

LEASE

Parties

This lease made this date of _____, by and between Property Owner ("Landlord") and

("Tenants.")

Premises

Landlord leases to tenant and tenant leases from Landlord, the property with improvements hereon, described as the property situated at the address of _____ ("Premises"). Tenant acknowledges that the exact square footage of the Premises is not a material term or condition of this lease and that Tenant has examined the Premises prior to the execution hereof and Tenant finds the rentable and/or usable square footage of the Premises acceptable.

Term

This lease shall commence on the date of _____ at 12:00p.m. (10:00a.m. for Saturday move-ins), and end on the date of _____ at 12:00 p.m. unless sooner terminated according to the provisions hereof.

Rental

Tenant shall promptly pay as monthly rental hereunder the sum of \$ _____ payable to Landlord at in advance on or before the Fifth day of each calendar month during the period of this lease in accordance with the rent payment schedule below. If all rent due is not paid on or before the Fourth of the month, tenant agrees to pay a late charge of \$50.00 plus an additional late charge of \$20.00 per day thereafter until paid in full. Tenant agrees to pay a \$50.00 charge for each returned check, plus late payment charges. Total rent due for the lease term is \$ _____

Default on Rent Payment

The rent is due by the first (1st) of each month, not the fifth (5th). The 5-day grace period should NOT be construed as the due date. Any default of rent payment will proceed as follows: (a) After the 5th of each month, a late charge will be levied as stated above; (b) If full payment is not made by the 15th of the month, an automatic eviction notice will be posted, and the account will be sent to collections for evictions proceedings; (c) After 60 days AFTER move-out, if the account has not been paid in full, all accounts will be sent to collections.

Joint and Several Liability

Unless otherwise stated herein, all persons signing this lease as Tenant shall be held jointly and severally liable for all terms of this lease. This means any one tenant may be held responsible to Landlord for payment of rent or charges for damages owed by roommates.

Payment Schedule

Security Deposit is due upon signing of the Lease to hold the property.

Last Month Rent is due one (1) month prior to the Occupancy Date.

	Date	Amount (USD)
Deposit Due	_____	\$ _____

Payment Schedule:

Security Deposit

Receipt is hereby acknowledged of \$_____ as a security deposit for the faithful performance of all the terms and conditions of this lease. **A mandatory \$200.00 will be deducted from the said deposit and is non-refundable as a Carpet Cleaning fee at the end of the lease NOT AS A GENERAL CLEANING FEE.** Under no circumstances is said security deposit to be construed as rent. The security deposit will be held in the owner's account and not a separate management account. Landlord is authorized to place security deposit in an interest bearing account with interest accruing to Landlord. The security deposit will be returned to tenant only upon the occurrence of all the following conditions: (a) payment of all rent due; (b) the vacating of the premises in clean condition; (c) return of all artifacts to Landlord, including but not limited to, keys, parking passes, and garage door openers; (d) removal of abandoned articles; (e) upon furnishing a forwarding address to Landlord; (f) all utilities have been paid in full; and (g) Tenant is not otherwise in material breach of this Lease. The premises are expected to be returned in the same condition it was given upon occupancy. Deductions from the security deposit shall be made for any damages done to the premises including, but not limited to, insufficient light bulbs, painting, cleaning, scratches, burns, stains, holes in walls, as well as any other damages to the property, if any. After the above conditions have been complied with by tenant, security deposit will be sent to the forwarding address furnished by tenant, along with an itemized accounting of any charges or damages or other sums owed by tenant, no later than thirty (30) days after the termination of this lease EXCEPT for tenants that have agreed to wait for final utility bills. Tenant shall not withhold payment of the last month's rental or any portion thereof on grounds that the security deposit serves as security for any unpaid rent.

Utilities

Unless otherwise mentioned herein, all utilities used in or about premises shall be paid by tenant. Tenant is responsible for: **ELECTRIC, GAS, CABLE, PHONE, AND WATER/SEWER. LANDLORD PAYS FOR GARBAGE DUMPSTERS. ALL UTILITIES MUST BE REGISTERED IN THE TENANTS' NAMES BEFORE OCCUPANCY.**

Subletting and Subleasing

In cases where a tenant intends to sublet the remainder of their lease contract:

- (a) All new potential tenants under a sublease are subject to the same approval process as any other tenant, in accordance to HPI covenants and local laws. HPI has sole discretion to determine the eligibility of any potential tenant including through subletting or subleasing.
- (b) The remaining roommates of the Sublessor must reasonably approve of the Subtenant or provide sufficient cause for denial. They can also opt to take over the financial responsibilities of the Unit without the Subtenant.
- (c) Any tenant desiring to sublease must be in good standing with their lease covenants including being fully funded in current rent, fines, utilities, etc. **There is a \$100 subletting and processing fee that will be assessed to the tenant desiring to sublet.**
- (d) HPI does not and will not act as intermediary for financial transactions between the Sublessor and the Subtenant. This includes, but is not limited to, the distribution of any deposit, last month rent, rent apportionment, utilities, etc. These distributions are strictly between the Sublessor and the Subtenant and should be settled at the time of Subletting.
- (e) Any damages, missing keys, storage items, or any other arrangements between Sublessor and Subtenant must be settled at the time of Subletting. HPI will not be an intermediary in these agreements.

ESA Policy

As of the 2021-2022 Academic year, domestic pets are no longer accepted at any HPI Properties. Emotional Support Animals (ESAs) may be allowed on a case by case basis. They must be approved by HPI Property Management PRIOR to move-in. According to the law, each animal must be assessed to determine if the property can reasonably accommodate the proposed animal. An ESA Application will need to be submitted. A sample ESA Application and the ESA policy can be viewed or downloaded on the HPI website under the FAQ section.

Parking Policy

All vehicles MUST be registered and approved by HPI to be on property private parking lots. There are no exceptions. The parking lots are monitored by a registered towing company and all vehicles that are parked illegally, without BEING PROPERLY REGISTERED, or otherwise unwarranted, will be towed at the owner's expense. All vehicles MUST be in working condition and parking cannot be used to store inoperable vehicles. **Parking privileges can and will be suspended if the lease is in the process of forfeiture.** A vehicle can be registered with HPI for \$20 per vehicle, which is generally good for the duration of the executed lease. Some locations have limited parking and parking restrictions may be enforced. Guest parking registration is also available for about \$5/day. Please contact HPI Property Management for parking details specific to individual properties.

Occupancy

The premises shall be used only as a private residence and as a dwelling unit, and for no other purpose, with the number of adults and children residing therein not to exceed that allowed by HPI and the County of DeKalb. All residents MUST be members of the lease, with the definition of "resident" being defined at the sole discretion of HPI Property Management. The maximum number of residents and resident guests in unit not to exceed 15 persons at any given time. If persons exceed 15, a \$100.00 over occupancy fine will be issued and is due within 5 days of notice. Neither the whole of the premises, nor any portion thereof, shall be assigned or sublet by tenant to any other person without the prior written consent of Landlord which consent can be withheld in the sole and absolute discretion of the Landlord for any reason. Tenant accepts existing locks as safe and acceptable and are not allowed to change said locks.

Failure to Occupy

If tenant fails to occupy premises in accordance with this lease, all deposits hereunder shall be automatically forfeited.

Holdover

No holdover is allowed. The rate of rent for any holdover is double the monthly rent prorated per day. (when lease term is over no extension allowed - no holdover)

Abandoned Articles

All articles left in or upon the premises by the tenant upon termination of the lease for any reason can be disposed of by the Landlord as becomes necessary and in a manner as Landlord may see fit and proper, and without recourse by the tenant. The Landlord herein is further given the right to use the tenants' security deposit to cover the Landlord's expenses in disposing of the tenant's articles.

Abandonment

- a) Actual notice given to Landlord by Tenant indicating Tenant's intention not to return to the Rental Unit, 21 days' physical absence of tenant (or one rental period where rental period is for less than one month) OR Tenant has removed Tenant's personal property from the Rental Unit and rent for that period is unpaid, OR 32 days' physical absence from the Rental Unit and rent for that period is unpaid shall be deemed to be an abandonment of the Rental Unit by Tenant.
- b) If Tenant abandons the Rental Unit, Landlord shall make a good faith effort to re-rent Tenant's Rental Unit at fair market value.
- c) If Landlord succeeds in re-renting the Rental Unit at fair market value, Tenant shall be liable for the difference between the total amount of rent due under the Lease Agreement, and the amount rent subsequently received by Landlord for the subsequent occupancy of the Rental Unit until the date that this Lease Agreement was set to terminate as stated in Paragraph 1.
- d) If Landlord makes a good faith effort to re-rent the Rental Unit at a fair rental and is unsuccessful, Tenant shall be liable for the rent due for the period of the Lease. Tenant shall also be liable for the reasonable advertising costs incurred by Landlord in seeking to re-rent the Rental Unit.
- e) If Tenant abandons the Apartment as described above or fails to remove personal property from the Premises after termination of this Lease, Landlord shall leave the abandoned property in the Rental Unit or remove and store all abandoned property after seven (7) days. Notwithstanding the foregoing, if Landlord reasonably believes such abandoned property to be valueless or of such little value that the cost of storage would exceed the amount that would be realized from sale, or if such property is subject to spoilage, Landlord may immediately dispose of such property.

Liability of Landlord

Tenant hereby agrees to indemnify and hold harmless the Landlord from and against any and all claims for damages to premises or personal injury arising from tenants use of premises, or from any activity, work or thing done, permitted or suffered by tenant in or about the premises. If, in Landlord's judgment, there is substantial damage to the premises, Landlord may terminate this lease by giving written notice to tenant and the rent shall be prorated and the balance refunded to tenant, less lawful deductions. The Landlord shall not be liable for personal injuries, or property damage or loss from theft, vandalism, fire water, tornado, rain, explosion or other causes whatsoever, unless and to the extent the same is caused in whole by either the grossly negligent or the intentional action of the Landlord. Tenant hereby agrees to indemnify the Landlord, and its officers, directors, shareholders, employees, managers, members, agents, contractors, attorneys and assigns from and against any and all claims, demands, costs liabilities and expenses (including, without limitation, reasonable attorney's fees) arising in whole or in part from: (a) Tenant's breach of any material term or condition of this Lease; or (b) Tenant's use and enjoyment of the Premises; or (c) the use and enjoyment of the Premises by any guest or invitee of the Tenant. Landlord shall furnish smoke detectors. Tenant shall verify on a monthly basis that said smoke detectors are in proper working order and condition by performing a test on same and notify Landlord of any need to repair or replace same.

Landlord's Remedies

Landlord shall have the remedies specified in this paragraph for the following circumstances:

- a) Termination For Failure To Pay Rent-If all or any portion of the rent is unpaid when due and Tenant fails to pay unpaid rent within five (5) days after written notice by Landlord of an intention to terminate Lease if rent is not so paid, Landlord may terminate the Lease. Landlord may also maintain an action for rent and/or damages without terminating the Lease.
- b) Termination For Breach Of Lease-If there is a material non-compliance by Tenant with this Lease, Landlord may deliver written notice to Tenant specifying the acts and/or omissions constituting the breach and that the Lease will terminate upon a date not less than ten (10) days after receipt of notice, unless the breach is remedied by Tenant within that period of time. If the breach is not remedied within the 10-day period, the Lease shall terminate as provided in the notice.
- c) Self-Help-If Tenant fails to comply as promptly as conditions permit in case of emergency or in cases other than emergencies within 14 days of receipt of written notice by Landlord specifying the breach and requesting that Tenant remedy it within that period of time, Landlord may enter the Apartment and have the necessary work done in a manner required by law. Landlord shall be entitled to reimbursement from Tenant of the costs of repairs under this subparagraph.
- d) Damages and Injunctive Relief-If there is a material non-compliance by Tenant with this Lease, Landlord may recover damages and obtain injunctive relief. If Tenant's non-compliance is willful, Landlord may recover reasonable attorney's fees.
- e) Disturbance of Others-After receipt of a written notice as provided in Subparagraph b above, Landlord may obtain inductive relief against the conduct constituting the violation or may terminate the Lease on ten (10) days' written notice to Tenant.
- f) Rights upon Termination-If this Lease is terminated, Landlord shall have a claim for possession and/or for rent.

Attorney's Fees

The prevailing party in an action including forcible entry and detainer arising out of Landlord's or Tenant's application of the rights or remedies made available in this Lease or in the DeKalb Municipal Residential Landlord and Tenant Ordinance, DeKalb Municipal Code, Chapter 10, including forcible entry and detainer actions shall be entitled to all court costs and reasonable attorney's fees.

Fair Housing

In accordance with the law, this property is offered without respect to race, color, religion, sex, or national origin of tenant.

Contractual Lien

Tenant does, by the execution of this residential lease, grant to Landlord an express contract lien and security interest upon all fixtures, goods and property of the tenant now or hereafter placed in or upon the premises in order to secure the prompt payment of rent herein provided, and the full compliance by tenant of all agreements and covenants hereunder. This contract lien shall be in addition to such statutory liens as Landlord may have under and by virtue of the laws of the State of Illinois, as presently existing or as may be amended. In order to exercise contractual or statutory lien rights when tenant is in default hereunder, Landlord may peacefully enter the premises and remove and store all property therein, except property exempt by statute, provided, however, tenant must be present or written notice of entry must be left afterward.

Notice Requirements

Any notice required hereunder shall be given by personal delivery or regular mail at Management's mail address:

HPI Realty

701 Lucinda Ave Office, Dekalb IL 60115

Renters Insurance

Neither Landlord nor any of its employees, representatives, or agents assume any liability, directly or indirectly, for loss or damage to the personal property of Tenant or others by fire, water, theft, or any other causes. **Tenants are REQUIRED to obtain personal property insurance coverage or Renter's Insurance and must submit proof of coverage at time Tenant takes possession of the assigned unit.**

Care and Maintenance of Premises

Tenant accepts the premises in its present condition and agrees to take good care of the premises and to make no alterations, additions, repairs, or improvements without the prior written consent of Landlord. Tenant agrees to report promptly, in writing, to Landlord when any portion of the premises is out of repair, and to promptly reimburse Landlord for any damage to the premises or furnishings thereof caused by the negligence, misuse, or any other occurrence attributable to tenant, tenant's agents, family or guests.

Access/Inspection

- a) Landlord may have the right to enter the Rental Unit in case of emergency or after providing Tenant with reasonable notice prior to such entry. Landlord may enter the Rental Unit with reasonable notice for the following reasons: inspection for maintenance; to make necessary or requested repairs or improvements; supply necessary or agreed services; conduct inspections required by government agencies; when repairs for the Premises require such access; show the Rental Unit to prospective renters or buyers; for pest control. Absent reasonable notice from the Landlord, Tenant has the right to refuse entry except in case of actual emergency.
- b) HPI is required by Landlord to conduct QUARTERLY inspections of units to conduct regular maintenance, verify reasonable cleanliness and safety, and to identify any code/lease violations.
- c) Reasonable notice, as defined by Section 10.13 of the DeKalb Municipal Code, shall be notice given no less than **48 hours notice** prior to entry, unless Tenant has given prior consent for maintenance and repairs, and the entry is to inspect for and to make said repairs. Notice by email OR text OR phone is considered due notice. Entry between 8:00 a.m. and 8:00 p.m. shall be presumed reasonable. At the time of entry, a knock on the door, a verbal hello or a phone call placed immediately prior shall be considered reasonable warning of entry.
- d) Nothing herein prohibits the parties from consenting to Landlord's access at any time by mutual consent.

Cleanliness and Safety

Tenant agrees to maintain the assigned apartment and the common areas of the Property in a clean, safe, and sanitary condition, to exercise all due care in the use of same, and to cooperate fully with the Property Management maintenance programs as requested.

- (a) It is prohibited to tamper with, remove, or otherwise alter ANY life saving devices, including but not limited to: Smoke Detectors, Carbon Monoxide Detectors, Fire Extinguishers, etc. Furthermore, it is the responsibility of the Tenant to replace any batteries that are part of a lifesaving device. If a lifesaving device is not functioning correctly, the Tenant must immediately notify HPI Maintenance. A \$500 fine will be levied for any alterations of a lifesaving device.
- (b) **Tenant will be responsible for maintaining temperatures within the unit between 65 degrees and 75 degrees to prevent freezing in cold temperature weather and excessive humidity during hot temperature weather.** Tenant will be responsible for all damage anywhere at the Property resulting from failure to keep the unit adequately heated or cooled, including but not limited to, frozen pipes/fixtures and mold mitigation.
- (c) Tenant is responsible for the cleanliness of the unit according to the standards set by HPI. Inspections will be held AT LEAST QUARTERLY, if not more frequently according to the discretion of HPI, to ensure that this policy is enforced. A warning will first be issued noting the violations. Afterwards, a \$100.00 fine will be levied per cleanliness violation. Additional charges for maintaining cleanliness will be levied if Tenants are unable to comply.
- (d) Tenant is not permitted to have a cluttered appearance to apartment entry or patio and may not store any items on the exterior of the unit with the exception of outdoor furniture items. Specific items prohibited from being stored on the unit exterior include, but not limited to: trash, recycling, upholstered furniture, vehicles, vehicle parts, workout equipment, scrap or metal parts, storage containers, grills, garden hoses, watercrafts, animals, and neglected items. Lessor reserves the right, without warning, to remove and dispose of such items from described areas and charge Tenant for doing so. Passages, public halls, stairways, or landings shall not be obstructed or used for play or for any other purpose than for ingress to and egress from the Building, nor shall any person be permitted to congregate or play in or around the common interior areas of the Building. All personal possessions must be kept in the Unit. Bicycles may not be stored on balconies or patios. Bicycles may not be locked to trees, railings, mailboxes, etc. Lessor may immediately cut off locks and dispose any bicycle as described.

Pest Control

The following items outline the Tenant responsibilities regarding pests:

- (a) Within 5 days after a Tenant finds or reasonably suspects a pest infestation in the presence of the Tenant's dwelling unit, the Tenant shall notify, in writing, the Lessor of any known or reasonably suspected pest infestation in the presence of the Tenant's dwelling unit, clothing, furniture or other personal property located in the Building or Unit, or of any recurring or unexplained bites, stings, irritation, or sores of the skin or body which the Tenant reasonably suspects is caused by pests.
- (b) The Tenant shall cooperate with the Lessor' in the control, treatment and eradication of a pest infestation found or reasonably suspected to be, in the Tenant's Building or Unit.
- (c) Lessor may assess all or a portion of the pest removal expense to the Tenant's security deposit and may require Tenant to replenish their security deposit.

Smoking

All HPI managed properties are smoke-free environments. This smoke-free policy is intended to benefit all residents, visitors, and staff by mitigating (i) the irritation and known adverse health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smokefree building. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form. Smoking is prohibited anywhere on the grounds adjoining buildings, including entryways, patios, and yards except in areas located at least 25 feet from such buildings. Tenants and household members shall be responsible for enforcing this Policy as to their guests, invitees, and visitors to their residential units. A \$100 fine will be levied per incident.

Garbage

Garbage Receptacles must be used in an appropriate manner, in which Tenant only places in them garbage and refuse wrapped in small, tight parcels. Any garbage placed NOT in the given Receptacle will be considered littering and will be levied a \$100 fine per incident. Any items that Lessor's waste hauler refuses to remove from the property, excessive garbage, or items which require special treatment or pick-up, will be charged to Tenant if ascertainable.

Equipment

Any electrical or mechanical equipment which is a part of the premises, including dishwashers, garbage disposals, cooking ranges and ovens, refrigerators and freezing units, attic fans, heating and air conditioning equipment, clothes washers and dryers, will be delivered by the Landlord in good operating order. It is expressly understood that tenant will properly operate all such equipment and surrender same in good operating order at the termination of the lease.

Signs and Displays

No sign, signal, illumination, advertisement, notice, or any other lettering, or equipment shall be exhibited, inscribed, painted, affixed, or exposed on or at any window or any part of the outside or inside of the Unit or Building without the prior written consent of Lessor. No painting of any kind is allowed by tenants without the express written consent of Lessor.

Grills / Cooking Outside

There shall be no cooking or baking done in or about the Unit except in the kitchen. Cooking on a barbeque or other similar equipment on a porch, terrace, or balcony is strictly prohibited. Grilling or barbequing may only be done on or with the grills installed within designated recreation areas equipped with hot coal dispensers.

Window Coverings

Tenants must cover windows with curtains or drapes with neutral colored backing or use vertical/horizontal blinds. Such blinds or curtains must be neutral in color. At no time will blankets, newspapers, sheets, or the like be allowed as window coverings.

Cables / Antennas / Dishes

Lessor cannot and shall not be liable to Tenant for any damage suffered by or to the person or property of Tenant due to improper or inadequate cable installation. Tenant shall provide access to the Unit at all reasonable hours to allow the installation, repair, or maintenance of cable equipment in the Building or Unit. No television, radio antennas, satellite dishes, or wiring shall be attached to or extend from or beyond the outside walls of the Building. A \$250.00 fine will be assessed to any Tenant found in violation in addition to any costs to restore the Unit or Building to its original condition.

Candles / Incense / Bonfires / Fire Pits

No burning of Candles or Incense of any kind is allowed in the Unit. Bonfires or Fire Pits are not allowed under any circumstances. A \$250.00 fine will be assessed to any Tenant found in violation in addition to any costs to restore the Unit or Building to its original condition.

Water Furniture / Aquariums

No waterbeds or other liquid-filled furniture are allowed in the Unit. Aquariums may not exceed 50 gallons per room.

Basements

Lessor does not assume any liability or responsibility for damages sustained to Tenant's person or property as a result of flooding basement or crawlspace areas. It is understood by Tenant that basements or below-ground living areas may be subject to water damage, and it will be covered under the Tenant's renter's insurance policy.

Vegetation and Gardening

It is prohibited to grow or maintain any vegetation beyond common household plants. It is at the discretion of HPI to determine reasonable common household vegetation. A fine of \$100.00 per incident, and an additional \$25/day till removed, will be levied for any violation of this policy. This prohibition includes, but is not limited to:

- (a) Growth of any cannabis or uncommon plants used for any recreational or medicinal purposes.
- (b) Growth of a garden of any kind.
- (c) Growth of large trees, ferns, or bushes.

Property Modifications

It is prohibited to make any major modifications to the property without the express written consent of HPI Property Management. A \$100.00 fine per incident will be levied along with any Costs to rectify the modification. Such modifications include, but are not limited to.

- (a) Doors, interior or exterior. This includes locks, deadbolts, or any other modifications to doors.
- (b) Wall painting or wall papering
- (c) Plumbing fixtures, including toilets, bidets, tubs, sinks, faucets, showerheads, etc.
- (d) Large appliances, including stoves, fridges, dishwashers, washers, dryers, etc.

Nuisance Clause

Tenant and the family and guests of tenant shall fully comply with all federal, state, municipal, and other laws and ordinances, and shall not commit any act which is a nuisance or annoyance to the neighborhood. DeKalb has a noise ordinance with quiet hours beginning at 10:00 P.M. At all times for all properties, only reasonable noise levels are acceptable. "Reasonable" will be determined by the Lessor and/or Tenant's neighbors, with Lessor having sole discretion to determine reasonability. A \$100.00 fine will be levied per incident.

Ordinance F-403.7.1 reads as follows:

Open burning in charcoal and LP gas grills: Open burning in any grill is prohibited in a multi-family residence where the grill will be placed on a balcony. In accordance with this ordinance, we require that all grills be removed from balconies and placed farther than 10' from any structure. The city will be doing random checks of balconies in your neighborhood. Violators of the above stated ordinance are subject to fines.

Alcohol / Parties

Beer kegs, party balls, bulk containers, or mass quantities of alcohol are not allowed in, on, or around the Building or Unit. Excessive parties are not allowed under the guidelines set forth by the City of DeKalb, which includes prohibiting more than 15 people to congregate in a Unit, excessive use of alcohol, or excessive loud music. The City of DeKalb police will be notified of such parties and alcohol, and a \$250.00 fine will be levied to the Tenant per incident.

Approximate Cost of Repairs

For information purposes, the Tenant understands that the property must be restored to its original condition after the unit is surrendered and is made ready for the next tenants. The Tenant is responsible for any damages, accidental or not, beyond the normal "wear and tear" of reasonable living, as determined by HPI Property Management. Approximate costs of Repairs are shown in the table below. Note that these are approximations and actual costs may vary according to the severity of the damage.

Miscellaneous

This lease shall constitute a full understanding between the parties herein, and no other Agreement unless in writing and signed by the parties hereto shall be binding upon the subject property, except the attached Rental Application, if any, which shall become a part of the lease.

Approximate Cost of Repairs

Non-Refundable Carpet Cleaning Fees	\$200.00 deducted from deposit.
Bathroom Deep Cleaning	\$80.00 / Bathroom
Kitchen Deep Cleaning	\$150.00 / Kitchen
Painting per Room	\$120.00 / Room
Carpet Replacement per Room	\$300.00 / Room
Hard Wood Floors Replacement per Room	\$1300.00 / Room
Bi-Fold Closet Door Replacement	\$400.00 / Closet Door
Interior Door Replacement	\$300.00 / Interior Door
Exterior Door Replacement	\$800.00 / Exterior Door
Sliding Patio Door Replacement	\$1700.00 / Sliding Patio Door
Microwave Replacement	\$350.00 / Microwave
Stove Replacement	\$600.00 / Stove
Refrigerator Replacement	\$680.00 / Refrigerator
Dishwasher Replacement	\$600.00 / Dishwasher
Garbage Disposal Replacement	\$180.00 / Garbage Disposal
Window Replacement	\$350.00 / Window
Garage Door Replacement	\$1000.00 / Door
Lock Replacement	\$150.00 / Lock

LIST OF FEES AND CHARGES

Late Rent Fees	\$50.00 after four (4) days. \$20.00/day afterwards.
Permanent Parking Registration	\$20.00 for duration of Lease
Temporary Parking Registration	About \$5.00 per Day per Permit upon availability
Pet Violation Charges	\$300.00 fine per unregistered animal and \$5.00/day till Animal is removed \$250.00 carpet cleaning fee \$100.00 fine per unremoved animal waste
Key Replacement	\$50.00 per Key (Building, Unit, Mailbox)
Lock Replacement	\$150.00 / Lock
Lockout Charges	\$25.00 during Business Hours \$50.00 during After Hours / Weekends / Holidays
Subletting and Subleasing	\$100.00 per sublease
Altering a Life Saving Device	\$500.00 per violation
Property Modification Violation	\$100.00 per violation and Cost of Repairs
Vegetation or Gardening	\$100.00 per violation and \$25/day
Garbage or Litter Fine	\$100.00 per violation
Cleanliness Fine	\$100.00 per violation and Cost of Cleaning Service
Smoking	\$100.00 per incident
Nuisance or Noise Fine	\$100.00 per violation
Alcohol or Party Fine	\$250.00 per violation
Bonfire / Grill / Fire Pit Fine	\$250.00 per violation and Cost of Repairs
Drugs / Vandalism / Criminal Activity	Immediate Eviction Cost of any Repairs

IT IS MUTUALLY AGREED UPON BY THE SIGNING OF THIS LEASE ALL PARTIES HAVE READ AND UNDERSTAND ALL TERMS AND COVENANTS, INCLUDING ALL FINES AND CHARGES, SPECIFIED WITHIN.

Signed

LandLord / Agent for the Owner

Tenant

Tenant

Tenant

Tenant

Tenant

CRIME FREE LEASE ADDENDUM
Prohibition against nuisance activity within the City of DeKalb.

The City of DeKalb has enacted the following in its Code of Ordinances:

- (1) Chapter 52, Section 52.06 – Disorderly House: This Section prohibits nuisance activity, defined as unlawful activity, on properties located within the corporate limits of the City of DeKalb;
- (2) Chapter 10, Section 10.10—Rental Agreements—Required Terms: This Section requires the inclusion of a Crime Free Housing Lease Addendum in all lease agreements.

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner (or Owners' agent or representative) and Resident agree as follows:

The Tenant is subject to all municipal codes and their consequences that can be found on the City of DeKalb website <http://www.cityofdekalb.com/>. The Tenant is also subject to this Crime Free Lease Addendum.

1. The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate unlawful activity in, on, at or about the leased premises.
2. The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not permit the leased premises to be used for, or to facilitate, unlawful activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
3. The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate any breach of the lease agreement that jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant, or involves imminent or actual serious property damage.
4. The Tenant is vicariously liable for the unlawful activity of any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control, whether or not the Tenant had knowledge of the activity or whether or not the household member or guest was under the Tenant's control.
5. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
6. For purposes of this Lease Section, unlawful activity shall mean:
 - (i) Any offense defined and prohibited by Section 6-16 (Prohibited Sales and Possession) or Section 6-20 (Purchase or Acceptance of Gift of Liquor by Persons Under Age 21) of the Liquor Control Act of 1934, 235 ILCS 5/6-16 and 5/6-20, or similar City of DeKalb ordinance.
 - (ii) Any offense that constitutes a felony or misdemeanor under the Illinois Criminal Code of 1961, 720 ILCS 5/1-1 et seq.
 - (iii) Any offense defined and prohibited by Chapter 52, "Offenses against Public Peace, Safety and Morals" of the City of DeKalb Municipal Code.
 - (iv) Any inchoate offense defined and prohibited by Article 8 (Inchoate Offenses) of the Criminal Code of 1961, 720 ILCS 5/8-1, et seq., which is relative to the commission of any of the aforesaid principal offenses.
7. Violation of any of the above provisions shall be a material and irreparable violation of the lease and good cause for termination of the tenancy, provided, however, a tenant shall not be retaliated against nor evicted when merely a victim of any unlawful act prohibited herein, but shall be responsible for the acts of his/her guests and persons under his/her control. A single violation of any of the provisions hereof shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. Tenant consents to venue in any court within the county wherein the unit is located in the event Owner initiates legal action against the tenant. Tenant hereby waives any objection to any venue chosen by Owner.

To the extent permitted by law, tenant agrees that service of process of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to tenant, shall be effective and sufficient for purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any tenant, co-signor, occupant or guarantor, if served upon any occupant or other

person of suitable age and discretion who is present at the premises and residing therein, notwithstanding the fact that a tenant, co-signor, occupant or guarantor may reside at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law or rule. By signing this lease the undersigned hereby waives any objection to service carried out under the terms of this agreement."

8. The Landlord reserves the right to ban tenant guests whose conduct is prohibited by the Crime Free Housing Lease Addendum. Under Section 10.20 of the City Code, the Landlord, property manager or other property owners may execute a banned list or no-trespass agreements prohibiting access to the rental premises by persons other than the tenants listed on a lease.
9. Pursuant to City Code, properties that are deemed to be Chronic Disorderly Houses or Disorderly Rental Premises may be subject to warrantless inspection pursuant to Section 52.06 of the City Code (and other related ordinances). In addition, the property is subject to all other City Codes and Ordinances.
10. Additionally, the Landlord has important rights as owner of the property. The Landlord reserve the right to enter the premises (in accordance with the terms of this Lease and applicable law), to enforce the terms of this lease, and to implement an action for forcible entry or eviction. A violation of this crime free lease addendum is a violation of the lease itself, which justifies the Landlord to take prompt legal action against the tenant.

Resident Signature

Owner's Signature

Resident Signature

Unit / Address

Resident Signature

Date

Resident Signature

Resident Signature