

# APARTMENT LEASE

LEASE SUMMARY			
THIS LEASE SUMMARY IS PART OF THE LEASE			
Monthly Payment	DEPOSITS	Term of Lease	Date of Preparation
Rent \$	Security \$	Begins	
Parking \$ 0	Other Not Applicable	12:01a.m.	
Other \$ 0	Specify \$ 0		
Specify	Other \$ 0	Ends	
Total \$	Specify Not Applicable	Midnight	
	Total \$		
<b>RESIDENT INFORMATION</b>			
NAME:			
ADDRESS/UNIT:		Phone:	
OCCUPANTS:			
ATTACHMENTS (if none, write "None"): <b><u>SECTION 42 LEASE ADDENDUM, HACC LEASE ADDENDUM (IF APPLICABLE), HOUSE RULES AND REGULATIONS, NOTICE OF NO AGENCY RELATIONSHIP, CRIME FREE LEASE ADDENDUM</u></b>			
<b>OWNER INFORMATION</b>			

## TERMS AND CONDITIONS

### 1) Lease

Owner hereby leases to Resident the parking space, if any, and the Unit in the Building identified in the Lease Summary for the term as set forth therein in accordance with the provisions and conditions set forth herein.

### 2) Rent

Resident shall pay Owner at Owner's address as identified above, or at such place as may be designated by the Owner, in advance by the FIRST DAY OF EACH MONTH the total monthly payment as set forth above, additional payments and rental surcharges as provided for in this Lease.

**3) Utility Service**

Owner agrees to provide the following utilities and services at no additional cost to Resident:

**Water, Sewer, and Garbage Service**

Resident shall furnish the following utilities and services at Resident's own expense:

**Electric, Telephone, Cable and Gas**

**4) Security Deposit**

Resident has deposited with Owner a security deposit in the amount shown in the Lease Summary to secure performance of every agreement and covenant of Resident's violation of this Lease. Owner may apply the deposit toward reimbursement for any costs incurred by Owner due to Resident's violation of this Lease, including nonpayment of rent. In the event the deposit is applied for such reimbursement, Resident shall provide Owner with such additional amount as is required to replace the amount applied within ten (10) days after notice by Owner. However, Resident's liability for breaches of this Lease is not limited to the amount of Resident's security deposit

A landlord shall hold all security deposits received by him in a federally insured interest-bearing account in a bank, savings and loan association or other financial institution located in the State of Illinois. A security deposit and interest due thereon shall continue to be the property of the tenant making such deposit, shall not be commingled with the assets of the landlord, and shall not be subject to the claims of any creditor of the landlord or of the landlord's successors in interest, including a foreclosing mortgagee or trustee in bankruptcy.

Resident is obligated to pay rent for the term of the Lease and the security deposit is not to be used as the final month's rent. Resident's failure to pay rent, even if a security deposit will satisfy the rent payment, will be deemed non-payment of rent and a violation of the lease.

Owner shall inspect the Unit after Resident has permanently vacated the Unit. The Owner shall permit the Resident to be present during the inspection if the Resident so requests, in writing, prior to the time Resident permanently vacates the Unit. Owner shall mail or transmit to Resident a written, itemized statement of needed repairs, including the costs and repairs already made by Owner, except for those arising from ordinary wear and tear for which Resident is not responsible. Within 45 days after Resident vacates the Unit, Owner shall return to Resident his/her security deposit with interest as may be required by law, less any deductions Owner is entitled to make. However, deductions for repairs shall be made only for those needed repairs mentioned in this paragraph for which there is a receipt or other written evidence of the costs. Photocopies of the receipts or other written evidence of the costs shall be sent to Resident as provided by law.

It is the responsibility of Resident to immediately advise Owner, in writing, of Resident's new mailing address. In the event more than one Resident executes the Lease, the Owner may forward the amount of the refunded security deposit to any Resident on the Lease. It shall be the responsibility of the Residents to apportion the refunded security deposit.

**5) Fixtures**

All cabinet, window fixtures, plumbing fixtures, electrical fixtures and appliances in the Unit on the date the Lease is executed by Owner are part of the Unit and leased at no extra charge to Resident along with the Unit.

**6) Storage**

Resident at Resident's sole risk may use reasonable space, if available, as determined by Owner without charge, in the storerooms (if available) provided by Owner as an accommodation to Resident for storage. However, if storage containers are used, Resident shall cause them to be closed, secured and appropriately identified by tagging or other means to facilitate their ready handling by others before any such containers are placed in storerooms. Resident recognizes that Owner may require, in accordance with its rules and regulations, storage containers or sufficient identification for handling all articles in storerooms. If any representative of Owner shall, in an emergency situation or at the request of Resident or members of Resident's household, move, handle or store any of Resident's articles in said storerooms or remove any of same, then and in such case, such representative shall be deemed the agent of Resident. Consequently, the Owner shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith unless caused by the negligence or willful misconduct of the Owner or such representative of the Owner. Resident shall not store flammable materials, liquids, or any other items, which would create a danger to other people, the building or be in violation of the applicable municipal code.

**7) Lease Application**

The application for this Lease and all representations contained therein are made a part of this Lease and Resident warrants that the information given by Resident in the application is true. Any material misrepresentations made by Resident in the application shall constitute a material noncompliance with the terms of the Lease and shall be a basis for the Owner to terminate this Lease and repossess the Unit as provided by law, after Owner gives Resident 10 day's written notice of said material noncompliance.

**8) Family Certification and Rental Surcharges**

Resident agrees that income, family composition and other eligibility requirements shall be deemed substantial and material in determining the obligations of Resident's tenancy with respect to the amount of rent due under the Lease and Resident's right of initial occupancy.

Resident agrees that a re-certification of income, family composition and other eligibility requirements shall be made to Owner every year such that it can be verified and become effective on the first day of the month of this Lease. Resident agrees that the Owner may divulge the information received to the Illinois Housing Development Authority ("IHDA"), Chicago Housing Authority ("CHA") for CHA subsidized units, Owner and other regulatory bodies, as determined by the Regulatory Agreements.

Resident acknowledges that Owner, Chicago Housing Authority ("CHA") for CHA subsidized units, Illinois Housing Development Authority ("IHDA") and Equity Investor have the right to seek verification of all representations made by Resident during initial and annual re-certifications through 3rd party providers.

The foregoing notwithstanding, Owner and Resident agree that if at the time of recertification Resident's income exceeds the maximum provided under applicable rules and procedures, using HUD income guidelines, Resident may be given 30 days notice of non-lease renewal.

If resident fails to provide the required re-certification information and documentation to Owner, as per Owner's Notice of Re-certification, such failure shall constitute a material breach of the Lease, and the Owner may impose penalties, including terminating the Lease and/or increasing the monthly payment amount due from Resident as permitted by program guidelines. Upon completion of re-certification, Resident shall pay Owner the difference (retroactively) between his/her rent before re-certification and the adjusted rent following recertification. Owner agrees to meet with Resident, if Resident so requests, to discuss any changes resulting from the re-certification process.

**9) Rent Adjustment**

Owner shall give Resident a 30 day written notice before any increase in Resident's monthly payment becomes effective. The notice from Owner to Resident shall state the amount of the increase, the new monthly amount Resident is to pay, and the effective date of the increase. Resident may, by giving Owner a thirty-day (30) advance written notice, terminate the Lease prior to the effective date of the increase.

**10) Use of Apartment - Subletting**

Resident shall personally use and occupy the Unit solely as a private dwelling for herself/himself and those individuals whose names are set forth in the Lease Summary. The Resident shall not sublet or rent the Unit or any part thereof. Resident shall not permit the Unit or any part thereof to be used by any additional occupant (except for a child new to the family), and shall not transfer or assign this Lease. Failure to comply with these limitations within 10 days after written notice by Owner shall be a material noncompliance with the terms of this Lease and shall constitute grounds for Owner, at its option, to terminate the Lease and repossess the Unit as provided by law.

**11) Alterations, Additions, Fixtures**

Resident shall not make alterations, additions, or improvements, or install in the Unit or on any part of the Development Property major appliances or devices of any kind, or interior decorating including but not limited to wallpaper, contact paper or any materials, without, in each case, the prior written consent of Owner. All alterations and additions, except fixtures by Resident, shall remain as part of the Unit unless Owner elects that Resident restores the Unit to its original condition, in which case, Resident shall restore the Unit to its original condition, except ordinary wear and tear.

**12) Condition of Unit**

Resident acknowledges that except for work Owner has agreed in writing to perform, the Unit meets with Resident's approval and that Resident is satisfied with the present physical condition of the Unit. Resident agrees to take good care of the Unit, including fixtures, and keep it in a clean and sanitary condition complying with all laws, health and safety requirements. Resident agrees not to waste utilities and services furnished by Owner; not to use utilities, services or equipment for any improper or unauthorized purpose; and not to place signs or fences in or about the Unit or Development Property without the prior written consent of Owner. If such consent is obtained, Resident agrees, upon termination of the Lease, at the option of Owner, to remove such signs or fences without damage to the Unit or Development Property.

**13) Damage to Unit or Development Property**

Resident shall not cause any waste or damage to the Unit, Building, or other property of the Development. In the event Resident, a family member of Resident or any other persons under the control of Resident, or person permitted to be on the Development Property by Resident causes any damage, Owner may apply Resident's security deposit towards Owner's cost to repair the damage. Upon written notice from Owner, Resident shall immediately remit to Owner an amount equal to the repair expense. The notice from Owner shall be in writing and shall itemize the needed repairs and repairs made and the costs. Owner shall then credit the amount received towards Resident's security deposit up to the amount previously deducted from Resident's security deposit with the excess being retained by Owner. The failure of Resident to pay Owner within 10 days after notice from Owner shall be a material noncompliance with the terms of the Lease and shall constitute a basis for the termination of this Lease.

**14) Prohibited Illegal Activities**

Resident shall not engage in any illegal conduct including, but not limited to, drug related criminal activities, unlawful possession or use of a weapon, and threats or acts of violence, while on or near the Development Property. Furthermore, Resident shall not suffer or permit any member of Resident's family, any person occupying Resident's Unit, any guest of Resident or any other person associated with Resident from engaging in illegal conduct on or near the Development Property. Nor shall Resident suffer or permit the Unit to be used for, or to facilitate criminal activity, nor permit, suffer or allow the Unit to contain illegal drugs, weapons, or stolen property. Resident shall be responsible for the conduct of all persons residing with or visiting Resident. The failure of Resident to comply with the terms of this paragraph is a material noncompliance with the terms of this Lease and shall constitute a basis to terminate this Lease. Proof of a violation of Lease under this paragraph shall not require a criminal conviction but shall be established by a preponderance of the evidence.

#### **15) Additional Resident Obligations**

Resident shall:

- (a) Maintain the Unit in the same condition as when initially occupied with the exception of ordinary wear and tear, and maintain the Unit in a decent, safe, and sanitary condition.
- (b) Provide access to Owner for required Comprehensive Decent, Safe and Sanitary Inspections and for reasonable maintenance and extermination.
- (c) Refrain from acts or practices which disturb neighbors including but not limited to, playing loud music and having loud parties; or cause any waste or damage to the Unit or Development Property.
- (d) Notify the Owner of any condition in the Unit or Building, which Resident believes to be dangerous to the health or safety of Resident or other Residents.
- (e) Not use or store in the Unit, Building or on the Development Property any flammable or explosive substances.
- (f) Place garbage and refuse inside containers provided by Owner and not litter the Development Property.
- (g) Properly use and operate all appliances, electrical, gas, and plumbing fixtures.
- (h) Maintain utility services at all times.
- (i) Not place in the Unit or on the Development Property any furniture, plants, animals, or any other things, which harbor insects, rodents, or other pests.
- (j) Not bring into the Unit or onto the Development Property materials, which cause a fire hazard or safety hazard and do not comply with the requirements of Owner's fire insurance carrier. Resident shall not undertake, or permit his/her family or guests to undertake any hazardous acts or anything that will increase the Owner's insurance premiums on the Development Property.
- (k) Use all facilities of the Development for their intended purposes including, but not limited to, using parking facilities only for parking of vehicles and not their repair or maintenance.
- (l) Provide for the proper supervision of Resident's children and guests.
- (m) Notify Owner of any mechanical systems, appliances, fixtures, doors, windows, or security devices, which are broken, or not in good working order. And to report all water infiltration or leaks timely to void damage to the unit or mold.

#### **16) Additional Owner Obligations**

Owner shall be responsible for the following duties in addition to those set forth elsewhere, without additional cost to Resident:

- (a) Maintaining an exterminating service for the Unit and the Unit's Building, which shall include the control of vermin and the elimination of rodents from Units and common areas.

- (b) Installing and maintaining functioning locks on all doors leading from the Unit to the outside or to common areas in the Building and leading from common areas to the outside.
- (c) Maintain the Unit and Development Property in a decent, safe and sanitary condition in accordance with the standards established by IHDA, the CHA, and the applicable local codes. Conduct Decent, Safe and Sanitary Inspections, annually, or more often, if required.
- (d) Installing and maintaining adequate illumination in the common areas of the Development Property.
- (e) Arrange for collection and removal of trash and garbage.
- (f) Maintain all equipment and appliances in good working order.
- (g) Make necessary repairs with reasonable promptness.

**17) Resident's Possessions**

Owner is not an insurer of Resident's person or possessions. Resident agrees that all of the Resident's property in the Unit or elsewhere on the Development Property shall be at the risk of Resident, and that Resident may carry such insurance, as Resident deems necessary therefore. Resident further agrees that except for instances of negligence or intentional acts or omissions of Owner, its agents and employees, the Owner or its agents and employees shall not be liable for any damage to the person or property of Resident or any other person occupying or visiting the Unit or Development.

**18) Keys and Locks**

The Resident agrees not to install additional or different locks or gates on any doors or windows of the Unit without the written permission of the Owner. If the Owner approves the Resident's request to install such locks the Resident agrees to provide the Owner with a key for each lock. When the Lease ends, the Resident agrees to return all keys and keycards to the Unit to the Owner. The Owner may charge the Resident \$125.00 for each key/keycard not returned. There is a lockout charge of \$75.00 during hours when the management office is closed.

**19) Rules and Regulations**

The rules and regulations given by Owner to Resident on or before the date of preparation of this Lease as stated in the Lease Summary shall be a part of this Lease. Resident covenants and agrees to keep and observe the rules and regulations and such future rules and regulations as may reasonably be required by Owner for the necessary, proper, and orderly care of the Unit, Building, and Development Property. Owner shall publish and send to each Resident, at least 30 days before said rules and regulations are effective, a copy of such future rules and regulations. Owner shall enforce all rules and regulations given to Resident in the Building.

**20) Access by Owner**

Owner shall retain duplicate keys/keycards to the Unit and Owner or its agents shall have access to the Unit in an emergency. In the absence of an emergency, Owner will enter Resident's Unit for inspection or to make necessary repairs or alterations either in the Unit or in the Building after giving Resident 48 hour notice, and only between the hours of 8:00 a.m. to 8:00 p.m. In the event that resident has not renewed the Lease or has given Owner notice of his/her intent not to renew the Lease, Owner shall have the right, during the last 60 days of the term of the Lease, to show the Unit to prospective residents during the hours of 8:00 a.m. to 8:00 pm.

**21) Subordination**

This Lease is subject to all present or future mortgages or deeds of trust affecting the Unit, and Resident hereby appoints Owner as Attorney-in-Fact to execute and deliver any and all necessary documents to subordinate this Lease to any present or future mortgages or deeds of trust affecting the Unit.

## **22) Condemnation**

In the event that the Unit or the Building or any part hereof is taken by condemnation by the United States, the State of Illinois or any other government agency or authority, this Lease shall be terminated at the option of Owner 30 days after written notice to Resident, and Resident hereby specifically waives any right to any portion of the award received as damages, except such portion, if any, as relates to relocation of Resident.

## **23) Fire and Casualty**

If the Unit becomes untenable by reason of fire, explosion or other casualty, Resident or Owner may at his/her option terminate this Lease 24-hours after written notice to the other party, and rent paid with respect to the period after such termination shall be returned to Resident. However, this paragraph shall not relieve Resident of his/her obligation to pay rent under this Lease if an act or omission for which Resident is responsible caused the Unit to become untenable. In the event the Lease is not terminated, rent shall not accrue until the Unit is repaired so that Resident can occupy the Unit.

## **24) Surrender of Unit**

Upon termination of this Lease, Resident shall return the keys/keycards and quit and surrender the Unit in as good order and condition as it was at the beginning of the term, reasonable wear and tear excepted. Resident shall surrender all appliances in clean condition and good working order, except reasonable wear and tear. If the Unit is not so surrendered, Resident shall make good to Owner all damages which Owner suffers by reason thereof, and shall indemnify Owner against all claims made by any succeeding resident against Owner founded upon delay by Owner in delivering possession of the Unit to such succeeding resident, so far as such delay is occasioned by failure of Resident to surrender the Unit and appliances in timely manner or proper condition.

## **25) Holdover Residents**

If Resident fails to surrender possession of the Unit upon termination of this lease, Resident shall be deemed a "holdover", and for each day Resident continues to occupy the Unit after termination, Resident shall pay as damages a sum equal to twice the Total Monthly Payment to Owner divided by 30. The acceptance of the damages pursuant to this paragraph shall not constitute rent nor shall it be a waiver by Owner of any damages under this lease or of any right of re-entry.

## **26) Abandonment**

Abandonment of the dwelling unit shall be deemed to have occurred when:

- (1) Actual notice has been provided to the landlord by the tenant indicating the tenant's intention not to return to the dwelling unit; or
- (2) All persons entitled under a rental agreement to occupy the dwelling unit have been absent from the unit for a period of 21 days or for one rental period when the rental agreement is for less than a month, and such persons have removed their personal property from the premises, and rent for that period is unpaid; or
- (3) All persons entitled under a rental agreement to occupy the dwelling unit have been absent from the unit for a period of 32 days, and rent for that period is unpaid.

Notwithstanding the above, abandonment of the dwelling unit shall not be deemed to have occurred if any person entitled to occupancy has provided the landlord a written notice indicating that he still intends to occupy the unit and makes full payment of all amounts due to the landlord.

If the tenant abandons the dwelling unit, the landlord shall make a good faith effort to re-rent it at a fair rental, which shall be the rent charged for comparable dwelling units in the premises or in the same neighborhood. If the landlord succeeds in re-renting the dwelling unit at a fair rental, the tenant shall be liable for the amount by which the rent due from the date of abandonment to the termination of the initial rental agreement exceeds the fair rental subsequently received by the landlord from the date of abandonment

to the termination of the initial rental agreement. If the landlord makes a good faith effort to re-rent the dwelling unit at a fair rental and is unsuccessful, the tenant shall be liable for the rent due for the period of the rental agreement. The tenant shall also be liable for the reasonable advertising expenses and reasonable redecoration costs incurred by the landlord pursuant to this subsection.

**27) Action of Owner upon Default - Right of Re-entry**

Except as may be specifically provided herein, should Resident at any time during his/her occupancy of the Unit fail to pay the monthly rent when due, or should Resident violate any of the other terms, provisions or conditions of this Lease, or any rules or regulations now or hereafter adopted by Owner for the Unit, Building, or Development Property, Owner shall have the right and option, after providing notice to Resident as provided by law, to terminate the tenancy and re-enter and take possession of the Unit as provided by law.

**28) Remedies of Owner upon Termination**

In the event this Lease shall be terminated by Owner pursuant to any provision of this Lease other than lapse of time, provided proper notice is given, or as a result of condemnation:

- (a) Resident shall pay Owner any rent then due, together with all expenses incurred in the removal of the property and effects of Resident or other occupants from the Unit.
- (b) Owner may re-let the Unit for such rent and upon such terms, as Owner may deem reasonable. Resident shall remain liable for any deficiency in rent and Resident shall be liable for all reasonable expenses incurred by Owner in re-letting the Unit.
- (c) Owner shall in no event be liable to Resident for failure to re-let the Unit or, in the event that the Unit is re-let, for failure to collect the rent due under such re-letting. Any such failure to collect the rent due under such re-letting shall not release or affect Resident's liability. Owner agrees to make all reasonable efforts to re-let the Unit and collect rent due under such re-letting.
- (d) Owner's right and remedies under this Lease are cumulative. The use of one or more thereof shall not exclude or waive any other right or remedy under this Lease, at law or in equity.

**29) Opportunity to Cure**

Anything to the contrary herein notwithstanding, if Owner terminates this Lease, Resident shall not be liable for rent for the period after Resident has vacated the premises unless Resident has been given a written notice permitting Resident to cure the default within 10 days (except 5 days for non-payment of rent) after notice is sent to Resident. The notice shall specify the facts concerning the default or breach and shall advise the Resident to respond to Owner if Resident disputes the facts contained in the notice. This paragraph shall not apply if Owner is unable to give written notice to Resident as a result of Resident's vacating the Unit.

**30) No General Waiver; No Election of Remedies**

No waiver of any breach of the covenants, provisions, or conditions contained in this Lease shall be construed as a waiver of the covenants itself or of any subsequent breach thereof; and if any breach shall occur and afterwards be compromised, settled, or adjusted, this Lease shall continue in full force and effect as if no breach had occurred.

**31) Lease Binding on Heirs, Successors**

To the extent permitted by law, this Lease shall be binding upon, and inure to Owner's and Resident's respective successors, heirs, executors, administrators and, to the extent provided herein, assigns, and the other occupants listed in the Lease Summary.



### **32) Plurals**

The words "Owner", "Agent" and "Resident" herein shall be construed to mean "Owners", "Agents" and "Residents" in case more than one person constitutes either party to this Lease.

### **33) Notices**

All general notices, shall be either delivered in person to a person over the age of twelve years old or mailed through the United States Postal Service postage prepaid. Notices to Owner shall be signed by Resident and addressed to Owner at the address for Owner shown in the Lease Summary. Notices to Resident shall be signed by Owner and addressed to Resident at the Unit or a more current address. Notices mailed are deemed received 2 days after deposit in a United States Postal Service mailbox. Each notice shall fully set forth the effect(s) of such notice under this Lease, the event(s) that gave rise to the issuance of such notice and the provision(s) of this Lease to which notice relates.

### **34) Partial Invalidity**

The invalidity of any clause, part or provision of the Lease shall not affect the validity of the remaining portions thereof.

### **35) Compliance with Federal, State and Local Law**

This Lease shall be governed by the laws of the State of Illinois and shall be construed in conformity and compliance with all laws, ordinances, rules, regulations, and codes of the federal government, State of Illinois, and the municipality having jurisdiction over the Development.

### **36) Discrimination**

Owner shall not discriminate against Resident in the provision of services, or in any other manner, on the grounds of race, color, creed, religion, sex, national origin, handicap, marital or familial status, or because the Resident is receiving government assistance.

### **37) Pets**

Resident is allowed to keep a "fur-bearing" pet or other small caged pets in their Unit, in accordance with the building pet policy. All residents must sign the pet policy prior to bringing a pet into the building. Owners are responsible for registering their pet with management, ensuring appropriate licensure, up-to-date inoculations, and, if age appropriate, alteration (spay/neuter). Owners are responsible for cleaning up after their pets and keeping pets leashed and out of main entrances and common areas.

Each dog and cat owner must provide a pet security deposit in the amount of \$300 in addition to the standard rental security deposit for your apartment. This deposit shall be maintained in a separate account as provided for by state law and HUD regulations for the maintenance of security deposits. The amount of the pet deposit is established to reflect the potential cost of replacing carpeting and other furnishings as a result of pet odors, stains and damage.

The pet deposit does not limit the residents' liability for property damages, cleaning, deodorization, and a de-flea treatment, if needed, replacements and/or personal injuries. This deposit may be paid with an initial \$50 payment at the time of pet occupancy and monthly payments of \$10 per month until the \$300 deposit amount has been reached.

Upon termination or residence by the pet owner, or removal of all dogs or cats from the owner's apartment, all or part of the pet deposit will be refunded dependent upon needed repairs and maintenance.

The pet policy size, weight, and pet deposit does not apply to service or companion animals, provided third party verification of disability and need is received. All other aspects of the policy applies.

**38) Attorney Fees**

Except in cases of forcible entry and detainer actions, the prevailing plaintiff in any action arising out of a landlord's or tenant's application of the rights or remedies made available in this ordinance shall be entitled to all court costs and reasonable attorney's fees; provided, however, that nothing herein shall be deemed or interpreted as precluding the awarding of attorney's fees in forcible entry and detainer actions in accordance with applicable law or as expressly provided in this ordinance.

**39) Termination of Tenancy**

- (a) The Lease terminates at the end of the lease term.
- (b) Any terminations of this Lease by the Owner must be carried out in accordance with Federal, State and local laws and the terms of this Lease. The Owner may terminate this Lease only for:
  - i. The Resident's substantial breach of or material noncompliance with the terms of this Lease;
  - ii. The Resident's material failure to carry out obligations under any State or Local Landlord-Tenant Act; or
  - iii. Other good cause, which includes but is not limited to the Resident's refusal to accept the Owner's proposed changes to this Lease. Termination for "other good causes" may only be effective as of the end of any initial or successive term. "Other good cause" shall include but not be limited to Resident's breach of the terms of this Lease if such breach is not a substantial breach or a material non-compliance with the terms of this Lease; or is not a material failure to carry out obligations under any State or local Landlord-Tenant Act.
- (c) If the Owner proposes to terminate this Lease, the Owner agrees to give the Resident at least thirty days (30) prior written notice of the proposed termination. Notices of proposed termination must be given in accordance with any timeframes set forth in any applicable Federal, State and local laws.
- (d) A substantial breach of or material noncompliance with this Lease includes, but is not limited to, nonpayment of rent beyond any grace period available under State law; failure to reimburse the Owner within 30 days for repairs made under paragraph 13 of this Lease; repeated late payment of rent; permitting unauthorized persons to live in the Unit; serious or repeated violations of the Lease that disrupt the liability of the Building, adversely affecting the health or safety of any person or having an adverse financial impact upon the Building or Owner; interfere with the management of the Building or interfere with the rights and quiet enjoyment of other residents; knowingly giving the Owner false information regarding income or other factors considered in determining the Resident's rent; failure of the Resident household, including failure to meet the disclosure and verification requirements for social security numbers and failure to sign and submit wage and consent forms.

**40) Change in Rental Agreement**

The Owner may, with the prior approval of IHDA and other regulatory agencies (as needed), change the terms and conditions of this Lease. Any changes will become effective only at the end of the initial term or a successive term. The Owner must notify the Resident of any change and must offer the Resident a new Lease or an amendment to the existing Lease. The Resident must receive the notice at least 60 days before the proposed effective date of the change. The resident may reject the changed terms and conditions by giving the Owner written notice that he/she intends to terminate the tenancy. The Resident must give such notice at least 30 days before the proposed change will go into effect. If the Resident does not accept the changes or amendment to the Lease, the Owner may require the Resident to move from the Unit as provided in the existing Lease.

**41) Penalties for Submitting False Information**

If the Resident deliberately submits false information regarding income, family composition or other data on which the Resident's eligibility or rent is determined, the Owner may terminate the lease "for cause".

**42) Contents of this Lease**

This Lease and its Attachments make-up the entire agreement between the Resident and the Owner regarding the regulations associated with the leasing and occupancy of the Unit.

**43) Charges for Late Payments and Returned Checks**

If the Resident does not pay the full amount of the rent by the end of the 5<sup>th</sup> day of the month, the tenant shall pay a charge, fee or penalty in excess of \$10.00 per month for the first \$500.00 in monthly rent plus five percent per month for any amount in excess of \$500.00 in monthly rent for the late payment of rent. Further, the Owner may collect a \$25.00 fee or the NSF charge made by Owner's bank; whichever is greater, as additional rent for any dishonored payment.

**44) Owner/Resident Compliance**

Owner and Resident agree to fully cooperate and comply with any applicable rules, regulations, or directives issued by IHDA, the CHA, and other regulatory agencies, as pertains to this development.

**45) Owner's Authorized Agent**

A duly appointed management company or property manager may act on behalf of Owner in enforcing the terms of this Lease.

**46) Smoking**

Smoking is not allowed in the common areas of the building, the apartments, nor within 15 feet of the main entrance to the building.

"Smoking" shall include the inhaling, exhaling, or carrying of any lighted cigarette, e-cigarette, cigar, pipe, other tobacco product, marijuana including medical marijuana, herbal smoking products "Legal Weed" or products known as "bath salts" or other legal or illegal substance.

**47) Visitors**

(Property name) has a Visitor Policy and residents who violate that policy are subject to lease violations and subsequent termination of lease. Residents must register all overnight guests or stays more than 4 nights, as per the Visitor Policy. Overnight visitors are permitted for a maximum of 20 days per calendar year, except for special circumstances. Management must be informed prior to an overnight stay of longer than 4 consecutive days.

Guests must park in the spaces designated for them. Guest vehicles that are parked in Residents' parking spots will be towed, and the vehicle owner will be liable for the payment of the towing charges.

**48) Definitions**

**UNIT:** Shall mean the Unit to be occupied by Resident pursuant to this Lease.

**BUILDING:** Shall mean the Building, which contains the Unit to be occupied by Resident pursuant to this Lease.

**DEVELOPMENT PROPERTY:** Shall mean the real and personal property owned by Owner, including the Unit and Building Resident resides in, which are a part of this particular Development.

**DEVELOPMENT:** Shall include the real and personal property of Owner and all aspects of the maintenance, management and operation of said property, which pertain to the Unit to be occupied by Resident and adjoining property, which comprises the entire housing project owned by the Owner.

**RESIDENT:** Shall mean the person or persons lawfully entitled to occupy the Unit under the terms of this Lease.

**OWNER:** Shall mean the owner of the real and personal property of the Development including the beneficiaries of any land trust holding legal title to the Development.

\_\_\_\_\_  
Resident \_\_\_\_\_  
Date

\_\_\_\_\_  
Resident \_\_\_\_\_  
Date

\_\_\_\_\_  
Agent for Owner \_\_\_\_\_  
Date

**LEASE GUARANTEE**

The undersigned, as guarantor, in consideration of Owner entering into the above Lease with Resident hereby guarantee all Monthly Payments to Owner and performance of all other obligations of Resident under this Lease and all contemporaneous and future attachments and amendments thereto the undersigned acknowledges receipt of a copy of this Lease. Any notice that Owner is required to give Resident under this Lease, including but not limited to notice of default, is deemed given to the undersigned upon Owner giving Resident notice in accordance with paragraph 34 of this Lease, and the undersigned waives any other notice from Owner, if there is more than one Guarantor, this liability shall be joint and several.

\_\_\_\_\_  
Guarantor \_\_\_\_\_  
Date