

Hinez Property Management, LLC.

HVAC and APPLIANCE ADDENDUM

This addendum is a part of the Lease Agreement dated: _____

THIS ADDENDUM is entered into by and between HINEZ PROPERTY MANAGEMENT, LLC. "Owner/Agent"
and _____, "TENANT"

Tenant is renting from Owner/Agent the premises located at:

_____ Unit # (if applicable) _____

This addendum shall be and is incorporated into the Rental Agreement/Lease between Owner/Agent and Resident.

1. **Illinois Law.** Tenant acknowledges that under Illinois law, landlord is not required to provide cooling of the premises, but only adequate heating during the Winter pursuant to Illinois Statutes.
2. **Maintenance and Use.** Tenant shall comply with Illinois Statutes. Tenant shall change all heating, ventilation, and air conditioning ("HVAC") filters no less than once every three month; shall keep all HVAC return vents and condensation drain line(s) clear and free from obstruction, including but not limited to, furniture and clothing; shall keep the condenser (common known as the outside unit) clear and free of grass, debris and other obstructions, including but not limited to keeping grass, weeds, leaves and limbs from blocking, accumulating and/or growing up or around the condenser unit. **Tenant will be responsible for seasonal cleaning charges of the HVAC system.**
3. **Drain Line.** Over time algae, mold, and mildew can build up inside the condensation drain line and form a clog, causing water to back up and overflow inside the air conditioner unit. To prevent this from happening, Tenant shall pour one cup of bleach in the access opening in the drain line near the AC unit to kill any algae, mold, or mildew that has formed in the pipe. Tenant shall ensure no bleach spills or causes bleaching of areas such as carpets. If Tenant requests Manager to provide assistance in this obligation, Tenant shall pay for Manager's time and costs in such assistance.
4. **Third Party Vendor.** All third party vendors must be approved by the Landlord/Landlord's Agent. If Tenant hires a third party vendor to perform Tenant's obligations herein, Tenant shall notify the Manager of such hiring within 48 hours after hiring. The vendor shall be licensed and insured. Manager may enact reasonable policies or procedures for the maintenance of the HVAC during the lease term.
5. **Landlord Maintenance.** If Tenant fails to comply with his or her obligations to maintain the HVAC unit or system, Manager may perform and/or employ services to ensure the HVAC unit or system is properly maintained and may charge the Tenant for the costs of such services as additional rent. Manager is, however, not required to perform Tenant's obligations.
6. **Prohibition.** Tenant shall not perform any act or omission to the HVAC system or unit that interferes with or damages the same and shall comply with Tenant's obligations here.
7. **Defects and Notice.** Tenant shall immediately notify Manager of any conditions or evidence that may indicate or suggest that the HVAC system is defective or malfunctioning.
8. **Seasonal Use.** Tenant acknowledges that during the seasons that are commonly hotter, such as the Summer, the HVAC shall be reasonably set at appropriate temperatures to prevent continual operation and that the HVAC's inability to keep the premises' interior at the Tenant's preferred temperature is not grounds for withholding rent or lease termination. Tenant agrees to utilize a present ceiling or portable fan or fans to help cool the premises' interior, at Tenant's expense. At all times, the Tenant shall use the HVAC reasonably and as recommended or required by the Manufacturer.
9. **Window A/C Unit.** If Tenant desires to install a window unit, Tenant shall notify Manager of the request, and if Manager provides a window unit at his or her discretion, Tenant shall execute any documents to receive the unit and comply its terms and conditions. If Tenant is permitted to install a window unit and Manager does not provide a window unit, Tenant must obtain prior permission from the Landlord regarding the type of unit and its proper installation.
10. **Default.** Tenant's failure to comply with this provision is a material violation of the lease agreement.
11. **Damages.** Tenant is responsible for any and all costs and damages, direct and consequential, of his or failure to comply with this addendum.

Tenant shall assume responsibility for care, minor repairs and maintenance. If appliances are equipped with manuals and/or warrantee papers, Tenant shall not lose or discard these documents, and will be responsible for their return. Repairs resulting less than \$125.00 shall be deemed minor repairs. Should Tenant neglect maintenance responsibilities, Owner or agent may assume them on Tenant's behalf and any expenses incurred by Owner in connection therewith shall be additional rent (added rent), payable to Owner on demand.

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If Tenant does not agree to be responsible for the appliances, but rather use his own, he may request that Owner's appliances be removed from the premises. All washer/dryer installations must be approved and authorized by Owner in writing. Tenant agrees to replace all water supply hoses to washing machine that show any signs of wear every year. Tenant also agrees to turn off water supply to washing machine when it is not in use. The parties have entered into this Agreement on the date first above stated, and acknowledge receipt of a copy hereof.

Tenant's Initials: _____ **FURNISHINGS AND APPLIANCES:** *The following appliances are supplied with the Premises: () Refrigerator, () Stove, () Microwave, (N/A) Dishwasher, () Washing Machine, () Dryer, (N/A) Other: **N/A.** Tenant shall assume responsibility for care, minor repairs and maintenance of each appliance and fixture in the Property. No additional equipment, refrigeration unit, freezing unit, air conditioning, or heating unit may be installed, operated, or used in any way without the express written consent of the Landlord/Owner.*

If appliances and fixtures are equipped with manuals and/or warrantee papers, Tenant shall not lose or discard these documents, and will be responsible for their return. A Tenant will be charged for the cost of repairs to an appliance or fixture broken, damaged, lack of proper care, or an act of negligence. Payment for the cost of repair(s) is due upon receipt of an invoice for cost of the repair(s) and part(s). Residents are responsible for reporting any operationally defective appliance or fixture immediately. Should Tenant neglect maintenance responsibilities, Landlord/Owner may assume them on Tenant's behalf and any expenses incurred by Landlord/Owner in connection therewith shall be additional rent (added rent), payable to Landlord/Owner on demand.

Other appliances may be included in the rental property that are the sole responsibility of the tenant to upkeep. The landlord will not be responsible for the upkeep of these appliances and does not warrant the condition of these appliances. The above rental payment specifically EXCLUDES any appliances other than the refrigerator and stove. Tenant's use of such furnishings and appliances shall be "AS-IS", and the Landlord has not made, does not make and hereby disclaims any representations or warranties (including, without limitation, any warranty of merchantability or fitness for a particular purpose) as to the existence of or physical condition of the furnishings and appliances or the suitability or usefulness of the furnishings for Tenant's intended use. Such appliances and fixtures as are in the Premises are there solely at the convenience of the Landlord, who assumes no responsibility for their operation.

If Tenant(s) does not agree to be responsible for the appliances, but rather use his own, Tenant(s) may request that Landlord's appliances be removed from the Premises. Any personal property remaining on the Premises may be used by the Tenant, however the Tenant assumes sole responsibility to keep said personal property in working and/or operating condition, and agrees to return said personal property to the Landlord at the termination of this Lease Agreement in the same or better condition, reasonable wear excepted. **Tenant will be charged a removal fee for the removal of requested appliance(s).**

By signing below, the undersigned Tenant(s) agree and acknowledge having read and understood this addendum.

Landlord/Manager Signature Date
Hinez Property Management, LLC.

Tenant/Lessee Signature Date

Tenant Print Name

Tenant Signature Date

Tenant/Lessee Signature Date

Tenant Print Name

Tenant Print Name

Tenant Signature Date

Tenant/Lessee Signature Date

Tenant Print Name

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