

# APARTMENT LEASE

Aug 04

LEASE DATE	TERM BEGINS	TERM ENDS	MONTHLY RENT	DEPOSIT

TENANT:

LANDLORD:

**Hillco Realty Management, Inc.**  
Post Office Box 608 Highland Park, IL 60035  
Phone: (847) 831-1045 Fax: (847) 631-0768  
Email: Info@HillcoRealty.Com

(TENANT)

(TENANT)

(LANDLORD)

In consideration of the mutual agreements and covenants stated herein, Landlord leases to Tenant, and Tenant leases from Landlord, solely for the hereinafter stated purposes, the premises designated above (the "Premises") together with the appurtenances thereto, for the above designated Lease Term:

1. RENT: Tenant shall pay to the Landlord the monthly rent set forth above on or before the first day of each and every month in advance at Landlord's address stated above or such other address Landlord may designate in writing. The time of each and every payment is of the essence and the obligation to pay rent is an independent covenant and cannot be deducted or set off.

2. LATE CHARGES: Rent not fully received by Landlord by the 3<sup>rd</sup> day of the month shall be increased \$25 plus a further \$5 per day thereafter until fully received. Rent shall be considered received, if mailed, on the date of receipt.

3. SECURITY DEPOSIT: Tenant has deposited with Landlord the security deposit as set forth above, to be retained by Landlord to ensure that Tenant shall fully perform each and every term and obligation provided in this Lease. If Tenant fully performs each and every obligation as provided in this lease and pays all sums due to Landlord, then Landlord, after the Tenant has surrendered possession of the premises and has delivered the keys thereto, shall refund said deposit to Tenant, including interest if any is required by law. If Tenant has failed to perform or comply with any of the provisions in this Lease, then Landlord shall deduct any damages from the security deposit. The security deposit shall not be treated as an advance payment of rent, and Tenant may not apply the security deposit as rent.

4. POSSESSION: If Landlord cannot give Tenant possession on the Term Begins date indicated above, this Lease shall remain in full force and effect, and Landlord shall not be liable except that the rent shall be abated until such time as the premises are available for Tenant's occupancy.

5. APPLICATION: The Tenant's application and all the representations contained therein are incorporated as part of this Lease. Tenant warrants that all the information contained in the application is true. If any of said information is false, Landlord may terminate this Lease.

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

7. TENANT TO MAINTAIN: Tenant shall, at Tenants expense, keep the premises and the fixtures and appliances therein in a clean, sightly and healthy condition, in good repair, and in accordance with any and all municipal ordinances. Upon the termination of this lease, for any reason, Tenant shall yield and return the same back to Landlord in as good condition of cleanliness and repair as at the date Tenant took possession of the premises, reasonable wear and tear excepted. Tenant shall make all necessary repairs to the premises whenever damage to the same has occurred or repairs are required, and shall replace all burnt light bulbs, broken glass and fixtures. Landlord shall rod drains requiring service as Tenant may request within 30 days of Tenants occupancy. Thereafter Tenant shall be responsible for drain rodding and shall reimburse Landlord for rodding services requested of Landlord. If Tenant does not keep the premises in good repair and in a clean, sightly and healthy condition, Landlord or his agents may enter the same and may replace the premises in the same condition of repair, sightliness and cleanliness as existed at the date Tenant took possession of the premises and Tenant agrees to pay Landlord for all expenses incurred by Landlord in replacing the premises in that condition. Tenant shall not cause or permit any waste, misuse or neglect to occur to the water, gas, electricity, utilities, or any other portion of the premises.

8. USE OF PREMISES: The premises shall be occupied solely for residential purposes and only by Tenant and those persons, if any, listed as occupants in the Application for the Lease. Neither Tenant nor any persons residing with or visiting Tenant shall suffer, perform, or permit any act or practice that may damage the reputation of the building or be injurious to the building and operation thereof, or be disturbing to other tenants, be illegal, immoral, or increase the rate of insurance on the building. Tenant shall be responsible, indemnify and hold Landlord harmless for the conduct and injuries caused or incurred by all persons residing with or visiting Tenant.

9. SUBLET OR ASSIGNMENT: Tenant shall not assign this Lease or sublet the premises or any part thereof without the prior written consent of Landlord. Sublets or early lease termination are subject to the fee's set forth herein. Payment of said fees does not change Tenant's lease obligations.

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

11. LIMITATION OF LIABILITY: Neither Landlord nor its agents shall be liable to Tenant or Tenant's invitees for damages or injury incurred by virtue of failures to

keep the premises, building and common areas in good repair, or caused by water, ice, frost, plumbing, gas, furnishings or equipment located in, above, upon, or about said premises nor for acts or neglect of other occupants of the premises, persons on the premises, or neighboring property. Landlord shall have no duty to protect Tenant from acts of other persons and Tenant agrees to indemnify and hold Landlord and its agents harmless from actions for damages or injuries incurred by Tenants guests and invitees.

12. ACCESS: Tenant shall allow Landlord and its agents free access to the apartment at reasonable times, to exhibit, repair or inspect the same, and shall allow Landlord and its agents to display "For Rent" notices on the premises.

13. HEAT, WATER & UTILITIES: Landlord shall furnish hot and cold water and if heating is under the control of the Landlord, shall also furnish heat in reasonable amounts at reasonable hours from October 15th to April 15th, except when prevented by causes beyond Landlord's control or when the water and heating systems are being repaired. Tenant shall at all times maintain the temperature at a minimum of 55 degrees and shall be responsible for all damages resulting from the failure to do so. Tenant shall arrange and pay for any utilities separately metered to the Premises.

14. RIGHT TO RELET: If Tenant shall remove a substantial portion of his personal property or otherwise abandon or vacate the Premises, Landlord may immediately relet the Premises upon terms as Landlord deems practicable; or if the Premises become vacant by reason of Tenant's breach, or if this Lease has been terminated by reason of Tenant's breach, or if Tenant has been evicted, Landlord may relet the Premises, and Tenant shall be liable and pay for any and all expenses of reletting and losses to the end of the Lease term. Tenant's obligation to pay rent during the Lease term or any extension thereof shall continue and shall not be waived, released or terminated by the service of a five-day notice, demand for possession, notice of termination of tenancy, the institution of any action of forcible detainer or ejection or any judgment for possession, or any other act resulting in the termination of Tenant's right of possession.

15. FORCIBLE DETAINER AND WAIVER OF NOTICE: If Tenant defaults in the payment of rent or any part thereof, Landlord may distrain for rent and shall have a lien on Tenant's property for all moneys due Landlord. If Tenant defaults in the performance of any of the covenants or agreements herein contained, Landlord or its agents, at its option, may terminate this Lease, and, if abandoned or vacated, may re-enter the premises. Tenant hereby waives all notice of any election by Landlord hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demands which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant. Nonperformance of any of Tenant's obligations shall, without notice constitute a default and forfeiture of this Lease, and Landlord's failure to take action on account of Tenant's default shall not constitute a waiver of said default.

16. NOTICES: Landlord or his agent may serve a demand or notice by delivering a copy to the Tenant, or by leaving the same with a person above the age of twelve years, residing on or in possession of the premises; or by sending a copy of said notice to the Tenant by certified mail, by hand delivery, or by posting the same on Tenant's door to the Premises if no one answers the door. Tenant may serve a demand or notice to Landlord by hand delivery to a Corporate Officer of Landlord or by certified mail, return receipt requested.

17. FIRE AND CASUALTY: If the premises shall be rendered untenable by fire or by other casualty, Landlord may, at its option, terminate this Lease or repair said premises within sixty days. In the event the building has been completely destroyed or Landlord does not within said sixty days repair the premises, then this Lease shall be terminated.

18. DISHONOR: In the event that Tenant's rental payment is dishonored when negotiated by Landlord or its agents, Landlord shall have no obligation to redeposit same, and reserves the right to demand that all future rental payments be made by money order or certified funds. Tenant shall pay Landlord the sum of \$25 as additional rent for each time any payment by Tenant to Landlord is dishonored.

19. SURRENDER OF PREMISES AND RETURN OF POSSESSION: At the termination of this Lease, by lapse of time or otherwise, Tenant shall yield up and surrender all keys, combinations, decals and garage door openers and immediate possession of Premises to Landlord. If Tenant fails to vacate the premises upon termination, Tenant shall pay a sum equal to double the amount of rent herein set forth as liquidated damages for the time that possession is withheld; and (A) Landlord may, by giving Tenant written notice thereof, elect to extend the Term of this Lease upon all the terms and conditions herein for One Year, but with a rental 20% greater than the previous years rental; or (B) If Landlord fails to provide written notice to Tenant of Landlord's election under (A) Tenant shall become a month-to-month tenant, upon all the terms and conditions contained herein. Tenant shall also compensate Landlord for any and all damages incurred by Landlord by virtue of Tenant's failure to vacate the Premises in accordance with

the terms of this lease. The payment or acceptance of rent after expiration of the lease shall not extend the Lease.

20. EMINENT DOMAIN: If the whole or a substantial portion of the Premises is condemned by any competent authority for any public use or purpose, this Lease shall be terminated and no compensation shall be payable to Tenant by Landlord and Tenant shall not be entitled to share in the award or compensation received by Landlord.

21. RENT AFTER BREACH: The payment or acceptance of rent after it becomes due, or after service of any notice or the commencement of a lawsuit, or after any judgment, or after knowledge of any breach by Tenant, or after expiration of this Lease, shall not extend this lease, nor waive or affect said notice, lawsuit, judgment, or the rights conferred therein to Landlord.

22. ADDITIONAL RENT: Tenant shall pay as additional rent all "Other Charges" and all costs, expenses and attorneys fees incurred or expended by Landlord due to Tenant's breach of the covenants and agreements of this Lease.

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

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

25. BINDING ON HEIRS: All covenants contained herein shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, assigns and successors.

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

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

28. STORAGE & INSURANCE: Landlord shall not be obligated to provide Tenant storage, nor shall Landlord be responsible for any loss or damage to property which may be placed in storage areas. Tenant forfeits all rights to articles in the apartment or storage areas after the expiration of the Lease term. Landlord is not an insurer of Tenant's property. Tenant shall carry sufficient insurance to insure all of Tenant's property located on Landlord's premises.

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

30. HOUSE RULES & CONFLICTS: Tenants shall observe and abide by the House Rules set forth in this Lease and agrees to be bound by and comply with any further reasonable House Rules as may be established by Landlord. Where there may be conflicting terms in the Lease, House Rules, Other Charges and Move-Out Rules subsections of this document, the first occurrence of the conflicting term shall prevail.

31. MODIFICATION: This lease (including the House Rules) may be altered or modified only in writing. Oral promises, statements or representations of either party are not binding.

32. PARKING: Only the number of vehicles listed in Tenants application may park on premises. If license plate numbers change, it is Tenants responsibility to notify Landlord in writing. Vehicles not properly registered are subject to towing without notice and at the vehicle owners expense.

33. AUTO RENEWAL, CONCESSIONS & OPTIONS: This lease shall be extended annually for a one year term unless, at least 30 days prior to expiration, (i) Landlord Advises Tenant, in writing, of different lease terms or (ii) Landlord receives Tenants written notice of non-renewal. Agreements to extend the lease term, for free rent and other concessions, if any, shall be forfeited without reinstatement if any Tenant default remains uncured for 10 days or more. All concessions and options must be in writing.

### HOUSE RULES

A. No pets or other animals may be allowed on the premises except with the Landlord's prior written consent, and then only subject to the conditions set forth in such consent. All animals must be leashed in any public areas of the premises. Tenant shall hold Landlord harmless for any injuries, illness or death to pets or persons resulting from Landlord's pest control or entering Tenants apartment. Landlord may require Tenant to arrange for pest control at Tenants expense. Tenant shall be solely responsible and shall hold Landlord harmless for any damages, injuries or illness caused by Tenants pets. Tenant shall pay Landlord a \$200 non-refundable pet fee whether or not pet is disclosed.

B. Tenant shall not install additional locks, security systems or similar devices or alter existing locks without Landlord's prior written consent.

### THIRD PARTY GUARANTEE

On the Lease Date first above written and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby jointly and severally guarantees the payment of rent and repairs and the performance by Tenant of all covenants and agreements of the above Lease. This Guarantee shall remain binding until the latter of the (i) expiration of the above Lease or (ii) 90 days after all Tenants that are party to the above Lease have vacated the apartment in good order.

C. Tenant shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the premises any inflammable fluids or materials which may be offensive or hazardous to life or property. Tenant shall not install or maintain an air conditioner, washer, dryer or dishwasher on the Premises without Landlord's prior written consent.

D. Hallways, stairways and elevators shall not be obstructed or used for any purpose other than ingress and egress from the Building. Tenant shall not place or store any items nor loiter or allow children to play or loiter in the common areas or hallways of the building.

E. No musical instrument, radio, or television, or other noises shall be made at any time that may disturb or annoy other occupants of the building. Operation of electrical devices which interfere with radio or television reception is not permitted. All moving and deliveries shall be through the rear entrance and stairway at hours designed by Landlord. Tenant is responsible for any damages resulting from moving or deliveries.

F. Tenant shall only cook in the kitchen and shall not barbecue on porches or balconies. The exterior side of blinds or drapes must be white. Unfinished window coverings such as beds sheets, paper or raw cloth are not permitted.

G. Washrooms shall not be used for any purpose other than that for which they are designed, and no rubbish, rags, feminine products or damaging items shall be placed in plumbing facilities or receptacles. Tenant shall conserve Landlord provided utilities and shall not waste or run water for unreasonable lengths of time.

H. Tenant shall not place nor permit any article, wire or antenna outside near windows, on exterior walls or on the roof and shall not throw or drop any article from windows or the roof. Tenant shall not place signs or advertisements near windows nor on any part of the Building or premises. All garbage shall be securely wrapped or bagged and placed in garbage containers.

I. Tenant shall not interfere in any manner with the heating or lighting or other fixtures in the building nor use extension cords or electrical appliances in violation of the Building Code. Tenant shall not walk on or place any item on any roof area of the building. Tenant shall not solicit, canvass nor conduct any door-to-door activities on the premises. Water beds are not permitted without Landlord's prior written consent.

### OTHER CHARGES

Rent payments should be mailed by Tenant to be received by Landlord on or before the first day of the month in which due. The following late charges apply for late payments, damages, replacements and repairs:

- I. \$50 for lost mailbox or apartment keys.
- II. \$25 plus \$5 per day for rent not received by the third of the month.
- III. \$25 per returned check, in addition to late fee's.
- IV. \$100 for each 5 day or other notice, action or appearance by Landlord, in addition to collection, court and legal costs.
- V. One months rent plus and collection costs if Tenant applies security deposit, or any portion thereof, to any rent due or to become due.
- VI. \$200.00 sublet processing fee. This does NOT change your lease term.

### MOVE-OUT RULES

Tenant shall vacate the apartment at least one day before the "Term Ends" date with the apartment, appliances and fixtures cleaned, carpets shampooed, hard floors waxed and all possessions removed from the premises and storage areas. Tenant should arrange to be present when Landlord inspects the premises by calling (847) 831-1045 to request a move-out appointment. Appointments should be scheduled during business hours and at least 2 business days before move out. The following charges may be deducted from Tenant's security deposit or otherwise owed to Landlord. Tenant will be responsible for actual cleaning or repair costs if higher. This list is not all-inclusive and there may be charges for items not on this list.

#### CLEANING:

Oven Cleaning	\$ 50	Shower/Tub	\$ 25	Blinds	\$ 25
Stove Top	25	Carpet Cleaning	150	Toilet	10
Refrigerator	40	Sinks & Tops	10	Wallpaper	30/Hr
Dishwasher	25	Cabinets	25	Painting	30/Hr
Microwave	10	Bath floors & Tile	25	Wall Holes	25
Cabinets & Tops	25	Trash Removal	100	Floor Wax	50

#### REPLACEMENTS:

Window Glass	\$ 75	Mirrors	\$75	AC Units	\$300
Patio Door Glass	200	Fire Extingr	50	Screen	50
Refrigerator Racks	50	Light Bulb	10	Screens	100
Mailbox Keys	50	Countertops	250	Microwave	200
Door Key	50	Interior Doors	100	Smokes	50
Garage Openers	80	Entrance Doors	300	Parking Tags	150