

APARTMENT LEASE AGREEMENT AT HOME PROPERTY MANAGEMENT COMPANY, LLC

Date of Lease: _____ **Lease Term: Start Date:** _____ **End Date:** _____

Total Monthly Rent (to be paid with only one check per month*): \$ _____ **Security Deposit:** \$ _____

*\$5 extra bookkeeping charge for each additional rent check submitted over the agreed upon single rent check per apartment tenant group per month. Experience has found that requiring single check per month from tenant groups prompts groups of cotenants to coordinate with one another to ensure full and timely payment of all scheduled rents, while also reducing the number of cotenants' relatively small rent checks Landlord must process and deposit each month.

Additional Fees & Charges.

Nonrefundable Application Fee: \$50 per individual Applicant; \$60 per Married Couple.

Late Rent Charge is 10% of Total Monthly Apartment Rent: \$ _____

Sublet/Relet Charge: \$200 per individual sublettor. Coin Operated Laundry Rm: ~\$1.50/load (may change).

Returned "Bounced" Check Charge for Not Sufficient Funds (NSF): \$50 per check.

Parking Rent: \$50/mo/outdoor assigned space & \$100/mo/garage space (as per Separate Parking Lease, unless otherwise noted as included in this Apartment Lease; that is, some leases include parking).

THE TWO PARTIES OF THIS LEASE: LANDLORD/LESSOR & TENANT.

1. LANDLORD/LESSOR: AT HOME PROPERTY MANAGEMENT COMPANY, LLC

1026 GARNETT PL., #2R; EVANSTON, IL 60201-1339; Cell 415/827-2525, Office 847/332-2525, Fax 847/332-2596

2. TENANT:

Normal Share of Rent (*to only be paid included with single total monthly rent check)

Cotenant 1 (Print): _____ **SSN:** ____-____-____ **\$** _____

Cotenant 2 (Print): _____ **SSN:** ____-____-____ **\$** _____

Cotenant 3 (Print): _____ **SSN:** ____-____-____ **\$** _____

Cotenant 4 (Print): _____ **SSN:** ____-____-____ **\$** _____

Cotenant 5 (Print): _____ **SSN:** ____-____-____ **\$** _____

Cotenant 6 (Print): _____ **SSN:** ____-____-____ **\$** _____

IDENTIFICATION AND DESCRIPTION OF PROPERTY AND RENTAL APARTMENT DWELLING UNIT.

This Lease is made on _____, by and between **At Home Property Management Company, LLC** (hereinafter referred to as "**Lessor**," "**Landlord**" and "**AHPMC**") and below-signed Tenant/Co-signer parties (hereinafter collectively called "**Tenant**"), regarding lease of (print Address, Apt. #, and Floor of Bldg) _____, Evanston, IL 60201 (hereinafter "**the Apt.**"). Lease terms effective immediately upon both of the below parties signing this document and any addendum's. If a conflict arises between the Lease or lease addendum's/riders and the Evanston Residential Landlord And Tenant Ordinance, the Ordinance takes precedence. The below-signed Tenant parties hereby agree to be held responsible, individually or jointly, along with all other subsequent co-signers and/or subletters to perform all duties stated in Lease. This includes, but is not limited to **GUARANTEE THAT RENT WILL BE PAID IN FULL AND ON TIME.**

PART I. EXECUTIVE SUMMARY.

Landlord Shall: maintain the property, including yard, mechanical gas heat furnaces and hot water heaters; provide weekly rubbish removal from Rear Alley, that is usually done early Wed. Mornings; enforce rules of Lease/Property (e.g., no loud music or other noise that disturbs neighbors, no parking in unauthorized parking spaces, no smoking on the premises); honor ALL terms of this Lease; and comply with the City of Evanston Landlord-Tenant Ordinance.

Tenant Shall: ensure Landlord receives 100% of scheduled rents by first of each month; be respectful of neighbors (e.g., don't play loud music or let cars of visiting guests park in neighbors' assigned rented parking spaces); be respectful of the property, which includes doing no damage and keeping the apartment clean and tidy; keep the property free of tobacco, illegal drugs, guns and explosives. For example, Landlord will not permit any tenant to disturb the peace and quiet of other tenants, many of whom are serious NU students who need and expect a quiet home environment in which to study and sleep. Landlord fully expects all tenant/cotenant parties to honor the terms of this Lease. Likewise, Tenant can count on Landlord to fully honor the terms of this Lease, to include the above-listed key terms.

PART II. MAIN BODY OF LEASE AGREEMENT.

ADDITIONAL AGREEMENTS, ADDENDUMS AND ATTACHED REFERENCES.

1. "City of Evanston Residential Landlord And Tenant Ordinance" (Dated Dec. 2000)*
2. HUD Pamphlet, "Protect Your Family From Lead In Your Home" (Dated May 1995)*

*By their initials below on this Page 2 and on the last page of this Lease, Tenant acknowledges receiving a copy of each of the two-above documents.

1. *Rent & Security Deposit Payment Schedule.

a. Per Section 1 of Apartment Lease, ***THE MONTHLY RENT IS BOTH DUE BY AND MUST BE PAID BY THE FIRST.*** "Paid" is defined as received by the first of each month. **Rent is "Late" if it has not been either postmarked or delivered by the first. To help Tenant ensure Rent is received On Time (and avoid stiff Late Fee), Tenant has option to give Landlord Tenant's post-dated rent checks (dated the First of the Month), which Landlord will accept and hold and not cash until the first of the applicable month.** This simple method of paying rent with post-dated checks is widely used by AHPMC tenants. Late Fee is 10% of the full monthly Scheduled Rental amount (not just 10% of a cotenant's agreed upon rent), due in the form of Scheduled Rent, and compounds monthly if all Scheduled Rent, Late Fees and NSF "bounced check" Fees are not paid in full; if the check is not either postmarked or delivered by the fifth, the rent shall increase by ten-percent of the full monthly Scheduled Rent for each successive calendar month that the full rent is not paid in full starting from the first of the applicable month. For example, if July rent and 10% Late Fee is not paid by the end of July, a second 10% late fee--in the form of additional rent due--automatically accrues on the first of August. Such increased rent is due with the next months rent check, if not paid with the late rent check, and this is deductible first from interest payable on the security deposit and then from the security deposit. Such deductions shall be automatic and no notice is required from Lessor to Tenant. An accounting of these deductions shall be provided to Tenant in the written notice as required by the Evanston Landlord/Tenant Ordinance, Section 5-3-5-1(C). **Failure to pay 100% of all Scheduled Rent, Late Fees and NSF Fees is a serious breach of this Lease and entitles Landlord to seek all Legal remedies, to include possibly evicting Tenant under the Cook County and City of Evanston Landlord Tenant Ordinances.**

b. **Two-percent (2.0%) Simple Straight Line Accrued Annual Interest is paid on the Security Deposit money after the entire 100% Security Deposit is received and deposited by Landlord.**

c. **NSF "Bounced Check" Fees and Late Rent.** Tenant agrees to pay a \$50 charge for any check returned to Lessor for either Not Sufficient Funds (NSF) or for any other reason. If Tenant does not automatically remit this charge to Lessor upon notification from either Lessor or Tenant's bank, Lessor shall have the right to deduct such amount from the Security Deposit. If more than two checks are returned to Lessor in a one-year period, Lessor has the right to demand that all future payments be by certified check or money order. To make it easier for Tenant to pay their rent on time, Lessor will accept and hold post-dated checks (i.e., dated on the first of each month), which Lessor shall not deposit until on or after the first of each applicable month.

d. **All rent and security deposit payments shall be made payable to "At Home Property Management Company, LLC" and, unless informed otherwise in writing, delivered or USPS mailed to: At Home Property Management Company, LLC; 1026 Garnett Place, #2R; Evanston, IL 60201-1339.** Landlord may, at Landlord's complete discretion, change the address to which Tenant mails or delivers rent checks, after Landlord gives Tenant 30-days notice.

e. All security deposits shall be the equivalent of 1.5 (150%) of one months rent, unless Landlord agrees otherwise.

f. The Rent and Security Deposit for this lease shall be paid by check, money order, certified check, or cash; credit card payments not accepted.

g. If Lessor has not received full payment of all Security Deposit and first month's rent within five-business days of presenting Lease to Tenant for signature/execution, Lessor has option to cancel this Lease and immediately sign a new lease with another tenant party.

h. Note: Any occupancy prior to scheduled occupancy date shall be paid on a prorated basis (e.g., \$900/mo. rent in a 30-day month = \$30/day).

i. The Scheduled Rent on P. 1 shall continue on a month to month basis after Lease End Date, until either Lessor or Tenant exercises options to terminate lease or all parties mutually agree to a change of rent, as per other provisions of this Lease.

j. **Absolutely no part of the Security Deposit is to be used for any Rent and especially Last Month's Rent.** If Tenant fails to pay the entire last month's rent, Lessor has the option, at Lessor's discretion, to recover the amount of rent due plus damages equal to twice the amount of wrongfully withheld Rent plus reasonable attorneys' fees.

k. **Aside from the provisions in Section 7.b. below, Tenant may not make deductions, FOR ANY REASON, from the monthly rent.** The only exception to this is if the Landlord provides Tenant with either email or written permission to withhold rent.

l. Lessor will apply Tenant payments and possible deductions from Security Deposit Refund to the following accounts in this prioritized order: first, against Rent and Late Rent; second, against Tenant's unpaid utilities charges; third, against any outstanding charges for Parking under a separate parking Lease Agreement; fourth, against charges to repair damages caused by Tenant or Tenant's guests; and fifth, against Late Charges.

m. **Apartment Utilities and Security Deposit.** Upon satisfactory completion of Lease and in accordance with the City of Evanston Residential Landlord and Tenant Ordinance, Tenant shall either receive or have mailed to Tenant (at address Tenant shall provide) the full reimbursed/refunded security deposit from Landlord, plus 2.0%/year Simple (noncompounding) Interest within 21-days of Lease End Date. Generally, tenants are responsible for paying their own utilities. To support equanimity among cotenant groups, Landlord may, at Landlord's discretion, withhold money from Tenant's security deposit money for nonpayment of utilities as per the terms of this Lease and any addendum's. If, for example, one co-tenant sublets in the summer and fails to pay his share of the electric bill, Landlord may either deduct money from this co-tenant's security deposit money and give this money to the other tenants to "cover" the unpaid utility bill of the tenant or, in the case of a tenant's unpaid Water/Sewer bill, deduct the amount of the unpaid Water/Sewer bill from Tenant's Security Deposit Refund.

n. Tenant responsible for keeping gas Heat in his/her leased apartment turned "On" at all times between Nov. 1 and March 15. Failure to do so is a form of Tenant Negligence and breach of this lease, which could--during freezing winter temperatures--result in water pipes freezing, cracking, leaking and causing many thousands of dollars of water property damage for which Tenant would be 100% liable.

2. Storage.

a. **General Rule.** Tenants keep their property inside their Apt. Except for door mats and bikes, no boots, shoes, umbrellas, or anything else is to be left outside the Apt. (e.g., cluttering up and posing a possible trip safety hazard on stairs and porches).

b. The only outdoor place on the property where bikes may be "stored" is inside the Bike Storage Room. Bikes--and the dirty tires--belonging to Tenant and Tenants' guests may not be stored in the basement, rear fire escape, or any other common area. Under no circumstances, are bikes allowed to be brought inside Apt., the Laundry Room or any other indoor area on the property. Violation of this may subject Tenant to charge of \$10/month.

c. Tenant is responsible for removing all personal property from Apt. and premises by Lease End Date. If Tenant does not remove Tenant's possessions from the premises at the end of the Lease, Tenant shall automatically and conclusively be presumed to have abandoned the same and

Landlord's Initials: _____ Tenants' Initials: _____, _____, _____, _____, _____, _____

Tenant's title thereto shall thereby pass under this lease as a bill of sale to Lessor without additional payment or credit by Lessor to Tenant. Landlord may dispose of Tenant's abandoned property as Landlord sees fit.

3. **Utilities.**

a. Lessor shall provide lawn/tree maintenance and rubbish/recyclables removal from the Rear Alley (usually early Wednesday mornings, in when the City of Evanston picks up trash and recyclables).

b. Unless specified otherwise below, Tenant shall pay for their own (Landlord shall Cross Out As Applicable and If Not Crossed Out Tenant Shall Pay):

Electric (Commonwealth Edison Co, AKA "ComEd");

Gas for heat, hot water and stove/oven cooking (Northern Illinois Gas Co, AKA "NICOR Gas");

Water/sewer (City of Evanston);

Phone (SBC/Ameritech, phone jacks leased As Is), cable TV, maid house cleaning, plus any other services or utilities.

c. Tenant agrees to have at least one of the adult (nonMinor-aged) tenants on each floor formally listed on all the active utility accounts (e.g., NICOR Gas and ComEd), effective from the earlier of either the scheduled lease occupancy date or the date of occupancy and until completion of Lease End Date.

d. Circle Apt./Unit As May Be Applicable (Landlord Property Mgr to circle applicable parts and delete nonapplicable parts):

1008GP1A/B (shared gas and electric meters);

1026GP1F/B (separate electric meters, shared gas meter);

1026GP1R/2R (separate electric meters, shared gas meter with 2R paying 2/3rds of gas and 1R 1/3rd of gas);

1026GP3R/L (shared electric meter, with electric split prorated on number of residents—2/3rds paid by 3RL and 1/3rd paid by 3R, & shared gas meter 50-50 split regardless of relative number of occupants in 3R/3RL);

1103GP1A/B (separate electric meters, shared heat and cooking gas meter, both electric & gas split 50-50);

1916MA1A/B (shared electric meter, shared gas meter, shared water/sewer meter), note with the ~4 Rear Common Area Rear Stairwell lights, ~2 Common Area Front Porch lights on 1916MA Common Area electric meter that's to be paid by 1916MA1A/B residents; Basement Laundry Rm Washer/Dryer electric on 1916MA1A/B meter; gas for heat and dryer in 1916MA Basement Laundry Rm and bottom two floors of Rear Stairwell on 1916MA1A/B gas meters;

1918MA1A/B (shared electric meter, shared gas meter, shared water/sewer meter), note with the ~4 Rear Common Area Rear Stairwell lights, ~2 Common Area Front Porch lights on 1918MA Common Area electric meter that's to be paid by 1918MA1A/B residents; Basement Laundry Rm Washer/Dryer electric on 1918MA1A/B meter; gas for heat and dryer in 1918MA Basement Laundry Rm and bottom two floors of Rear Stairwell on 1918MA1A/B gas meters;

As applicable, all Tenant and Cotenants agree to work with both cotenants (on this signed lease) and neighboring tenants in adjoining units with shared utility meters, and only those with shared meters, **to "split" the shared the electric and water/sewer bills on a prorated basis based on the number of people living in the respective apartments, as well as to "split" the shared gas meter based on the comparative square footage as determined by Landlord.**

For example, if there are a total of five persons living in 1008GP1A/B (3 people in 1008GP1A and 2 people in 1008GP1B), then the Suite 1A cotenants shall pay three-fifths (60%) of the electric bills, and 1B cotenants shall be responsible for two-fifths (40%). But because 1008GP1A and 1008GP1B are the same approximate square footage, the cotenants living in 1008GP1A and 1008GP1B shall split the gas bill, regardless of the numbers of cotenants living in 1008GP1A and 1008GP1B.

Or, to cite another example, if there are a total of four people living in 1026GP1F and two people living in 1026GP1B, total of six people in the two apartments, then the Suite 1F cotenants shall pay two-third (67%) of the shared gas/heat bills, and the 1B cotenants shall be responsible for one-third (33%).

Or, to cite another example, if there are a total of three persons living in 1026GP3R (1 person) and 1026GP3RL (2 people), then the 3R cotenant shall pay one-third (33%) of the electric and half of the gas/heat bill, and the two 3RL cotenants shall be responsible for two-thirds (67%) of the electric and half of the gas/heat bill.

Or, to cite another example, if there is a total of one person living in 1026GP1R and one person in 1026GP2R, then the 1R tenant pays two-thirds the gas bill and the 2R tenant pays one-third the gas bill.

e. The thermostat for 1008GP1B is located in 1008GP1A, unavailable to the 1008GP1G residents. The thermostat for 1026GP2R is located in 1026GP1R, unavailable to the 1026GP2R resident. The thermostat for 1026GP3R is located in 1026GP3RL, unavailable to the 1026GP3R resident. The thermostat for 1103GP 1B is located in 1103GP1A, unavailable to the 1103GP1B residents.

f. While Tenant saves money sharing the monthly electric and gas meter charges, 1008GP1A/B, 1026GP1B, 1103GP1A/B Tenants clearly understand and agree to pay for the following common area lights and appliances tied to their applicable meters:

Laundry Room (lights, washer, dryer, security system control panels); basement common area lights (stairs, hallway, utility furnace room, and hot water heaters); the interior stairs; rear and front and back common area lights; and garage(s) including—for 1026GP1B Tenant—the 1026GP Garage Loft Office and Storage Room, and Bike Room. Tenant understands and agrees to pay these additional utility costs because it is recognized that these costs are incorporated into the agreed upon Rent. Tenant agrees to have at least one 1A/1B or 3R/L tenant formally listed on the active gas and electric metered accounts with Northern Illinois Gas and Commonwealth Edison, respectively. 1916MA1A/B and 1918MA1A/B tenants agree to have at least one 1A/1B tenant listed on the Evanston Water/Sewer account and to completely pay/settle Water/Sewer account before Security Deposit money is refunded.

g. To help ensure cotenants and Landlord are treated equitably, Landlord may—at Landlord's complete discretion—act as adjudicator by withholding and cross leveling security deposit money, plus 5% accrued interest to make utility payments. For example, if a cotenant moves out of the apartment on June 20th, does not return and leaves his/her cotenants with unpaid electric or gas bills, Landlord may withhold money from the absent cotenant and credit this amount to damaged tenants in the form of credit on their security deposit refunds. Cotenants seeking such adjudication by Landlord, should give Landlord copies of all bills and documentation.

In cases where Landlord must adjudicate disagreements among cotenants, calculate or withhold security deposit money to settle a utility account, Landlord will charge a fee of \$50 plus expenses (such as long-distance phone calls) to compensate for Landlord Property Manager's time to resolve such a dispute.

(5. Tenant recognizes that Evanston has unusually expensive Water/Sewer rates. In recognition that a running toilet can and will waste enough water each week to fill a swimming pool, Tenant shall not waste water by both failing to report to Landlord running toilets, leaking dripping and running faucets, and leaving faucets open for any unreasonable length of time or otherwise. If toilet or faucet develops a leak, Tenant is responsible for reporting this problem to Landlord. Failure by Tenant to report a leaking faucet or toilet will entitle Landlord, at Landlord's discretion, to receive additional Rent of \$5/day.

i. Shared Heat Thermostats in Selected Units. CIRCLE APPLICABLE UNITS: 1008GP**1A/B**, 1026GP**1R/2R**, 1026GP**3R/3L**, 1103GP**1A/B**, 1916MA**1A/B**, 1918MA**1A/B**. Given that the before-listed apartments share a common gas meter and furnace, there is only one thermostat that controls the heat to the shared units. The before-listed underlined and highlighted units have the thermostat that controls the temperature. By their initials below, Tenant acknowledges that he/she has read, understands and agrees to work cooperatively with their neighboring tenant to set the thermostat and

Landlord's Initials: _____ Tenants' Initials: _____, _____, _____, _____, _____, _____

vents at a comfortable setting which is mutually acceptable to all concerned. It is incumbent on the tenants to work this out amongst themselves and not draw Landlord and Property Manager into mediating any disagreements between the tenants regarding how they want to set their shared thermostat.

j. Other Terms of Payment of Utilities: _____

i. By their signatures below, tenant(s) certify that they have read, understand and accept as reasonable and fair all of the above terms of agreement for Access to Apartment/Unit:

X _____ Date: _____ X _____ Date: _____ X _____ Date: _____
X _____ Date: _____ X _____ Date: _____ X _____ Date: _____

4. Appliances, Window Treatments & Wall Hardware. Landlord is responsible for providing a working stove and the blinds/curtains found in the Apt. at Lease Start Date, all of which Tenant is responsible for maintaining as per Section 7. below. Tenant has option to use their own refrigerator or use Landlord's refrigerator in the Apt. If Tenant does not like the existing window blinds/drapes and wall hardware (such as bathroom towel racks), Tenant is responsible for providing any new window blinds/treatments and any new wall hardware, as per Section 7., or unless Landlord agrees to provide the requested items. Tenant is responsible for either repairing or replacing broken window blinds/drapes and—if Lessor provides a refrigerator--either repairing or replacing the refrigerator with a comparable used refrigerator. Tenant shall not install or permit to be installed any signs, posters, or picture visible outside of the apartment without the Landlord's written permission. Landlord may, at Landlord's discretion, install "FOR RENT," "SUBLET," "ROOMMATE WANTED" and "Male or Female Roommate Wanted to Share Great Furnished Apartment" signs—with 847/332-2525 phone number in the interior Front Facing windows, as well as on the exterior of the building.

5. Furniture. Unless noted otherwise below or elsewhere in this Lease or a Lease Addendum, it's understood Tenant is renting an unfurnished apartment. Tenant and Landlord may do a separate lease for furniture . Generally, \$5/mo/piece is the furniture rental rate. Generally, desks, bureaus, beds, desk chairs, sofas, a pair of bed-side tables each lease for \$5/month. Failure of Tenant to pay their \$5/mo./piece rent for use of Landlord's furniture, entitles Landlord to deduct \$5/mo/piece—in the form of additional Apt. Rent—from Tenant's Security Deposit. Use or rental of any additional furniture, not listed-below, that both Landlord owns/controls and tenants want to use will be worked out either as an addendum to this Lease or under the terms of a separate lease.

(Furniture Inventory List)

6. No Pets Policy & Notice of Pets Fees. Aside from a fish tank only up to five-gallons, Tenant is strictly prohibited from having **any type** of pet without Landlord's/ Lessor's written permission, and written permission only. Violation of this clause shall automatically entitle Landlord/ Lessor to receive a \$150/pet Pet Fee (in form of additional Rent) plus an additional \$2 per day per pet of additional apartment dwelling rent for each day that Tenant may have an unauthorized pet in the rental dwelling (e.g., dog, cat, birds, etc.). Lessor reserves right, on a case by case basis, to lease adjoining apartments to other Tenants who may have pets. Landlord hereby grants the following pet(s) to be permitted IAW the following terms (blanks may only be completed by Landlord Property Manager): \$_____ Annual Pet Fee, \$_____ Pet Security Deposit, plus \$_____/month of additional Apt. Rent.

7. Maintenance & Cleaning.

a. In some respects, renting an AHPMC "apartment home" or single family home is like renting a traditional single family house (where the tenant maintains everything), versus leasing an apartment in a high-rise apartment building with a full-time Maintenance Man (where the Landlord is responsible for fixing and repairing everything). In General, Tenant is responsible for the cleaning and maintaining the Apt., along with all the fixtures (e.g., water plumbing, lighting, BaRm Exhaust Fan), appliances and equipment in the Apt. Tenant is responsible for cleaning the Apt. in the same or better cleanliness and working order—less fair wear and tear—upon Lease End Date than it was at Lease Start Date. Tenant is also responsible for cleaning their Apt. windows (interior and exterior sides window panes, as well as the interior and exterior trim/molding border surrounding the windows). Unless specified otherwise below, Tenant is individually and jointly responsible for keeping their stairs, steps, sidewalks and assigned parking places swept clean of **snow, ice**, leaves, tree twigs/branches, berries, dirt **and trash/litter**. If Tenant fails to shovel, sweep and clean the above areas, Landlord may provide a 24-hour telephone warning, after which Lessor has right to have the work completed. Under such circumstances, Tenant would owe Landlord additional rent at a rate of \$20/hour for the labor and time of Maintenance Man and Property Manager to complete Tenant's above-outlined responsibilities.

b. For individual repairs costing more than \$50, Tenant must first get Lessor's **written** authorization/ permission and Tenant must mail Lessor original copy of all receipts and deduct the cost of the authorized maintenance expense from the next monthly rent check. **Tenant is not entitled to deduct money from rent unless the original copy of the receipt is given to Lessor.** For example, if Tenant hires a plumber to fix a running/leaking toilet by replacing the rubber toilet flapper for \$40, Tenant pays the \$40 bill, deducts \$40 from the next rent check and mails Lessor the original copy of the receipt. Tenant will receive a credit off rent for any charges over \$50, if—and only if— Tenant first receives Landlord's Okay and submits **original** copy of the receipt to Lessor. Tenant shall never have more than \$100 of work completed in any month without Landlord's permission. Tenant is responsible for paying—in the form of additional Rent—all repair and maintenance bills greater than \$100 which may not be first approved and authorized by Landlord Property Manager.

c. With two-days emailed or written notice, Lessor may, at Tenant's cost, make all repairs, replacements and interior cleaning whenever the need results from Tenant's negligence, recklessness, illegal activities and violations of the provisions of this Lease. The rates shall be as outlined in Section 24. "Move Out Cost Schedule," with money due in the form of additional Rent.

d. Tenant is responsible for complying with all requirements of City recycling Ordinances, which include setting out newspapers, bottles, cans, and plastic for weekly Wednesday early morning pick-up by the City Recycling Collection Truck. Tenant will be provided one red City plastic recycling bin, which Tenant is responsible for returning to Lessor at the end of this lease in a clean and undamaged condition. Tenant is also responsible for setting out the red recycling Bin out in Back Alley for collection and recovering Bin after weekly pick up.

e. Lessor is responsible for changing the forced air furnace filters and for maintaining furnaces and hot water heaters. For the general safety of all residents, tenants are never permitted to store any personal property—esp. flammable items such as clothes, boxes and paper—in Lessor's furnace and hot water heater utility closets. Tenants who breach this provision in the Lease and store unauthorized personal belongings in Lessor's furnace rooms, hot water heater utility rooms and laundry rooms will pay landlord \$1/month/square/foot, in the form of additional Rent, for unauthorized use of Lessor's utility rooms. Occasionally, when the small gas pilot lights on stove/ovens, hot water heaters and furnaces are blown out, Tenant handles doing the simple and safe procedure of relighting the pilot lights. Property Manager will show Tenant how to relight a pilot light, if Tenant does not know how to do this.

f. When needed, Lessor shall pay for repairing and replacing hot water heaters.

g. **TENANT RESPONSIBLE FOR CLEARING CLOGGED PLUMBING DRAIN LINES. Drain lines generally do NOT become clogged by water and normal use:** drain lines will work for decades problem free when used properly. Drain lines become occluded and blocked/clogged if objects such as plastic disposable razor blade heads, shampoo bottle caps, toothpaste tub caps, **and unchecked hair** are permitted down into the drain. Thus, **Tenant shall keep and use metal or plastic screens over shower and bath drains.** Clogged and partially clogged "slow" water and sewer drains are to be cured by Tenant at Tenant's complete expense.** If Lessor must get involved in fixing Tenant's clogged drains, Tenant will reimburse Lessor, in the form of additional Rent, for all associated costs and at a rate of \$20/hour for time of Maintenance Man and Landlord Property Manager.

****It's particularly important that tenants never flush any type of tampon, diapers, paper towels or padding down the toilets or drains.** As most adult home owners and women know, the highly absorbent tampon materials greatly expand in water and they will clog sewer drain lines. Tenant will pay for 100% of all plumbing rodding and associated costs if drain lines become clogged (e.g., by tampons).

h. If there is a garbage disposal in the kitchen sink, Tenant is completely responsible for maintaining the garbage disposal and for garbage disposal clogs.

i. Mold causes tile grout to disintegrate. If parts of the Apt. tile caulk and grout turn dark gray or red with mold it is because the premises are not being maintained in accordance with this Lease. Tenant agrees to pay costs of tile cleaning and repair in cases where tile grout has turned dark gray or red with mildew or mold. **Tenant shall only use "soft" liquid chemical cleaners WITH BLEACH (that is needed to kill mildew and mold organisms), such as Lysol, Joy and Mr. Clean; no STEEL WOOL OR scrub abrasive cleaners shall ever be used (e.g., Comet, Ajax) in Apt.. Excluding fair wear and tear,** Tenant shall pay—in the form of additional rent—costs associated with removing gouges and scratches from porcelain bathtubs, sinks and fiberglass showers, which are caused by Tenant's breach of this Lease.

j. ***Cleaning and Upkeep of Kitchen.*** The objective of this clause is for Tenant to maintain a safe and sanitary kitchen, which will prevent fires and stop and prevent cock roaches, mice and other pests from having a supply of food. Tenant will ensure that no more than two neatly bagged containers of trash shall accumulate in the kitchen. To prevent kitchen grease fires and for tenants' overall safety, **all trash and stacks of recycled newspaper will be stored at least three-feet away from the gas stove/oven.** No residual grease or food crumbs/particles will be left for more than a week on the exterior or interior of the stove and oven, countertops, floor (including under refrigerator and stove/oven), on dish drain board and in the toaster or any other appliance. Tenant is responsible for cleaning below stove/oven and refrigerator at Lease End Date or upon Move Out.

k. Policy & Rules On Air Conditioners. Window air conditioning appliances (WAC's) are expensive appliances to buy, install, maintain and uninstall for winter storage. Unless the apartment comes with central air conditioning (CAC), care and maintenance of window air conditioners, if either provided (as an addendum penned in on this Lease), are the sole responsibility of Tenant. Tenant has the option of renting used (not new) WAC's from the Landlord's and having WAC's professionally installed by Landlord for \$60/month for a minimum of three-months, payable in one lump sum in advance (e.g., June through Aug.). If Tenant wants to rent a newly-purchased WAC, Landlord will split 50-50% the purchase cost and Landlord will pay the entire Installation costs, if Tenant agrees to the following: Tenant shops for and buys the new WAC; moves the new WAC to their apartment; then Tenant must send Landlord a copy of the purchase receipt with their next rent check; Tenant can deduct one-half the cost of the new WAC from the subsequent rent check; and Tenant agrees Landlord owns the new WAC at the end of the Lease, which Tenant will leave in the apartment. **Under no circumstances will Tenant ever install a WAC without Landlord's written permission** (as, in the past, WAC's improperly installed by tenants have fallen out of windows, landing on parked cars and caused other property damage). Violation of this clause (without Landlord's or Property Manager's permission) shall entitle Landlord to \$90/month (\$3/day) in additional Apt. Rent. Landlord shall not be responsible for buying, installing or uninstalling unauthorized used WAC's. Tenant is liable for both faulty installation (including water damage caused by dripping WAC condensation), damage to overloaded electrical circuits and removal of unauthorized WAC's by Property Manager or Maintenance Man.

l. Real pine needle Christmas trees are permitted in the Apt. only on a case by case basis and only with Lessor's permission. Tenant is responsible for the legal disposal of Xmas tree IAW Evanston Recycling Ordinance, as well as any damage caused by pine tree (tearing storm door window screens and scratching doors and walls when moving the tree in and out of the Apt.).

m. ALL types of mail, advertising flyers and newspapers delivered to Tenant and Tenant's mailbox belong to Tenant. Thus, all junk mail is Tenant's responsibility to clean up. Advertising flyers, junk mail, etc. are not to be left or "discarded" on the Front Porch or Foyer. If tenants' newspaper comes secured by rubber bands or plastic wrap, such materials are not to be littered on the Porch, Foyer or ground.

n. Tenants are responsible for keeping the trash and clutter picked up from their Front and Rear porches, steps, stairs and yard areas.

o. Tenant is responsible for any damages to the storm door glass, mesh screen, staircase walls, doors, paint, walls, etc. caused by Tenant or Tenants' moving agents. Such damage is NOT considered fair wear and tear. Tenant is expected to carefully supervise their moving agents and care for the Apt. and property as if it were their own.

p. Decorating and Remodeling. Aside from using small nails to mount framed pictures on walls, Tenant may not modify the walls, lighting and floors without the email or written permission of Lessor. In moderation, Tenant may use small nails to mount framed pictures on walls. At Landlord's discretion, Tenant is completely responsible for restoring/repainting walls (only with matching paint provided by Landlord) at the end of the lease (e.g., the simple procedure of spackle filling holes and repainting). Tenant shall return the Apt. to preexisting condition at the end of the Lease. To hang posters on the wall, Tenant shall not use any type of adhesive tape, which dry bonds to dry wall and requires Durbond patching, priming and painting to restore the wall; if small nails or tacks are not used, Tenant is only permitted to use adhesive "Blue Tack" (TM) putty that minimizes wall damage and marks. Decorating, if any, to be performed by Landlord shall not be a condition precedent to possession or payment of Rent. Any additional hardware (such as towel racks), fixtures and other improvements installed by either Lessor or Tenant during the Lease Term shall be Landlord's property and shall remain in the Apt. after Lease End Date, without compensation or credit to Tenant.

q. **To help keep carpeted apartments clean (especially those with expensive wall-to-wall carpet), Tenant will follow the house practice standard in Asia of removing shoes at the door. This simple sanitary practice will GREATLY simplify the task of maintaining a clean, tidy Apt. home.**

r. **Tenant leasing Apt. with carpet shall own and use a good vacuum cleaner at least once per month.** Tenant agrees to take very good care of the carpet as if they owned it. Tenant shall pay the costs of having carpet floors and stairs in the Apt. professionally steam cleaned either whenever a cotenant moves out or once per year or at the end of the lease, whichever ever comes first (e.g., ~ \$30/room). All Apt. carpet will be professionally cleaned at Lease End Date.

s. **Cleaning Services.** Lessor can provide the names and phone numbers of reasonably-priced and proven cleaning ladies who have been used by other tenants (e.g., only ~\$1/day/month for a 3BR apt. at \$45/cleaning cleaned twice per month). Landlord strongly encourages, but does not require Tenant to use monthly or bimonthly professional cleaning service.

t. Up to twice per year, Lessor and Property Manager may do safety and preventive maintenance inspections of the Apt. (e.g., check for running/leaking toilets, check below sinks for water leaks, change furnace filters, adjust and lubricate door lock sets and doors, etc). With as little as 48-hours notice (no notice in case of emergency), Lessor has option to enter the Apt. to inspect for safety, general maintenance and Lease compliance.

u. Timely replacement and maintenance of all light bulbs and fixtures--which operate on Tenant's electric meter and only on Tenant's electric meter--is Tenant's responsibility, including Tenant's Front & Rear Porch & Stairs & thermostat batteries. Landlord is not responsible for buying and installing new light bulb's in Tenant's apartment or in Tenant's Front and Rear Porches and Stairs. If Tenant fails to replace burned out light bulbs with the appropriate type of working replacement bulb and for life, safety and security reasons, Landlord may replace light bulbs and charge Tenant—in the form of additional Rent—the light bulb material cost plus labor (at \$20/hr) to shop for, buy and install the correct type of working replacement light bulbs/fixtures. **Tenant will only use 60-watt or lower incandescent light bulbs in the white 5-blade 2-bulb ceiling fan lights** and as per Hampton Bay manufacturer's safety recommendations. Tenant understand and accepts that light bulbs with more than 60-watts will melt and damage ceiling fan light fixtures, which could result in fire and the cost of such damages or repairs would be Tenant's responsibility.

v. **Tenant's Responsibility To Clear Snow and Clean Selected Common Areas.** Leasing in one of Landlord's small walk up apartment homes is comparable to renting a single family house (where tenant usually maintains the entire property) and different than leasing an apartment in a much larger high rise or walk up court yard apartment building. Accordingly, all tenants are responsible for keeping clean—of snow, ice, leaves and trash--the front and rear exterior sidewalk and steps/porch to their apartment.

[1] First Floor residents are responsible for picking up the trash and junk mail that tends to collect on the Front Porch and keeping Front Exterior Wall and porch/hand railing clean of snow, ice, leaves and trash.

[2] #1B Garden Apartment Tenant is responsible for cleaning the Rear Basement Hallway and Laundry Room and keeping clean—of snow, ice, leaves and trash—Rear Porch/Stairs, Sidewalk and Patio going out to the Rear Alley.

[3] The 1006GP Coach House Tenant is responsible for keeping clean—of snow, ice, leaves and trash-- Front Coach House Sidewalk, plus sidewalk going out to the Rear Alley and Rear Patio and Sidewalk going out to the 1008GP Rear Basement Laundry Room Door.

[4] Second Floor Tenant is responsible for both the Rear Stairwell and the entire interior stair well leading up to the Top--2nd or 3rd—Floor:

[a] 1008GP2A Tenant is responsible for Rear 1008GP Interior Stairwell and Rear Exterior Stairs, Landings, Exterior Steps;

[b] 1026GP2R and 1026GP3R residents are responsible for keeping clean—of snow, ice, leaves and trash—the entire Rear Exterior Stairs, Porch Landings, Steps and two-foot-wide Passageway between 1026GP Garage and Rear Stairs;

[c] 1103GP2 Tenant is responsible for keeping clean—of snow, ice, leaves and trash—of the entire East Interior 3-story Stairwell).

[5] 3rd Floor Tenant is generally responsible for keeping clean—of snow, ie, leaves and trash—all interior and exterior stairs and passageways leading to both Front and Rear Entrances; that is

[a] 1026GP2R and 1026GP3R residents share responsibility for keeping clean—of snow, ice, leaves and trash—the entire Rear Exterior Stairs, Porch Landings, Steps and two-foot-wide Passageway between 1026GP Garage and Rear Stairs;

[b] 1026GP3RL Tenant is responsible for keeping clean—of snow, ice, leaves and trash—the entire two-story two sets of stairs—both exterior and interior—leading up the Third Floor 3RL Interior Door; 1103GP3 3rd Floor Tenant is responsible for keeping clean—of snow, ice, leaves and trash—the entire North 3-story set of stairs.

[c] 1103GP3 Tenant is responsible for keeping clean—of snow, ice, leaves and trash—of the entire North Exterior 3-story Stairs and first three-feet around base of Stairs.

8. Noise Control: Loud Music, Partying and Disturbing Neighbors Is Strictly Prohibited. It definitely is not permitted for tenants and their guests to disturb neighbors. "Disturbed" is defined as the following: if a neighbor can hear you and your activities become a source of complaint. By signing this Lease, Tenant understands and agrees that all of the other tenant residents at the property are people who require a very quiet environment (e.g., serious students, doctors, scientists or working professionals). **ACCORDINGLY, TENANT SHALL ENSURE THAT THE VOLUME OF MUSIC, TV'S AND ALL OTHER NOISE SHALL NOT BE HEARD BY ANY OTHER NEIGHBORING TENANTS.** Tenant is prohibited from hosting parties in the Apt. or on the property with more than 10 people without first getting Robert Taylor's permission. Note, large social gatherings, such as graduation parties, may be permitted, but only by coordinating through Lessor to ensure that neighbors have received proper warning and consideration. **Tenant shall immediately comply with all requests from neighbors to turn down the volume of music or reduce noise levels.** Tenant understands that this is an important term of this lease and agrees to fully comply. **Lessor always encourages tenants to work out and resolve problems amongst themselves.** The City of Evanston has a very strict Disturbing The Peace Ordinance. Tenants will pay any fines if they are cited by the Police for Disturbing The Peace. Property Manager Landlord may charge Tenant \$100/incident—in the form of additional Rent—for breaches of this important Lease term. 1008GP1A/B and 1103GP1A/B residents who share forced air heat/duct system know sound travels through the ductwork, which makes it especially important that these residents live quietly to prevent disturbing their neighbors.

9. Absolutely No Guns or Illegal Drugs Are Permitted In The Apt. Or On The Property. Tenant agrees to keep the Apt. and property a "gun-and-narcotics-free zone;" that is, Tenant and Tenant's guests will never have or use a gun (with or without bullet ammunition), explosives and any type of illegal drug or narcotics product or permit use of same either in the Apt. or on the property (e.g., this includes Marijuana/Grass, Cocaine, LSD and Amphetamines). **Violation of this clause will be immediate grounds for Lessor to cancel this lease and evict Tenant with forfeit of Security Deposit and any interest that may be due.**

10. Smoke Free Property: No Smoking, Candles, Incense & Electric or Kerosene Heaters.

a. Every year thousands of people are hurt and killed, plus billions of dollars in property damage result, from accidental fires caused by unattended burning candles in apartments. For the safety of all tenants and with the exception of birthday candles, Tenant is strictly prohibited from using fire candles, incense and Kerosene heaters in bedrooms (esp. near bedding), kitchen, living rooms, and anywhere else on the property – especially near other flammable materials.

b. Tenant will never smoke any type of tobacco product or permit use of same **in the Apt. and any other indoor or outdoor area of the Property.** The mere presence of any type or quantity of tobacco in the Apt. is a breach of this important lease clause. After one written emailed warnings from Lessor, Lessor may-- at Lessor's discretion--charge Tenant an additional \$10/day in rent for willful breach of this Lease clause. Three "Strikes" Clause; any violation of this No Smoking Clause, after two emailed or written warnings from Lessor, is grounds for Lessor to immediately cancel Lease and evict Tenant with Tenant's forfeiture of Security Deposit and accrued Interest. Landlord attracts tenants who want and expect to live in a tobacco free environment. Landlord is committed to honoring this important term of the Lease.

11. Notice of Planned Maintenance and Remodeling Construction Work.

a. Tenant recognizes that Landlord Property Manager and Property Owner have the right and responsibility to perform periodic maintenance work, much of which is noisy, dusty and often inconveniences tenants. Tenant has been notified of Lessor's plans to do the below-listed maintenance and remodeling work. Tenant understands that much if not all of this work would be noisy, dusty and will most likely entail inconvenience to Tenant. Tenant understands that some of this rehab work will probably require Landlord to gain access to and through the Apt. on a regular basis. This inconvenience would probably include, at times, limiting access of cars into the parking areas (e.g., for delivery or removal of materials). Tenant understands that all work and other activities on the entire property is subject to Evanston regulations and laws, which can and would override any part of this Lease. Therefore, Tenant is not assuming that the Lessor's planned improvements to the property will in fact take place. Though no guarantee is given, Landlord Property Manager Lessor agrees to try their best to limit said work to Mondays through Saturdays (generally no work on Sundays) between 8AM until approximately sunset or 7:30PM which ever is later: _____

b. **1008 Garnett Place.** At some point as early as spring of 2006, Tenant understands that Landlord Owner Property Manager may—at Landlord's complete discretion--tear off the old-three layer shingle roof, remove and rebuild new wood framing of the entire 3rd Floor of 1008GP, convert the attic into a finished living area—that includes a balcony—and install a new roof with skylights. This project would entail extensive, noisy and dusty construction work over a period of approx. six-months.

c. **1026 Garnett Place.** As early as Aug. of 2005, Landlord may—at Landlord's complete discretion—install patio paver bricks or concrete pave front driveway and sidewalks. All such work would entail noisy and dusty construction work and possible significant inconvenience to tenants (e.g., #1F tenants would need to temporarily park their cars on the street until project completed).

d. **1916-1918 Maple Ave.** From Sep. 2004 until completion expected in sometime as late as end of 2007, Tenant understands and accepts as fair (part of steeply discounted rent, short-term Lease Term and other below-market rate Lease terms) that Landlord/Owner/Property Manager will be completing the "gut remodeling" of the entire 1916-1918MA buildings and property, that will entail extensive, noisy and dusty construction work over a period of 6-12-months and which shall include—and not be limited to—the following: installing new water/sewer service (requiring extensive underground digging); other extensive digging landscaping, concrete and structural work; extensive demolition work requiring the use of 20 to 30-cubic-yard dumpsters; upgrading and replacing electric work; installing new furnaces, hot water heaters, replacement windows, kitchens, bathrooms, walls, assorted floor treatments; new plumbing and gas pipes; new roof deck, exterior stairs and vinyl siding; etc.

12. Lessor Indemnification and Tenant Waiver Clause.

a. Tenant agrees to assume full responsibility for their safe use, as well as that of any and all guests, of the Apt. and all property common areas. Tenant agrees to hold Lessor, Landlord, Property Manager and Property Owner completely harmless of any responsibility or liability resulting from accidents, theft or vandalism in the Apt. or on the premises of the Property. For example, Tenants have fully inspected and fully recognize any potential safety hazards (such as all types of stairs, ladders, doorway thresholds between carpet and hard floor, low-ceiling sections, ceiling fans). Tenant and all lease co-signers agree to hold Lessor completely and absolutely harmless for any head or other injuries which may be suffered by Tenants or guests of Tenants. Lessor is not responsible for any injury that might be caused to persons slipping or falling down any of the interior or exterior stairs or steps, even if said stairs, steps and walking surfaces are covered with snow or ice. Tenants agree to hold Landlord completely and absolutely harmless for any and all injuries that may result from any person falling down or tripping on the property.

b. Tenants are aware that the City of Evanston has an Ordinance prohibiting more than three unrelated tenants to live and reside in any rental dwelling, regardless of the size of the rental unit. Tenant promises Lessor that any cotenants—more than three—who may be living in the Apt. are relatives (such as cousins) of the other co-tenants. Every two to four-years, the City of Evanston Property Standards Division, conducts scheduled inspections of all apartments and rental dwellings in Evanston. All below-signed cotenants understand that it is quite possible the City of Evanston will do a scheduled inspection of the Apt. during this Lease. Tenant understands and agrees that, if Tenant is found to have more than three unrelated cotenants, Tenant would be required to bring the apartment into compliance (i.e., tenants might be required to have one or more person move out to ensure that no more than three unrelated people are living in the Apt. and such compliance would not end or make void all other Lease terms). Such formal inspections by the City of Evanston should only happen after Tenant is given at least seven-days written notice (most likely more than two or three-weeks notice), with both the date and exact time of the scheduled City Inspection understood by ALCON. Tenant should have plenty of planning time to ensure that any extra people (who are more than the permitted three unrelated people who might be accidentally living in the apartment and their personal property) would not be present at the time of the short, ~15-minute Inspection. Such an Inspection would only be done if the City Inspector were escorted by Lessor or Owner's Agent.

c. Tenant shall hold Lessor harmless from any and all liability under the IL Liquor Control Act of 1934 as amended arising out of the use of consumption of alcoholic liquors in the Apt. or on the premises.

d. Tenant waives all claims against Landlord Lessor and Property Owner for all damages and injuries to Tenant's property (in the Apt., stored on premises outside Apt. including in Bike, Storage and Laundry Rooms), body and "emotional distress" which may be caused by—but not limited to--acts of God, water damage of all types, caused by other tenants or any other person or weather condition. If water pipes freeze and break, for any reason, Lessor is not responsible for damages to Tenant's property. Tenants should carry their own Renter's Insurance.

13. Tenant's Promise Full Cooperation With Apartment Showings & Cleaning/Maintenance Preparation For Showings.

a. Given the highly seasonal demand for apartments near Northwestern University (i.e., most students shop for apartments in the spring for the following school year), Lessor and Lessor's agent have the right during the period starting six months prior to the end of this lease (e.g., on March 1) to show the Apt. to prospective tenants or buyers and to conduct, at Landlord's discretion, repairs or alterations as Landlord deems necessary.

Landlord's Initials: _____ Tenants' Initials: _____, _____, _____, _____, _____, _____

b. In addition to Tenant's responsibility to keep Apartment in a continuously clean, tidy and sanitary condition, Tenant agrees to **cooperate fully both** in allowing access *and* in showing the Apt. seven-days/week and at reasonable times between 9:00 AM and 8:00 PM. Tenant agrees to **cooperate fully** with the time-consuming process of scheduling and showing the Apt. to either prospective buyers or new tenants, to include promptly—within 12-hours--returning voicemails and emails from both prospective tenants/buyers and showing the basement storage area and common area Bike and Laundry Rooms.

c. Showings will only be conducted if the prospective tenants/buyers are accompanied by either Tenant, Lessor or Lessor's Agent or Maintenance Man. At no time, will keys to the Apt. be given to prospective tenants/buyers. Tenant agrees to **cooperate fully** by returning—within 12-hours-- the phone calls and emails of prospective tenants who have been referred to Tenant by Landlord and to **cooperate fully** with showing apartment to prospective tenants—who have been prescreened or referred by Landlord—without the presence of Property Manager Landlord or Owner.

d. Tenant hereby authorizes Lessor to release Tenant's home and work phone number(s) and email addresses to prospective tenants/buyers for the purpose of allowing prospective tenants/buyers to call Tenant to schedule a date and time when Tenant will conduct unaccompanied (i.e., without Landlord or Agent presence) showings of the Apt. and property.

e. Lessor and Lessor's Property Manager will try to give Tenant as much advance notice as is reasonably possible of scheduled showings.

f. Notice of Showings. Unless impracticable or in case of an emergency, Lessor Property Manager will give Tenant 36-48 hours notice—via email, phone or VM—of the date, approximate time of entry and purpose. Email notice shall suffice as proper notice, thus it's incumbent on Tenant to read their email, especially during the spring and summer leasing season. Per Chicago Board of Realtors Form 15 Lease Section 11. re "Access", "...At any time within 90 days prior to the end of the Term hereof, after a single general notice, Lessor may as often as necessary show the Apartment for rent between the hours of 9 AM and 8 PM on not less than 15-minute specific notice if Tenant or other person is in the Apartment, without limitation as to days...."

g. Lessor/Landlord/Owner reserves the right for Lessor/Landlord/Owner or the Lessor's Property Manager, Maintenance Man or Agent to both show the apartment or unit and perform necessary maintenance/cleaning **when the Tenant is not on the premises**. It is **not** necessary for one of the residing tenants to be home for showings to be conducted. If tenant is **not** home when a showing is to be conducted, Property Manager/Agent/Landlord/Owner will use his or her key to enter the apartment/unit, conduct the showing and lockup/secure the apartment upon leaving.

h. At Lessor's complete discretion, a "FOR RENT" sign or other signage (e.g., "FOR SALE") may be placed in the front living room window, porch or yard.

i. By their signatures below, tenant(s) certify that they have read, understand and accept as reasonable and fair all of the above terms of agreement for Access to Apartment/Unit:

X _____ Date: _____ X _____ Date: _____ X _____ Date: _____
X _____ Date: _____ X _____ Date: _____ X _____ Date: _____

14. **Subletting.**

a. Landlord Lessor agrees to let Tenant sublet the Apt., provided Tenant pays the costs of and handles all advertising (e.g., orders ads and pays costs of classified advertising), does preliminary screening and pays the \$200 Sublet Fee per each individual subletter, in the form of additional Rent -- this is in addition to the nonrefundable \$50 Application Fee.

b. Landlord Property Manager Lessor agrees to help Tenant or Tenant's agent finalize a sublet lease.

c. **Illegal Sublet:** Only Short-term Nonpaying Guests of Less Than one-week Are Permitted Without Landlord Authorization. Tenant is **strictly prohibited** from entering into any type of sublet agreement or letting anyone--other than the below-signed cotenants--live in the Apt. for either more than seven unpaid nights/month. No boarders or overnight commercial "guests;" under no circumstances may Tenant accept money or payment of any kind in exchange for allowing someone to stay in apartment, without Lessor's written permission. Violation of this Lease Clause is a serious breach of Lease and is a type of trespassing that results in unfair water/sewer charges to Landlord and extra wear on the property. Violation of this Sublet Clause will entitle Lessor to both ten-dollars more per day in additional Rent for every day that an illegal subletter occupies the Apt. without Lessor's permission (and regardless if cotenants are "home" or not), plus Tenant shall sacrifices all 2% interest on Security Deposit. It is not permitted for cotenant to let other people use their apartment while cotenant is out of town because this is the equivalent of a short-term sublet.

15. **Use Of Premises.** Rent includes use of both the nearby coin operated Laundry Room and rear indoor bike parking area on a first come first serve, space available basis. Tenant shall occupy and use the Apt. and premises only as a private residence and for no other purpose. Tenant is prohibited from conducting any trade, profession, business, school, course of instruction, or entertainment on the premises without Landlord's written permission. This especially forbids, but is not limited to the following: keeping roomers, lodgers and boarders (an Illegal Sublet); operating a day-care center of any type; doing any type of massage or body work for pay; teaching any type of musical instrument, vocal music, dramatics, dancing, painting, or sculpture; consulting with or examining clients or patients; selling, reselling, or trading goods (the sale or barter of merchandise); grooming or training animals; conducting maintenance of any type on cars and motorcycles (e.g., changing motor oil); and performing or speaking for audiences. Violations of this Lease Clause is a serious breach of Lease, for which Landlord Lessor may receive compensation as outlined in 14.c.

16. **Off Street Parking Leased Separately.** The Apt. rent does NOT include the use of any off street parking, unless noted and initialed below by Lessor. Any tenant's use of parking places shall be only after signing a separate parking lease form. **Violators will be towed at the expense of unauthorized vehicle owner.**

17. **Tenant Prohibited From Changing Landlord's Assorted Garbage Hauling, Cable TV, Maintenance and Other Utility Accounts.** For example, Tenants will never call the AT&T Cable TV Company without both first notifying Landlord and working through Landlord (e.g., to upgrade cable TV service or request a cable TV repairman to "fix" a cable TV reception problem). The AT&T Cable TV account that provides the cable TV service to apartment is in the Landlord's name and the Landlord pays the cable TV bills. Thus, it is a breach of this lease for tenants to bypass Landlord and communicate directly with the Cable TV Co. on anything related to the cable TV service; Tenants should never get directly involved in anyway with the cable TV accounts without first notifying Landlord and working only through the Landlord. Tenants shall reimburse Landlord for any and all costs resulting from Tenant's unauthorized changes to either the Cable TV service or Cable TV maintenance repair orders (e.g., if Tenant orders the activation of a movie channel or inactivates cable service, Tenant will pay all Service Inactivation or Reactivation Services charges, plus a \$50 per channel charge to compensate Landlord for wasted time calling or meeting with representatives from the assorted cable/utility companies). If Tenant unwittingly calls and changes Landlord's utility account (e.g., such as the AT&T Cable TV Account), Tenant will pay a \$50 penalty in the form of Apt. Rent (to compensate Landlord for the time wasted to call and mess around with correcting the account problem), plus a \$60/month charge—in the form of Apt. Rent—for the time Tenant may have dorked up Landlord's utility account.

18. **Conditions Landlord's Extended Right To Access Tenant's Credit History & Report Tenant's Breach of Lease To Credit Bureaus.** In the event of any legal action by Lessor against Tenant(s) in regard to collection of rent, lease enforcement or any other matter pertaining to the Lease, Tenant hereby grants Lessor extended permission for obtaining credit reports or conducting further investigations until such time as the legal action is concluded, lease completed, and any judgments satisfied.

19. **Tenant Takes Occupancy "As Is."** Tenant takes occupancy of apartment in as-is condition unless specified otherwise in below "Property Inventory & Maintenance Inspection" Section.

Landlord's Initials: _____ Tenants' Initials: _____, _____, _____, _____, _____, _____

20. Federally Mandated Lead Disclosure. Federal legislation requires Lessors of buildings constructed before 1978 to give information to tenants about the known presence and/or hazards of lead-based paint and other lead on the property. By their signature below, cotenants acknowledge Lessor notified them that the property is an old building and probably does contain some lead paint, most of which is buried and "entombed" below layers of new nontoxic latex water-based paint. There may also be some lead paint and asbestos in other parts of the building (e.g., under the vinyl siding). By their signature below, Tenant acknowledges Lessor gave them a copy of the US Housing & Urban Development Pamphlet "Protect Your Family From Lead In Your Home" (dated May 1995).

21. Receipt of City Ordinance. By their signature below, Tenant certifies Lessor gave them a copy of "City of Evanston, Illinois Residential Landlord and Tenant Ordinance" (Dated Dec. 2000).

22. Landlord's "Tenant Match Making Policy."

a. Given the unusually seasonal nature of the rental market in Evanston near Northwestern University, Landlord provides—at Landlord's discretion—the following matchmaking service. Every spring and summer, Landlord is contacted by hundreds of prospective tenants most of whom generally prefer to rent one-bedroom or studio efficiency apartments to have more privacy. But many of these prospective tenants cannot afford to pay the expensive Evanston rents and, because they are moving to Evanston from out of town, they do not know any friends or family members with whom they want to rent an Evanston apartment together. These same tenants are happy to save the \$250-\$400 each month in rent by sharing a multi-bedroom apartment with someone else, IF—and only IF—these prospective tenants can find good, *compatible* roommates.

b. Since 1995, Landlord has offered the "Tenant Match Making Policy" of permitting one or more "Approved" tenants—by Landlord after completing Credit/Rental Application—to rent an AHPMC apartment by simply paying their prorated share of the Security Deposit and prorated First Month's Rent. Then the new Tenant and Landlord/Property Manager agree, by their signature below, to work together—in good faith—to find one or more replacement tenants who are mutually acceptable to both Tenant and Landlord, "to fill out the Lease." That is, the new tenants must complete the same application, credit and landlord reference check as all AHPMC tenants. And the tenant(s) will be interviewed (either by phone or in person) by the approved cotenant(s) on the Lease. New cotenants will only be added to the Lease documents after both Tenant and Landlord approve of new tenant applicants; Landlord cannot foist upon cotenant(s) unwanted prospective tenants IAW the Subsection 22.c. below.

c. Landlord's One-month Limit: Landlord is willing to absorb up to one-month's lost prorated rent, after which Co-tenant(s) who have signed Lease are responsible for paying the full 100% agreed upon Apartment Rent Amount.

23. Property Inventory & Maintenance Move-in Inspection. Upon taking occupancy of the Apt., Tenant carefully inspected the Apartment. By their below signatures upon taking Possession of the Apt. keys, Tenant hereby certifies that the following appliances and property were present in the Apt. at time of occupancy. Unless otherwise documented in writing by both Tenant's and Lessor's dated signatures, Tenant assumes full responsibility for leaving the Apt. in the same **or better** condition upon vacating the property, less reasonable fair wear and tear (blank lines to be completed by Property Manager Landlord with at least one cotenant—representing the entire Tenant group PRIOR to moving into Apt.):

*1 gas four-burner stove and oven. Make: _____ Model: _____

*1 refrigerator Make: _____ Model: _____

* _____ florescent lights, located : _____

* _____ ~60-75 watt indoor flood lights for recessed can fixtures (e.g., basement)

* _____ ~60-75 watt indoor incandescent spot lights for recessed can fixtures

* _____ outdoor flood/spot lights tied to apt/unit electric meter or controlled by Tenant's interior light switches

* _____ battery operated smoke detector with charged battery, ceiling or wall mounted

* _____ sets of fully operational window blinds

*Asterisks indicates that Tenant certifies that they/he/she have tested this item and confirmed that it is in fully operational condition.

1 red fully charged fire extinguisher in the Kitchen

1 plastic City of Evanston Recycling Program Bin

1 blue plastic accordion toilet plunger

KEYS.* Number of keys issued to Tenant by Property Manager: _____ Apt. keys, _____ Laundry Room Keys;

other keys (please print and specify): _____

* Tenant shall not attach or install any locks or other similar devices to any door or window without Lessor Landlord's written consent. Violation of this clause will result in Landlord receiving an additional \$100/lock in Rent. Tenant is forbidden from making any unauthorized copies of any keys provided by Lessor Landlord.

Certification of Property Inventory & Maintenance Move-in Inspection:

(Only one cotenant's signature is required by should be signed by all resident tenants; Cosigners not required to sign)

The following Tenant's signatures certify the above inventory (to be signed only upon doing Move-in Inspection with Property Manager just before occupying the Apt.):

X _____ Date: _____ X _____ Date: _____ X _____ Date: _____
X _____ Date: _____ X _____ Date: _____ X _____ Date: _____

24. Move Out Cost Schedule.

a. Cleaning & Repair Charges. If prior to moving out Tenant does not clean the items listed below and fails to leave them in satisfactory working order, the following charges will be deducted, at Landlord's complete discretion, from Tenant's Security Deposit or owed to Landlord, in the form of additional Rent, if Security Deposit is insufficient to cover the charges. Tenant will be charged the listed amount for each instance in which a below-listed item must be cleaned or repaired. The listed prices are only average prices. If Landlord or Owner incur a higher cost for cleaning or repairing an item, Tenant is responsible for paying the higher cost. **Please note that this is not an all-inclusive list.** Tenant may be charged for cleaning or repairs that are not on the list but which fall within the purview Tenant's responsibilities prescribed in Lease. All of the following must be cleaned prior to Move Out Inspection and if not cleaned, Landlord will hire a professional cleaning service to do the work and make deductions of ~\$15-\$20/hr of cleaning work to clean the following areas: dust and dirt from all wall baseboards, door and window frames; the tops, insides and outsides of all cabinets, vanities, bureau's, desks, bookshelves and all other furniture, the tops and bottoms of all ceiling fans, lights (including removing the glass light fixture and cleaning the inside (which collect dead bugs and dirt) and outsides of all light fixtures and exhaust—bathroom and kitchen stove—fans; the insides of mirror bypass closet door tracks; ALL window blinds.

b. Kitchen Cleaning: Oven \$30; Stove Top or Hood \$20; Drip Pans \$10/each pan; Refrigerator/Freezer (must be defrosted upon Move Out) \$60; Dishwasher \$20; Sink/Countertop \$20; Cabinets/Cupboards \$60; Floor \$30.

c. Bathroom Cleaning: Shower \$25; Shower Door \$10; Toilet \$25; Bathtub \$40; Vanity/Sink \$20; Floor \$40.

Landlord's Initials: _____ Tenants' Initials: _____, _____, _____, _____, _____, _____

d. Miscellaneous: Windows (Tenant responsible for cleaning insides of all windows and hiring Landlord's Apple Sweet professional window cleaner to clean outsides of all windows, exterior window frames and screens) \$20 per exterior side of each window (Tenant does not have option to clean outside of apartment windows; Tenant is prohibited from cleaning the outsides of any windows with bottom window height of more than four-feet; Ceiling Fan with 2-Light Fixture \$30/fixture; Light Fixture (includes removing, cleaning, drying and reinstalling light cover) \$20/Fixture; Carpets (every time a residing tenant moves out or at the end of a one-year lease term which ever comes earlier, Tenant is responsible for having all apartment carpeting and floor mats professionally steam cleaned) \$20/room; Carpet Repairs (\$150); Trash Removal \$90; Wallpaper Removal \$100; Repair Hole & Damaged Walls \$40 Per Room; Painting \$75 Per Room; Clean or Rebuff/Polish Wood Floors \$80 Per Room; Fireplace \$100.

e. Replacement Charges. If any items are missing or damaged upon a tenant move out, tenant will be charged for replacing the item, plus the time and labor--at \$20/hour--involved to shop for and buy the item. A representative list of replacement charges is listed below with average prices. If Owner/Landlord incurs a higher cost for replacing an items, tenant will be responsible for paying the higher costs. **Please note this is not an all-inclusive list.** Tenant may be charged for the replacement of items which are not on the list but which fall within the purview Tenant's responsibilities prescribed in Lease: Replacement of Broken or Cracked Glass Windows \$200; Sliding Balcony or Patio Glass Doors \$250/Door; Window Screens \$120; Patio Door Screens \$150; Mailbox Keys \$40; Door Keys \$30; Fire Extinguisher \$50; Ice Trays \$6; Refrigerator Shelf or Drawer \$60; Garbage Disposal \$175; Doors \$200; Ceiling Fan With 2-Light Fixture \$250; Light Fixture \$80; Bathroom Exhaust Fan/Light \$200; Light Bulbs \$5/bulb plus \$5 Labor; Laminate Countertop \$200-\$500; Bathroom or Door Mirrors \$100; Glass Fireplace Cover \$250; Window Blind \$50; Red plastic City of Evanston Recycling Program Bin \$40 (which can only be obtained by Landlord going to City Hall).

f. The below-signed tenant(s) have read and agree to the above Move Out Cost Schedule, instructions and procedures and agree to be liable to Owner/Landlord for the cost of such cleaning, repair or replacement of soiled, damaged or missing items as Owner/Landlord may perform for the above-described charges, and that the charges set forth in this schedule are not unreasonable charges for the work or items described herein

(Cotenants' Legible Signatures & Date of Signatures):

X _____ Date: _____ X _____ Date: _____ X _____ Date: _____
 X _____ Date: _____ X _____ Date: _____ X _____ Date: _____

25. **Lease Contingencies.** At the discretion of Lessor or Robert P. Taylor, this Lease is contingent upon all tenants having a favorable credit history or at least one responsible and credit-worthy parent or American adult co-sign the Lease by completing and returning the below "Cosigner To Lease" Form along with a photo copy of the cosigner's driver's license or some other type of photo identification. At Landlord's discretion, adding any new Tenants or subletters to this lease is contingent upon Lessor paying the \$50 nonrefundable Application Fee and completing favorable processing of the one-page NCS Credit/Rental Application Form.

26. **Subordination.** Lessor's title is and always shall be paramount to the title of Tenant. Tenant shall not do any act which shall or may encumber or cloud Lessor's title. If Tenant voluntarily or involuntarily causes or is responsible for any claim, lien or cloud upon Lessor's title, Lessor may, at Lessor's sole option, take such steps and lay out such monies as may be necessary promptly to discharge any claim or remove any such lien or cloud, and Tenant will pay to Lessor upon demand all monies laid out by Lessor in such undertaking, including Lessor's costs and expenses.

27. **Eminent Domain.** If the Building, Property or any part thereof shall be taken or condemned by a competent authority for any public use, including any Zoning Dispute with the City of Evanston, the Term of this lease shall, at the option of the Lessor or the condemning authority be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose and Lessor shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as a result of said termination.

28. **Other Lease Terms With All Other Parts of Lease Remaining Fully In Effect.**

In witness whereof and agreement hereto, the parties sign this lease the date and year first above written and acknowledge receipt of a copy of all related documents.

X _____ Date: _____
Lessor: At Home Property Management Company, LLC
Only As President or Property Manager or
Only As Contracted Property Manager

X _____ Date: _____ X _____ Date: _____
Cotenant #1 (Print): _____ **Cotenant #4 (Print):** _____

X _____ Date: _____ X _____ Date: _____
Cotenant #2 (Print): _____ **Cotenant #5 (Print):** _____

X _____ Date: _____ X _____ Date: _____
Cotenant #3 (Print): _____ **Cotenant #6 (Print):** _____