

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT	SECURITY DEPOSIT
	BEGINNING	ENDING		

**LESSEE**

**LESSOR**

NAME:

**IDENTIFICATION OF OWNER AND AGENTS**

APT. NO.

**Owner or Authorized Management Agent:**

ADDRESS OF PREMISES:

NAME

2550 W. NORTH AVENUE

ADDRESS

CHICAGO, IL

(773)278-5669

CITY/STATE/ZIP

TELEPHONE NUMBER

CITY: Chicago

STATE: IL

ZIP: 60647

Updated Chicago Residential Landlord and Tenant Ordinance Summary and Interest Rate Summary are attached.

**Person Authorized to Act on Behalf of Owner for Purpose of Service of Process and Receiving for Notices:**

BICKERDIKE APARTMENTS LLC

NAME

2546 W. NORTH AVENUE

ADDRESS

CHICAGO, IL 60647

(773)227-6332

CITY/STATE/ZIP

TELEPHONE NUMBER

**NOTICE OF CONDITIONS AFFECTING HABITABILITY**

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

In consideration of the mutual agreements and covenants herein stated, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for a private dwelling, the Apartment designated above, together with the fixtures and appliances belonging thereto, for the above Term.

ADDITIONAL COVENANTS AND AGREEMENTS (if any).

TENANT PAYS GAS AND ELECTRICAL SERVICES

If a security deposit has been received by the lessor, it has or will be deposited in the following federally insured financial institution located in Illinois:

US BANK

NAME OF FINANCIAL INSTITUTION

745 N. MILWAUKEE AVE

CHICAGO

ILLINOIS

60622

STREET ADDRESS

CITY

STATE

ZIP

LESSEE

LESSOR

(SEAL)

(SEAL)

(SEAL)

(SEAL)

**LEASE COVENANTS AND AGREEMENTS**

**1. RENT:** Lessee shall pay to the Lessor or Lessor's agent the monthly rent set forth above on or before the first day of each and every month in advance at Lessor's address stated above or such other address as Lessor may designate in writing. The time of each and every payment of rent is of the essence of the Lease.

**2. LATE CHARGES:** The monthly rent shall be increased \$10.00 per month for the first \$500.00 in monthly rent plus five (5%) percent per month for any amount in excess of \$500.00 in monthly rent if paid after the fifth of the month. Rent shall be considered received, if mailed, on the date of receipt.

**3. SECURITY DEPOSIT:** If lessee has deposited with Lessor a security deposit as set forth above; it shall be retained by Lessor to ensure that Lessee shall fully perform each and every term and obligation provided in this Lease. If Lessee fully performs each and every term and obligation provided in this lease and pays all sums due to Lessor, then Lessor, after the Lessee has surrendered possession of the premises and has delivered the keys thereto, shall refund said deposit to Lessee, including interest payable at the rate in effect in the year the lease was entered and as provided by law. If Lessee has failed to perform or comply with any of the provisions in this Lease, then Lessor shall deduct any damages from the security deposit. The security deposit shall not be treated as an advance payment of rent, and Lessee may not apply the security deposit as rent.

**4. POSSESSION:** If Lessor cannot give Lessee possession on the date fixed for commencement of the term, the rent shall be abated until such time as the premises are available for Lessee's occupancy, or Lessee may upon written notice terminate the Lease.

**5. APPLICATION:** The Lessee's application and all the representations contained therein are incorporated as a part of this Lease. Lessee warrants that all the information contained in the application is true, and that if any of said information is false, Lessor may terminate this Lease. Lessee further warrants that only Lessee and the people listed as occupants on the application will reside in the premises.

**6. CONDITION OF THE PREMISES:** Lessee has examined the premises prior to accepting same and prior to the execution of this Lease, and Lessee is satisfied with the physical condition thereof, including but not limited to the heating, plumbing and smoke detectors and taking possession or renewal of this lease upon its expiration shall be conclusive evidence of Lessee's receipt thereof in good order and repair. No promises as to condition or repair have been made by Lessor or his agent which are not herein expressed, and no promises to decorate, repair or modify the premises, which are not contained herein, have been made by Lessor or his agent.

**7. LESSEE TO MAINTAIN:** Lessee shall keep the premises and the fixtures and appliances therein in a clean, slightly and healthy condition, and in good repair, and in accordance with any and all ordinances in such cases made and provided, at Lessee's own expense, and upon the termination of this lease, for any reason, shall yield and return the same back to Lessor in as good condition of cleanliness and repair as at the date of the execution hereof, reasonable wear and tear excepted. Lessee shall make all necessary repairs to the premises whenever damage to the same has occurred or repairs are required due to Lessee's conduct or neglect, and shall replace all broken glass and fixtures. Upon Lessee vacating the premises, if the premises are not in good repair and in a clean, slightly and healthy condition, Lessor

or his agents may replace the premises in the same condition of repair, sightliness and cleanliness as existed at the date of execution of this Lease; Lessee agrees to pay Lessor for all expenses incurred by Lessor in replacing the premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities, or any other portion of the premises.

**8. USE OF PREMISES:** The premises shall be occupied solely for residential purposes by Lessee and those persons listed in the Application for the Lease. Neither Lessee nor any other persons residing with or visiting Lessee shall have been convicted of a crime relating to illegal sexual conduct nor shall suffer, perform, or permit any act or practice that may damage the reputation of the building or be injurious to the building or the operation thereof, or be disturbing to other tenants, be illegal, immoral, or increase the rate of insurance on the building. Neither Lessee nor any occupant nor any guest of Lessee shall engage in any criminal activity including drug related activity on or near the premises nor shall they engage in any acts of violence or threats of violence or interfere with the health, safety or rights of other residents, employees or agents of Lessor, or persons in the immediate vicinity of the premises. Lessee shall be responsible for the conduct of all occupants and persons visiting the Lessee's unit.

**9. SUBLET OR ASSIGNMENT:** Lessee shall not sublet the premises or any part thereof, nor assign this Lease, without, in each case, prior written consent of Lessor which consent shall not be unreasonably withheld. Lessor shall accept a reasonable sublease as provided by ordinance.

**10. NO ALTERATIONS:** Lessee shall not make any alterations to the premises nor install any appliances, locks or other equipment of any kind without the prior written consent of Lessor.

**11. ACCESS:** Lessee shall not unreasonably withhold consent to the Lessor to enter the apartment at reasonable times for reasonable purposes as provided by statute or Ordinance.

**12. HEAT AND WATER:** Lessor shall furnish hot and cold water and if heating is under the control of the Lessor, shall also furnish heat in reasonable amounts at reasonable hours as provided by statute or Ordinance except when prevented by causes beyond Lessor's control or when the water and heating system are being repaired. Lessee shall at all times maintain the temperature at a minimum of 45 degrees and shall be responsible for all damages resulting from the failure to do so.

**13. RIGHT TO RELET:** If Lessee shall remove a substantial portion of his personal property or otherwise abandon or vacate the premises, the Lessor may immediately re-let the premises as provided by Ordinance; or if the premises become vacant by reason of Lessee's breach, or if this Lease has been terminated by reason of Lessee's breach, or if Lessee has been evicted, Lessor may re-let the premises, and Lessee shall be liable and pay for the expenses of reletting and losses to the end of the term or as provided by Ordinance. Tenant's obligation to pay rent during the term or any extension thereof shall continue and shall not be waived, released or terminated by the service of a five-day notice, demand for possession, notice of termination of tenancy, the filing of a forcible entry and detainer action, or judgement for possession, or any other act resulting in the termination of Lessee's right of possession.

14. **FORCIBLE DETAINER:** If Lessee defaults in the payment of rent or any part thereof, Lessor may distrain for rent and shall have a lien on Lessee's property for all monies due Lessor, or if Lessee defaults in the performance of any of the covenants or agreements herein contained, Lessor or his agents, at his option, may terminate this Lease, and, if abandoned or vacated, may re-enter the premises. Non-performance of any of Lessee's obligations shall constitute a default and forfeiture of this lease, and Lessor's failure to take action on account of Lessee's default shall not constitute a waiver of said default.

15. **NOTICES:** Any demand or notice may be served by delivering a copy to the Lessee, or by leaving the same with some person above the age of thirteen years, residing on or in possession of the premises; or by sending a copy of said notice to the Lessee by certified mail, return receipt requested, or by posting the same on Lessee's door to the premises, if no one is in actual possession of the premises.

16. **FIRE AND CASUALTY:** If the premises shall be rendered untenable by fire or by other casualty, the Landlord shall not be obligated to restore the premises and Lessor or Lessee may terminate this lease by providing the other party with ten (10) days written notice of termination of this lease.

17. **DISHONOR:** In the event that Lessee's rental payment is dishonored when negotiated by Lessor or his agents, Lessor shall have no obligation to redeposit same, and reserves the right to demand that all future rental payments be made by money order or certified funds. Lessee shall pay Lessor the sum of \$25.00 as additional rent for any dishonored payment.

18. **SURRENDER OF PREMISES AND RETURN OF POSSESSION:** Lessee shall not be required to renew this Lease more than ninety days prior to its expiration as provided by Ordinance, and Lessor shall notify Lessee of Lessor's intention not to renew the Lease at least thirty days prior to its expiration so long as Lessee is not in default under the terms of this Lease, as provided by Ordinance. At the termination of this Lease, by lapse of time or otherwise, Lessee shall yield up and surrender immediate possession to Lessor or his Agent. If Lessee fails to vacate the premises upon termination then:

(A) If Lessor files a statutory forcible entry and retainer action for possession based upon Lessee's failure to vacate the premises, then Lessee shall pay Lessor a sum equal to double the amount of rent here in set forth as liquidated damages for the time that possession is withheld; or

(B) Lessor may, by giving Lessee written notice thereof, extend the term of this Lease upon all the terms and conditions herein for one year, but with a rental of 20% greater than the rental contained herein; or

(C) If Lessor fails to provide written notice to Lessee of Lessor's election under (B), Lessee shall become a month-to-month tenant, upon all the terms and conditions contained herein, Lessee shall also

compensate Lessor for any and all damages incurred by Lessor by virtue of Lessee's failure to vacate the said premises in accordance with the terms of this Lease. The payment or acceptance of rent after termination of this Lease shall not extend the Lease.

19. **EMINENT DOMAIN:** If the whole or a substantial portion of the premises is condemned by any competent authority for any public use or purpose, this Lease shall be terminated.

20. **JOINT OBLIGATIONS:** The words "Lessor" and "Lessee" when used in this Lease shall be construed to be plural if more than one person comprises either party to this Lease, and each shall be jointly and severally obligated to perform all of the terms and conditions of this Lease.

21. **LEGAL EXPENSES:** Lessee shall pay all costs, expenses and attorneys fees which shall be incurred or expanded by Lessor due to Lessee's breach of the covenants and agreements of this Lease, to the extent provided for by Law, Court rules, statute or Ordinance.

22. **SMOKE AND CO DETECTORS:** Lessee acknowledges that at the time of obtaining initial possession of the premises, all smoke and CO detectors required to be installed in the premises have been installed and are in good working order. Lessee agrees to repair and maintain the smoke and CO detectors devices including replacement of the energy source when needed.

23. **BINDING ON HEIRS:** All covenants contained herein shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, assigns and successors.

24. **REMEDIES CUMULATIVE:** The Lessor's rights and remedies under this Lease are cumulative. The exercise of any one or more thereof shall not exclude nor preclude Lessor from exercising any other right or remedy.

25. **SEVERABILITY CLAUSE:** If any clause, provision or portion of this Lease shall be ruled invalid or unenforceable, said decision shall not invalidate nor render unenforceable the remainder of this Lease.

26. **STORAGE:** Lessor shall not be obligated to provide Lessee storage.

27. **INSURANCE:** Lessor is not an insurer of Lessee's property. Lessee shall carry sufficient insurance to insure all of Lessee's property located on Lessor's premises.

28. **SUBORDINATION:** Lessee will not do any act which shall encumber Lessor's title to the premises, and if Lessee causes a lien to be placed on the title, or premises, Lessor may discharge the lien and Lessee will reimburse Lessor the amount Lessor expended. This lease shall not be recorded by Lessee and is, and shall be, subordinate to any present or future mortgages now, or hereafter, placed on the premises.

29. **RULES AND REGULATIONS:** Lessee shall observe and abide by the Rules and Regulations set forth in this Lease, and agrees to be bound by and comply with any further reasonable rules and regulations as may be established by the Lessor.

**RULES AND REGULATIONS**

- No dogs, cats, or other animals shall be kept or allowed in the premises except with the Lessor's prior consent, and subject to the conditions set forth in any such consent. No animals are permitted without a leash in any public areas of the premises.
- No additional locks or other similar devices shall be attached to any door without Lessor's written consent.
- Lessee shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the premises any inflammable fluids or materials which may be hazardous to life or property.
- Hallways, stairways and elevators shall not be obstructed or used for any purpose other than ingress and egress from the Building, nor shall children be permitted to play in the common areas, nor shall Lessee place or store any items in the hallways or common areas of the Building.
- No musical instrument shall be played and no radio or television set shall be operated at any time in such manner as to disturb or annoy other occupants of the building, nor shall other noises be made which will disturb or annoy any occupants of the building. Operation of electrical devices which interfere with radio or television reception is not permitted.
- All moving and delivery shall be through the rear entrance, stairway or service elevator at hours designated by Lessor.
- Lessee shall not install or maintain a washer, dryer or dishwasher on the premises without Lessor's prior written consent. Lessee shall not run water for an unreasonable length of time.

- Lessee shall not cook in the kitchen and shall not barbecue on porches or balconies. Lessee shall not leave food cooking on the premises unattended.
- Washrooms shall not be used for any purpose other than that for which they are designed, and no rubbish, rags, or injurious items shall be placed in plumbing facilities or receptacles.
- Lessee shall not place nor permit any article or antenna outside of the windows, on the exterior walls, or on the roof of the Building, and shall not throw or drop any article from any window.
- Lessee shall not place, erect or install any signs or advertisements on the windows, nor on any part of the Building or premises.
- All garbage or refuse shall be securely wrapped and placed in the incinerator or garbage container.
- Water beds are not permitted in the premises without Lessor's written consent.
- Lessee shall not interfere in any manner with the heating or lighting or other fixtures in the building nor run extension cords or electrical appliances in violation of the Building Code.
- Lessee shall not solicit, canvass nor conduct any door-to-door activities on the premises.
- Lessor has the right to bar individuals from the premises. You must inform your guests of all lease provisions regarding use of the premises and all rules and regulations. If these provisions are violated by your guests, they may be barred and / or arrested for criminal trespassing, after they have received a barred notice and then have been placed on a barred list by Lessor. If you violate the lease or any of the rules and regulations, it is grounds for termination of your tenancy.

**ASSIGNMENT BY LESSOR**

In consideration of One Dollar to the undersigned in hand paid, and of other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor hereby transfers, assigns and sets over to \_\_\_\_\_

\_\_\_\_\_ all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ , 20\_\_\_\_\_.

Dated \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

**GUARANTEE**

In consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

Dated \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)