

LEASE AGREEMENT  
BETWEEN TENANT AND LESSOR  
FOR RESIDENTIAL REAL ESTATE



*Revised March 18, 2016*

*This Lease is printed for use in the leasing of residential real estate by University Heights LLC, Ashbury Court Apartments LLC, Ashbury East LLC, James Court LLC, Lynwood LLC, Colonial East and West LLC, Mason Townhouse Suites, Old Orchard LLC, Cardinal Apartments LLC, Timbercrest LLC, Normal Road Apartments LLC, 921 W. Taylor St, and 905 W. Taylor St, Any JLAR LLC residential units; all of DeKalb, Illinois. St. Albans LLC of Sycamore, Illinois. Harrison View LLC of Rockford, Illinois. 12601 Ellen Dr of Genoa, IL.*



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## 1. PURPOSE

a) It is the purpose of this Lease Agreement between Tenant and Lessor for residential real estate to establish rights and obligations of the Lessor (Landlord) and the Tenant in the Dwelling Units owned, occupied, leased, or operated under the control of Mason Properties and/or its affiliates, partnerships, or agency including, but not limited to Ashbury Court, Cardinal Apartments, Colonial East Townhouses, Colonial West Townhouses Apartments, Harrison View Apartments (of Rockford), James Court Apartments, Lynwood Apartments, Mason Townhouse Suites, Normal Road Apartments, Old Orchard Townhouses, Timbercrest Apartments, 905 W. Taylor St., 921 W. Taylor St., St. Albans Greens (of Sycamore), and University Heights Apartments, 12601 Ellen Drive of Genoa, IL.

## 2. DEFINITIONS

a) Definitions used in this Lease Agreement:

Abandonment: The belief by the Lessor that Tenant has vacated the Apartment, with no intent again to reside therein, and has relinquished possession to the Lessor in accordance with the provisions of this Lease.

Additional Rent: Such amounts, other than Rent, as may be due Lessor from Tenant pursuant to the terms of the lease.

Administrative Costs: Reasonable amounts or sums, determined by the Lessor, to reimburse Lessor for costs of operation of the enforcement of the Contract Lease, its covenants, riders, addendums, or extensions. It shall include the reimbursement of actual wages, accrued wages, overtime, supplies, workers compensation, insurance, lost time and/or Damages.

Application: Information provided by Tenant, Tenant's agents, or representatives to the Lessor for material consideration entering into the Lease Agreement.

As Is: The condition of acceptance where Tenant assumes full liability for Damages, missing broken items, and responsibility for repairs regardless whether current Tenant created the condition.

Attorney's Fees: Reasonable sums for the contract of professional services of Lessor's legal representation, Sheriff fees, Court Costs, and/or other reasonable expenses.

Current Rent: Rent due and payable per the Lease Contract.

Building: The building located on the Land, in which the Premises, together with all the appurtenances thereto.

Calendar Year: The term "Calendar Year shall mean each calendar year or portion falling within the Term.

Commencement Date: The first day of the Term.

Common Areas: Parts of the Premises, Land, or Building used by Tenant or other Tenants of the Lessor. Common Areas include but are not limited to hallways, landings, porches, Land, lobbies, streets, alleys, entrances and exits, canopies, Buildings, parking lots, offices, fences, fixtures, lights, equipment, and laundry areas.

Damages: Actual loss done to the Building, Land, landscaping materials, Apartment, Apartment Fixtures or Furniture, losses due to Lessors reputation, Rents, Additional Rents, Loss due to repair, painting, cleaning, carpet cleaning, eviction fees, attorney fees, and/or Loss of contracted sums provided for in the Lease. Where actual loss is difficult to ascertain, reasonable sums Lessor perceives to have occurred.

Disorderly House: As defined by DeKalb City Ordinance Landlord Tenant Regulations, Section 10, including

any updates, revisions, and/or modifications.

Default: Any violation of the promises, terms, and/or covenant of the Lease, Lease Agreement, Lease Contract, riders, addendums, and extensions.

Due Date: The day each month of the Term when the Rent shall become due and payable.

Expiration Date: The last day of the Term.

Fine: A reasonable amount determined by Lessor for violations of provisions, promises, and/or covenants of the Lease as a penalty. Fine sums may be set for by provisions and covenants of the Lease.

Guest: Any person invited or uninvited under the control of Tenant. Lessor holds Tenant responsible for all of Guest's behavior, actions, and/or conduct.

Joint and Several Liability: Liabilities, promises, covenants and/or agreements will be applied and enforced upon all signatories, parties, and/or Tenants. If one Tenant of a multi-person Lease fails to perform, all other Tenants are equally responsible to perform liabilities, promises, covenants, and/or agreements.

Land: The real property on which is located the Apartment and/or Building, commonly known as the mailing address of the Apartment.

Late Fee/Interest: Penalty the Tenant shall incur for any Rent or Additional Rent which is not paid when due.

Lease, Lease Booklet, and/or Lease Agreement: All agreements concerning the use and occupancy of the Apartment. It includes any exhibits thereto, and any written riders or extensions as shall be signed by all the parties to this agreement.

Lease Contract: The agreement between Lessor and Tenant that sets forth Apartment Address, Terms of the Lease, Rent, Security Deposit, and Signatories.

Multi-person Lease: A lease that have Tenants where more than one person is listed on the Lease, Lease Contract, riders, addendums, and/or extension. All Tenants are Joint and Severally liable.

Notice: Any demand made, construed to be a notice; it must be in writing signed by, or on behalf of the party giving same and served upon the other party. It must be given in person, by first class mail, certified or registered mail, or overnight deliver service governed by the provision of the Lease. Notice to one Tenant in multi-person lease is sufficient for Notice to all signatories of the Lease, its riders, agreements, or addendums.

Premises: Includes the Apartment of the Building, Common Areas, Land, Parking Lots, and Offices of Lessor or his agent, whether attached to Apartment or not.

Prepays and/or Prepaid Rents: Rent paid in advance for a period to be determined by Lease Contract. Prepaid Rent cannot offset Current Rent unless it is specifically provided for in the Lease Contract.

Quiet Lifestyle: All Lessor's Building, Land, Common Areas, Apartments, are deemed Quiet Lifestyle. Lessor or his agent, shall have sole discretion on what may disturb or prevent the peaceable enjoyment of the Apartment, Building, Land, or Common Areas. Activities which may disturb peaceable enjoyment includes, but is not limited to Parties, loud music, loud televisions, loud stereos, loud radios, loud tapes, loud videos, fights between Tenants and/or non-Tenants, musical instruments and any other disturbances heard beyond the walls of the Apartment.

Relet: Releasing Tenant from Lease Term to lease to another new Tenant.

Rent: The total sum of the Lease payable in monthly installments as declared in Lease Contract, riders, exhibits, extensions, Lease Agreement, and/or addendums. All Rent shall be paid monthly in advance until the Termination of the Lease.

Rental Unit, Apartment, and/or Dwelling Unit: One or more rooms in a structure or portion thereof arranged, designed, and used as a residence or living quarters by one (1) or more persons who maintain a household.

Rules and Regulations: Policy procedures, covenants, promises as set forth in the Lease that are the mutual promises of Lessor and Tenant.

Security Deposit: An amount determined by Lessor and set forth in Lease Contract, addendums, riders, or Extensions for the full performance and observance of each and all the provisions of the Lease. If Tenant Defaults, it shall be used to satisfy any damage reasonably incurred or sustained by reason of Default. Lessor is not a trustee of the Security Deposit and may co-mingle it or use it.

Sublet: Releasing of Tenant from current Lease and signing a new Tenant for the same Lease amount and Term.

Tenant: Lessee, a person, or persons, entitled to occupy the Apartment to the exclusion of others; including but not limited to all signatories of a rental agreement, riders, addendums, or extensions. Multiple persons that are Joint and Severally liable for all agreements concerning use and occupancy of the Apartment.

Term: The term of the lease shall be as set forth in Lease Contract, riders, extensions, and/or addendums. It shall include a Commencement Date, and Expiration Date.

Termination Date: The date on which the Lease is terminated by expiration of its Term or otherwise.

Termination of the Lease: Termination of the Lease means the end of the Lease by expiration of its Term or otherwise as distinguished from Termination of Tenant's right to possess.

Utilities: Amounts Tenant is liable for and will pay for telephone, gas and electricity bills, water and sewer charges, and/or cable as specified in the covenants of the Lease.

Vandalism: The purposeful act of conduct to destroy, deface, demean, denigrate, destroy, disfigure, or flaw Lessor's Apartment, Building, offices, vehicles, furniture, fixtures, Premises, Land, landscaping, or equipment.

### **3. PROMISES OF THE PARTIES:**

The terms and conditions contained herein shall be conclusively deemed the agreement between Tenant and Lessor and no modification, waiver or amendment of this Lease or any of its Terms, conditions or covenants shall be binding upon the parties unless made in writing and signed by the party sought to be bound.

### **4. DRUG-FREE POLICY/CRIMINAL ACTIVITY**

A. Tenant, any members of the Tenant's household, a guest, or other person under the Tenant's control shall not engage in criminal activity, including "drug-related" criminal activity, on or near Lessor's property or Premises. "Drug-related criminal activity" shall mean the illegal manufacture, sale, distribution, use or possession of a controlled substance (or as otherwise defined in section 102 of the Controlled Substance Act 21 U.S.C. 802, as amended or replaced from time-to-time).

B. Tenant, any member of Tenant's household, a guest, or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity on or near Premises.

- C. Tenant, or members of the household, will not permit the Apartment to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- D. Tenant shall not possess any paraphernalia that is, or could be used for the consumption of illegal drugs, even if such paraphernalia is used by Tenant for decorative, display, or other purposes. Possession of such items gives Lessor reasonable grounds for Termination of this Lease.
- E. Tenant, or a member of the household, will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near Premises or otherwise.
- F. Violation of this provision shall be considered a Default of the Lease.
- G. Proof of a violation of this drug policy shall not require criminal conviction, but shall be by a preponderance of the evidence. Off Premises convictions, information supplied by the Drug Task Force or a member of law enforcement or Security shall be considered reasonable evidences of drug use and violation of Drug Free Policy.
- H. In case of conflict between the provisions of this Drug-Free Policy any other provisions of the Lease, the provisions of the Drug-Free Policy shall govern.
- I. This Drug-Free Policy is incorporated into this Lease on the day that the Lease begins through the day the Lease terminates, and shall likewise be continued throughout any renewals of tenancy.
- J. Penalties: In the event of a violation of the Drug-Free policy, Lessor shall issue a request for eviction after such a breach and allow 10 days before Tenant returns possession. All Default remedies will apply.

#### 5. APPLICATION:

If any information contained in the application for this Lease is false, Lessor may, at Lessor's option, terminate this Lease by giving Tenant not less than 10 days prior written Notice. Lessor as a penalty may keep as Damages any and all Prepaid Rent amounts as well as the Security Deposit. Tenant gives permission to Lessor to use any and all information in the application for this Lease as should become necessary for the collection of outstanding bills or judgments.

#### 6. DISPOSITION OF DEPOSITS -- Prior to Possession

A. **Cancellation with 60 days Notice by Tenants:** Tenant agrees and understands that if a Tenant gives a written Notice (with signed receipt by management, or US Postal Service, or Overnight Delivery Carrier) more than 60 days in advance of the Commencement Date, Lessor will cancel the existing Lease, and Re-let the Apartment, if possible. If another Tenant is found, Lessor will refund the Security Deposits and any pre-paid Rents less a Administrative penalty of \$275.00 in addition to any Damages including, but not limited to Rent loss. If the Apartment is not re-letted before Commencement Date, Lessor will act according to the Default provisions of the Lease which includes, but not limited to forfeiture of the entire Security Deposit and claims for additional Damages for Rent Loss.

B. **Cancellation Less than 60 days from Commencement Date:** If Tenant fails to take possession of the Apartment for any reason, or if Tenant cancels Lease by written or oral communication, less than 60 days prior to its Commencement Date, Tenant is in Default.

C. **Insufficient Funds:** Any consideration given returned by the bank for any reason, will subject Tenant's account to a \$30.00 NSF Fee. Lessor has the right to cancel Lease, and lease the Apartment to another Tenant if possible. Furthermore, Tenant understands and agrees, Tenant will be held liable for

Damages caused by insufficient funds.

**7. POSSESSION:**

At the commencement of this Lease, provided all rental prepayments, Security Deposits, and other payments due as stipulated in the Lease Contract have been paid in full, Lessor shall deliver possession of the Apartment to Tenant. Possession shall be deemed to have been delivered to Tenant on the day that Lessor either (A) actually delivers to Tenant keys to the Apartment or (B) makes available to Tenant at the office of the Building or at such other place as designated by Lessor keys to the Apartment. Provided the Lessor has made available the keys to the Tenant and Tenant fails to claim possession of said apartment within 5 days from the Commencement Date, Lessor maintains the right to immediately terminate the Lease and consider Tenant in Default. Tenant understands and agrees it may include keeping as a penalty any and all Prepaid Rent, Security Deposit amounts and/or hold Tenant responsible for entire Lease sum. Tenants who view model or show apartments understand and agree there may be slight variations in similar sized units. Any Tenant agrees and understands, if Tenant takes possession, Tenant automatically waives the right to the defense that the show apartment was either inferior or sub-standard to the actual apartment.

**8. TENANT'S USE OF APARTMENT:**

The Apartment shall be occupied solely for residential purposes by Tenant, those other persons specifically listed in the Application for this Lease, and any children which may be born to or legally adopted by Tenant during the Term hereof. Unless otherwise agreed in writing, guests of Tenant may occupy the Apartment in reasonable numbers for no more than 10 days during each year of the Term hereof. Neither Tenant nor any of these persons shall perform nor permit any practice that may damage the reputation of or otherwise be injurious to the Building or neighborhood, or be disturbing to other Tenants, be illegal, or increase the rate of insurance on the Building. No commercial operation, business, and/or for-hire service shall be operated out of the Apartment including but not limited to Home Day Care Centers, Professional Services, and/or Fee Basis Services.

**9. TENANT'S UPKEEP:**

A. Tenant covenants to perform the following obligations during the Term hereof: (A) maintain the Apartment and appurtenances in a clean, sanitary and safe condition; (B) dispose of all rubbish, garbage and other waste in a clean, sanitary and timely manner from the Apartment into the refuse receptacles provided; (C) properly use and operate all appliances, electrical, gas and plumbing fixtures; (D) not place in the Apartment or Building any furniture, plants, animals, or any other things which harbor insects, rodents, or other pests; (E) keep out of the Apartment or Building materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Lessor's fire insurance carrier; (F) not destroy, deface, damage, impair, nor remove any part of the Building. Tenant shall not suffer or commit any waste in or about the Apartment or Building, and shall, at Tenant's expense, keep the Apartment in good order and repair (except to the extent Lessor has in this Lease agreed to do so).

B. In the event of a Default of Tenant Upkeep, Lessor reserves the right to hire sub-contractors at Lessor's sole discretion to restore Apartment to a clean and satisfactory manner. Tenant is responsible for the payment of sub-contractors charges including but not limited to cleaning, painting, plumbing, pest control, heating and/or ventilation.

C. On Termination of this Lease, Tenant shall return the Apartment to Lessor in like condition less reasonable wear and tear, fire and casualty loss. Lessor reserves the right to clean, restore, and/or launder Apartment to Lessor's standard of cleaning and request reimbursement for such time, efforts, and material.

**10. TENANT OBLIGATION TO REPORT DAMAGES, VANDALISM, CRIMINAL ACTIVITY:**

A. Tenant agrees to report to Lessor any acts of Vandalism or illegal activity that Tenant knows to have occurred or will occur on Property or Apartment along with all relevant information.

B. Tenant also agrees to report any Damages to the Apartment or Property as well as any items out of

disrepair immediately after Tenant has become aware of such damage. Such damage may include, but is not limited to, leaking plumbing fixtures, broken windows, holes in walls, broken appliances, leaking water from ceilings, floors, or walls due to rainfall, and fires or potential fire hazards.

C. Tenant's failure to report such damage, items malfunctioning, and/or in disrepair, Vandalism, or illegal activity is considered a breach of this Lease and Lessor may terminate this Lease upon reasonable evidence that Tenant has not provided Lessor with such information. Further, Lessor may claim Damages against Tenant, if such Damages are ascertainable, for Tenant's failure to provide Lessor with information regarding Damages, items in disrepair, Vandalism, or illegal activity existing in the Apartment or on the Property.

D. Tenant agrees to allow Lessor to charge Tenant pro-rata among Tenants in Common Areas if no specific Tenant can be ascertained, based on Lessor's reasonable charges to return it to its prior condition.

E. Tenant understands and agrees any Vandalism by Tenant to Lessor's Building, Apartment, Land, landscaping, Premises, offices, fixtures, furniture, equipment, vehicles, or affiliated Premises will subject Tenant as a Penalty to a \$100.00 Vandalism Fine as well as the cost of repairs, maintenance, and/or expenses to return it to its prior original condition. Tenant agrees that such a Penalty does not preclude Lessor from seeking legal or civil remedies.

11. **RESIDENT TO INSURE POSSESSIONS/LIMITATIONS OF LESSOR'S LIABILITY:** Lessor is not an insurer of Tenant's person or possessions. Tenant agrees that all of Tenant's person and property in the Apartment or elsewhere in the Building shall be at the risk of Tenant only and that Tenant will carry such insurance as Tenant deems necessary therefore. Tenant further agrees that Lessor, its agents and employees shall not be liable for any damage to the person or property of Tenant or any other person occupying or visiting the Apartment or Building, sustained due to the Apartment or Building or any part thereof or any appurtenances thereof becoming out of repair (as example and not by way of limitation), due to damage caused by water, snow, ice, frost, steam, fire, sewage, sewer gas or odors; heating, cooling, and ventilating equipment, bursting leaking pipes, faucets, and plumbing fixtures; mechanical breakdown or failure; electrical failure; the misuse or non operation of observation cameras or devices (if any), master or central television equipment and antennas (if any), cable television equipment (if any) or mailboxes; or due to the happening of any accident in or about the Building; or due to any act or neglect of any other Tenant or occupant of the Building or any other person. Further, Lessor shall not be liable to Tenant for any damage to the person or property of Tenant sustained due to, arising out of, or caused by, the acts or omissions of any third party whether or not such third party is a Tenant of the Building.

12. **ACCESS:**

A. Lessor reserves the right in accordance herewith to enter the Apartment in order to inspect same, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the Apartment to prospective or actual purchasers, mortgagees, Tenants, workmen, or contractors, or as is otherwise necessary in the operation and/or protection of the Building, its components or persons therein.

B. Lessor shall be provided with and may retain and use copies of any keys necessary for access to the Apartment.

C. Lessor may enter Apartment at any time for purposes of serving papers on Tenant or for the purposes of allowing law enforcement officers to serve papers on Tenant (for example, service of a court summons).

D. Denial of access or changing locks without Lessor's written permission is grounds for eviction.

E. Lessor may enter the Apartment with reasonable notice: to inspect; to maintenance; to make necessary or agreed repairs or improvements, to supply necessary or agreed services; to conduct inspections when

repairs elsewhere in the building require such access, to show the Apartment to prospective or actual purchasers, mortgagees, or Tenants.

F. Prior Notice of at least one hour in advance of entry is agreed to be reasonable notice.

G. Lessor shall consider at the time of entry, a knock on the door, a verbal hello or a phone call immediately prior as reasonable warning of entry.

H. Lessor assumes consent for access if Tenant makes a maintenance request or request for repairs. Tenant understands and agrees the period of time from when the work order is placed until the work order is completed may take up to 90 days. Tenant further understands and agrees to Access even if a delay - of more than 24 hours exists - from the time the request is placed until a maintenance technician or qualified, skilled professional or outside contractor can perform the work. Lessor will give reasonable notice (Paragraph G) upon entry to complete the work order.

I. In case of emergency, no prior notice or consent is necessary. Emergency is defined as a case where the defective condition threatens the life and safety of the Tenant, other Building Tenants, Building, and Common Areas. It includes but is not limited to water damage, ice damage, malfunctioning furnaces, fire, flood, electrical shorts, smoke dangers, and/or fire dangers.

### 13. UTILITIES:

A. **Responsibility:** Unless otherwise agreed in writing, if the Apartment is individually metered, payment to the utility company or authorized metering agency or Lessor, if acting as metering agency, of the applicable charges for gas, electricity, water or sewer consumed by Tenant in the Apartment, including, if applicable, electrical current used for electrical heating, ventilation, air conditioning, heating water in a hot water tank, etc., shall be Tenant's sole responsibility. Tenant must contact all utility companies and change billing to Tenant name(s) before the start of this Lease.

B. **Cable and Phone Lines:** Lessor assumes no liability over phone lines and cable lines. Tenant accepts Apartment and is satisfied with the installed number, and location of the phone and cable jacks. Lessor warrants no working function of any jack placed in any room in the Apartment. Tenant will assume all risks for the suitability of the telephone and/or cable jack. Any alterations to the phone and cable lines may be done only at Tenant's expense, with prior written permission of Lessor, through a qualified technician for the telephone or cable company. Tenants are not given authorization by Lessor to repair phone lines or cables.

C. **Final Billings:** It is agreed that it is Tenant's responsibility to switch Utilities back into Lessor's name after the Lease has ended. Tenant agrees to allow Lessor an automatic additional 30 days before the return of the Security Deposit if proof of final payment of electric utility is not submitted to the Lessor. Lessor reserves the right to withhold, up to the full balance of the Security Deposit, until proof of payment of the final electric bill is submitted by the Tenant to the Lessor. If Lessor is billed for the final electric service, lessor may elect to pay the final billing with funds from the Security Deposit. Tenant agrees to be liable for those amounts even it exceeds available funds of the Security Deposit.

D. **Administrative Costs on Water and Sewer Bills:** Lessor reserves the right to charge up to 15% increase over the city billed rate for water and sewer charges. This increase to cover the Administrative Cost of reading individual meters, billing individual metered apartments, and collections. Lessor is not liable for any conditions which may affect the quantity of water or sewer consumed or used by Tenant. For example, if a Tenant fails to notice a leaking sink or toilet or fixture, Tenant is fully responsible for usage and/or loss of water or sewer. Lessor shall make all needed repairs as governed by the Lease, but it does not relieve Tenant of responsibility of timely reporting of needed repairs which may affect water and sewer usage.

E. *Early Switching*: If the Tenant returns the billing to Lessor's name prior to Lease Termination Date, unless agreed upon by writing, Lessor reserves the right, as a penalty, to charge the Tenant **triple the average daily rate as billed by the local utility and/or a minimum of Fifty and 00/100 dollars (\$50.00)** per occurrence and/or month. Lessor may elect to disconnect service improperly billed to the Lessor during Lease Term. Furthermore, Tenant releases Lessor from any liability from the disconnection of service including, but not limited to food spoilage, computer and/or equipment damage, and other Damages arising out of electric power failure. Tenants who switch utilities early are in Default. *Tenant understands and agrees utilities placed in Lessor's name without Lessor's prior written authorization is a theft of service.*

F. *Heat Paid Apartments*: Lessor reserves the right for any apartments where Lessor pays the Heat for Apartment to fine Tenant - \$10.00 per day, when Lessor, or Lessor agent observes grossly inefficient, and irresponsible behavior concerning utility usage i.e. leaving windows open with the heat turned on, heat in apartments set at 85 plus degrees etc.

#### 14. LESSOR TO MAINTAIN:

A. Tenant hereby declares that Tenant has inspected the Apartment or a similar apartment, the Building and all related areas and grounds and that Tenant is satisfied with the physical condition thereof. Tenant agrees that no representations, warranties (expressed or implied) or covenants with respect to the condition, maintenance or improvements of the Apartment, Building, or other areas have been made to Tenant except those contained in this Lease.

B. *Although Lessor will make reasonable attempts to complete requests for maintenance on a more timely basis, Tenant and Lessor mutually agree that Lessor shall have 90 days from Tenant's written request to Lessor, to perform work set forth in this Lease. Furthermore, Tenant understands and agrees that Lessor will make no Rent offsets, abatements, or receive credits due to any maintenance issues.*

C. Lessor covenants that at all times during the Term hereof, Lessor shall maintain the Apartment and the Building to the following minimum standards:

- (1) Effective weather protection, including unbroken windows and doors;
- (2) Plumbing facilities in working order;
- (3) A water supply which produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewerage system;
- (4) Heating facilities in working order which, if under the control of Tenant, are capable of producing, or, if under control of Lessor, produce heat in fixtures provided (and no other) within reasonable accepted tolerances and during reasonable hours. (In the case of heat, minimum tolerances shall be those specified by the municipal code);
- (5) Gas and/or electrical appliances which are supplied by Lessor shall be in good working order.
- (6) Adequate and appropriate receptacle(s) for garbage and rubbish, and, if under the control of Lessor, in clean condition and repair;
- (7) Floors, stairways, and railings and Common Areas in repair; and
- (8) Apartment floors, walls and ceilings in repair.

D. *It is, however understood and agreed that buildings are physical structures subject to aging, wear, tear, abuse, inherent defects, and numerous forces causing disrepair or breakdown beyond Lessor's reasonable control, and that components and skilled workmen are not always immediately available. It is further understood and agreed that, Lessor's costs of operation are fixed and unavoidable and to permit Rent abatement or Damages to Tenant would create an intolerable burden on Lessor. It is, therefore, understood and agreed that Lessor's delay in performing agreements set forth in this Lease, interruptions in services provided by Lessor, breakdowns of equipment or disrepair caused by (1) conditions caused by Tenant, members of Tenant's household, guests or other persons on the Premises with Tenant's consent or other Tenants; (2) Tenant's unreasonable refusal of or other interference with entry of Lessor or Lessor's workmen or contractors into the Apartment or Building for purposes of correcting defective conditions; (3) lack of reasonable opportunity for Lessor to correct defective conditions; (4) conditions beyond Lessor's*

reasonable control, including strikes or lockouts; (5) Lessor's not having actual knowledge of such defective conditions upon the duties of Lessor to maintain the Apartment or Building; or (6) Lessor's having exercised due care but such defective condition(s) continue to persist, shall be an absolute defense in any action against Lessor for breach of covenant based upon the duties of Lessor to maintain the Apartment or Building. Lessor's failure or inability to make repairs or provide services in any of the just described circumstances shall in no event form the basis of any claim or setoff for Damages against Lessor nor a basis for an abatement of Rent nor a cause for Termination of the Lease.

E. Nothing herein contained shall, in the event of fire, explosion or other casualty, impose upon Lessor any obligation to make repairs which are more extensive or different from those required by the provisions of this Lease concerning Fire and Casualty.

#### **15. SUBLETTING AND RE-LETTING:**

A. Subletting is only allowed as Lessor's reasonable duty to mitigate Tenant's losses during the contract Term.

B. Lessor will provide agreements to add or drop person(s) from the Lease, and may specify charges for doing so. Lessor also reserves reasonable discretion over the decisions to add or release a person from the Lease. Decisions will be made based on a person's credit worthiness, previous Tenant experience, reputation, and ability to service the remainder of the contract. There is an automatic \$100.00 fee for each person added or dropped. For example: to add a new Tenant (\$100) and to drop an existing Tenant (\$100) or \$200.00 total.

C. At no time, will Lessor permit a sublet arrangement where Tenant makes an arrangement for profit.

D. The person released from the Lease will at no times make claims to any Security Deposit, Prepaid Rent, or considerations received by Lessor. Lessor will make no refunds to released person, but rather will credit such sums to the person(s) remaining on the Lease.

E. There will be an automatic \$275.00 Re-letting Fee for reasonable management expenses for Apartments where there is no add/drop agreements.

#### **16. ALTERATIONS, ADDITIONS, FIXTURES, APPLIANCES, PERSONAL PROPERTY:**

A. Tenant shall make no alterations or additions nor install, attach, connect, or maintain in the Apartment or any part of the Building, interior or exterior, including but not limited to changing or adding of a major appliance or device of any kind, dry-walling, painting, maintenance, change locks, plumbing, heating/ air conditioning repair, electrical repair without, in each and every case, the written consent of Lessor. Then, if granted, only upon the Terms and conditions specified in such written consent.

B. All alterations, additions and fixtures (including security devices) whether temporary or permanent in character, made by Lessor or Tenant, in or upon the Apartment shall, unless otherwise agreed to in writing, or unless Lessor requests their removal, become Lessor's property and shall remain in the Apartment at the Termination of the Lease without compensation to Tenant. The foregoing notwithstanding, neither Lessor nor Lessor's insurance carrier shall be liable to Tenant for the replacement of such alteration, addition, or fixtures in the event of casualty loss.

C. If Lessor shall permit or demand removal, Tenant shall put that part of the Apartment into like condition as existed prior to the installation of such alteration, addition, or fixture.

D. If Tenant releases possession back to Lessor for any reason prior to returning that part of the Apartment into its like condition, Tenant shall be responsible for all costs to return such part of the apartment back to like condition.

#### **17. PAYMENTS TO LESSOR AND FEES:**

A. **Default:** Tenant is responsible for entire Lease sum and/or Lost Rent until the Apartment is Rented to another person if Default occurs. Should Tenant Default in adhering to the Lease Contract, Lessor reserves the right to terminate the Lease in accordance with the provisions in the Lease. All fees are for services rendered and may not equal actual labor costs.

B. **General Policy:** Any payments made less than 30 days before the start of this Lease must be made by cash payment, cashier's check, or money order. **No personal checks will be accepted for any payments within 30 days of the Lease Commencement Date.** Payments are due by 5:00 pm on the Due Dates herein stated and may be paid at either the on-site office of the complex where Tenant resides (if one is available) or at the management office located at 120 N. Annie Glidden Rd, DeKalb, Illinois. Should the office be closed due to holiday or weekend, Tenant is responsible for making the payments ahead of time. Payments made by mail will be deemed received when the management office receives the payment. Payments made in the drop box locations, before 9:00 am, will be deemed received as of the day before. Payments made in the drop box locations after 9:00 am, will be received the same business day. Payments made by credit card are only received at the discretion of Lessor, subject to a 3.2% fee for the transaction.

C. **Late Fee:** A Late Fee of \$7.00 per day will be charged for each day that Rent is late. There will be a 4 day grace period for payments. The grace period does not include the Due Date of the payment. Any payment made within the 4 day grace period will not be assessed. Late Fees, however, any payment received after the expiration of the Due Date and grace period will be assessed Late Fees back to and including the Due Date of the payment. (For example, Rent Due Date is 5th, payment made on 9th = No Late Fees, payment made on 10th = \$42.00 Late Fee + \$7.00/day thereafter) In addition, if any check is not honored by the bank for any reason, Lessor will charge \$30.00 per check and apply Late Fees, if any, back to the original Due Date, until funds are collectible. After one NSF check, Tenant must make all subsequent payments for the remainder of Lease Term by cash, cashier's check, or money order.

D. **Separate Payment Fee:** Tenants agree to make each payment with one single transaction. Failure to do this will result in a \$30.00 bookkeeping charge. A multiple payment charge includes payment made by more than one of the following Cash, Cashiers check, money order, bank debit, credit card.

E. **Summary of Types of Fees and charges (not meant to be exhaustive list):**

<b>Late Fee</b>	\$42.00 + \$7/day thereafter (4 day grace period after the Due Date)
<b>Separate Payment Fee</b>	\$30.00 (any combination of separate payments for one month)
<b>NSF Check Fee</b>	\$30.00 (for each NSF deposit or redeposit)
<b>Add/Drop Fee</b>	\$100.00 (for each person i.e 1 added, 1 dropped- \$200.00)
<b>Management Fee</b>	\$145.00 for Preparation of all court Cases
<b>Attorney Origination Fee</b>	\$250.00 For the delivery of all court cases to our Attorney.

<i>Additional Attorney Time</i>	\$170.00 per hour
<i>Court Fee</i>	\$100.00 for DeKalb County Court
<i>Summons Fee</i>	\$85.00 per tenant
<i>Collection:</i>	\$50.00 to send outstanding account to collection
<i>Judgments</i>	All judgments shall accrue at 9% per annum or by state statute whichever is greater.
<i>Lock Change Door</i>	\$65.00 to re-core lock
<i>Parking Sticker</i>	\$35.00 to replace parking stickers lost, damaged, or stolen.
<i>Screen Charge</i>	\$35.00 for a Bedroom Window, \$70.00 for Front or Patio door
<i>Early Termination</i>	Default provisions of the Lease
<i>Labor For Interior Doors</i>	The greater of two (2) hour minimum or Actual Maintenance Time/Charge
<i>Labor For Exterior Doors</i>	The greater of four (4) hour minimum or Actual Maintenance Time/Charge
<i>Lock Change Mailbox</i>	\$25.00 or Actual Maintenance Time/Charge
<i>Re-Let Termination Fee</i>	\$275.00 for Re-letting an Apartment (Early Termination)
<i>Visa Fee</i>	3.2% of Transaction, Accepted by Lessor's sole Discretion
<i>Licences/Inspection Fee</i>	Determined by State or local ordinance per Unit.

*Lessor reserves the right to raise certain office fees during the Lease term, without additional notice, if such increase is universal throughout all of Mason Properties, and reasonable by Lessor's sole discretion.*

**18. CHARGES:**

- A. During the Term of the Lease, Lessor may charge Tenant as necessary for Damages which may include, but are not limited to, any unpaid late charges or NSF fees, any unpaid Fines for violations, charges for Utilities, collection agency charges, attorney's fees, charges for missing items from the Apartment, charges for replacement of damaged or broken items, charges for Damages and repairs, charges for Damages to the lawn or landscaping (especially from vehicles during move-in unloading), a charge for re-keying Apartment lock (\$65.00), or a minimum charge of \$30.00 for unclogging sinks, toilets, or any other plumbing fixtures, a minimum charge of \$35.00/each for broken or damaged bedroom screens, \$70.00 for Patio or entrance door screens and, actual replacement costs for windows or actual cost plus labor, and any other work orders completed by Lessor or contractors of Lessor (including parts and labor) necessary to remedy damage done to the Apartment or, as applicable by this Lease, to the Building or Property. Labor will be billed at Lessor's rates described in this Lease under "Security Deposit," or at the contractor's rate if such work is contracted out by Lessor.
- B. Lessor will bill to Tenant for items described above by assessing a charge to Tenant's account as Rent. The charge will immediately be considered Rent, and will subject Tenant to possible eviction if the charge remains unpaid within 15 days of written notification from Lessor that such charge has been applied to Tenant's account.
- C. Charges for any items listed above may not be construed in any fashion by Tenant as deducted in advance from Security Deposit. Lessor does, however, reserve the right to deduct any outstanding amounts from the Security Deposit after Tenant has returned possession of Apartment to Lessor, in accordance with this Lease.
- D. Lessor reserves the right to hire a collection agency and/or pursue a judgment and/or evict Tenant through due process of law for failure to pay any outstanding amounts due Lessor by Tenant. Tenant is responsible for the cost of such collections.

E. *Licensing, Registration and/or Inspection Fees:* Any and all fees assessed during the term of this Lease, or any extension thereof, to the Landlord, or their agent, by the City of DeKalb for apartment registration, licensing, or inspection shall be the Lessee's sole responsibility. City fees assessed per building will be allocated per unit in that building. The Tenant shall be responsible to reimburse Landlord for those fees assessed within 30 days of receipt of notice of the fees regardless of the term, or remaining term on any Lease. Fees will not be prorated for individual Leases, but may be prorated by unit. For example, a \$50 per building fee, for a building with 4 units, will result in a \$12.50 Fee per unit. Any fees not paid in a timely fashion shall be deducted from the security deposit and may be grounds for default.

#### **19. TERMINATION AND RETURN OF POSSESSION**

A. Upon the Termination of this Lease, whether by lapse of time or otherwise, or upon Termination of Tenant's right of possession without Termination of this Lease, Tenant shall yield up immediate possession to Lessor and deliver all keys to Lessor at place where Rent is payable, as directed by Lessor in the "Rules and Regulations" section of this Lease. The mere retention of possession thereafter shall constitute a forcible detainer. Lessor shall have the right and license with process of law (and if Tenant abandons the Apartment, Tenant grants Lessor and Lessor shall have such right and license without process of law) to enter into Apartment, to have the Apartment returned to Lessor as Lessor's former real estate and to take possession of the Apartment and to expel and remove Tenant, and any others who may be occupying or within the Apartment, and any and all property from the Apartment, without relinquishing Lessor's right to Rent or any other right given to Lessor hereunder or by operation of law. If Tenant abandons the Apartment and Lessor exercises the right and license to enter without process of law, Lessor may use such force as may be necessary without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer.

B. Tenant agrees that in the event Tenant fails to vacate the Apartment upon Termination of this Lease or Tenant's right of possession that Tenant shall pay as a penalty for the entire time that possession is withheld, a sum equal to three times the amount of Rent herein reserved, pro rated per day of such withholding, or Lessor's actual Damages whichever is greater. Furthermore, Tenant agrees that non-action by Lessor, shall not operate as a waiver of Lessor's right to terminate this Lease, or Tenant's right of possession, nor operate to extend the Term hereof.

#### **20. ABANDONMENT:**

A. Ten days of physical absence by Tenant, with Rent being unpaid, or removal of a substantial portion of Tenant's personal property, with Rent being paid or unpaid, shall be deemed an Abandonment.

B. In either case, reason to believe Tenant has vacated the Apartment with no intent again to reside therein, shall be conclusively deemed to be an Abandonment of the Apartment by Tenant.

C. Lessor may take possession of Apartment in accordance with the provisions in this Lease.

D. Any items of value or perceived value left in an abandoned apartment may be disposed of. Tenant releases Lessor of any liability of the disposal of such items left in an apartment Lessor believes is abandoned. If Lessor elects to store such items for whatever reason, Tenant is liable for storage fees for up to 30 days.

E. Tenant agrees any and all items left in the Apartment at the time of the Abandonment shall be the possession of the Lessor. Lessor may elect to prepare them for resale (proceeds being used against any outstanding charges owed), and sell them to whomsoever he chooses. Tenant releases Lessor of any liability arising from such sale.

F. Tenant agrees to a \$250.00 Re-letting fee for an Abandonment before Termination Date.

**21. Security Deposit:**

A. The Security Deposit is to be paid by Tenant in accordance with the Lease Contract to this Lease in the amount set forth above for the performance of each and every covenant and agreement to be performed by Tenant under this Lease.

B. Lessor's right to possession of the Apartment for non-payment of Rent or any other reason shall not be affected by the fact that Lessor holds Security Deposit. Tenant's liability is not limited to the amount of the Security Deposit.

C. Lessor will not estimate Security Deposit deductions before possession of Apartment is returned to Lessor, or any time before the actual Security Deposit Return is completed and mailed to Tenant. Apartment is to be returned in the condition it was in when Lessor gave Tenant possession, less reasonable wear and tear.

D. Tenant shall be given a walk through inspection at their request upon reasonable notice to Lessor before Termination Date. Upon Lease expiration and return of possession of Leased Premises to Lessor, Lessor will inspect Apartment for Damages and may deduct from Security Deposit any items listed in the "Charges" section of this Lease, and/or preexisting charges on Tenant's account with Lessor, and/or new charges assessed upon the return of possession and examination of Apartment by Lessor.

E. Lessor may also deduct \$65.00 for re-keying each Apartment lock core in the event that all of the keys are not returned to the Lessor upon Lease expiration. Tenant will be charged for Carpet Cleaning at \$0.24 per square foot. Deductions from the Security Deposit may include, but are not limited to, labor and supplies at the following costs:

**CLEANING:** \$28.00 per hour (Includes labor and supplies)

**DRYWALL REPAIR:** \$40.00 per hour (Includes Labor, Paint & Supplies)

**PAINTING :** \$40.00 per hour (Includes labor & Paint, & Supplies)

**MAINTENANCE:** \$40.00 per hour (This amount includes average hourly amount of Journeyman Maintenance Mechanic with skill level in all the trades, Worker's Compensation insurance, plus costs) (Actual Supplies billed in accordance with Paragraph 21 herein)

**CARPET CLEANING:** \$0.24 Sq. Ft. carpeted floor area.

**SCREENS/WINDOWS:** \$35.00/each minimum (repair or replacement)

\$70.00/each minimum for Patio Screens

Labor will be charged in 15 minute increments. The above labor rates are for when employees of the Lessor and/or Lessor's hired contractors perform the work. If any hired contractor's rate exceeds the above rates, Tenant will be billed at the contractor's rate.

F. Upon Lease expiration and return of possession of Leased Premises to Lessor, the Security Deposit or any portion thereof remaining shall be returned to Tenant in accordance with applicable law. At the expiration of this Lease, Tenant must provide a forwarding address for the refund check and/or Security Deposit Itemization.

G. Lessor will issue one check only, with all Tenant names on the refund check, for the refund of Security Deposit and will make no provisions of charging Damages to an individual. If there are multiple persons on Lease as Tenant, Lessor will mail the Security Deposit Itemization and/or refund check to one person on the Lease, at Lessor's discretion. At Tenant's request, Lessor will issue equal, separate checks to all names on Lease with the refund package. Tenants must notify Lessor in writing at the time the keys are returned, provide forwarding addresses and pay a \$30.00 fee for providing this service. In the event Lessor has a mailed deposit and/or itemization returned to Lessor, Lessor will hold such returned mail for Tenant for 30 days.

H. **Credits:** Lessor shall issue credits during the Security Deposit Return for the following types of Items:

1. *Cleaning Credit:* Hourly amount (based on the size of the unit).

2. *Painting Credit:* All charges that are Lessor Responsibility and a percentage for normal wear and tear, 20% per year of tenancy. (5 year life)

3. *Lessor's Maintenance:* Charges for labor & supplies that are Lessor's responsibility will not be charged to the Tenant.

4. *Carpet/Flooring Replacement:* All Carpet replacement shall receive a percentage for normal wear and tear, 20% per year of tenancy. (5 year life)

5. *Move-In Condition:* A credit will be given by Security Deposit Staff for any cleaning, painting, and/or carpet damage that was in place before the term of the Lease, and unrepaired during the term of the lease. To receive such credit Tenant agrees that it must be listed on the Move-In Condition Report. Any unreported items will not receive credit.

6. *Balances:* Tenant and Lessor agree if Refunds exceed any and all charges, Lessor will refund appropriate balances to Tenant.

I. **Arbitration Procedure:** All inquiries about deposit returns or requests for a review must be made in writing and submitted, with all relevant information, to Lessor within 30 days of the postmarked date of that return and/or itemization that was originally sent to Tenant. Lessor reserves the right to estimate damages for work unperformed during the 30 days after termination date. Tenant will receive notice of such estimates, postmarked 30 days beyond Termination Date. *Due to the documentation issues, Lessor will not accept any phone calls inquiring about the status or outcome of the Security Deposit return and/or itemizations.* Lessor will review all pertinent inspections, paperwork, and documentation and respond in a timely basis. All correspondence should be directed to: *Attn: Security Deposit Dept. 120 N. Annie Glidden Rd, DeKalb, IL 60115.*

J. Tenant agrees that all unpaid outstanding balances will earn 1 ½% (one and one-half) percent on the outstanding balance monthly (18% per Annum) until paid in full.

K. Tenant & Lessor agrees to send one copy of the Security Deposit package to one common address following the Move-out and Lease's termination date. If Tenant wishes to have multiple copies sent to other tenants, Lessor reserves the right to charge \$30.00 per package, payable in advance to reimburse for reasonable office costs.

**22. CARPET CLEANING CHARGE:**

A. In addition to the rent due under this Lease, Tenant shall be responsible for paying a carpet cleaning charge of \$0.24 per square foot carpet cleaning charge, or the contractor's rate if it exceeds \$0.24 per square foot, regardless of the condition of the carpet at the Termination of Tenant's possession.

B. Tenant understands and agrees to this charge to be paid out of the proceeds of the Security Deposit and/or prepaid rent prior to Termination Date. If Tenant does not desire to have the carpet cleaning charge deducted from the Security Deposit, Tenant may contact the Security Deposit Coordinator to pay the amount separately prior to Termination Date with a Lessor approved Carpet Vendor.

C. Nothing in this paragraph shall be interpreted to relieve the Tenant from damage to carpet which cannot be remedied by a customary cleaning i.e., Cigarette burns, gum, permanent stains, rips, tears, and other direct damage.

D. Lessor is under no obligation to replace any damage done to carpet or flooring. Lessor may still assess Damage to Tenant for reimbursement. Tenant agrees Lessor at his sole discretion may chose to leave the carpet or flooring un-replaced for any future occupant. Such action by the Lessor will not relieve Tenant from liability of the cost of replacing the one area.

**23. RETAIL COST ASSESSED TO TENANT:**

Lessor purchases cleaning and maintenance supplies, hardware and building materials in quantity from wholesalers. These supplies and materials are used in the operation of Lessor's business, including reconditioning of apartments or properties. If any such supplies are required to be used in cleaning or rehabilitating the Apartment or Property as a result of any damage to the Apartment or Property other than ordinary wear and tear during the Lease, then these supplies will be charged to Tenant's Security Deposit not at Lessor's cost, but rather, at Lessor's cost plus twenty percent (20%) mark-up. This mark-up is to accommodate Lessor's cost of storage, shipment, and maintaining an inventory of such items. Tenant hereby agrees to such a mark-up.

**24. NOTICES:**

A. Except as herein provided, any demand to be made or Notice to be served, including those provided by statute, shall be construed to mean Notice in writing signed by or on behalf of the party giving same, and served upon the other party (A) in person, or (B) by first class mail, postage prepaid, or (C) by certified or registered mail, at the address herein set forth or at such other address as either party may designate by written Notice to the other.

B. Notice by mail shall be deemed given, served and effective at the time deposited into the United States Mail, regardless of when received.

C. Notice served in person on Tenant may be served if left with some person residing in or in possession of the Apartment above the age of 12 years, and in the event of an apparent Abandonment, Notice may be served by posting same on door of the Apartment, unless Lessor exercises Lessor's right to possession due to Abandonment, in accordance with the provisions set forth in this Lease.

D. Tenant agrees that Lessor's Notice to one Tenant in a Multi-person Lease is sufficient for Notice to all signatories in Lease Contract, addendums, extensions, and/or riders.

**25. FIRE AND CASUALTY:**

A. If the Apartment is damaged or destroyed by fire or casualty, and the Apartment is only partially damaged and is habitable or is damaged and can be made habitable, and Lessor makes full repairs within 90 days, this Lease shall continue without abatement or apportionment of Rent, or

B. If the Apartment is damaged or destroyed by fire or casualty and (1) the Apartment is rendered uninhabitable, (2) continued occupancy would be illegal, or (3) Lessor cannot or does not repair within 90 days, then Lessor may, at Lessor's option, (1) terminate this Lease or (2) relocate Tenant to another comparable apartment. Tenant will continue to make rent payments to Lessor, and Lessor will be responsible for the fees and/or rental expense of the comparable apartment. Such comparable apartment may be with an affiliate of Mason Properties or a leased area by Mason Properties.

C. If Lessor determines the cause of fire to be fault of Tenant, Lessor reserves the right to keep as Damages all Prepaid Rent and deposit amounts, as well as seek other Damages as allowable by law.

D. Lessor and Lessee agree and understand, loss of personal items in the event of a fire are the responsibility of the individual owners. Lessor has notified Lessee of the importance of rental insurance for this purpose.

**26. TENANT'S WAIVER:**

Tenant's covenant to pay Rent is and shall be independent of each and every other covenant of this Lease. Tenant agrees the Tenant's Damages for Lessor's breach shall in no way be deducted from Rent nor set off for purposes of determining whether any Rent is due in a forcible detainer action brought on the basis of unpaid Rent.

**27. EMINENT DOMAIN (CONDEMNATION):**

If the whole or any substantial part of the Building is taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Building, the Term of this Lease shall, at the option of the Lessor or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Lessor shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said Termination.

**28. LESSOR'S MORTGAGE:**

This Lease is not to be recorded and is and shall, hereafter, be deemed to be subordinate to any present or future mortgages on the real estate (or any part of it) upon which the Building is situated and to all advances upon the security of such mortgages.

**29. REMEDIES CUMULATIVE, NON-WAIVER:**

A. (1) All rights and remedies given to Tenant or to Lessor shall be distinct, separate, and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically limited or waived in this Lease;

(2) No waiver of any breach or Default of either party hereunder shall be implied from any omission by the other party to take any action on account of a similar or different breach or Default;

(3) The payment or acceptance of money after it falls due after knowledge of any breach of this Lease by Lessor or Tenant, or after the Termination in any way of the Term hereof or of Tenant's right of possession hereunder, or after the service of any Notice, or after the commencement of any suit, or after final judgment for possession of the Apartment shall not reinstate, continue or extend the Term of this Lease nor affect any such Notice, demand or suit or any right hereunder not expressly waived;

(4) No express waiver shall affect any breach other than the breach specified in the express waiver and then only for the time and to the extent therein stated.

B. Tenant's obligation to pay Rent during the Term or any extension thereof or any holdover tenancy shall not be waived, released or terminated by the service of any five-day Notice, demand for possession, Notice of Termination of tenancy, institution of any action or forcible detainer, eviction or for any judgment for possession, or any other act or acts resulting in Termination of Tenant's right of possession.

### 30. LESSOR'S REMEDIES:

A. If Tenant (1) Defaults in the payment of any single installment of Rent or in the payment of any other sum required to be paid under this Lease or under the terms of any other agreement between Tenant and Lessor; or (2) Defaults in the performance of any other covenant or agreement hereof; Lessor may treat such events as a breach of this Lease and Lessor may terminate this Lease and the Term hereof. In which event, Lessor may forthwith repossess the Apartment in accordance with the provisions in this Lease, and Tenant agrees to pay Lessor damage in an amount equal to the amount of Rent provided in this Lease to be paid by Tenant for the balance of the Term hereof as set forth in this Lease as well as any charges, fees, reimbursements, or penalties defined in the Lease; or Rent until Apartment is leased out again, as well as any charges, fees, reimbursements, or penalties defined in the Lease, whichever is the smaller. Lessor may keep any and all Prepaid Rent and Security Deposit amounts to apply towards this remaining balance.

B. *Costs:* Tenant shall pay Lessor all Lessor's reasonable costs, expenses, management fees in and about the enforcement of the covenants and agreements of this Lease. This includes all court costs, summons fees, a reasonable management fee (\$135.00) to cover the cost of processing of all lawsuits.

C. *Loser Pays Attorney Fees:* Tenant and Lessor agree to the recovery to the prevailing party, whether Tenant or Lessor, of reasonable or actual Attorney's fees to enforce this Lease.

D. *No Priority:* Tenant agrees and understands Lessor is under no obligation to make Apartment where Tenant is in Default an increased \_\_\_\_\_ priority to re-let or how to prospective Tenants. Any Apartments within the Premises which is available for Lease prior to the Default, will \_\_\_\_\_ have an increased priority over the Apartment in Default.

### 31. OTHER AGREEMENTS

A. The headings or captions of paragraphs are for identification purposes only and do not limit or construe the contents of the paragraphs.

B. "Lessor" as used herein shall refer to the person, partnership, corporation or trust herein above set forth in that capacity. If such person be designated an agent, Lessor shall also refer to and include the principal. Obligations and duties performed by Lessor may be performed by Lessor, its agents, employees or independent contractors. Only Lessor or its designated agent may amend or modify this Lease or Lessor's obligations hereunder.

C. All rights and remedies of Lessor under this Lease, or that may be provided by law, may be exercised by Lessor in Lessor's own name individually, or in Lessor's name by Lessor's agent, and all legal proceedings for the enforcement of any such rights or remedies, including distress for Rent, forcible detainer, and any other legal or equitable proceedings, may be commenced and prosecuted to final judgment and execution by Lessor in Lessor's own name individually, or by agent of any Lessor who is a principal.

D. Tenant agrees that Lessor may at any time, and as often as desired, assign or re-assign all of Lessor's rights as Lessor under this Lease.

E. The words "Lessor" and "Tenant" as used herein shall be construed to mean plural where necessary and the necessary grammatical changes required to make provisions hereof apply to corporations or persons, women or men, shall in all cases be assumed as though in each case fully expressed.

F. The obligations of two or more persons designated Tenant in this Lease shall be Joint and Several. If there be more than one party named as Tenant, other than children in a family, all must execute this Lease and any modification or amendment hereto.

G. "Apartment" used herein shall refer to the Apartment leased to Tenant.

H. Tenant's occupancy or use of any storeroom, storage area, laundry room, garage, or parking space in or about the Building shall be as a Licensee only and, unless specifically provided otherwise in this Lease, such license is granted without charge to Tenant and may be revoked by Lessor at any time. Tenant understands and agrees that due to construction, location and use of such storeroom, storage area, laundry room, garage, or parking spaces, Lessor cannot and shall not be liable for any loss or damage of or to any property placed therein. Tenant should not store or leave valuable items in such areas. The Termination of this Lease for any reason shall also serve to terminate Tenant's right to use such storeroom, storage area, laundry room, garage, or parking spaces.

I. "Building" as used herein shall include the entire physical structure located at and about the address herein above stated, including machinery, equipment and appurtenances which are a part thereof, grounds, recreational areas and facilities, garages and out-buildings, and other apartment buildings which form a complex owned and operated as a single entity.

J. The invalidity or the inability to enforce any provision hereof shall not affect or impact any other provision.

K. Chapter 10 of DeKalb City Ordinance entitled Landlord-Tenant Regulations governs all units in the city of DeKalb. As such, all units and activities of Lessor in the City of DeKalb, are understood to be governed by such. Lessor and Tenant agree that Lessor and Tenant will act in good faith to comply to such regulations including but not limited to:

1. New ordinances additions or deletions as well as existing ordinances Sections 10, and Sections 52 including the Landlord's right to ban any guests of the Tenant from the Property whose conduct is prohibited by Crime Free Housing Lease provisions. Landlord may add such guests to the Banned List provided for under Section 10.20 of the DeKalb Code of Ordinance.

2. Tenant expressly acknowledges that Landlord has advised Tenant of the potential for inspection of the premises should it be deemed a Chronic Disorderly House under Chapter 52 of the DeKalb City Code of Ordinances and of the No Trespass Agreement and Banned List Provisions of Section 10.20 of the Code of

Ordinances. Tenant acknowledge that Chapters 10 and 52 of the Code of Ordinance are in full force and effect and apply to the terms of this Lease agreement.

3. Tenant and Landlord agree Damages due from, or a rising from Tenant and or Tenant's Guest activity including, but not limited to the Loss of Rent, Professional Fees, Late fees, Management Fees, reasonable Office Charges, City fines and costs, Court Fees, and Costs, and Summons are fully the Responsibility of the Tenant and as such are liable to the Lessor and or the City of DeKalb for such. Furthermore, if by the City, its agents, or its assigns, decree a Tenant is placed on the banned list and is required to move, the obligations and or responsibility of all parts of the Lease are still enforceable and are not waived by the Lessor or remaining Tenants including Rent, Prepaid Rent, Costs, and Utilities. The remaining Tenants of a banned Tenant are jointly and severally liable for such costs and damages as well as all provisions of the Lease through the Termination Date of the Lease.

4. "Crime Free Housing Lease Provision Prohibition against nuisance activity within the City of DeKalb:  
i. Notice of City of DeKalb Ordinances:

"The City of DeKalb has enacted the following in its Code of Ordinances: (1) Chapter 52, Section 52.06 - Disorderly House: This Section prohibits nuisance activity, defined as unlawful activity, on properties located within the corporate limits of the City of DeKalb,

*Crime free agreement:*

In consideration of the execution or renewal of a lease of the rental unit identified in this lease (the "leased premises), Owner (or Owner's agent or representative) and resident/tenant agree as follows:

1. The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate unlawful activity in, on, at or about the leased premises at

2. The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not permit the leased premises to be used for, or to facilitate, unlawful activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.

3. The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate any breach of the lease agreement that jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant, or involves imminent or actual serious property damage.

4. The Tenant is vicariously liable for the unlawful activity of any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control, whether or not the Tenant had knowledge of the activity or whether or not the household member or guest was under the Tenant's control.

5. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

6. For purposes of this Lease Section, unlawful activity shall mean: (i) Any offense defined and prohibited by Section 6-16 (Prohibited Sales and Possession) or Section 6-20 (Purchase or Acceptance of Gift of Liquor by Persons Under Age 21) of the Liquor Control Act of 1934, 235 ILCS 5/6-16 and 5/ 6-20, or similar City of DeKalb ordinance. (ii) Any offense that constitutes a felony or misdemeanor under the Illinois Criminal Code of 1961, 720 ILCS 5/1-1 et seq.

Any offense defined and prohibited by Chapter 52, "Offenses against Public Peace, Safety and Morals" of the City of DeKalb Municipal Code.

Any inchoate offense defined and prohibited by Article 8 (Inchoate Offenses) of the Criminal Code of 1961, 720 ILCS 5/8-1, et seq., which is relative to the commission of any of the aforesaid principal offenses.

7. Violation of any of the above provisions shall be a material and irreparable violation of the lease and good cause for termination of the tenancy, provided, however, a tenant shall not be retaliated against nor evicted when merely a victim of any unlawful act prohibited herein, but shall be responsible for the acts of his/her guests and persons under his/her control. A single violation of any of the provisions hereof shall be deemed a serious violation and material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. Tenant consents to venue in any court within the county wherein the unit is located in the event Owner initiates legal action against the tenant. Tenant hereby waives any objection to any venue chosen by Owner. To the extent permitted by law, tenant agrees that service of process of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to tenant, shall be effective and sufficient for purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any tenant, co-signor, occupant or guarantor, if served upon any occupant or other person of suitable age and discretion who is present at the premises and residing therein, notwithstanding the fact that a tenant, co-signor, occupant or guarantor may reside at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law or rule. By signing this lease the undersigned hereby waives any objection to service carried out under the terms of this agreement."

### 32. RULES AND REGULATIONS:

Tenant covenants and agrees to keep and observe all Rules and Regulations stipulated in this Lease. Tenant also covenants and agrees to keep and observe such further Rules and Regulations that are reasonable and are uniformly applied to all Tenants within the property, as may later be promulgated by Lessor or Lessor's agent for the necessary, proper and orderly care of the Building.

#### A. QUIET LIFESTYLE:

1. **DUTY TO MAINTAIN:** Tenant agrees and understands that property is a Quiet Lifestyle apartment. As such, Tenant has a duty to maintain a Quiet Lifestyle, non-intrusive to fellow Tenants. Quiet Lifestyle behaviors include, but are not limited to the refraining of playing loud music, yelling, screaming, argumentative behavior, or the making of excessive noise which opposes the peaceable enjoyment of Lessor's other Tenants. Lessor, or his agents reserves the right to determine what violates Quiet Lifestyle rules as is reasonable, and uniformly applied to all other Tenants. Lessor considers all violations a breach of the Lease, including **FIRST TIME OFFENSES**. Lessor reserves all remedies including Eviction, actual costs of damages, or penalties and/or fines.
2. **Party Fine:** As a penalty, a party Fine of \$250.00 may be assessed to Apartments deemed conducting a party. This Fine can be given in conjunction with "Noise Fine" or a "Alcohol fine" if the situation warrants both and/or all such fines violations by Lessor's sole discretion. Parties are defined as a gathering of approximately 10 or more non-tenants. Lessor, or Lessor's agents reserve the right to determine what constitutes a party. In addition to all party fines, noise fines, and/or alcohol fines,

tenant agrees to be fully responsible for all clean-up charges, Vandalism, damage of Apartment items including, but not limited to Carpet damage, door & window damage, landscaping damage, and other costs associated with such parties. At all times, Lessor considers Tenant liable for the conduct and behavior of all guests, invited, uninvited, known, or unknown to Tenant.

3. **Alcohol Fine:** As a penalty a separate Fine of \$250.00 may be issued for possessing large quantities of alcohol, such as kegs, party balls, or mass quantities of canned or bottled beer in a party atmosphere. NOTE: This Fine can be given in conjunction with "Noise Fine" if the situation warrants both and/or all violations by Lessor's sole discretion.

4. **Quiet Hours/Noise Rules:** Noise levels will be kept to a minimum. Any noise, music, etc. that reasonably disturbs a neighbor or surrounding area will be deemed a disturbance. Quiet hours are at all times day or evening. Management reserves the right to determine what constitutes a violation of quiet hours based upon reasonable and uniform rules applied to all tenants.

5. **Noise Fine:** Lessor and/or Lessor's agent have the right to issue a noise Fine of \$75.00 to an occupant of Apartment or Property for violation of Lessor's Quiet Lifestyle policy. This Fine may be issued any time during the day or night, may be given with or without warning at Lessor's discretion, and applies to violations in Common Areas, as well as cars in parking lots with loud stereos. This Fine is payable immediately in cash.

6. Tenant understands Lessor may evict any tenant for violation of Quiet Lifestyle rules including **FIRST TIME OFFENSES.**

7. **Duty to Reduce Nuisance & Noise:** Tenant understands Lessor recommends Headphones, Ear Buds, and other such noise reducing devices for control of music especially with low bass tones which travel through to other tenants with or without common wall. Tenant understands and agrees to a duty to reduce noise applies to tenant, tenant's guests, and all occupants of unit.

B. **PENALTIES AND FINES** - Tenant understands and agrees to the following penalties for violation of policies and/or paragraphs of this Lease agreement:

1. **Loss of Security Deposit, Pre-paid Rent, Payment of Attorney Fees, Management Fee (\$145), Loss of Prepaid Rent, Late Fees, Labor Charges for Cleaning Charges, and/or Maintenance charges, Carpet Cleaning, and Replacement of missing or damaged items, Termination of the Balance of the Contract Term** - Any behaviors that would constitute a breach of the Lease by Tenant including, but not limited to cancellation of Lease prior to possession, Abandonment, Violation of Drug Policy, Breach of Quiet Lifestyle Rules, Non-payment of Rent as scheduled, Unauthorized Tenant, Unauthorized switching of Utilities.

2. **Penalty Fines** - Pets (\$250.00 & \$25.00/day), Delinquent Rent (Late Fees \$7/Day, Management Fee(\$145.00), Parking Rules Violation (\$30.00 per occurrence), Quiet Lifestyle (Party \$250.00, Excess Alcohol \$250.00, Noise \$75.00), Vandalism (\$100.00), Disorderly Conduct (\$100.00), Clean-up (\$35.00/man hour per occurrence)

3. **Penalties due to Legal or collection Action** - All reasonable Attorney Fees, Filing fees, Summons Fees, Document fees, collection fees, and/or a Management Fee (\$145.00).

4. **Reasonable office charges** - For additional services (See Paragraphs 16, 17, and 18)

5. **Holdover** - Triple the amount of Rent, prorated per day, of such withholding beyond Lease Term, or actual damage whichever is greater.

6. **All fines are the responsibility of Tenants including participating and non-participating Tenants of an apartment. All Tenants are jointly and severally liable for fines, damages, and penalties.**

7. Lessor reserves the right to assess a Fine, or Penalty, or reasonable charges for actual Damages at his sole discretion.

8. All Tenants who receive a fine and/or penalty are in Default and subject to all Default remedies.

**C. Behavior Injurious to the Reputation of Lessor:**

Tenant agrees not to participate in any behavior, actions, or communications that would be injurious to the reputation of the Lessor including, but not limited to slander, gossip, perjury, libel, defamation of character of the Lessor, Lessor's agents, Lessor's employees, or staff, smear campaigns, denigration of Lessor, Lessor's agents, Lessor employees or staff. This includes publication of Letters to the Editor, advertisements, and/or publication of flyers.

**D. Items Left Outside Apartment:**

1. No Tenant, occupant, or user shall place or leave any personal items, including but not limited to furniture, waste receptacles, supplies, footwear, umbrellas, etc. anywhere outside the apartment, in the halls, on the landscape, on staircases, landings, porches, and foyers. Lessor reserves the right, without warning, to remove and dispose of such items from described areas and bill Tenant for doing so.
2. No Tenant and/or Guests shall publicly display, hang, distribute, and/or pass out leaflets, posters, flyers, bulletins, and/or announcements on Tenants, entryways, Common Areas or other Tenants' doors. Lessor reserves the right, without warning, to remove, dispose of such items, bill Tenant for costs of doing so, and in addition Fine individuals \$100.00 for doing so.

**E. Parking Rules:**

1. Lessor does not guarantee Tenant an available parking spot. All spots are on a first-come, first-serve basis. If no parking spots are available, Tenant will have to park off premises.
2. Stickers must be affixed to rear window with adhesive provided, not tape. Stickers not completely and absolutely affixed to window of vehicle will be towed at owner's expense. Partially affixed stickers are considered not affixed and will cause vehicle to be towed at owner's expense.
3. Vehicles with tinted windows should have stickers in the front window of the vehicle. Lessor provides no warranties for reimbursement of towing and/or storage fees for vehicles with tinted windows or windows filled with items which obstruct, restrict or partially hide the view of sticker.
4. Stickers/permits must be used ONLY on the original registered vehicle. If Tenants mix-up or misapply stickers, Lessor assumes no liability for storage and/or towing fees.
5. Lessor reserves the right to limit the number of stickers depending on the particular parking circumstances of each complex. i.e., Old Orchard, Colonial East/West are allowed one (1) sticker per Tenant.
6. Lessor will charge \$35.00 for missing, stolen or lost stickers. If Tenant transfers ownership of vehicle, Tenant must return original sticker for a no charge replacement sticker or pay \$35.00 for a replacement sticker.
7. Cars not properly displaying stickers will be towed at the vehicle owner's expense. Some complexes may purchase short-term temporary parking passes for \$7.00 each.
8. Parking is only allowed in complex where the tenant resides. Tenants who are guests in other complexes must park in visitor parking where available or off premises.
9. Cars left inoperable in parking lot (flat tires, broke down, invalid license plates, etc.) will be towed at vehicle owner's expense. Cars left unmoved in a parking spot for longer than seven (7) days may, at Lessor's sole discretion, be declared abandoned and be towed.
10. There will be no maintenance of vehicles permitted on the property.
11. There is limited parking for guests. In each complex, guests are to observe parking rules and locations. If there is no designation for Guest or Visitor Parking, none is allowed on the premises. In such cases, guests must park off premises. If Guest or Visitor parking is full, guests must park off premises. At NO time will Landlord reimburse tenant or guest for towing costs.
12. Responsibility for payment of fees is up to the owner of the vehicle if towing costs are incurred.
13. Double parking (taking up more than one stall) is strictly prohibited and violators may be towed.

14. Parking is not allowed next to any curb that is painted yellow or striped.
  15. Parking is allowed in designated parking spots only. Tenants are not allowed to park in Visitor or Guest parking and may be towed at Lessor's sole discretion. Lessor assumes no liability for towing and/or storage fees for violations.
  16. Lessor will not assume any liability for towing of vehicles or damages as the result of towing.
  17. Excessive speeding in the parking lots may result in a \$30.00 speeding ticket.
  18. Disputes, unruly or disorderly behavior with the tow truck drivers may result in suspension of parking passes.
  19. Vehicles parked in non-parking areas i.e. by dumpsters, fire lanes etc, will be towed at vehicle owners expense.
  20. Tickets (\$30.00) may be issued for violation of any of the above rules.
  21. Two (2) or more tickets may result in the suspension of Parking Privileges or revocation of Parking Sticker.
  22. Vehicles towed as the result of stolen, misplaced, improper and unauthorized duplicated stickers, and/or lost stickers are not the responsibility of lessor.
  23. Lessor maintains no control over when and how often patrols are made through the parking lot.
  24. Lessor and/or his agents reserves the right to report any vehicle in violation of the above rules.
  25. Once a vehicle is hooked up to a tow truck, the tow company retains all right to possession, fees, storage of said vehicle. Lessor maintains no liability for damage, storage fees, or towing fees regardless for any reason.
  26. All parking stickers are reissued once a year by August 31<sup>st</sup>. It is the tenants responsibility to get a new sticker before its expiration date. If a vehicle is towed due to an old, out-dated sticker, Lessor will not be liable for any damages, towing costs, or storage costs.
  27. Lessor is not responsible for any damages done to the vehicle while parked in the parking lot. This includes but is not limited to theft, fire, or any other cause whatsoever with respect to the car parking in the lot.
- Should your vehicle require maintenance, we can issue you a temporary pass for a loaner vehicle. A temporary pass is good for seven days at a cost of \$7.00. Should you require more than seven days, another pass may be purchased.

**F. Maintaining Temperature of Apartment:** From December 1st through April 1st of each year, the heating level must be maintained at 50 degrees or more throughout Apartment whether Apartment is occupied or not. Tenant understands the reason for this clause is to ensure that damage from freezing pipes does not occur. Tenant will be liable for any Damages caused by his negligence in this regard including frozen pipes, damage to walls, damages done to nearby tenants, carpeting damage, and professional contractor (plumber's, cleaners, electricians) etc. Tenant agrees to allow the Lessor access, if necessary, to ensure that heat is maintained during winter, and will allow Lessor to alter settings to accommodate falling temperatures, excessive cold or heat and weather conditions. Tenant also agrees that Tenant must air condition if necessary to maintain a temperature not to exceed 78 degrees. Tenant understands and agrees that Tenant has the sole responsibility to maintain heat to keep pipes from freezing.

**G. Lock-Out Policy:** Tenant must have proof of identification if locked out of the apartment. *Lockout fees are payable immediately in cash*, rates as follows: \$25.00 (9 AM-5 PM), \$35.00 (5 PM-9 PM), \$50.00 (9 PM-9AM). If Locked out, Tenant may call the Answering service to summon Maintenance for Lock-out Service. If such Service is on a Weekend, 5:00 PM Friday through 7:00 AM Monday, a minimum charge of \$50.00 per occurrence regardless of the time of day. *If the Main Office is open, tenant may purchase a duplicate key, with identification for \$3.00.* In no case, shall Lessor issues keys to

a non-Tenant or guests of Tenant. Tenants who damage locks, doors, fixtures, windows, screens, or Buildings trying to enter Premises and/or Apartments are fully responsible for Damages, repair, and/or replacement.

#### H. Vandalism

1. **Duty to Report Vandalism And Vandalism Fines:** Any Damages, acts of Vandalism, etc., occurring adjacent to or surrounding your apartment with any monetary value being incurred to the property will be charged to the residents. It is the residents' responsibility to report any such occurrences to the appropriate authority, or they will be deemed to have been a party of said action. If blame can be verified for Damages, Vandalism, etc. to a particular tenant, Apartment, or guest of a tenant, a \$100.00 Fine, as a penalty, will be assessed in addition to the cost of cleanup and/or repair. This Fine does not waive Lessor's right to press criminal charges or enforcement of any other provision in this Lease.

2. **Tenant's Liability:** Because of the large number of false claims of vandalism done by Tenants or guests of tenants, any items in the Apartment, or in Common Areas of the Building or Property becoming damaged or in disrepair (including Tenant and/or their guest's damage, damage from other persons whether known or unknown by Tenant, damage from spray paint, damage from rocks, broken windows, broken doors, broken patio glass etc.), during the Tenant's Lease will be at Tenant's liability and the cost for repairing or replacing will be billed to Tenant in accordance the provisions of this Lease. Tenant understands and agrees this may include damages that they personally may not have created or participated in. Tenants may lessen that risk of that liability by reasonable methods such as neighbor watches of suspicious characters, reporting of identifying factors including descriptions, pictures, video footage, license plates, calling of the police etc.

#### I. No Pets Allowed; Pet Fines:

1. **Pets of any kind are not allowed on the property** i.e. Dogs, cats, snakes, ferrets, rabbits, reptiles. Furthermore, items which indicate a pet is being held, kept, fed, cared for on premises are also not allowed including water bowls, pet food, dog food, or cat food, leashes, pet cages, rubbing posts, scratching posts, pet toys, chewy bones etc.

2. **Visiting pets are not acceptable.** Pets who come with guests on the Premises, Common Areas, Parking Lot, Land, in vehicles, subject Tenants to Pet Fines regardless of length of stay.

3. **If a pet or any item(s) listed in portion I-1 is found on the Premises, Common Areas, Building, Apartments, Parking Lots by Lessor or Lessor's agent, Tenant agrees to pay an immediate \$250.00 Fine, plus an additional \$25.00 per day until the removal of pet.** Acceptance of this Fine does not deprive Lessor of the right to evict.

4. **Stray pets, ie. cats, dogs, raccoons which are fed, watered, cared for in any manner by Tenant will subject Tenant to a fine and/or cost of removal of such stray.**

5. **Furthermore, any apartment issued a pet Fine is liable for the replacement costs of carpeting, pad, and any associated costs of cleanup, painting, and/or repair if it is determined the pet has done irreparable damage to any areas in the Apartment including, but not limited to damage from urine smell, defecation, spotting, marking, biting, and scratching.**

6. **Damage due to infestation due to animal fleas, ticks, and other insects shall be the responsibility of the Tenant.**

7. **Lessor reserves the right to charge Tenant or require reimbursement for Damages or to deduct such sums from the Security Deposits, if evidence of any such pet damage exists.**

8. **Lessor further reserves the right to demand an additional amount, equal to the cost of damage repair, payable immediately, to be held as a Security Deposit upon the discovery of a Pet, and/or Guest's pet. Such sums shall be held for the Term of the Lease, rider, extensions, addendums.**

Such additional Security shall be considered separate and distinct from the Security Deposit and be refunded 30 days after the Termination Date of the Lease.

9. Tenant agrees in the event of Default of this No Pet Policy, to provide Access to Lessor for regular and/or periodic inspections at Lessor's sole discretion, without additional advanced notice, by Management, Security, and/or Lessor's Agent, during reasonable hours, for the life of the Lease, Lease Contract, riders, addendum, and/or extensions. Sufficient Notice to Tenant of said inspection will be met if Lessor gives reasonable notice of warning of entrance such as Give a knock on the door, and a verbal "hello" prior to entry. Three inspections without a pet found, or evidence of a pet found, will suspend said inspections and normal Access provisions will prevail.

**J. Move-in Inspection Report:**

1. Upon move-in, Tenant will have opportunity to fill out a move-in condition report. Lessor encourages Tenant to note any items, if any, that may be damaged, missing, or in disrepair, including nail holes, scratches, dents, screens, cracked windows, dirty items, dusty items, stained items, missing door stops, damaged doors, frames, fixtures, missing or dirty vents, switches, switch plates, outlet covers, holes in screens, dirt in window or sliding door tracks, areas needing painting or with yellowed paint, carpet tears, rips, or missing thresh holds.
2. If the Apartment move-in inspection report is not signed and/or completed by Tenant, Lessor will assume that Apartment is in 100% acceptable condition, and that there are no items in the Apartment that are not in a clean and satisfactory condition.
3. Tenant assumes all risks for any items of disrepair or missing, or damages that exist upon possession, but are not noted on Move-In condition report. Lessor reserves the right to charge Tenant according to the provisions of Lease for Damages, missing items, and/or repairs completed by Lessor. Any riders, additions, and/or addendums to the Move-In condition report not signed by Lessor in agreement, and/or witnessed by Lessor, or Lessor's agent will not be sufficient to satisfy claims for Damages, incomplete or missing items.
4. Apartments accepted As Is by Tenants, Re-Letting Tenants, Sub-let Tenants, or signatories of Lease, Lease Contract, extensions, riders, and addendums, agree and assume responsibility and/or liability for Damages, missing items, and/or repairs not listed on original Tenants' Move-In condition report.
5. Lessor will provide Tenant with a copy of Move-In condition report at the time of Move-In. Lessor encourages Tenant to keep a copy of Move-In condition reports. Lost or missing Move-In condition reports are the responsibility of Tenant. If Move-In condition report is lost, stolen or missing, Lessor assumes Apartment is in 100% acceptable condition with all items in a clean and satisfactory condition.
6. Lessor has the right to remedy any item and/or condition listed on the Move-In Condition report and Tenant will grant access for such remedy by Lessor, sub-contractor, or Lessor's Agent. It is assumed any item and/or condition thus corrected and that are subsequently damaged, missing, stolen, and/or repaired are the responsibility of the Tenant according to the provisions of the Lease.
7. Non-tenants are not allowed in the apartment during the inspection (i.e. Parents and Guests).

**K. Maintenance Work:**

1. Tenant understands that most non-emergency maintenance work will be performed during normal business hours of 8am-5pm, Monday through Friday; and agrees to give Lessor access during these times to perform preventative maintenance as well.
2. Lessor is under no obligation to set appointments, notify tenant of when maintenance work is to be scheduled. Lessor will perform work on a timely and reasonable basis, but has a period of 90 days to remedy all maintenance requests. Furthermore, maintenance issues outside of Lessor's control (i.e. ice damming, special order of parts) may require longer periods of time to remedy.

3. Lessor will not reimburse Tenant for Lost Rent, or offer Rent discounts, credits or reductions for any maintenance issue regardless of the time necessary to repair.

4. It is the Tenant's obligation to report damages on a timely basis which may cause additional costs and/or damages to be assessed to Tenant. Leaking toilets, sinks, fixtures, tubs, window wells which may cause damage to other adjacent, adjoining, and underlying Apartments will be the responsibility of the Tenant for failure to report such conditions.

5. Any work order may be submitted either by phone or by letter contact. A Tenant may request at any time a Work Order Number which references the specific maintenance condition to be fixed or repaired. A Tenant may use that Work Order Number to check on the status of said work by Lessor, or Lessor's Agent. Submission of a Work Order is an agreed Access to the Apartment by the Tenant to the Lessor. Tenant understands and agrees it may take a reasonable time to assess the damages, repairs, and complete the repairs.

6. After a Work Order has been submitted, a Tenant shall have the right to check on the status of the Work Order. If the Tenant feels the Work Order is not being addressed on a timely basis, the Tenant has a duty to request a Manager and/or Supervisor to address the problem. Lessor shall provide an Upper Management Agent and/or Lessor himself to handle all Maintenance disputes.

**L. Maintenance Performed by Lessor Only:**

1. Lessor and Lessor's agents are the only authorized parties to perform any maintenance work; and/or schedule or authorize any subcontractors access for same. Tenant understands Lessor does not grant any permission, or authority to Tenant to schedule, or authorize repair done by any unauthorized Subcontractors and assumes full liability including, but not limited to repair, replacement, duplication of work, fees, and/or charges. Lessor reserves the right to refuse payment to sub-contractor, and/or removal and replacement of the repair at Tenant's expense.

2. In the event of an emergency, where a defective condition threatens the life and safety of the Tenant, the Tenant may make the necessary repair with only authorized sub-contractors at Lessor's reasonable expense, but only after engaging in reasonably diligent attempts to notify Lessor. Such attempts should be documented. Lessor shall provide Tenant upon request a list of acceptable sub-contractors if such an emergency circumstance arises.

3. A Tenant may not repair at Lessor's expense any condition that was caused by deliberate or negligent act or omission of the Tenant, a member of his/her family, and any other Guests.

**M. Insurance:**

1. **NEED FOR RENTER'S INSURANCE:** Tenant understands and agrees that Lessor's insurance is designed to indemnify Lessor for any damage, casualty, or fire losses by normal commercial building insurance policy policies. If tenant wishes to have personal possessions insured for repair, replacement, or indemnification, tenant has full duty and/or responsibility to purchase and maintain such Renter's insurance. Lessor highly recommends the purchase of such policies and will not in any case indemnify tenants for losses due to fire, rain, wind, leaking pipes, water damage, ice damming, equipment failure, power or utility failure, freezing pipes, proper or improper cleaning, painting, installation of equipment or drywall repair, or any losses or casualties arising out of the normal course of business. Tenant releases Lessor from any Damages and/or claims as to such losses and claims.

2. **Waterbeds/Insurance, Liquid-Filled Furniture:** Tenant must obtain and provide Lessor proof of insurance on any waterbed and maintain said insurance throughout the Term of the Lease. Further, no furniture filled with a liquid or semi-liquid shall be brought in or used in the Apartment unless contained in proper frame and liner. Hot tubs, pools, etc are prohibited.

3. **Auto Insurance** - Tenants who own vehicles, trailers, snowmobiles, motor-cycle or motorized equipment subject to licensing and registration is required to carry proper liability insurance as required by legal statute.

**N. Window Coverings:**

1. Tenants must cover windows with curtains/drapes with white backing, or use vertical/horizontal blinds. Such blinds or curtains must be a neutral or earth-tone color.
2. At no time will blankets, newspapers, sheets, or the like be allowed as window coverings.
3. At no time shall neon signs, beers signs, and/or signs objectionable by Lessor be hung in windows.

**O. Clothes Hanging:**

At no time is Tenant allowed to hang clothes to dry in or outside the Apartment, and/or inside or outside Apartment window or door.

**P. Filing With Attorneys (Delinquent Rent, 10 Day Notices, Drug Violations, Party Violations, Default):**

1. **Management Fee:** There will be an automatic \$145.00 management fee for any cases that are prepared and/or filed with our attorney's office. This fee is to cover Lessor's additional reasonable office and wage costs for the preparation of suits, management of the legal process, and correspondent communication and meetings with Tenant.
2. **Court Costs:** Tenant understands and agrees any costs that are associated with filings including court costs, and filing fees, summons fees and other fees which might be incurred due to court processing are the responsibility of the Tenant.
3. **Loser Pays:** Lessor and Tenant understand and agree that the Loser of a suit will be responsible for all reasonable and/or actual Attorney's fees. The Loser, whether Plaintiff or Defendant, shall render to the prevailing party reasonable and/or actual fees, where applicable, the cost of bringing, or the cost of defending the suit. In any negotiated settlement, Lessor reserves the right to recover any actual reasonable Attorney's Fees, Late Fees, Management Fee and/or Costs.
4. **Attorney Origination Fee:** Tenant understands that Lessor will charge a minimum one hundred and thirty five dollar Attorney Origination Fee as a good faith estimate of the cost of Lessor's Professional Attorney costs of bringing a suit for litigation. Lessor and Tenant agree that such an estimate is not the final Attorney charge and is dependent solely on the awarding of attorney fees should if Lessor should be the prevailing party.
5. **Other Collection Costs:** Tenant understands and agrees to, at Lessor's sole discretion, Lessor will pursue all legal remedies for Default including, but not limited to collection agencies, cost of credit checks, commissions, judgments, civil suits, and/or wage garnishments. All accounts subject to a collection is subject to a \$50.00 minimum fee.
6. **Judgments:** All judgments obtained shall accrue at the highest legal allowable interest or 9% per annum until paid in full. Lessor at no time waives any rights as to collection of outstanding balances.

**Q. Keys:**

1. **No Key Warranty:** Lessor gives no warranty, express or implied, that keys issued by Lessor have never been duplicated, copied, and/or are Accounted completely. Furthermore, Lessor assumes NO liability for any unauthorized duplication of keys by previous Tenants, employees, or agents. Tenant may, at their own expense, pay for a re-coring of locks for \$65.00.
2. **Turning in Keys at End of Lease:** Tenants must vacate Apartment NO LATER THAN 5 PM on the Termination Date of Lease. Furthermore, keys should be returned to Lessor's management office by that time, and Lessor will issue a receipt for the key return. Any keys dropped off, placed in an office

drop box, left in Apartment, mailed, and/or Priority delivered will be the received on the day Lessor actually receives keys. Should the Termination Date fall on a day that the management office is not open (e.g. Saturdays, Sundays, Holidays), the Tenant is responsible for either returning possession at an earlier time when the office is open or making previous arrangement, in writing, with management.

3. **Late Keys:** Lessor assumes no responsibility to remind Tenants to turn in keys on time. In the event that Tenant returns keys late, whether office was open or not open on the Termination Date, Tenant will be charged for each and every extra day according to the provisions of this Lease. If **ALL** the keys (Mailbox as well as entrance keys) are not returned on or before Termination Date, Tenant may be subject to Re-coring Charges as well as other Damages, as provided for in the Lease.
4. Lessor assumes possession when keys are returned and/or are found. At that time, Lessor is authorized to act according to all provisions of the Lease.
5. At NO time is Tenant ever authorized, granted permission, or allowed to make duplicate keys of any of keys issued by Lessor. Duplicate keys may be purchased for \$3.00 at Lessor's office.
6. If a Tenant releases a key to a Guest, Tenant assumes all liability for Damages, missing and/or stolen items by that Guest or to whom control of the key is transferred.
7. Tenant assumes all liability for lost, missing, or stolen keys. Lessor, at Tenant's request, will re-core Locks for \$65.00 for each occurrence.
8. If applicable 2 garage door remotes will be issued at move in. If they are not returned by 5 pm on the lease ending date a charge of \$50.00 per remote will be assessed.

R. **Pest Control:**

1. Tenant agrees to comply with all requests made by any Pest Control technicians (for example, emptying cabinets, shelves, cleaning apartment) in order for them to do their jobs. Tenant also agrees to grant such contractors access to the Apartment.
2. Tenant agrees to be responsible for any and all Damages resultant from the spread of pests from their apartment and/or costs of eradication including the cost of spraying, and/or eradication of surrounding Apartments, Common Areas, Premises, Building, and/or Offices.
3. Tenant agrees and will act accordingly to prevent the infestation, spread, and incubation of insects, rodents, and other common pests including, but not limited to proper removal of garbage, leaving of open food, proper cleaning of living, kitchen and food areas. Any activities, actions, and/or lack of proper cleaning or in-actions (i.e. not cleaning) which may promote insect infestation will be considered a Default.
4. Pests include all forms of insects, such as box elder bugs, beetles, fleas, flies, honeybees, wasps, plus any reptiles and/or snakes, and rodent infestations or wild animals.
5. At no time does Lessor warrant Tenant will live pest-free from insect or rodent infestations. Tenant understands some pests may require re-treatment after the initial treatment and gives Lessor reasonable Access for such re-treatment.
6. Tenant agrees to hold Lessor harmless for any damages beyond Lessor's control due to Pest Damages including spoiling of food, nuisances, and mass infestation.
7. **TO PREVENT THE SPREAD AND INFESTATION OF BED BUGS NEVER PURCHASE A USED OR OLD MATTRESS FROM ANYONE OR ANYWHERE. NEVER PULL A MATTRESS OR ANY OTHER TYPE OF FURNITURE FROM A GARBAGE RECEPTACLE.**

S. **Guest Policy:**

1. Should a person be found to reside in the Apartment for more than 10 days within a one year period and that person is not on this Lease contract, Lessor has the right to evict all Tenants, whether on the Lease or not.

2. All Guests of Tenants are subject to the same rules and regulations of the Lease executed by the Tenant and Lessor.
3. Lessor reserves the right to issue trespassing Notices and ban persons from the property regardless if they are with a tenant or not. Unauthorized Tenants may be removed from the property without Forcible Entry litigation.
4. Guest names on Mailbox (Names other than authorized Tenants) are not permitted.
5. Lessor assumes no liability for towing of Guest's vehicles regardless, for any reason.

**T. Bicycles:**

Bicycles must be locked onto a bike rack or stored in Apartment while not in use. Lessor may cut locks and/or remove bicycles that are improperly stored on the Property and may hold them in storage for \$5.00/day and/or may dispose of the bicycle. Any bike left unattended outside the Apartment, (included in or about bike racks) for 30 days, may be subject to removal with or without notice.

**U. Garbage/Use of Dumpsters:**

Tenant must use dumpsters and waste receptacles appropriately. All garbage must be placed inside of receptacles. Tenant's failure to use dumpsters reasonably, and properly, may result in a charge for clean-up at the standard hourly rate as defined in paragraph 19 (Charges). Lessor reserves the right as a penalty to Fine Tenant \$35.00 per man hour per occurrence.

**V. Laundry Facilities:**

Tenant must use laundry facilities appropriately and as intended. The use of coin-operated equipment is at Tenant's own liability and Lessor will make no provisions for the refund of lost money in the machines. Any items damaged by Laundry machines shall be the sole responsibility of the user.

**W. Signs/Displays In and Around Apartment:**

No sign, signal, illumination, advertisement, Notice or any other lettering, or equipment shall be exhibited, inscribed, painted, affixed or exposed on or at any window or on any part of the outside or inside of Apartment or Building without the prior written consent of Lessor.

**X. Grills/Cooking Outside:**

There shall be no cooking or baking done in or about the Apartment except in the kitchen. Cooking on a barbeque or other similar equipment on a porch, terrace, or balcony is expressly forbidden. All grilling must be done at least 10 feet from any Apartment or Building and all smoke, if any, must not carry towards any tenant's Apartment or the Building. All grills must be stored at least 10 feet away from the building at all times. Permission to do otherwise must be in writing from Lessor.

**Y. Cable Television/Satellite:**

1. In the event that cable television service or Satellite Reception is provided in the Building or Apartment, Tenant understands and agrees that (a) Lessor cannot and shall not be liable to Tenant for any damage suffered by or to the person or property of Tenant due to improper or inadequate cable television installation reception, (b) Lessor shall have no obligation or responsibility to collect any fee on behalf of any provider of cable television service, and (c) Tenant shall provide access to the Apartment at all reasonable hours to allow the installation, repair or maintenance of the cable television equipment in the Building or the Apartment.

2. Lessor reserves the right to contract with one Satellite installer per Building. Lessor does not warrant all available Satellite services will be made available to Tenant.
3. At no time shall Tenant have the authority to attach, install, or connect a satellite to a building without the express written consent of Lessor or Lessor's agent.
4. All satellites connected to a building shall remain the property of Lessor after Termination Date.

**Z. Emitting Odors:**

1. No painting, gas-powered equipment or machinery, or any other odor-emitting device or aerosol may be used inside of the Apartment or Building.
2. All cooking odors are to be kept inside Apartment. Tenants who produce exotic or distasteful odors based on Lessor's sole discretion in Common Areas may be fined \$25.00 for each occurrence or found in Default of Lease at Lessors sole discretion.

**AA. Toilet Sanitizers:**

Tenant may not place in toilet any material which changes water color, such as a urinal or toilet block. Tenant will be fined \$25.00 for each occurrence.

**BB. Rocks/Displacement of Landscaping:**

Tenant may not remove, displace, throw, or kick any rocks or other items that are utilized by Lessor for purposes of landscape. Tenant is solely responsible for behavior of Tenant's children, and/or of Tenant's guests. Lessor may issue a Fine of \$35.00 as well as charging Tenant for the reimbursement to Lessor for the costs of replacing such landscaping items.

**CC. Trees Not Allowed in Apartment:**

Tenant agrees and covenants to have no live trees or live trees that have been cut (e.g. Christmas trees) on Premise, in Apartment, Common Areas, and/or Land, due to the risks of fire hazard. This provision would not preclude Tenant from putting up artificial Christmas trees. Tenant assumes all risks for holiday decorations, lights, and/or Damages that result from such.

**DD. Disorderly Conduct:**

1. Tenant authorizes Lessor the option of fining Tenant \$100.00 per occurrence for disorderly conduct i.e., Drunken behavior, rude and obnoxious treatment of staff or other tenants, and/or vulgar and obscene gestures or language.
2. Furthermore, Lessor reserves the right to issue No Trespass Notices for office areas for Tenants who engage in disorderly conduct. Such a Fine would not preclude Lessor for any other remedies available according to the provisions of the Lease.
3. Tenants who are barred of office areas may mail rental amounts or correspondence to Mason Properties, 120 N. Annie Glidden Rd, DeKalb, IL 60115.

**EE. Walk - Through Inspections**

Walk Through Inspections before the Termination Date will be permitted under the following conditions:

1. At reasonable times, prior to Lease Termination Date, Lessor requires 24 hours advance notice of Inspection. It must be mutually agreed, in writing.
2. At no time will a Walk-Through Inspection prohibit Lessor from charging Tenant for undiscovered items up to 30 days beyond Termination Date of Lease.
3. Lessor is under no obligation to determine the final disposition of Security Deposit refund amounts prior to physical work being completed.

4. Tenant must have Apartment in a condition to be ready to turn over possession including, but not limited to removal of all clothing, furniture, and/or personal possessions.
5. Lessor may point out items to Tenant that would need additional cleaning, but is under no obligation to negate any charges regarding such items if cleaned unsatisfactorily.
6. Tenants or Lessor who miss a scheduled inspection without good cause, said party shall be liable to the other party Fifty (\$50.00) and 00/100 Dollars as an attendance fee.
7. Non-Tenants are not allowed in the Apartment during the Walk-Through (i.e. Parents and guests.)
8. Lessor shall provide to Tenant, upon request, a guide to determine approximate dispositions of Security Deposits at the Walk-Through. *Tenant understands and agrees at no time does Lessor warrant this to be comprehensive and/or complete Disposition of a Security Deposit*, since the work by the contractors have not been done, and credits as well as charges have not been fully assessed by Lessor.
9. Lessor shall provide to Tenant following the Walk-Through the Security Deposit Package 30 Days after Possession is turned over to Lessor. Furthermore, Lessor shall supply to Tenant all completed and final inspections including maintenance, painting, and/or cleaning, billings, and invoices. Tenant and Lessor agrees if Tenant doesn't take the time for the Walk-Through, the final inspections will be deemed satisfactory to the Tenant.
10. Only if a walk-through has been given to a Tenant, will Lessor offer an additional opportunity to contact Security Deposit Co-ordinator by fax, (815) 756-1679 or by letter, (120 N. Annie Glidden Rd, DeKalb, IL 60115) or by email (SecurityDeposits@masonproperties.com) to get the estimated times regarding the outcomes of the final cleaning, and painting inspections, prior to the 30 days. Tenant may use these inspections with estimated times, along with the guide to Security Deposits to proximate Security Deposit Dispositions. Regardless, Lessor shall provide the detail of these inspections as normal with the Security Deposit Disposition Package. *Tenant understands and agrees, due to the seasonal volume of work, at no time, will the Lessor accept phone calls regarding the outcome of these inspections.*
11. Tenant further understands and agrees, at no time, does Lessor warrant the ability, after Possession has been returned to the Lessor, to stop the repairing, replacing, and/or restoration of any Apartment to a rentable condition. Furthermore, due to the limited time frame to turn over the Apartment, Lessor will not schedule additional inspections with Tenants, Tenants' guests, Tenant's Parents, make special appointments with contractors, and/or attempt to delay work on any Apartment after Possession has been turned over. Tenant and Lessor agree if Tenant is overly concerned about the outcome of such inspections, Tenant may employ a professional, skilled tradesmen to estimate time to repair, replace, or restore Apartment to a rentable condition prior to the Termination Date.
12. Lessor shall provide the opportunity for review and mediation of all Security Deposit Dispositions.

#### FF. Violence/Firearms:

1. Tenant, or any member of the Tenant's household, a guest, or other person under the Tenant's control shall not engage in acts of violence, abusive behavior, or threats of violence to Management, Sub-contractors, law enforcement personnel, Security, other Tenants, or Guests of Tenants.
2. Tenants agree and covenant to proper security and operation of firearms **AT ALL TIMES** including, but not limited to, trigger locks, locked gun cases, proper firearm permits. Tenant covenants to no unlawful use or display of firearms, and/or the unlawful discharge of firearms, on or near the Premises.
3. Tenant and his Guests assume full liability for Damages caused by unauthorized, inappropriate, unsafe, and/or improper behavior in a violent and threatening manner toward Lessor, Lessor's Agent, Management, Sub-contractors, law enforcement personnel, Security, other Tenants, or Guests.

#### GG. Ice/Snow Removal

Lessor makes no implied or actual warranties regarding ice and snow removal from sidewalks, porches, railings, parking lots, Buildings, Common Areas, and/or Premises. Lessor will act reasonably to remove, shovel, plough, and/or snow-blow areas within a reasonable amount of time, but Tenant understands

and agrees to hold Lessor harmless from any actual or compensatory injury, damages, or risk to Tenant, and/or Tenants Guests.

**HH. APPLIANCE WAIVER**

Any and all appliances that are furnished with the Apartment including Refrigerators, Stoves, Microwaves, Dishwashers, and Washer/Dryer units (whether in Apartment or in Laundry Room in proximity of Apartment, are used at Tenants risk. Lessor assumes no liability for lost change, Damage to garments, Damage to Tenants possessions, Damage as a result of Tenant misuse, abuse or vandalism, and lost food (whether frozen or unfrozen). Tenant agrees Lessor will NOT reimburse any and all damages as a result of maintenance work issues, loss due to power outages, or malfunction of unit or loss due to conditions beyond Lessors control.

**NOTES**