hanging pictures, without the prior written consent of the 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.

**13. HOLDING OVER:** If the Tenant retains possession of the Premises, or any part thereof, after the termination of the lease by lapse of time or otherwise, then the Landlord may, at Landlord's option, deem such holding over as constituting a month-to-month tenancy, upon the terms of this lease except at double the monthly rental specified under Section 1. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant. In the event Landlord accepts a payment of rent for a period after the expiration of the within lease, as herein provided, in the absence of any specific written agreement, continued occupancy shall be deemed a month- to- month tenancy, on the same terms and conditions as herein provided, except for the double rent provision, to the extent permitted by state or local law or ordinance.

**14. HEAT AND HOT WATER:** The Landlord agrees, if the Building is designed for the purpose, to furnish such heat and hot water in sufficient quantities as may be required by law or ordinance during the term of this lease. 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.

**15. STORAGE OUTSIDE THE PREMISES:** Landlord shall not be liable for any loss or damage of or to any property placed in any common areas, storeroom or any storage place in the Building; such areas for storage, if any, being furnished gratuitously and not as part of the obligations of this lease.

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

**17. COVENANTS BINDING:** It is agreed that a breach of the covenants of this lease by Tenant shall give the Landlord the right to terminate this lease or the right of possession upon notice as required by law or ordinance, and, that in the event of an assignment of this lease, with our without the express or implied consent of the Landlord, all the covenants therein contained 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 a consent to any further assignments.

**18. 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.

**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 or expiration, with the Premises being in substantially the same conditions as when Tenant assumed possession thereof, ordinary wear and tear excepted.

**20. OCCUPANCY REQUIRED:** Tenant agrees not abandon said Premises, nor permit the Premises to remain vacant or unoccupied for a period of time which could be construed as abandonment under state or local law or ordinance.

**21. REMEDIES CUMULATIVE:** Landlord'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 Landlord by and state or local law or ordinance.

**22. IN CASE OF CASUALTY:** In case the Premises, Building or any part thereof shall be rendered untenable by fire, explosion or other casualty, the respective parties hereto shall have all the rights provided by state or local law or ordinance. For the purposes of this section, Landlord's good faith efforts to obtain insurance adjustments, settlements or awards to obtain sufficient funds to perform repairs required due to fire, explosion or other casualty shall be deemed diligent efforts to repair the Building within a reasonable time.

**23. SMOKE AND CARBON MONOXIDE 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.

**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 any repairs or damages caused by the removal of Tenant's installation and failure to do so shall constitute a breach of this lease, and Landlord shall be entitled to terminate the lease or right of possession, and shall be entitled to actual damages, costs and attorney's fees therefore.

**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' 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 (10) 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.

**26. FALSE INFORMATION:** The Tenant warrants all the information given by him in applying for this lease to be true, and that the providing of false information shall constitute a material breach of this lease. Occupancy by more persons as set forth in this lease, or the lease application, shall constitute a material breach of this lease.

**27. RULES AND REGULATIONS:** Tenant agrees to observe the Rules and Regulations contained in this lease, and any attachments and inclusions hereto as well as any further reasonable Rules and Regulations established by the Landlord during the pendency of this lease, and such Rules and Regulations are hereby incorporated into and made a part of this lease. Failure to observe said Rules and Regulations, or any of them, shall be deemed to be a material breach of this lease, and in the event of such breach, Landlord shall be entitled to termination of the tenancy upon ten (10) days' notice, and shall further be entitled to such rights and remedies as are provided by applicable state or local law or ordinance.

**28. RECEIPT OF REQUIRED DOCUMENTS:** Tenant acknowledges that the following documents have been received by Tenant, in accordance with federal, state or local law or ordinance, and that said disclosures are in proper form and have been fully made in accordance therewith; and said documents shall be deemed to be attached and incorporated into this lease:

a. Federal lead-paint disclosure notice.

b. A copy of the summary of the Residential Landlord and Tenant Ordinance as published by the appropriate local governmental authority.

**29. JOINT LIABILITY:** If this lease is executed by only one spouse, both spouses shall be deemed personally liable therefor, 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 material default of this lease.

**31. INTERPRETATIONS:** Masculine words shall be applicable to females and corporations, and singular words shall be interpreted as plural, as the situation may require. The words "Landlord" and "Tenant" wherever herein occurring and used shall be construed to mean "Landlords" 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 and 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 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. **THESE RULES ARE FOR THE MUTUAL BENEFIT OF ALL TENANTS**

1. No animals without the written consent of Landlord or agent (which may be revoked at any time). No animals without leash in any public area of the Building.
2. Passages, public halls, stairways, landings, elevator and elevator vestibules shall not be obstructed or be used for children's play or for any other purpose than for ingress to and egress from the Building or Premises, nor shall children be permitted to congregate or play in or around the Building.
3. All furniture, supplies, goods, packages of every kind shall be delivered through the rear or service entrance, stairway or elevator.
4. Common area laundry and drying apparatus shall be used in such a manner and at such times as the Landlord may direct.
5. The use of garbage receptacles or incinerators shall be in accordance with posted signs and only garbage and refuse wrapped in small, tight 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 Landlord.

6. No awnings or other projections including air conditioners, television or radio antennas or wiring shall be attached to, or be placed outside the Premises.
7. 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 Landlord.
8. No waste receptacles, suppliers, footwear, umbrellas or other articles shall be placed in the hallways, or staircase landing.
9. Running extension cord wiring for electrical appliances or fixtures in violation of the Municipal Code is prohibited.
10. The water closets, basins and other plumbing fixtures shall not be used for any purpose other than for 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.
11. 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.
12. Water beds are specifically prohibited, without Landlord's written prior consent.
13. Landlord has the right to bar individuals from the Premises and Building, and if Tenant permits any barred individuals from the Premises and Building, and if Tenant permits any barred individuals to enter the Building or Premises, Landlord shall have the right to press criminal charges against said individuals, and to terminate Tenant's lease, or right of possessions, as a material breach of the lease.

#### **GUARANTY**

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 the terms, covenants, conditions and provisions of this lease by Tenant, Tenant's heirs, successors, personal representatives, sublessees and assigns.

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## 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]

**IMPORTANT: If you seek to exercise rights under the ordinance, obtain a copy of the entire ordinance to determine appropriate remedies and procedures. Consulting an attorney would be advisable.**

### **WHAT RENTAL UNITS ARE COVERED BY THE ORDINANCE? [Mun. Code ch. 5-12-010 & 5-12-020]**

- All rental units with written or oral leases (Including all subsidized units such as CHA, IHDA, Sect. 8 Housing Choice Vouchers, etc.)
- 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, non-residential 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 TO 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 DEPOSIT AND PREPAID RENT [Mun. Code ch. 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 for security deposits and prepaid rent held more than 6 months at the applicable rate set by the City Comptroller (eff. 1/1/92).
- Before expenses for damages can be deducted from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within 30 days of the date the tenant vacates the dwelling unit.
- A landlord must return all security deposit and interest minus unpaid rent and expenses 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 required interest, minus unpaid rent and money for damages, within 7 days from the date 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(j)]
- 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]**

Minor Defects

- If the landlord fails to maintain the property in 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 and if the landlord fails to do so the tenant may withhold

an amount of rent that reasonably reflects the reduced value of the unit. Rent withholding begins from the fifteenth day until repairs are made; OR

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 1/2 of the month's rent, whichever is more but not to exceed one month's rent. The repairs must be done in compliance with the Code. A receipt for repairs must be given to the landlord and no more than the cost of the repairs can be deducted from the rent; and also

3) File suit against the landlord for damages and injunctive relief.

#### Major Defects

-If the landlord fails to maintain the property in compliance with the Code, and the failure renders the premises not reasonably fit and habitable, the tenant may request in writing that the landlord make repairs within 14 days. If after 14 days repairs are not made the tenant may immediately terminate the lease. Tenant must deliver possession and move out in 30 days or tenant's notice is considered withdrawn. (eff. 1-1-92)

**FAILURE TO PROVIDE ESSENTIAL SERVICES (heat, running or hot water, electricity, gas or plumbing) [Mun. Code ch. 5-12-110(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, after giving written notice, the tenant may do ONE of the following:

- 1) Procure substitute services, and upon presenting paid receipts to the landlord, deduct the cost from rent, OR
- 2) File suit against the landlord and recover damages based on the reduced value of the dwelling unit; OR
- 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; OR
- 4) 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 a fire damages the unit to an extent that it is in material noncompliance with the code and the tenant, tenant's family or guests are not responsible for fire or accident, the tenant may:

- 1) 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 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 and move out.

#### **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 a 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? (Mun. Code ch. 5-12-140 (h))**

-If the tenant fails to pay rent on time, the landlord may charge a \$10.00 per month late fee on rents under \$500.00 and a 5% per month late fee on that part of the rent 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 \$20.00 or \$20.00) (eff. 1/1/92)

#### **WHAT HAPPENS IF A TENANT PAYS RENT DUE AFTER THE EXPIRATION OF THE TIME PERIOD SET FORTH IN A TERMINATION NOTICE? (MUN. CODE CH. 5-12-140 (h))**

- If the landlord accepts the rent due knowing there is a default in payment, the tenant may stay.

#### **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 cost 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) (Police Special Order 93-12)

-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 about their tenancy to governmental agencies or officials, media, community groups, tenant unions or the landlord. A landlord is prohibited from retaliating by terminating or threatening to terminate a tenancy, increasing rent, decreasing services, bringing or threatening to bring an eviction action, or refusing to renew a lease agreement.

#### 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?

For a copy of the Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 North LaSalle Street, Chicago, Illinois, or the Municipal Reference Library, Harold Washington Library, 5<sup>th</sup> floor, 500 S. State St. Chicago, Illinois.

#### **IMPORTANT NOTICE**

**A message about porch safety:** The porch or deck of this building should be designed for a live load of up to 100 lbs per square foot, and is safe only for its intended use. Protect your safety. Do not overload the porch or deck. If you have questions about porch or deck safety, call the City of Chicago non-emergency number, 3-1-1/

#### **RESIDENTIAL LANDLORD AND TENANT ORDINANCE**

##### Rate of Interest on 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. (eff. 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 that includes 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 on security deposits (eff. 11-6-86) and prepaid rent (eff. 1-1-92) held more than six months.

- The rate of interest that a landlord must pay is set each year by the City Comptroller (eff. 7-1-97).

- Before a landlord can deduct expenses for damages from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within 30 days of the date the tenant vacates the dwelling unit.

- Within 45 days of the date the tenant vacates the dwelling unit, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expense for damages.

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

Under Chapters 5-12 of the Municipal Code of Chicago sections 5-12-081 and 5-12-082, the City Comptroller shall calculate and announce on the first business day of each year, the rate of interest to be paid on security deposits. As of January 1, 2004, based on information from the City Comptroller's Office, the interest rate to be paid on security deposits is %. This rate is based upon the average of the rates of interest, as of December 31, 2003 of the following types of accounts at the commercial bank having its main branch located in the City of Chicago and having the largest total asset value: Passbook Savings; Insured Money Markets; and Six-month Certificates of Deposit (based on a deposit of \$1,000).

##### **Security Deposit Interest Rate**

Current Interest Rate on security deposit for 2006	1.71%
Past Rate- January 1, 2005 through December 31, 2005	1.01%
Past Rate- January 1, 2004 through December 31, 2004	0.42%
Past Rate- January 1, 2003 through December 31, 2003	0.52%
Past Rate- January 1, 2002 through December 31, 2002	0.83%

For a copy of the complete Residential Landlord and Tenant Ordinance, go to <http://www.chicityclerk.com/legislation/codes/index.html> and click on Chapter 5-12 Residential Landlords and Tenants, or visit the Office of the City Clerk, room 107, City Hall, 121 N. LaSalle St.

For a copy of the Residential Landlord and Tenant Ordinance Summary call 311, or visit the City of Chicago Department of Housing at 318 S. Michigan Ave.

**RIDER TO LEASE**

Address \_\_\_\_\_

This Rider modifies that certain Chicago Apartment Lease (the "Lease") dated 5/05/2007, 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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.** 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.
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. **Landlord Termination. In the event the owner of the property intends to enter 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.**
23. **Tenant Termination** 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

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

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 60 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. Sixty Days (60 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 Lease 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: \_\_\_\_\_

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

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

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

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

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

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

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

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