

**SHOPS AND LOFTS AT 47 PHASE I
DRAFT RESIDENTIAL LEASE AGREEMENT**

1. Parties to the Lease: This Lease is made on _____, 201_, by and between:

a) Owner and Management Agent Disclosure:

The Owner and the Lessor is: Lofts 47 Phase I Limited Partnership
c/o The Community Builders, Inc.
135 South LaSalle Street, Suite 3350
Chicago, IL 60603

The Management Agent authorized to receive notices, demands and service of process for the Lessor is: The Community Builders, Inc.
4710 South Cottage Grove Avenue
Chicago, IL 60615
Office Telephone:
After Hours Telephone:
Fax:

b) Tenant(s): _____
(Name)

(Name)

c) Unit: **4710 South Cottage Grove Avenue, Unit # _____**
Chicago, IL 60615

d) Property: Shops and Lofts at 47 Phase I
Chicago, Illinois

2. Agreement to Lease

The Tenant and the Lessor agree that the Tenant shall lease the Unit beginning on _____, 201_, based upon the terms and conditions described in this Lease and the Lease Addendum. The Lease Addendum is attached to this Lease. The terms and conditions of the Lease Addendum are made part of this Lease, as if fully set forth in the Lease.

If the Unit cannot be delivered to the Tenant on the beginning date of the Lease, the Lease shall remain in effect, and the Tenant's rent shall be abated on a daily, pro rata basis until the Unit is delivered, unless the Tenant: (a) chooses to maintain an action for possession of the Unit; or (b)

chooses to terminate the Lease by written notice to the Lessor. If the Tenant chooses to terminate the Lease for the reasons described in this paragraph, any payments for pre-paid rent and a security deposit made by the Tenant to the Lessor shall be immediately refunded to the Tenant, and the Lease shall terminate. If the Tenant chooses to terminate the Lease for the reasons described in this paragraph, the Tenant may also choose to retain the Tenant's position on the Lessor's waiting list.

3. Term of the Lease; Renewal

This Lease shall remain in effect for a period of one (1) year, beginning on _____, 201_, unless terminated as provided in the Lease and the Lease Addendum. The Lease shall renew at the end of the Term as provided in the Lease Addendum.

4. Rent and Late Charges

a) The Tenant shall pay the monthly rent for the Unit in the amount stated in the Lease Addendum. The Tenant's rent shall be payable on or before the first day of each month. Payment of the rent for the first month of the Lease, and the Security Deposit, shall be paid on or before the date the Tenant signs the Lease. The Lease shall not be in effect until the Tenant pays rent for the first month of the Lease, and the Security Deposit.

b) For each month in which the rent is received after the fifth day of the month, the Tenant shall pay \$10.00, plus 5% of the amount by which the rent exceeds \$500. Repeated late payment of rent may result in termination of the Lease as described in paragraph 13 of the Lease, whether or not the Tenant pays the charges for late payment of rent.

5. Condition of the Unit

a) The Lessor and the Tenant have inspected the Unit, and signed the Unit Inspection Report, which is attached to the Lease. The Lessor and the Tenant agree that the Unit Inspection Report accurately describes the current condition of the Unit and the appliances in the Unit and that the Tenant is satisfied with the general condition of the Unit and the appliances in the Unit. The Tenant acknowledges that there have been no representations or promises by the Lessor made to induce the Tenant to enter into the Lease, except those made in writing in the Lease, the Lease Addendum, or in the attachments to the Lease described in paragraph 15.

b) The Tenant acknowledges receipt of disclosure by the Lessor of: (i) any code violations affecting the Unit and common areas cited by the City of Chicago for the twelve month period before the beginning of the Lease; (ii) the pendency of any code enforcement litigation or compliance board proceedings affecting the Unit and common areas; and (iii) any notice of intent by the City of Chicago and

any other utility provider to terminate water, gas, electrical or other utility service to the Unit or common areas.

6. Security Deposit

a) The Tenant has paid a Security Deposit in the amount stated in the Lease Addendum, and has received a receipt for the Security Deposit from the Lessor. The Security Deposit receipt is attached to the Lease. The Security Deposit shall be held by Lessor to ensure that the Tenant meets the Tenant's obligations as stated in the Lease, including, without limitation, the obligation to pay rent and other charges, the obligation not to damage the Unit, and the obligation to vacate the Unit at the end of the term in the condition described in the Unit Inspection Report, reasonable wear and tear excepted. The Tenant shall not allocate the Security Deposit towards payment of rent.

b) The Lessor shall deposit the Security Deposit in a federally insured interest bearing account. The Security Deposit shall be disbursed in accordance with the Lease and the Lease Addendum. Within thirty (30) days of the end of each twelve month rental period, the Lessor will pay the Tenant the amount of interest determined by the Comptroller of the City of Chicago as cash or as a credit towards rent.

c) The Tenant shall give the Lessor notice of the Tenant's intent to move out and terminate the Lease, as described in paragraph 13 of the Lease, including a forwarding address. When the Lessor receives the Tenant's notice of intent to terminate the Lease, the Lessor shall arrange an appointment to inspect the Unit with the Tenant. At the inspection of the Unit, the Lessor will complete a Unit Inspection Report. The Unit Inspection Report will describe any damage to the Unit chargeable to the Tenant, normal wear and tear excepted. The Lessor and the Tenant shall sign the Unit Inspection Report. If the Tenant does not give the Lessor notice of intent to move out, or does not attend the inspection of the Unit, the Lessor shall complete the Unit Inspection Report without the Tenant.

d) No more than thirty (30) days after the Tenant vacates the Unit, the Lessor shall provide the Tenant with: (i) a signed copy of the final Unit Inspection Report; and (ii) a list of all the charges against the Security Deposit, including, without limitation, the estimated or actual cost to repair damage to the Unit chargeable to the Tenant, normal wear and tear excepted, and any unpaid rent and other costs chargeable against the Security Deposit. If the amount of the charges is larger than the amount of the Security Deposit, the Lessor shall bill the Tenant for the additional charges, and the Tenant agrees to pay any additional charges which are chargeable to the Tenant. If the charges against the Security Deposit are based on estimated costs of repair, the Lessor shall, within thirty (30) days of the date of the list of charges, send the Tenant copies of paid receipts, or a certification of the actual costs of repair if the repairs were completed by the Lessor's employees. No more than forty-five (45) days after the Tenant vacates the Unit, the Lessor shall return the Security Deposit and any interest due to the Tenant, less the

charges against the Security Deposit. The Security Deposit and any notices required by this section of the Lease shall be mailed to the forwarding address provided by the Tenant to the Lessor, or to the Tenant's last known address.

7. Inspections; Charges for Damage

a) The Tenant agrees that the Lessor shall have reasonable access to the Unit to: (i) show the Unit to prospective tenants sixty (60) days or less before the expiration of the Lease; (ii) to perform periodic inspections; (iii) to conduct routine repairs and maintenance; (iv) to supply necessary or agreed services to the Tenant; (v) to show the Unit to prospective or actual purchasers, mortgagees, investors, government agencies, workers or contractors; (vi) to exterminate pests; (vii) to determine the Tenant's compliance with the terms and conditions of the Lease; (viii) for practical necessity where repairs or maintenance elsewhere in the building unexpectedly require access; (ix) in case of emergency; (x) or for any other reasonable and lawful purpose. The Lessor shall give the Tenant written notice, notice by telephone, or other reasonable notice no less than forty-eight (48) hours before entering the Unit, except in the case of an emergency or where repairs or maintenance elsewhere in the building unexpectedly require access. If the Lessor enters the Unit without giving notice to the Tenant, the Lessor shall give the Tenant notice of the entry within two (2) days. The Lessor shall inspect the Unit no less than once each year.

b) The Lessor will provide an Inspection Report to the Tenant for each inspection. The Inspection Report will include a list of any items the Tenant must correct, a list of any damage to the Unit beyond normal wear and tear, and a list of all charges to repair damage to the Unit chargeable to the Tenant. The Tenant agrees to pay all charges for repair of damage within fourteen (14) days of receiving the Inspection Report. Failure to pay the charges may result in termination of the Lease, as provided in paragraph 13 of the Lease.

8. Utilities and Appliances.

a) The Tenant shall obtain and pay for the following utilities (check all that apply):

Heat Hot Water Electricity
 Gas Water Sewer Service

The utilities that shall be obtained and paid for by the Tenant shall be served by meter(s) in the Tenant's name, and shall serve only the Tenant's Unit. The Lessor estimates that the average monthly cost to the Tenant of the utilities that shall be obtained and paid for by the Tenant is \$ _____. The Tenant's failure to pay for and maintain the utilities for which the Tenant is responsible may result in termination of the Lease as described in paragraph 13 of the Lease. The Tenant waives the right to receive copies of utility bills for the Unit for the previous twelve months.

b) The Owner shall obtain and pay for the following utilities (check all that apply):

Heat Hot Water Electricity
 Gas Water Sewer Service

c) The Tenant is responsible for supplying the following appliances (check all that apply):

Stove Refrigerator Washer
 Dryer Other: _____

d) The Owner is responsible for supplying the following appliances (check all that apply):

Stove Refrigerator Washer
 Dryer Other: _____

9. Occupancy and Use of Unit; Guests

a) The Tenant shall have the exclusive right to use and occupy the Unit as a private dwelling only for the person(s) listed in the Lease Addendum. The Tenant shall use the Unit solely as the Tenant's primary and sole residence, and shall not use the Unit for any trade or business, or for any other purpose. Tenant will not permit boarders or lodgers to occupy the Unit (whether paying or not).

b) The Tenant agrees to notify the Lessor when the all Tenants listed in paragraph 1 of the Lease will be absent from the Unit for more than fifteen (15) consecutive days. In the event the Tenant will be absent from the Unit for more than 15 consecutive days, the Tenant will provide the Lessor with an address and telephone number to contact the Tenant during the Tenant's absence.

c) The Tenant must request approval in advance from the Lessor for any guest or visitor staying in the Unit more than seven (7) consecutive days. Guests or visitors are not permitted to stay in the Unit for more than thirty (30) days in any twelve month period without additional advanced approval from the Lessor. Violation of the provisions of this paragraph may result in the termination of the Lease as described in paragraph 13 of the Lease.

10. Essential Services; Hazards; Fire and Casualty Damage

a) The Tenant agrees to immediately notify the Lessor of any loss of essential services, including running water, hot water, electricity, gas or plumbing. The Tenant further agrees to immediately notify the Lessor of any fire or other damage in the Unit that creates a hazard to the health or safety of the Tenant or members of the Tenant's household. Except as otherwise provided in this paragraph 10, in the event of fire or other damage, the Lease will continue in force and effect, and the Lessor will repair the Unit within a reasonable time period.

b) In the event of a loss of essential services that are the Lessor's responsibility under the Lease, or material non-compliance with the Lessor's obligations under the Lease, or material non-compliance with the provisions of the Chicago Municipal Ordinance or other applicable laws, if Lessor does not correct the conditions within twenty-four (24) hours of notice from the Tenant, the Tenant may withhold rent in an amount that reasonably reflects the reduced value of the Unit; provided that, no rent shall be withheld if (i) the loss of essential services is due to the inability of a utility provider to provide service; (ii) the loss of essential services is due to the Tenant's failure to pay for utility charges that are the Tenant's obligation under the Lease; or (iii) the loss of essential services, hazard or damage was caused by the deliberate act, neglect or omission of the Tenant, any member of the Tenant's household, any guest or visitor of the Tenant, or any other person on the premises with the Tenant's consent.

c) If the Unit is damaged by fire or casualty to such an extent that the Unit does not comply with the Lessor's obligations under the Lease, or the provisions of the Chicago Municipal Ordinance and other applicable laws:

i) The Tenant may immediately move out of the Unit and terminate the Lease by giving written notice to the Lessor within fourteen (14) days. If the Tenant chooses to terminate the Lease, the Lessor will return the Security Deposit as described in paragraph 6 of the Lease. The Lessor shall also return all prepaid rent for any days after the date of the fire or other damage.

ii) The Tenant may choose to continue as a Tenant under the Lease, unless the Lessor terminates the Lease for any reason permitted in the Lease or the Lease Addendum. If the Tenant chooses to continue the Lease, and continued occupancy is safe and lawful, the Tenant may vacate any part of the Unit that is not usable, and the Tenant's rent shall be reduced based on the percentage of the Unit that cannot be used as a residence.

iii) If the Tenant chooses to continue as a Tenant under the Lease and the Lessor fails to carry out the work to restore the Unit within a reasonable time, the Tenant may terminate the Lease by written notice to the Lessor within fourteen (14) days after the Tenant becomes aware of the delay. If the Tenant terminates the Lease for this reason, the Lease shall be terminated as of the day of the fire or other damage, the Lessor will return the Security Deposit as described in

paragraph 6 of the Lease, and the Lessor shall also return all prepaid rent as of the day of the fire or other damage.

- d) The Lessor will offer a temporary residence for the Tenant, if available:
- i) In the event of any damage, fire or other conditions in the Unit that create a hazard to the health or safety of the Tenant or members of the Tenant's household, or if continued occupancy is not otherwise safe and lawful; and
 - ii) If the Tenant does not terminate the Lease; and
 - iii) Where necessary repairs cannot be made within a reasonable time.

The Tenant agrees that the Tenant may not withhold rent as provided in paragraph 10 of the Lease if the Tenant rejects the Lessor's offer of alternative accommodations and remains in the Unit. The Lessor shall not have the obligation to provide alternative accommodations if the damage was caused by the deliberate act, neglect or omission of the Tenant, any member of the Tenant's household, any guest or visitor of the Tenant, or any other person on the premises with the Tenant's consent.

e) The Tenant may not exercise any of the remedies provided by this paragraph 10 if the hazard or damage was caused by the deliberate act, neglect or omission of the Tenant, any member of the Tenant's household, any guest or visitor of the Tenant, or any other person on the premises with the Tenant's consent. If the hazard or damage was caused by the deliberate act, neglect or omission of the Tenant, any member of the Tenant's household, or any guest or visitor of the Tenant, or any other person on the premises with the Tenant's consent, the Tenant agrees to pay all costs for repair of the damage to the Unit, as described in paragraph 6 of the Lease.

f) Any hazard or damage caused by the deliberate act, neglect or omission of the Tenant, any member of the Tenant's household, any guest or visitor of the Tenant, or any other person on the premises with the Tenant's consent may result in termination of the Lease as described in paragraph 13 of the Lease.

11. Obligations of the Lessor

The Lessor shall be obligated to:

- a) Keep the Unit and the buildings, facilities, and common areas in a decent safe and sanitary condition.
- b) Comply with all the applicable laws concerning health and safety, including building codes, housing codes and applicable state and federal regulations.
- c) Supply running water to the Unit, and supply the utilities that are the responsibility of the Lessor as described in paragraph 8 of the Lease.

- d) Maintain in good and safe working order the facilities that are part of the Unit and the Property, including the electric, plumbing, sanitary, and heating and ventilation systems, and any appliances supplied by the Lessor as described in paragraph 8 of the Lease.
- e) Repair all conditions in the Unit and the buildings, facilities, and common areas of the Property needing repair.
- f) Provide and maintain appropriate facilities for the disposal of garbage, rubbish and other waste, and to provide a disposal service for the removal of garbage, rubbish and other waste. The Lessor will not supply waste containers for the exclusive use of the Tenant.
- g) Comply with all other responsibilities of the Lessor described in the Lease.
- h) The Lessor agrees that it will not discriminate against the Tenant or any member of the Tenant's household in providing services or in any other manner, on the grounds of race, color, creed, religion, gender, disability, national origin, source of income, or familial status, marital status or sexual orientation.

12. Obligations of the Tenant

The Tenant shall have the following obligations:

- i) The Tenant shall, and the Tenant shall assure that all members of Tenant's household, and any guest or visitor, or any other person under Tenant's control lives in a peaceful way, respecting the right of other tenants to comfort, safety, privacy, security, and peaceful enjoyment.
- ii) The Tenant shall maintain the Unit and the areas assigned to the Tenant for the Tenant's exclusive use in a clean condition.
- iii) The Tenant shall use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended.
- iv) The Tenant shall, and the Tenant shall assure that all members of Tenant's household, and any guest or visitor, or any other person under Tenant's control shall not litter, destroy, deface, damage or remove any part of the Unit, common areas or grounds.
- v) The Tenant shall report any change in the membership of the household and shall request and obtain written permission from the Lessor in advance of any increase in household size for reasons other than the birth, adoption or court ordered custody of a child.
- vi) The Tenant shall pay all charges due for repairs for property damage to the Unit and the Property (including buildings, facilities and common areas), caused by the intentional or negligent conduct of Tenant, any member of Tenant's

household, guests or visitors, and any other person under the Tenant's control, within ten (10) days after written notice from the Lessor.

vii) The Tenant shall report promptly to the Lessor all maintenance problems and damage to the Unit.

viii) The Tenant shall not permit occupancy by any person not listed in the Lease Addendum, except for guests and visitors permitted as described in paragraph 9 of the Lease.

ix) The Tenant shall not paint, decorate or make any additions or alterations to the Unit, or to the appliances, fixtures or equipment in the Unit without the prior written permission of the Lessor.

x) The Tenant shall not install window air conditioners, electric dryers, antennas, or other similar appliances or equipment without the prior written permission of the Lessor.

xi) The Tenant shall not install additional or different locks on doors or windows without the prior written permission of the Lessor. Where additional or different locks in doors or windows are installed, the Tenant shall provide the Lessor with a key to such locks.

xii) The Tenant shall live in the Unit as the Tenant's sole, primary place of residence and shall use the Unit for a private dwelling for the Tenant and the Tenant's household and for no other purpose without the prior written permission of the Lessor.

xiii) The Tenant shall allow the Lessor to enter the Unit at reasonable times as described in paragraph 7 of the Lease.

xiv) The Tenant shall not restrict access to utility meters by the Lessor and utility companies.

xv) Subject to the Pet Rules of the Property, the Tenant shall not keep or maintain pets without the written permission of the Lessor.

xvi) The Tenant shall remove rubbish, trash, garbage and other waste from the Unit in a sanitary and safe manner and deposit household rubbish, trash, garbage and other waste in disposal receptacles provided by the Lessor.

xvii) The Tenant shall not create or allow any disruptive, noisy or offensive use of the Unit.

xviii) The Tenant shall not commit any private or public disturbance or nuisance.

xix) The Tenant shall not obstruct free use or access to common areas.

xx) The Tenant shall not keep, use or display a firearm or a weapon; provided that, a member of the Tenant's household employed as a police or public safety officer may keep and use a firearm if the individual: (1) receives the advance written consent of the Lessor; (2) is licensed to carry a firearm under the laws of the State of Illinois; (3) provides verification from the employer that it is necessary for the individual to keep and use the firearm as part of their

employment; and provided further that the individual shall not keep or use the firearm on or near the premises except in the course of the individual's duties as a police or public safety officer.

xxi) The Tenant shall not engage in, and shall assure that all members of Tenant's household, and any guest or visitor, or any other person under Tenant's control does not engage in any criminal activity which threatens the health or safety of other Tenants or agents or employees of the Lessor, or persons residing in the immediate vicinity, or which threatens their right to peaceful enjoyment of the property.

However, criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of the tenant's household or any guest or other person under the tenant's control, shall not be a cause for termination of the tenancy or occupancy rights, if the tenant or immediate member of the tenant's family is a victim of that domestic violence, dating violence, or stalking.

TCB may remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful authorized occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to or otherwise penalizing the victim of such violence who is also a tenant or authorized lawful occupant.

TCB retains authority, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up. However, possession of the property or unit will not be provided to individuals who are not lawful and authorized residents under the applicable lease.

TCB continues to maintain the right and authority to evict a tenant, including a victim of domestic violence, for any violation of the lease not premised on the act or acts of domestic violence in question against the tenant or a member of the tenant's household, provided that the TCB does not subject such an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

TCB continues to maintain the authority to terminate the tenancy of any tenant if TCB can demonstrate an actual or imminent threat to others or those employed at or providing services to the property, if the tenant's tenancy is not terminated.

Any provisions of Federal, state or local laws that provide greater protection for victims of domestic violence, dating violence, or stalking can supersede the specific lease provisions related to protection for victims of domestic violence.

xxii) The Tenant shall not engage in, and shall assure that all members of Tenant's household, and any guest or visitor of the Tenant does not engage in any drug-related criminal activity on or off the property.

xxiii) The Tenant shall assure that any other person under Tenant's control does not engage in any violent or drug-related criminal activity on the property.

xxiv) The Tenant shall not engage in, and shall assure that all members of Tenant's household do not engage in violent criminal activity, or any activity resulting in a felony conviction.

xxv) The Tenant shall not engage in, and shall assure that all members of Tenant's household do not engage in the manufacture or production of methamphetamine at the property.

xxvi) The Tenant agrees that the Tenant and all members of Tenant's household age eighteen (18) or more shall cooperate in mandatory drug testing on no less than an annual basis.

xxvii) The Tenant shall not engage in, and shall assure that all members of Tenant's household, and any guest or visitor of the Tenant does not engage in any illegal use of drugs, or pattern of illegal use of drugs, or abuse of alcohol, or pattern of abuse of alcohol that interferes with the health, safety, or right of peaceful enjoyment of other tenants.

xxviii) The Tenant shall not provide any false or misleading information to the Lessor regarding family composition, the income of the Tenant or any household member, any factor affecting eligibility for and continued occupancy in the Unit, any criminal activity, drug related criminal activity, illegal use, or pattern of illegal use of a controlled substance, or abuse, or pattern of abuse of alcohol, by any member of Tenant's household, any guest or visitor, or any other person under Tenant's control.

xxix) The Tenant shall comply with all applicable provisions of building, housing, and health and safety codes.

xxx) The Tenant shall use the electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities in a safe and reasonable manner.

xxxi) The Tenant shall promptly pay when due all utility charges that are the Tenant's obligation under the Lease, and shall immediately inform the Lessor of the termination of any utility service to the Unit for any reason.

xxxii) The Tenant shall obey the Rules and Regulations of the Property, and the Pet Rules of the Property, which are attached to the Lease and are made a part of the Lease, as the same may be modified from time to time.

xxxiii) Subject to any applicable law, the Tenant shall be solely responsible for insuring the personal property of the Tenant and of all members of the Tenant's household in the Unit. The Tenant hereby acknowledges that all personal property in or about the Unit or any other part of the Property shall be at the sole risk of the Tenant, subject to the provisions of applicable law. The Tenant acknowledges that the Lessor does not provide insurance for the personal property of the Tenant and all members of the Tenant's household.

xxxiv) The Tenant shall deliver the keys of the Unit to the Lessor upon the expiration or termination of the Lease.

xxxv) When the Tenant vacates the Unit, the Tenant agrees to leave the Unit in a clean condition, agrees to remove the personal belongings of the Tenant and of all members of the Tenant's household from the Unit, and agrees to return the Unit to the Lessor in the same condition described in the Unit Inspection Report, except for normal wear and tear.

xxxvi) The Tenant shall not destroy, remove, disable or deactivate smoke detectors and fire alarm systems in the Unit or at the Property.

xxxvii) The Tenant shall otherwise comply with the Tenant's responsibilities as described in the Lease and in the Lease Addendum.

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13. Termination of the Lease

- a) The Tenant may terminate the Lease in the manner provided in the Lease Addendum, or paragraphs 2 and 10 of the Lease, and in the manner provided in the Chicago Municipal Ordinance and other applicable law.
- b) The Lessor may terminate the Lease:
 - i) At the end of the Term of the Lease described in paragraph 3 of the Lease, unless the Lease is renewed as provided in the Lease Addendum.
 - ii) The Lessor may terminate the Lease for non-payment of rent.
 - iii) The Lessor may terminate the Lease if the Tenant fails to agree to a change, modification or addition to the Lease or the Lease Addendum, or any other change, modification or addition to the terms and conditions of the Lease, as described in paragraph 16 of the Lease.
 - iv) The Lessor may terminate the Lease for serious or repeated violations of material terms of the Lease, Lease Addendum, Pet Policy, Property Rules and Regulations and/or for other good cause. Such serious or repeated violation of terms may include but shall not be limited to:
 - (1) The failure to pay rent or other payments when due.
 - (2) Repeated late payment of rent.
 - (3) Failure to pay utility bills when Tenant is responsible for paying utility bills directly to the supplier of utilities.
 - (4) Serious or repeated damage to the Unit, or acts or omissions that create physical hazards in the Unit, common areas, grounds, or parking areas of the Property.
 - (5) Possession, use or display of a firearm or a weapon in violation of the Lease.
 - (6) Any fire in the Unit or at the Property caused by the Tenant, household members or the actions or neglect of guests or visitors.
 - (7) Failure or refusal by the Tenant to perform any of the obligations of the Tenant described in paragraph 12 of the Lease.
 - (8) Failure or refusal by the Tenant or authorized household member to adhere to or comply with the provisions of any applicable Lease Addendum, Pet Policy, and Property Rules and Regulations.

Notwithstanding, an incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that

violence and will not be considered good cause for terminating the tenancy or occupancy rights of the victim of such violence.

- v) The Lessor may terminate the Lease if the Lessor discovers a misrepresentation of family income, assets, or composition, or a misrepresentation in any certification, consent to release of information, or in the documentation of family income, eligibility or composition, in the application for admission, or at the time of re-determination.
- vi) The Lessor shall terminate the Lease if the Lessor determines that the Tenant, or any member of the Tenant's household has ever been convicted of drug related criminal activity for the manufacture or production of methamphetamine on the premises of any federally assisted housing.
- vii) The Lessor may terminate the Lease in the event the Tenant or any household member engages in any violent criminal activity, or in the event of a felony conviction of the Tenant or any household member involving:
 - (a) Threats to or harassment of another person or actual or attempted injury, harm, or violence to another person.
 - (b) Offenses against property including, but not limited to, burglary, breaking and entering, arson or malicious destruction of property.
 - (c) Robbery, theft or the selling of stolen property.
 - (d) The use of the online or internet access provided by the Owner, the Management Agent or CHA at the Property for criminal activity.
 - (e) The unauthorized use of the internet services provided to renters at the Property or the physical communication lines used to provide internet services to other renters and/or units at the Property.
 - (f) Fraud against any government entity or agency or involving any government program.
- viii) The Lessor may terminate the Lease if the Tenant, any household member, or any guest or visitor of the Tenant engages in any drug-related criminal activity on or off the premises. The Lessor may terminate the Lease if any other person under Tenant's control engages in any drug-related criminal activity on or near the Property.
- ix) The Lessor may terminate the Lease if the Tenant, any household member, guest or visitor of the Tenant, or other person under Tenant's control engages in violent criminal activity or other criminal activity that threatens the health, safety, or peaceful enjoyment of the Property by other tenants, agents or employees of the Owner or the Lessor, or persons residing in the immediate vicinity of the Property.
- x) The Lessor may terminate the Lease if the Tenant is fleeing to avoid prosecution, or custody or confinement after conviction for a crime, or an attempt to commit a crime, that is a felony under the laws of the place from which the

individual flees, or for violation of a condition of probation or parole imposed under federal or state law.

xi) The Lessor may terminate the Lease if the Tenant or any household member engages in abuse of alcohol, or a pattern of abuse of alcohol, that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

xii) The Lessor may terminate the Lease if the Tenant or any household member over the age of eighteen (18) refuses to cooperate in mandatory drug testing requested by the Lessor, or if the results of a mandatory drug test indicate that the Tenant or any household member is engaged in the illegal use of drugs.

xiii) The Lessor may terminate the Lease if the Tenant or any household member engages in abuse of illegal drugs, or a pattern of abuse of illegal drugs that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

xiv) The Lessor may terminate the Lease if the Tenant or any household member is subject to the 10 year registration requirement under the State of Illinois' Sex Offender Statute, and/or subject to a lifetime registration requirement under a State sex offender registration program.

xv) Subject to the provisions of Section 10 of the Lease, and any applicable provisions of the Lease Addendum, the Lessor may terminate the Lease if any part of the Unit or the common area is condemned, taken by eminent domain, expropriated or otherwise regulated by any governmental agency in a manner that would prevent lawful occupancy of the Unit.

c) The Lessor shall provide notice to the Tenant of lease termination in the manner provided in the Lease Addendum.

d) In the event that the Lease is terminated as a result of the fault of the Tenant, then the Tenant agrees as follows:

i) The Tenant will pay to the Lessor the amount of rent and other charges due under the Lease for the remainder of the Term less any rent actually received by the Lessor for the remainder of the Term.

ii) The Tenant will pay to the Lessor the costs incurred by the Lessor as a result of the termination of the Lease, including costs incurred for the cleaning or repairing the Unit, collection agency fees, courts costs, constable fees, and moving and storage fees, and will pay the Lessor's attorney's fees if provided for by court rules, statutes or by ordinance.

14. Notices

Notices that are provided by the Lessor under the Lease and the Lease Addendum shall comply with any applicable local and state laws. Any notices that are provided by the Tenant or the Lessor under the Lease and the Lease Addendum will be properly delivered:

a) By the Tenant, if (i) mailed by first class mail, or registered or certified mail, to the Lessor at the Lessor's address described in paragraph 1 of the Lease; (ii) delivered by hand to the Lessor's property manager, but to no other person; or (iii) if mailed by first

class mail, or registered or certified mail to the Lessor at an address that the Lessor may designate in writing to the Tenant.

b) By the Lessor, if (i) mailed to the Tenant by first class mail, or registered or certified mail, to the Tenant at the Tenant's address described in paragraph 1 of the Lease; or (ii) delivered by hand to the Tenant's Unit.

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15. Attachments

The documents listed below are attached to the Lease and are made a part of the Lease:

- | | |
|---|--|
| _____ Lease Addendum | _____ Rules and Regulations of the Property |
| _____ Pet Policy and Pet Agreement | _____ Unit Inspection Report |
| _____ Security Deposit Receipt | _____ Summary of Chicago Landlord and Tenant Ordinance |
| _____ Notice of Conditions Affecting Habitability | _____ Other: _____ |

16. Miscellaneous Provisions

- a) The Lessor and the Tenant may change, modify or add to the Lease by written agreement. The Lessor may change, modify or add to the Lease by giving the Tenant thirty (30) days advanced written notice.
- b) The Rules and Regulations of the Property and the Pet Policy are incorporated into the Lease by reference and are made part of the Lease. The Lessor agrees to post the Rules and Regulations of the Property and the Pet Policy in a conspicuous location in the management office of the Property. The Tenant agrees that the Lessor may revise the Rules and Regulations of the Property and the Pet Policy from time to time during the Term of the Lease. The Lessor agrees to notify the Tenant no less than thirty (30) days before making any revisions to the Rules and Regulations of the Property and the Pet Policy. All such notices to the Tenant shall include a copy of the proposed revisions to the Rules and Regulations of the Property and the Pet Policy, shall explain the reasons for the revision, and shall inform the Tenant of the right to make written comments. The Lessor may provide such notices to the Tenant by delivering or mailing a copy of the notice to the Tenant, or by posting the notice in the management office for the property and in no less than three (3) conspicuous places in each building of the Property.
- c) The delay, failure or refusal of the Lessor to exercise any right under the Lease shall not constitute a waiver, in whole or part, of any right or remedy under the Lease, unless the Lessor agrees to such a waiver in writing.
- d) The Lease and the Tenant's right to occupy the Unit, is subordinate to any present or future mortgages on the Property and other agreements affecting the Property, all statutes, rules, regulations of applicable state and governmental agencies. The Tenant acknowledges that the Lessor may terminate the Lease, or require the Tenant to vacate the Unit, or both, if the Lessor is required to do so, or is permitted to do so under any statute, rule, or regulation of any local, state or federal governmental agency. If there is a conflict between the Lease and any statute, rule, or regulation of any state or federal

governmental agency, then the applicable statutes, rules, or regulations shall take precedence over the Lease.

e) If any provision of the Lease is found to be invalid by a court of competent jurisdiction, or any other competent authority, all other provisions of the Lease shall remain in full force and effect.

f) Subject to applicable law regulating the Tenant's right to cure a failure to pay rent, any rent accepted by the Lessor from the Tenant after any violation or breach of the Lease by the Tenant shall be retained for use and occupancy of the Unit only, and shall not constitute a waiver of any rights or remedies of the Lessor as provided in the Lease or applicable law, and shall not serve to extinguish any such rights or remedies in any legal action commenced by the Lessor against the Tenant at any time.

17. Signatures, Acknowledgement and Acceptance of the Lease

The undersigned hereby acknowledge, agree to and accept in full the terms and conditions of the Lease.

Tenant:

Lessor:

(Signature of Head of Household)

(Signature of Property Manager)

Dated: _____

Dated: _____

(Signature of Adult Household Member)

Dated: _____

(Signature of Adult Household Member)

Dated: _____