

Rental Lease Agreement

DEFINITIONS: Wherever in this Lease the term “Landlord” or “Lessor” is used, it shall be construed to also mean The Landlord/Manager/Owner/Agent, as may be indicated by the specific context. Wherever in this Lease the term “Tenant” or “Tenants” or “Lessee” is used, it shall also include any family, visiting friends, dependents, guests, employees, or other invitees, as may be indicated by the specific context.

NAMES: This Lease is entered into between

(Tenant(s)/Lessee(s)) and **HINEZ PROPERTY MANAGEMENT, LLC. (HPM)**, (Landlord/Lessor) on _____ (today’s date.) Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Lease.

This Rental Lease Agreement is not considered valid until the Housing Authority of Cook County (HACC) approves the tenancy. Hereby, referred to as the HUD tenancy addendum.

PREMISES: *Subject to the terms and conditions in this Lease, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at*

- Property Address: _____
- County: **COOK**
- Apartment Complex: **N/A** Apartment No. **N/A**
- Other Description (Room, portion of above address, etc.): **3 Bedrooms/1 Bathroom – Single Family Home**
- **Maximum Occupancy: 4 persons**
- *Herein after referred to as the Premises or Property*

OCCUPANTS: The Premises shall be occupied by only the following named persons (children and adults) and any children born of Tenants listed on this Lease. Occupancy by anyone other than the following named persons for more than 14 nights shall constitute a breach of this Agreement, unless prior consent is obtained in writing by Landlord as set forth in paragraph 15 of this Rental/Lease Agreement.

1) NAME: _____
2) NAME: _____
3) NAME: _____
4) NAME: _____
5) NAME: _____
6) NAME: _____

DATE OF BIRTH: _____
DATE OF BIRTH: _____
DATE OF BIRTH: _____
DATE OF BIRTH: _____
DATE OF BIRTH: _____
DATE OF BIRTH: _____

TELEPHONE NUMBERS & EMPLOYMENT: Tenant agrees to furnish to Landlord, or Landlord’s Agent, a current and permanent telephone number within two (2) weeks of occupancy. Tenant also agrees to furnish to Landlord, or Landlord’s Agent, any change in employment and employment telephone numbers.

Contact Information:

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- Landlord's Current Phone Number: **1-800-484-0482** and Email Address: **Rentals@HinezPropertyManagement.com**.
- Tenant's Current Phone Number: _____, _____ and Email Address: _____, _____.

Tenant shall notify Landlord of any change to her/his telephone number immediately upon obtaining one, if there is a change.

CONTACT PERSON IN EVENT OF DEATH OR EMERGENCY OF TENANT (name and contact information):

PERSON NAME : _____

Contact information: _____
Home Work Cell Email

IN CONSIDERATION of the promises contained in this Agreement, Landlord, by and through Agent, hereby agrees to lease the Premises to Tenant on the following terms and conditions:

RENTAL TERMS: The following terms apply to the rent payment for this Lease:

a) **RENT: \$1,785/month**

- Monthly rent: **\$1,7600/mth**
- Pet Fee per Pet (Max 2 pets): \$25/month**
- Other Rent Due: **Monthly Tenant Administration Fee: \$0/mth**
- Additionally, Tenant will pay parking or other monthly fees, if any, of **N/A**
- PAYMENT PERIOD: ☐ **Monthly** ☐ **Weekly** ☐ **Yearly** ☐ **Other: Tenant pays all utilities**
- FIRST RENT PAYMENT: Tenant shall pay the Rent, without notice, demand or deduction, to Landlord or as Landlord directs. The First Rent Payment, which shall be prorated if the Initial Term commences on a day other than the first day of the Payment Period, shall be due on or before _____ (Month/Date/Year) (or TBA by HACC for Housing Voucher). Thereafter, all rentals shall be paid in advance on or before the **FIRST** day of each subsequent Payment Period for the duration of the tenancy, and shall be considered late if not paid on or before 5:00PM on the last day of the grace period, which is the **5th** day of the month.
- Prorated Rent and 1st Month Rent Amount: Tenant (and/or HACC for Housing Voucher) will pay a prorated rent amount of \$ _____ (or TBA by HACC for Housing Voucher) to Landlord for _____ (Month/Date/Year) through _____ (Month/Date/Year). This prorated rent amount of \$ _____ (or TBA by HACC for Housing Voucher) and (month/year) **2025** full first month's rent of **\$1,785** will be due before Tenant can take occupancy of the Premises (along with all required Move-In Funds stated in the **PAYMENT PRIOR TO OCCUPANCY & TOTAL RECEIPT OF MONEY PAID SECTION C OF RENTAL TERMS**). Tenant shall also pay **\$0** towards the last month's rent of the Lease term.

b. **INITIAL LEASE TERMS:**

- Term: **12 months**
- Beginning Date of Lease: _____ (or TBA by HACC for Housing Voucher)
- Ending Date of Lease: _____ (or TBA by HACC for Housing Voucher) at **11:59 PM**.

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4) ALL MOVE-IN FUNDS MUST BE RECEIVED IN FULL PRIOR TO TENANT RECEIVING KEYS TO THE PREMISES.

c. PAYMENT PRIOR TO OCCUPANCY & TOTAL RECEIPT OF MONEY PAID:

Prorated Rent (TBD by HACC for Housing Voucher)

(Legend for Owed by: HV means HACC Housing Voucher, T means Tenant, SD means Security Deposit)

- Prorated Rent for _____ (or TBD by HACC for Housing Voucher) shall be prorated based on a 31-day period.
- Prorated Rent shall start from _____, which is _____ days remaining in _____ (mth).
- Prorated Rent daily amount is approximately \$_____ based on \$2,090 monthly rent amount.
- Prorated Rent Calculation: _____ Prorated Days X \$_____ Prorated Daily Amount X = \$_____

Prorated Rent must be paid in full in the amount of: **\$TBD By HACC (Owed by: HV)**

1st Months Rent for **TBD by HACC** must be paid in full in the amount of: **\$1,760 (Owed by: HV)**

Monthly Tenant Administration Fee must be paid in full in the amount of: **\$0.00 (N/A)**

Security Deposit of **1.5*** of monthly rent must be paid in full in the amount of: **\$2,640 (Owed by: T, SD)**

Non-Refundable Pet Deposit (\$400/pet) must be paid in full in the amount of: **\$400.00 (Owed by: T)**

\$25 Monthly Pet Fee/Pet must be paid in full in the amount of: (No. of Pet: 1) **1 x \$25/pet = \$25 (Owed by: T)**

\$50 Refundable (2 sets) House Key Sets must be paid in full in the amount of: **\$50 (Owed by: T, SD)**

\$50 Refundable per Garage Door Opener must be paid in full in the amount of: **\$0 (Owed by: T, SD)**

Other Move-in Funds must be paid in full in the amount of: N/A **\$0**

Total: \$3,115

Deposit to Hold amount paid: **- \$880**

Total Move-in Amount must be paid in full in the amount of: \$2,235

Please bring your Move-In funds of **\$2,235** to your New Tenant Orientation/Lease Signing. All move-in funds must be paid by cashier's check or money order. We cannot accept cash or personal checks. **Make cashier's check or money order payable to Hinez Property Management, LLC. We also accept Zelle payment.**

***See your Deposit to Hold Agreement** for details about how your refundable security deposit was determined AND HOW IT WILL BE APPLIED TOWARDS YOUR SECURITY DEPOSIT.

Landlord/Landlord's Agent Initials: _____

Tenant Initials: _____

d. **NEXT PAYMENT:**

- 1) The next payment is due date: _____ (Month/Year) in the amount of **\$1,785.**
- 2) The next rental payment and subsequent monthly payments of \$1,785 include the monthly rent of \$1,760, Monthly Pet Fee of \$25 per pet, and the Tenant Administration Monthly Fee of \$0 for a total of \$1,785 per month.

e. **DUE DATE AND GRACE PERIOD:** Rent (including, without limitation, any monthly parking fees or other fees) shall be due on or before the **1st day** of each month in advance, without notice or demand, and without deduction or offset. Monthly rent payments must be RECEIVED no later than 5:00PM on the last day of the grace period, which is the **5th** day of the month. (Weekends or holidays occurring within those days shall not be added to the grace period.)

f. **LATE FEE AND ALLOCATION OF PAYMENTS:** In the event that any rent payment required to be paid by Tenant(s) hereunder is not paid **IN FULL** by 5:00PM on the **FIFTH (5th) DAY OF EACH MONTH**, rent is considered late. Tenant(s) shall pay to Landlord, in addition to such payment or other charges due hereunder, an initial late fee as additional rent in the amount of **\$50**. Further, a subsequent daily late fee of **TEN DOLLARS (\$10.00) PER DAY** will be incurred by the Tenant(s) for every day payment is delayed after 5:00PM on the 5th day of the month. All future payments will be allocated first to any outstanding balances other than rent. Any remaining monies will be allocated lastly to any rent balance.

g. **SERVICE FEE:** If rent is received late and the Landlord or Landlord's Agent serves a FIVE (5) Day Notice to Pay or Quit to obtain the rent, then an additional seventy-five dollars (\$75.00) is due for serving or preparing the notice, as well as the initial late fee of fifty dollar (\$50.00), plus the daily late fee of \$10 per day. Therefore, a minimum of hundred twenty-five dollars (\$125.00) will be due. The Tenant will NOT receive a call to remind them to pay their rent, or that their rent is late, prior to serving the notice.

h. **EVICTIION NOTICE:** Should the Tenant fail to pay rent by the 10th of the month, Landlord may serve an eviction notice, as required by applicable laws (if any), the cost which shall be paid by the Tenant in the amount of:

FEES FOR COMPLAINT FOR SUMMARY EJECTMENT AND/OR MONEY OWED (NOTE: Landlord may charge and retain only one of the following fees in addition to any court costs):

- COMPLAINT-FILING FEE: \$100 OR 5.00% of rental payment, whichever is greater (Fee may not exceed \$15.00 or five percent (5%) of the rental payment, whichever is greater.)
- COURT APPEARANCE FEE: 10.00% of rental payment (Fee may not exceed ten percent (10%) of the rental payment.)
- SECOND TRIAL FEE: 12.00% of rental payment (Fee may not exceed twelve percent (12%) of the rental payment.)

i. **RETURNED CHECKS:** In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment for any reason, Tenant agrees to pay the bank returned check charge which is current **\$35.00** to Landlord for each such check, plus late charges, as described above, until Landlord has **received** payment. Furthermore, Landlord may require in writing that Tenant pay all future Rent payments by money order or cashier's check. Bad health, reduced hours at work, the loss of job, financial emergency or other circumstances will not excuse any late rent payments. Interest will accrue at 18% per year on any amount due and owing to Landlord from the time that any such amount became due and payable. The foregoing of late fees and charges shall not be construed as a waiver by Landlord of its right to declare a default under this Lease.

j. **PAYMENT OPTIONS:** Rent must be paid by

- ☐ Check
- ☐ Cashier's Check
- ☐ Money Order
- ☐ Online: **TENANT PORTAL**
- ☐ Bank Debit/ACH _____
- ☐ Direct Deposit/ACH by HACC
- ☐ Other: _____.

PLEASE NOTE: CREDIT CARD PAYMENT IS NOT ACCEPTED FOR MONTHLY RENT PAYMENT.

Unacceptable forms of payment will be returned and not credited towards any payments.

Checks, money orders, and cashier's checks must be made payable to **HINEZ PROPERTY MANAGEMENT, LLC.**

- Zelle payments are acceptable for payment

- k. **PARTIAL PAYMENT:** Landlord's acceptance of any partial rent payment shall not waive Landlord's right to require immediate payment of the unpaid balance of rent or waive or affect Landlord's rights with respect to any remaining unpaid rent.
- l. **ORDER IN WHICH FUNDS ARE APPLIED:** Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to rent, regardless of any notations on a check.
- m. **RENT INCREASES:** There will be no rent increases through the Termination Date. If this lease is renewed automatically on a month-to-month basis, Landlord may increase the rent during the renewal period by providing written notice to Tenant that becomes effective the month following the 30th day after the notice is provided.

TERMINATION AND RENEWAL: Upon termination date of initial Rental Lease Agreement, Tenant shall be required to vacate the Premises unless one of the following circumstances occur:

- I. Landlord and Tenant formally extend this Rental Lease Agreement in writing or create and execute a new, written, and signed Rental Lease Agreement; or
- II. Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent.
- III. In the event that Landlord accepts new rent from Tenant after the termination date, a month-to-month tenancy shall be created.

Tenant's Initials: _____ EITHER LANDLORD OR TENANT MAY TERMINATE THE TENANCY AT THE EXPIRATION OF THE INITIAL TERM BY GIVING WRITTEN NOTICE TO THE OTHER AT LEAST **60 DAYS** PRIOR TO THE EXPIRATION DATE OF THE INITIAL TERM. IN THE EVENT SUCH WRITTEN NOTICE IS NOT GIVEN OR IF THE TENANT HOLDS OVER BEYOND THE INITIAL TERM, THE TENANCY SHALL AUTOMATICALLY BECOME A **MONTH** (PERIOD) TO **MONTH** (PERIOD) TENANCY UPON THE SAME TERMS AND CONDITIONS CONTAINED HEREIN. THEREAFTER, THE TENANCY MAY BE TERMINATED BY EITHER LANDLORD OR TENANT GIVING THE OTHER **60 DAYS** WRITTEN NOTICE PRIOR TO THE LAST DAY OF THE FINAL PERIOD OF THE TENANCY. (EXAMPLE: Assume tenancy is a calendar month-to-month tenancy and 60 days advance written notice of termination is required. Tenant desires to terminate lease at the end of the April period of the tenancy. Tenant would be required to give landlord written notice no later than March 1st. If the written notice of termination were to be given to the Landlord on the 10th of April, the notice would be effective to terminate the lease at the end of June rather than the

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end of April, since the monthly periods of the tenancy expire on the last day of the month and the notice was not given 60 days prior to the end of April.)

Notices to terminate may be given on any calendar day, irrespective of Commencement Date. Rent shall continue at the rate specified in this Rental Lease Agreement, or as allowed by law. All other terms and conditions as outlined in this Rental Lease Agreement shall remain in full force and effect. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required).

SECURITY DEPOSIT: The Tenant shall deposit with Landlord as a security deposit in the sum of **\$2,690**, payable in full prior to occupancy, as security for the return of the Premises at the expiration of the term of this Lease in as good condition as when Tenant took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely and complete performance of all other terms, conditions and covenants of the Lease. Except to the extent otherwise required by applicable laws, Landlord may, at its discretion, commingle the security deposit with its other funds. Landlord may place the security deposit in an interest bearing account and any interest earned will be paid to the Landlord.

SECURITY DEPOSIT: **\$2,690** to be deposited with: (check one) ☒ Landlord ☐ Agent

LOCATION OF DEPOSIT: **CHASE BANK**

BANK ADDRESS: **1111 Polaris Parkway in Columbus, Ohio 43240**

Tenant's Initials: _____ **TENANT ACKNOWLEDGES** the security deposit listed in this Rental Lease Agreement is held by the Landlord or Landlord's Agent. If the deposit was transferred from a previous lease not of HINEZ PROPERTY MANAGEMENT, LLC or Owner(s) that we represent, the Tenant acknowledges that the refund should be pursued directly from the prior Landlord or Owner. **TENANT ACKNOWLEDGES AND AGREES THAT THE SECURITY DEPOSIT CANNOT BE USED AT ANY TIME DURING OCCUPANCY OR THE TERM OF THE LEASE FOR THE PAYMENT OF RENT. RENT MUST BE PAID IN FULL DURING THE OCCUPANCY AND LEASE OF THE PREMISES.** Tenant understands that if the security deposit was increased at any time during tenancy due to permission to have a pet on the Premises, the increase in the deposit is NOT a pet deposit, but is added into the security deposit previously defined in this Rental/Lease Agreement. Tenant also acknowledges that the security deposit will not be refunded until after vacancy, and the security deposit will be endorsed to all current Tenants on the Rental/Lease Agreement. No portion of the security deposit will be refunded if one or more roommates give Notice to Vacate prior to lease expiration and are no longer on the Rental/Lease Agreement. Such amounts that he/she believes are owed to him/her must be worked out between the roommates themselves. The security deposit will only be refunded when the Premises is completely vacated and HINEZ PROPERTY MANAGEMENT, LLC. is in full possession of the Premises.

A. **REFUND.** The security deposit will be returned to Tenant(s) without interest (unless required by applicable laws) within sixty (60) days after the lease has expired and the Tenant(s) has vacated the Premises. The Landlord or Landlord's Agent will thoroughly inspect the Premises, and assess any damages and/or needed repairs. All funds held by the landlord as security deposit may be applied to the payment of accrued rent and the amount of any damages that the landlord has suffered by reason of the tenant's noncompliance with the terms of this Rental Lease Agreement or with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. The Landlord or Landlord's Agent will provide an itemized written statement for any deductions withheld from the security deposit. This statement shall contain the amount of any security deposit refunded to the Tenant.

B. **DEDUCTIONS.** Landlord may deduct reasonable charges from the security deposit for, this list is not all inclusive:

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- 1) Unpaid or accelerated rent;
- 2) Late fees, service fees, non-sufficient funds fees;
- 3) Unpaid utilities;
- 4) Any damages;
- 5) Costs of collection;
- 6) Loss of personal property of Landlord included in Rental/Lease Agreement
- 7) Costs of cleaning, deodorizing, and repairing the Property and its contents for which Tenant is responsible;
- 8) Pet violation charges;
- 9) Replacing unreturned keys (\$50), garage door openers (\$50 each), or other security devices;
- 10) The removal of unauthorized locks or fixtures installed by Tenant;
- 11) Insufficient light bulbs;
- 12) Packing, removing, and storing abandoned property;
- 13) Removing abandoned or illegally parked vehicles;
- 14) Costs of reletting, if Tenant is in default;
- 15) Attorney fees and costs of court incurred in any proceeding against Tenant;
- 16) Any fee due for early of removal of an authorized key box;
- 17) Tenant caused billings;
- 18) Photographs of damage;
- 19) Pest control foggers;
- 20) Carpet cleaning upon vacancy at the expense of the Tenant
- 21) Other items Tenant is responsible to pay under this Lease.

If deductions exceed the security deposit, Tenant will pay to Landlord the excess within ten days after Landlord makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

Tenant's Initials: _____ **FURNISHINGS AND APPLIANCES:** *The following appliances are supplied with the Premises: (X) Refrigerator, (X) Stove, (N/A) Microwave, (N/A) Dishwasher, (N/A) Washing Machine, (N/A) 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

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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's Initials: _____ **LIABILITY AND RENTERS INSURANCE:** Tenant understands and agrees that Landlord has no obligation to obtain insurance for Tenant including, but not limited to, liability, hazard, or contents insurance. Tenant **MUST**, at Tenant's sole cost and expense, obtain renter's insurance covering the full value of all personal property of Tenant in the Premises, and providing liability coverage to Tenant in an amount not less than **\$100,000**, which policy shall name Landlord as an additional insured. Tenant shall maintain such renter's insurance at all times during the term of this Lease.

Tenant shall provide a certificate of insurance to Landlord demonstrating that Tenant has procured the required rental insurance coverage, within **three (3) days** prior to the commencement of the term of this Lease and within three (3) days after any renewal or change in such insurance coverage. If Tenant fails to procure the required insurance, allows such insurance to be cancelled or to lapse, or fails to timely provide the required certificates of insurance, the same shall be a default of this Lease. In addition to the foregoing, Tenant acknowledges that if Tenant fails to obtain and maintain renter's insurance, Tenant alone shall bear the consequences of the loss or damage to Tenant's personal property.

***The policy must add Hinez Property Management, LLC as an ADDITIONAL INSURED.**

PREMISES USE: The Premises is to be used only as a residence by the Tenant(s) who have signed this Lease. The Premises shall be used and occupied by Tenant(s), for no more than SIX (6) persons exclusively, as a private individual dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant(s) for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than private/RESIDENTIAL dwelling. Tenant(s) shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant(s), to use or occupy the Premises without first obtaining Landlord's written consent to such use. Any guest staying in the property more than 2 weeks (14 DAYS) in any 6 month period will be considered a tenant, rather than a guest, and must be added to the lease agreement. Landlord may also increase the rent at any such time that a new tenant is added to the lease premise. Tenant(s) and guest(s) shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. NO OTHER PERSONS MAY LIVE AT THE PREMISES WITHOUT THE LANDLORD'S PRIOR WRITTEN PERMISSION, which may be given or withheld in Landlord's sole and absolute discretion.

Tenant shall not use the Premises, nor any neighboring premises, for any illegal purpose, or for any other purpose than that of a residence. Tenant agrees to comply with and abide by all federal, state, county and municipal laws and ordinances in connection with Tenant's occupancy and use of the Premises. No alcoholic beverages shall be possessed or consumed by Tenant, or Tenant's family, visiting friends, dependents, guests, licensees or invitees, unless the person possessing or consuming alcohol is of legal age. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person residing or present on the Premises) are permitted on the Premises. Tenant agrees to refrain from using the Premises in any way that may result in an increase of the rate or cost of insurance on the Premises. No hazardous or dangerous activities are permitted on the Premises. Absolutely no excessive drinking, illegal drug use, public disturbances, physical abuse, verbal abuse, threats, or unauthorized pets, firearms, or smoking is

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permitted on Premises. Any violations of the foregoing paragraph shall be an immediate and incurable default of this Lease and shall be cause for eviction.

CONDITION OF PREMISES. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition. The Premises is free of pests such as bedbugs and cockroaches. If the Premises is contaminated with pests (i.e. bedbugs or cockroaches) during the time the Tenant occupies the Premises, the Tenant will be responsible for the costs of exterminating the entire house, in which the Landlord will provide the Tenant with a copy of the extermination bill from a professional extermination company.

INVENTORY AND INSPECTION RECORD: An Inventory and Inspection Record (a.k.a. Move-in/Move-Out Condition Report) has been provided for the Tenants' use. Only after this has been filled out **(within the 5-day time limit)** will the Landlord take any action to complete necessary repairs. Landlord warrants that all major systems will be functional and in good repair at the time of possession. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, etc. will either be in working order or will be repaired once the Tenants have completed the Inspection and Inventory Record. Tenants are encouraged to report any necessary repairs, no matter how slight, in writing, but they are advised that Landlord does not normally repair or replace nonfunctional items such as paint, carpets, etc. every time a property changes possession. Those items are scheduled for repair/replacement at regular intervals regardless of tenant turnover.

ASSIGNMENT AND SUBLETTING: The undersigned Tenant(s), agree and understand they are NOT to sublet any portion of the property in which they have entered into agreement under the terms of this Rental/Lease Agreement without the prior written consent of Landlord, which may be given or withheld in Landlord's sole and absolute discretion. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Rental Lease Agreement.

Each roommate named on this Rental/Lease Agreement is bound for the term of the lease. The person(s) who originally signed the agreement will be liable for all unpaid rents and damages through the lease term. In the event that any Tenant wishes to vacate and be replaced by another, or the Tenant(s) wish to have another person or persons reside in the property, they must abide by the following:

- They must first contact the Landlord or Landlord's Agent and submit in writing any request for another person to reside in the property. If the person desired is eighteen (18) years of age or older, they must complete a Rental Application, pay the application fee, and complete the processing of the application. This will be submitted to the Landlord for approval.
- The Tenant must abide by the decision of the Landlord whether another person or persons may be added to the Rental/Lease Agreement.
- If the proposed person is approved, they must then complete the necessary forms to be added to the Rental/Lease Agreement, at a fee of fifty dollars (\$100.00). The original walk-through inspection of this Rental/Lease Agreement will prevail.
- The Landlord or Landlord's Agent can request a walk-through inspection of the property.

Tenant understands that only after the above conditions have been met and a new Rental/Lease Agreement has been signed, will a departing Tenant be released from any further obligation on the contract. If no approved applicant is found, the original Tenant(s) will remain on the lease for the whole contract.

NON-DELIVERY OF POSSESSION: In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no

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liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Rental Lease Agreement and all rights hereunder shall terminate.

HAZARDOUS MATERIALS. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

PEST CONTROL: Pest control, after the first thirty days of the term of this Lease, shall be the sole responsibility of the Tenant, including, without limitation, prevention and remediation. Tenant must keep the Premises free of all pests, including without limitation, rodents, fleas, ants, cockroaches, gnats, flies, and beetles. Tenant shall pay for all costs associated with remediating pests from the Premises and shall inform Landlord at first sighting of any pests in order to avoid any infestation of pests. In signing this Lease, Tenant has first inspected the Premises and certifies that it has not observed any pests in the Premises.

BED BUGS CONTROL: See Bed Bug Addendum. The Bed Bug Addendum provided to Tenant are hereby made a part of this Rental Lease Agreement and the Tenant shall observe the same.

DEFAULT: Should Tenant default under any of the terms and conditions of this Lease, Landlord shall have any and all remedies available to Landlord under this Lease, at law or in equity, including, without limitation, (1) the right to re-enter and repossess the Premises pursuant to applicable laws, (2) the right to recover all present and future unpaid rent, damages, costs, and attorneys' fees, and (3) the right to recover all expenses of Landlord incurred in re-entering, re-renting, cleaning and repairing the Premises. Interest will begin accruing at 18% per year on any amount due and owing to Landlord from the time that any such amount first became due and payable. Tenant agrees to pay Landlord's reasonable attorneys' fees and costs in connection with any default by Tenant and same will be charged to Tenant as additional rent and due immediately. If evicted, to the maximum extent permitted by law, Tenant shall be responsible for all rent due for the balance of the Lease term, even though Tenant may no longer be able to live in or use the Premises due to the eviction. Landlord may proceed against Tenant either for eviction or for a money judgment, or both, either at one time or one remedy at a time, in any order.

ABANDONMENT. If at any time during the term of this Rental Lease Agreement, Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. The Premises will be deemed abandoned if Tenant defaults in rent payment, appears absent from the Premises, and there is reason to believe that Tenant will not be returning to the Premises, as determined by Landlord in its reasonable discretion. Should the Premises be considered abandoned, Landlord will take possession immediately, and change all locks, at Tenant's expense (to the extent Landlord is required to do so by applicable laws). Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Rental Lease Agreement during the balance of the unexpired term, if this Rental Lease Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all penalties, damages, fines, causes of action,

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liabilities, judgments, expenses (including, without limitation, attorneys' fees) or charges incurred in connection with or arising from Landlord's disposal of Tenant's personal property.

DEATH/DISABILITY DURING LEASE: If one of the Tenants under this Lease dies before the end of the Lease term, any remaining Tenants shall continue to carry out the terms of the Lease. If the deceased Tenant is the sole Tenant under the Lease, a representative of the deceased Tenant may terminate this Lease by providing verified written documentation testifying to such Tenant's death.

UTILITY BILLS/SERVICE CONTRACTS: Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. The party agreeing to be responsible for payment of a Service Obligation agrees to timely pay the applicable Service Obligation, including any metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in that party's name. Within thirty (30) days of the Beginning Date of this Lease, Tenant will be responsible for arranging for and paying for all utility services required on the Premises during their residency. Tenant specially authorizes Landlord to deduct amounts of unpaid bills from their Security Deposit in the event they remain unpaid after termination of this agreement. Any Service Obligation not designated below shall be the responsibility of Tenant unless the parties agree otherwise in writing.

Service obligation	Landlord	Tenant	N/A
Sewer/Septic/Trash*	☐	✓	☐
Water*	☐	✓	☐
Electric	☐	✓	☐
Gas	☐	✓	☐
Telephone	☐	✓	☐
Security System	☐	✓	☐
Trash disposal/dumpster	☐	✓	☐
Landscaping	☐	✓	☐
Lawn Maintenance/Gutter Cleaning	☐	✓	☐
Snow Removal	☐	✓	☐
Association Fees	☐	☐	✓
Other: N/A	☐	☐	☐

Tenant must transfer all utilities to be paid for by Tenant into Tenant's name before THREE (3) DAYS PRIOR TO MOVE-IN DATE and maintain service throughout the duration of the tenancy. If the Premises is a single-family home, Tenant agrees to pay for all metered electrical, water and sewer service charges, the cost of which is billed by the local municipality periodically, even if said bill is sent to Landlord. Tenant must pay this bill by the due date written on the invoice and include all late fees or other charges. If payment for the electrical, water and/or sewer is not paid by the due date, the total amount will be treated as additional rent payable by Tenant and due immediately. In such cases the Tenant shall be subject to eviction for nonpayment of electrical, water and sewer service charge(s), in the same manner as any other rent. Tenant's failure to promptly pay for all utilities may result in a \$35.00 service charge.

Tenant's Initials: _____ * **WATER/TRASH BILL:** The Water, sewer, and garbage bill(s) has to be in the name of the Landlord/Owner according to the **VILLAGE OF SAUK VILLAGE**, IL Ordinance. The Landlord will provide a copy of the bill to the Tenant. The Tenant agrees to pay the Landlord the full amount of combined water, sewer and/or garbage bill five (5) days prior to the bill's due date, which gives the Landlord 5 days to make payment to avoid late fee(s) on the associated bill. ANY PAYMENTS RECEIVED FROM TENANT AFTER THE 5 DAY PERIOD REFERENCED ABOVE, THE TENANT WILL BE CHARGED THE LATE FEE FOR THE ASSOCIATED BILL.

Tenant's Initials: _____ **PLUMBING:** Tenant shall be held responsible for all costs related to Landlord's repair or maintenance of any plumbing stoppage or slow-down caused by Tenant, whether accidental or purposeful. Tenant agrees not to place into any drain lines non-approved substances such as cooking grease, sanitary napkins, diapers, children's toys or other similar object that may cause a stoppage. Tenant shall notify Landlord of any plumbing leak or slow drainage within 24 hours to avoid additional charges. Landlord shall use all reasonable efforts to remedy the plumbing problem. Tenant shall only use a plunger to attempt to fix a slow or stopped drain, and not pour chemical or other drain cleaners into any stopped or slow drains. Tenant shall also be responsible for any plumbing system freeze-ups occasioned by Tenant's negligence.

Tenant's Initials: _____ **DRAIN STOPPAGES:** As of the date of this agreement, Landlord warrants that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they are designed. The sewage drains will not accept things such as diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks, or newspaper. Tenants agree to pay for clearing the drains of any and all stoppages except those, which the plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts of God. Please use a drain filter to save unnecessary time and money with repairs.

Tenant's Initials: _____ **RIGHT OF ACCESS BY LANDLORD:** Tenant shall permit reasonable access, and by all reasonable means, to Landlord, and any of the Landlord's invitees, agents, or contractors, in accordance with local statutes and ordinances, upon receiving a **minimum 24 hour notice** by mail, telephone, cellphone/mobile phone, written notice by email, text messages, postal mail, or other means designed in good faith to provide notice. Landlord shall have immediate access to Premises in case of emergency and where repairs or maintenance elsewhere in the building unexpectedly require access.

Tenant agrees to allow the Landlord and any of the Landlord's invitees, agents, or contractors, access to enter to the Premises during the term of this Rental Lease Agreement and any renewal thereof to enter the Premises for the following purposes:

- A. Emergencies
- B. Inspect the Property for condition;
- C. Make repairs, alterations, improvements or additions thereto as the Landlord may deem appropriate;
- D. Show the Property to prospective tenants, prospective purchasers, tenants, inspectors, fire marshals, lenders, bank representatives, contractors, appraisers, or insurance agents;
- E. Exercise a contractual or statutory lien;
- F. Leave written notice;
- G. Seize nonexempt property after default; or
- H. Other individuals as deemed necessary by Landlord, in its sole and absolute discretion.

Tenant's request for service or maintenance shall be considered Tenant's approval for all necessary access by Landlord or Landlord's agent in connection with such service or maintenance, if no other written arrangement related to such

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access between Landlord and Tenant is made. If Tenant fails to permit reasonable access under this Paragraph, Tenant will be in default.

RIGHT OF ACCESS TO SHOW PREMISES TO PROSPECTIVE TENANTS AND PURCHASERS: Landlord shall have the right to show the Premises to prospective Tenants and purchasers, and any of the Landlord's other invitees, in accordance with local statutes and/or ordinances. Tenant shall permit reasonable access to Landlord upon receiving **48 HOUR NOTICE** by mail, telephone, cellphone/mobile phone, written notice by email, text messages, or postal mail, or other means designed in good faith to provide notice. Tenant shall be liable for any damages caused to Landlord for failure to cooperate under this provision. Tenant shall not interfere with Landlord's efforts to lease the Premises or sell the property, and Tenant shall be liable for any damages caused by breach of this provision. Landlord may also display "For Rent" or "For Sale" signs on the Premises, including, without limitation, in the windows of the Premises or the front yard.

Tenant's Initials: _____ **MAINTENANCE:** Landlord agrees to maintain the structure, roof and foundation of the Premises, and the heating, plumbing and electrical systems of the Premises unless the repairs needed are a result of any act or omission of Tenant (excluding normal wear and tear). In such case that the damage is a result of the act or omission of Tenant, Tenant will be billed for the repair. Landlord will carry out all required repairs in as reasonable time as possible in accordance to applicable laws, but will not be liable to Tenant for any disruptions or inconvenience to Tenant or any claim that the Premises is uninhabitable (except to the extent of any non-waivable warranty of habitability provided by applicable laws). **The Maintenance Addendum and HVAC Addendum provided to Tenant are hereby made a part of this Rental Lease Agreement and the Tenant shall observe the same.**

CARE OF THE PREMISES – Tenant, at its sole expense, agrees to care and maintain the Premises and appurtenances and keep it in a good, neat and sanitary condition and repair during the term of this Rental Lease Agreement and any renewal thereof. Tenant shall keep garages, decks, porches, and other personal areas clear of trash, rubbish, and other junk, as determined by the Landlord. Trash shall be placed in approved receptacles only and may not be left outside for any amount of time, including on decks or porches. Tenant shall report all building damage, water leaks, or other maintenance issues immediately to Landlord or will be held liable for the costs of repairing any unreported damage. If the need to repair is caused by Tenant or Tenant's family, visiting friends, dependents, guests, licensees or invitees, Landlord may make the necessary repairs and the cost of which will be treated as additional rent to be paid by the Tenant upon notification of amount. Failure to pay costs of repairs will be treated as additional rent payable by Tenant and due immediately. The Maintenance Addendum provided to Tenant are hereby made a part of this Rental Lease Agreement and the Tenant shall observe the same.

Without limiting the generality of the foregoing, Tenant hereby agrees as follows:

- Tenant agrees not to use bleach or abrasive chemicals on the cabinets, hardwood floors, or vinyl tiling or flooring.
- Tenant agrees not to obstruct the driveways, sidewalks, courts, entryways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- Tenant agrees to keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- Tenant agrees not to nail or screw window treatments or other fixtures into the windows trimming or molding;
- Tenant agrees not to obstruct or cover the windows or doors;
- Tenant agrees not to leave windows or doors in an open position during any inclement weather;
- Tenant agrees not to hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- Tenant agrees not to cause or permit any locks or hooks to be changed or placed upon any door or window without the prior written consent of Landlord;
- Tenant agrees to keep all air conditioning filters clean and free from dirt;

- Tenant agrees to keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- Tenant agrees to refrain from disposing things such as diapers, sanitary napkins, tampons, paper towels, wads of toilet paper, newspaper, children's toys, matches, Q-tips, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, or rocks in any household drains. Tenant agrees to pay for cleaning the drains of any and all stoppages, except incidents created by roots or structural defects.
- Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- Tenant agrees to keep all mobile phones, digital devices, radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- Tenant agrees to deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- Tenant agrees to abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.
- Tenant agrees not to affix any structures to the Premises including, but not limited to, antennas, satellite dishes, or signs, without prior written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion.
- Tenant agrees not to use a barbeque grill (or any other similar cooking device) inside the Premises or under any covered area (as carbon monoxide (CO) is a very poisonous combustion gas that cannot be seen or smelled, but can injure or kill individuals with little to no warning).
- Tenant will maintain water heater temperature at no more than 120 Degrees Fahrenheit.
- Tenant agrees to give immediate notice to Landlord of any fire, flood, or other damage to or within the Premises. If the Premises is damaged and the Premises rendered uninhabitable, the rent shall cease until such a time as the Premises has been repaired or Landlord shall have the option of terminating this Lease upon five (5) days' prior written notice.
- Tenant agrees not to store boats, RVs, waterbeds, firearms, equipment, hazardous materials, paints, fuel, chemicals, waste, and non-usable items, including non-operating vehicles, in or around the Premises without prior written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion.
- Vehicles may never be parked in the yard of the Premises. Tenant may not repair vehicles on the Premises, unless in an enclosed garage, if such repairs take longer than one day.

Tenant's Initials: _____ **REPAIRS AND MALFUNCTIONS:** All service or repairs, which fall within the responsibility of the Landlord, shall be requested in writing via the Tenant Online and Mobile Portal. Tenant may inform the Landlord with a call and voice message regarding their written maintenance write-up posted in the Tenant Online and Mobile Portal. The request must contain the Tenant's name, full address (including zip code), contact phone number, and a description of the service or repair requested. The Landlord shall respond to an emergency maintenance request as soon as possible. For the purposes of this Rental/Lease Agreement, emergency maintenance is fire, flood, uncontrollable water, backed up sewer, electrical problem endangering life, or smell of gas. Tenant is directed to call 911 for emergencies causing immediate danger such as fire. An emergency is NOT heat. Hinez Property Management recognizes this is a priority item and will make it a priority with the vendors to have the heat working as soon as possible. An emergency is NOT air-conditioning, non-working dishwasher, sprinklers, etc. Non-emergency requests will be scheduled and responded to within one (1) week of notification. If Tenant has not been contacted by a contractor within three (3) days, Tenant agrees to contact Landlord immediately. Tenant agrees to attempt to remedy all of the below maintenance issues prior to notifying Landlord:

- a) **Smoke detector won't work when tested:** Test with approved smoke detector spray. Replace battery.
- b) **Smoke detector beeps on and off:** Replace battery. Check for proper wire termination connection.
- c) **No power to plugs or switches:** Check breaker panel or fuse box. Check and reset GFI plug & check if plug works off of a wall switch.
- d) **Garbage disposal won't work:** When on, do you hear a buzz? If you do not hear a buzz, push the reset button on the bottom of the disposal and test. If you do hear a buzz, turn off the disposal and unplug it from the wall. Mounted on the side of the disposal or the side of the cabinet is a wrench. Put the wrench in the center shaft and twist back and forth (this un-jams the disposal). Remove the object, plug in, turn back on and test. Repeat until the object is removed.
- e) **No hot water:** Check the thermostat on the hot water tank for proper temperature setting (not set on "vacation"). Check breaker panel or fuses. Check and reset the button next to the thermostat on the water heater.
- f) **Hot water is too hot:** Check thermostat on the tank and turn down.
- g) **Faucet or toilet leaks:** Turn off the water fixture and notify maintenance.
- h) **Toilet or sink plugged:** Plunge and test.
- i) **No heat:** Check thermostat. Check any buttons or pilot lights. Are the furnace covers on correctly? Have you paid or ordered the utilities disconnected?
- j) **Dishwasher won't drain:** Clean food out. If a new disposal has been installed, punch out the connection hole to the dishwasher.
- k) **Refrigerator too warm or too cold:** Check the thermostat inside the fridge and set correctly.
- l) **Water drips from the freezer to the refrigerator compartment:** Remove all food and store in a cooler. Turn off the refrigerator and allow it to defrost. Turn the refrigerator back on and replace food.
- m) **In the case of freezing water:** Cover outside hose faucets. Disconnect outside hoses. Leave water dripping hot and cold on all faucets inside. Shut off water to outside faucets if possible. Cover foundation vents with approved insulation materials. Leave cupboard and pantry doors open where pipes are and turn up heat.
- n) **Air conditioner does not work:** Check all circuit breakers often during hot weather or if a circuit breaker overloads. It will flip off the A/C circuit. Clean and replace the filter and test.

Tenant's Initials: _____ **Tenant acknowledges** that maintenance repairs are contracted out and not all are employees of Hinez Property Management. Tenant will not hold Hinez Property Management responsible if Tenant has not contacted Hinez Property Management when a contractor fails to call or keep an appointment.

Tenant's Initials: _____ **WINDOWS:** Tenant is responsible for the expense of replacing broken glass and repairing damaged screens, windows, window frames sashes, storm windows and doors regardless of who is at fault. Landlord is not required to supply window screens, door screens, or sliding screen doors. **Tenant shall not screw or nail anything into to window wood trimming/framing, Tenant will be assessed a \$100.00 per window repair fee to repair the window wood trimming/framing due to damage.**

WINDOW COVERINGS: Tenant will not use bed sheets or any other coverings over the windows of the Premises other than materials, which are solely designed to cover windows, such as blinds, mini blinds, and curtains. If window coverings are provided, and Tenant destroys or damages the coverings, Landlord will, at Tenants financial responsibility, replace them, the cost of which will be treated as additional rent payable by Tenant and due immediately.

ACCESS FOR REPAIRS: If Tenant does not allow access to the Premises when Landlord or Landlord's hired contractors agree to repair the Premises, Tenant will be assessed a \$100.00 fee due with the following month's rent.

NOTIFICATION OF SERIOUS BUILDING PROBLEMS: Tenant agrees to notify Landlord immediately if the roof leaks, water spots appear on the ceilings or walls, or at the first sign of termite activity. Tenants also agree to notify the Landlord immediately upon first discovering any signs of serious building problems such as foundation cracks, a tilting porch, a crack in plaster, buckling drywall or siding, a spongy floor, a leaky water heater, etc. If the Tenant does not notify Landlord in a prompt matter the Tenant may be help financially responsible.

REASONABLE TIME FOR REPAIRS: Upon being notified by Tenants that there is some building defeat in which is hazardous to health, life, or safety, Landlord shall undertake repairs as soon as possible. Should there be a delay of more than seventy-two (72) hours in making repairs, due to difficulty in scheduling the work or obtaining parts or for any other reason beyond the Landlord's control, Landlord agrees to keep Tenants informed about the progress of work.

DAMAGE OR DESTRUCTION TO PREMISES: In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Rental Lease Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence, and the Rental Lease Agreement continue according to its terms.

MOISTURE AND MOLD: It is generally understood that mold spores are present essentially everywhere and that mold can grow in most any moist location. Tenant acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, bathrooms, break rooms and around outside walls) for mold prevention. In signing this Lease, Tenant has first inspected the Premises and certifies that it has not observed mold, mildew or moisture within the Premises. Tenant agrees to immediately notify Landlord if it observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow Landlord to evaluate and make recommendations and/or take appropriate corrective action. Tenant relieves Landlord from any liability for any bodily injury or damages to property caused by or associated with moisture or the growth of or occurrence of mold or mildew on the Premises. In addition, execution of this Lease constitutes acknowledgement by Tenant that control of moisture and mold prevention are Tenant's obligations under this Lease.

To minimize the occurrence and growth of mold in the Premises, Tenant(s) agree to the following:

- **Moisture Accumulation:** Tenant(s) shall remove any visible moisture accumulation in or on the Premises, including on the walls, windows, floors, ceilings and bathroom fixtures. Tenant(s) shall mop up spills and thoroughly dry affected area as soon as possible after occurrence, use exhaust fans in kitchen and bathroom when necessary, and keep climate and moisture in the Premises at reasonable levels.
- **Cleanliness:** Tenant(s) shall clean and dust the Premises regularly, and shall keep the Premises, particularly the kitchen and bath, clean.
- **Notification of Management:** Tenant(s) shall promptly notify Landlord, in writing, of the presence of any of the following conditions:
 - a) A water leak, excessive moisture, or standing water inside the Premises.
 - b) A water leak, excessive moisture, or standing water in any community common area.

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- c) Mold growth in or on the Premises that persists after Tenant has tried several times to remove it with a household cleaning solution such as a combination of water and bleach.
- d) A malfunction in any part of the heating, air conditioning, or ventilation system in the Premises.

Tenant's Initials: _____ **Tenant acknowledges** and agrees to this paragraph. Tenant will be liable to Landlord for damages sustained to the Premises or to Tenant's person or property as a result of Tenant's failure to comply with the above terms. Tenant understands that failure to comply shall be deemed a material violation under the terms of this Rental/Lease Agreement, and Landlord shall be entitled to exercise all rights and remedies it possesses against Tenant at law or in equity.

PETS/ANIMALS. NO PETS ARE ALLOWED ON OR AROUND THE PREMISES, unless authorized by a separate written Pet Addendum to this Rental Lease Agreement, which permission may be granted or withheld in Landlord's sole and absolute discretion. If tenant violates the pet restrictions of this Lease, Tenant will pay to Landlord a fee of **\$30 per day** per animal for each day Tenant violates the animal restrictions as additional rent for any unauthorized animal. Landlord may remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal. Landlord will not be liable for any harm, injury, death, or sickness to any unauthorized animal. Tenant is responsible and liable for any damage or required cleaning to the Property caused by any unauthorized animal and for all costs Landlord may incur in removing or causing any unauthorized animal to be removed.

WATERBEDS. THERE WILL BE NO WATERBEDS, unless authorized by a separate written Waterbed Addendum to this Residential Lease Agreement.

Tenant's Initials: _____ **MARIJUANA AND OTHER DRUGS:** Tenant shall not be permitted to, and shall not permit any family, visiting friends, dependents, guests, licensees or invitees of Tenant to grow, produce, possess, consume, use, smoke, or ingest any marijuana, cannabis or any products or ingestibles containing marijuana or cannabis in any location in, on or about the Premises; the foregoing prohibition to be absolute and without exception and shall include any growing, production, possession, use or consumption pursuant to any medical use or medical prescription, or any medical, retail or recreational marijuana activities that may otherwise be permitted under any local, state or federal laws, rules or regulations now or hereafter in effect. Tenant's violation of this rule shall be an immediate and incurable default of this Lease and shall be cause for eviction.

QUIET ENJOYMENT: While paying the rental and performing its other covenants and agreements contained in this Lease, Tenant is entitled to quiet enjoyment of the Premises during the duration of the term of this Lease, and the Tenant's observance of all the terms and conditions, and all the rules and regulations, of this Lease. Tenant may not infringe upon the quiet enjoyment right of other tenants through disturbances including but not limited to TVs, stereos, musical instruments, other loud noises, heavy walking, or other disturbing actions.

RULES AND REGULATIONS: The Rules and Regulations Addendum provided to Tenant are hereby made a part of this Rental Lease Agreement and the Tenant shall observe the same. Failure to keep and observe the said Rules and Regulations shall constitute a breach of the covenants and agreements of this Rental Lease Agreement.

Tenant's Initials: _____ **OUTSIDE AND YARD MAINTENANCE:** Tenant understands, at all times, Tenant is responsible for keeping all outside areas free of debris, animal feces, and/or any other unsightly items. Tenant is also responsible for maintaining watering of outside of property at all times, unless an area of watering falls under a Homeowners Association responsibility. If the property contains an irrigation/watering system, Tenant is responsible for reporting any malfunctions of the irrigation/watering system to the Landlord or Landlord's Agent.

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Tenant is responsible for maintenance of all landscape and cleaning of gutters, and such maintenance shall occur at least twice a month. This includes mowing, weeding, trimming, watering of landscape, edging and pruning of trees, shrubs and bushes, setting of any automatic timers for irrigation/sprinkler system, and reporting problems to Landlord/Agent.

Tenant's Initials: _____ **SNOW REMOVAL:** Tenant agrees to remove and keep doorway area, stairs, sidewalks and walkways serving the Premises, and driveways free of ice, snow, and debris, and in safe condition, after each snow fall, and in accordance to city ordinance. Tenant agrees to spread snow pellets, salt for snow or similar substance to prevent a slippery area or ice formation. If Tenant does not care for landscape as required and disregards notice to correct landscape by Landlord/Agent, Landlord or Landlord's Agent reserves the right to contract outside and yard maintenance and the Tenant will incur the cost of the landscape maintenance.

If there is a Homeowners Association, the Homeowners Association may be responsible for maintenance of the Landscape, and Tenant will be informed of outside and yard maintenance.

POOL/POOL MAINTENANCE: Tenant acknowledges that pools are potentially dangerous (especially to small children). Tenant assumes full responsibility for any injuries to Tenant and any family, visiting friends, dependents, guests, licensees or invitees of Tenant in connection with any pool on the Premises. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all penalties, damages, fines, causes of action, liabilities, judgments, expenses (including, without limitation, attorneys' fees) or charges incurred in connection with or arising from any pool on the Premises. No trampolines, pools, satellite dishes, TV antennas, air conditioners, spas, swing sets, or other similar features shall be added to the Premises by Tenant unless express written permission is given by Landlord, which permission may be granted or withheld in Landlord's sole and absolute discretion.

If a pool is provided, the pool service is maintained by:

- The Landlord provides pool service. Tenant is required to maintain level of water and report any problems.
- The Homeowners Association provides pool service.

✓ **There is no pool provided. A POOL CANNOT BE INSTALLED ON OR AROUND THE PREMISES**

No trampolines, pools, satellite dishes, TV antennas, air conditioners, spas, swing sets, or other similar features shall be added to the Premises by Tenant unless express written permission is given by Landlord, which permission may be granted or withheld in Landlord's sole and absolute discretion.

PARKING: Vehicles parked at the Premises must be in working, drivable condition. Tenant may not repair Tenant's vehicles on the Premises if such repairs take longer than one day, unless in an enclosed garage. Vehicles may never, under any condition, be parked in or driven on the yard of the Premises. Tenant may not park more than one vehicle, per adult living at the home, at the Premises. Tenant has no rights in or to any particular parking spot, and Landlord does not guarantee Tenant a parking spot on the Premises or any property surrounding the Premises. If street parking is permitted by applicable laws, Tenant may be permitted to park vehicles on the street in front of the Premises in accordance with all such laws; however, Landlord does not guaranty the availability, quality or location of any street parking. In no event shall Landlord be liable for any damage or loss to Tenant's vehicles or to any personal property contained in such vehicles.

ALTERATIONS AND IMPROVEMENTS: Tenant agrees not to make any repairs, improvements, or alterations to or on the Premises unless prior written permission is given by Landlord or Landlord's Agent(s), which may be given or withheld in Landlord's sole and absolute discretion, except as provided by law. Any repairs, improvements, or alterations made by Tenant must be completed in compliance with all local, state, and federal laws, and then only by contractors or

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mechanics, or other approved by the Landlord or Landlord's Agent(s). Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Rental Lease Agreement. As used herein "repairs, improvements, or alterations" includes, without limitation, lock changes, painting, replacing fixtures, installing wallpaper, attaching shelves, installing curtains or shades, or other permanent or semi-permanent changes to the Premises. Tenant shall notify Landlord, in writing, of any repairs or alterations contemplated. Decorations include, but are not limited to: painting, wallpapering, or hanging of murals or posters. Tenant shall hold Landlord harmless as to any mechanics" lien, recordation, or proceeding caused by Tenant and agrees to indemnify Landlord and/or Landlord's Agent in the event of any such claim or proceeding.

Tenant's Initials: _____ **OCCUPANTS:** The Tenant shall not allow or permit the Premises to be occupied or used as a residence by any person other than Tenant and the Permitted Occupants. Tenant shall be subject to a fine of \$100/month for any violation of this paragraph, and Tenant agrees to pay any such fine upon receipt of Landlord's demand therefor.

KEYS AND LOCKOUTS: Landlord shall provide a key to the Tenant for the Premises and Landlord shall keep a duplicate key for access. If Tenant changes the lock without supplying Landlord with a key, and Landlord is prevented from entering the Premises due to the lock change, Tenant shall bear the financial cost of Landlord's effort to enter by force. If Landlord or contractor is unable to enter the Premises to perform repair or maintenance tasks due to the Tenant's unauthorized lock change, Tenant will be charged \$100.00 for each violation, which will be charged to Tenant as additional rent and due immediately. If such consent to a lock change is given, Tenant will immediately provide Landlord with a key for the use of Landlord or Landlord's agent pursuant to Landlord's right of access to the Premises. Upon vacating the Premises, Tenant shall return all keys to Landlord or Tenant will be charged \$50.00 per unreturned key. If Tenant is locked out of the Premises, and Landlord must unlock the door for Tenant, then Tenant will be charged a \$75.00 lock-out fee.

Tenant's Initials: _____ **SATELLITE DISHES:** Tenant understands that any installation of a satellite dish/cable requires Landlord approval prior to installation and that installation must be done by a professional. Any equipment attached to buildings is not allowed and could result in a fine of up to five hundred dollars (\$500.00) in addition to all repairs necessary to restore the building to its original condition. Free standing poles in flowerbeds may be allowed with written permission from the Landlord. Prior to authorization of the install of a satellite dish, an increase to the security deposit of fifty dollars (\$50.00) must be paid by Tenant.

SMOKE AND CARBON MONOXIDE DETECTORS: Tenant acknowledges and agrees to locate the smoke detectors and carbon monoxide detectors in the property. The Premises has been equipped with ___hard wired / ☒ battery powered smoke detectors and carbon monoxide detectors. Tenant agrees to test the detectors within five (5) days of move in. Tenant agrees these detectors are in working order and agrees to periodically test the detectors (at least once per week), maintain the smoke detectors and carbon monoxide detectors, and keep them in working order. If the detector is battery powered, Tenant agrees to replace the battery as needed. If, after replacing the battery, the smoke detector does not work, Tenant agrees to inform the Landlord immediately of any malfunction. Upon termination of this tenancy, Landlord will replace all expired or missing smoke detectors, carbon monoxide detectors and/or batteries at the Tenant's expense.

Tenant's Initials: _____ **NO SMOKING:** Neither the Tenant(s), guests, nor any other person shall be allowed to smoke in the Premises or within 150 feet of the Premises, including the use of any vapor products. Tenant also agrees to refrain from burning candles or incense. Any violation shall be deemed a material violation of the Rental/Lease Agreement. Tenant understands that any damage caused by smoking any substance will be considered damage. Damage includes but is not limited to: deodorizing carpet, wax removal, additional paint preparation, replacement of

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drapes, repair or replacement of carpet, countertops, or any other surface damaged due to burn marks and/or smoke damage. Tenant agrees to pay fifty dollars (\$50.00) per day to ionize the Premises to remove any unwanted odors. See Smoke-Free Addendum.

MOVE IN: All appliances and systems in the Premises, including refrigerators, stoves, microwaves, dishwashers, washers, dryers, water heaters, furnaces, etc., will be deemed to be in working condition at the commencement of the Lease term, unless Tenant notifies Landlord, in writing, of any nonfunctioning appliances and/or systems within five (5) days of Tenant's move into the Premises. As of the commencement of the Lease, Tenant acknowledges that Tenant has examined the Premises and approves of the condition of the Premises, including all systems and appliances in the Premises. Taking possession of the Premises by Tenant is conclusive that the Premises are in good order and satisfactory condition.

LANDLORD ENTRY AND INSPECTION: Landlord or Landlord's Agent has the right to enter the Premises to make necessary repairs, alterations, to show to prospective Landlords or Tenants, and to inspect the Premises with a twenty-four (24) hour notice. The Landlord/Agent reserves the right to visit the property within the first ninety (90) days of occupancy and every four (4) to six (6) months thereafter to determine any needed maintenance or review any issues related to the property and/or its Tenant. The Landlord/Agent will notify the Tenant thirty (30) days in advance of the necessity to visit the property for this purpose. During the last thirty (30) days of occupancy, Tenant authorizes the Landlord to inspect the property, place a "FOR RENT" sign on the property, and to show the property to prospective Tenants.

Tenant's Initials: _____ **MOVE OUT AND CLEANING INSTRUCTIONS:** If Tenant intends to move out, Tenant must give Landlord **60-days** advanced written notice, delivered to the Landlord's place of business and must supply a forwarding address to Landlord, or Tenant may forfeit the entire security deposit to Landlord as liquidated damages, in Landlord's sole and absolute discretion. Tenant agrees that Tenant will leave the Premises in the same or better condition than when Tenant moved in (ordinary wear and tear excepted) or may be charged for any repairs or cleaning needed to prepare the Premises for the next tenant. Upon receipt of Tenant's notice to vacate the Premises, Landlord will schedule a move-out inspection of the Premises. Tenant has the right, but not the obligation, to be present for this inspection, which will take place after all of Tenant's belongings have been removed from the Premises. Tenant(s) will be given documents and instructions from Landlord regarding the Move-Out Process.

PREMISES RELOCATION: If Tenant desires to relocate to another unit/property owned by Landlord, and Landlord consents to such relation, in its sole and absolute discretion, a relocation fee may be charged to Tenant, plus any cleaning or damage charges attributable to the Premises being vacated. In such event, Tenant's security deposit and credit for any prepaid rent shall transfer to the new unit/property; provided, that Tenant may be required to provide additional security deposit and/or prepaid rent, as determined by Landlord, in connection with such relocation.

NOTICES: Any notices required by either law or this Lease may be hand delivered to Tenant or mailed to the Premises. If there is more than one Tenant signing this Lease, then any notice given by Landlord to any one Tenant will constitute notice to all Tenants.

ATTORNEY/COLLECTION FEES: Should it become necessary for Landlord to employ an attorney to enforce any part of this Lease or applicable laws, any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred in connection therewith, including a reasonable attorneys' fee. If Tenant becomes delinquent on rent or fees due, Tenant agrees to pay all landlord/agent charges including 18% annual interest.

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INDEMNIFICATION & LIABILITY: Landlord shall not be liable for any acts by, damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person on, about, or entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all injuries, losses, claims, damages or assertions of every kind and nature to any person or property while on the Premises, or arising in any way out of Tenant's use or occupancy of the Premises.

DEFAULT. If Landlord breaches this Lease, Tenant may seek any relief provided by law. If Tenant fails to comply with any of the material provisions of this Rental Lease Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Rental Lease Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Rental Lease Agreement.

MILITARY CLAUSE:

- The Tenants in this Rental/Lease Agreement are NOT members of the military and do not require a military clause.
- The Tenants in this Rental/Lease Agreement are members of the military and will be released from this agreement with thirty (30) days written notice if military orders command them to relocate to an assignment farther than twenty (20) miles from the Premises.

INVALID CLAUSES: Any provision of this Lease that is found unenforceable or invalid shall not affect any other term or provision contained herein and all other provisions of this Lease shall be enforceable and valid as permitted by applicable laws. If such invalid or unenforceable provisions exist, at Landlord's sole discretion, those provisions shall be (a) modified to the extent necessary to comply with such law, or (b) removed from this Lease and will cease to be a part thereof.

SUBORDINATION OF LEASE. This Rental Lease Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all existing and future mortgages, deeds of trust, liens, encumbrances, or other security interests now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

TENANT'S HOLD OVER. If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Rental Lease Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at **\$2,090 (RENT) + \$25/PET FOR A TOTAL OF \$2,115 per month** and except that such tenancy shall be terminable upon sixty (60) days written notice served by either party.

SURRENDER OF PREMISES. Tenant shall surrender possession of the Premises and return the keys to the Landlord or Landlord's agent, immediately upon expiration of this Lease, or upon termination dues to Tenant's breach. Surrender of possession shall also be deemed to have occurred if the Tenant returns the keys to the Landlord prior to the expiration of this Lease. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Rental Lease Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

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WAIVER: The failure of the Landlord to insist, in any one or more instances, upon strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

CRIMINAL ACTIVITY BY TENANT. IF Tenant(s) or occupant(s), visitors, or guests on one or more occasions, uses or permits the use of the leased Premises for the commission of a felony or Class A misdemeanor under the laws of Illinois, Landlord shall have the right to void the lease and recover the leased Premises.

RULES AND REGULATIONS OF CONDOMINIUM/HOMEOWNERS ASSOCIATION. IF the Premises is a condominium or part of a Homeowners Association, Tenant (and any person occupying the Premises and any of the Tenant's guests, invitees, and/or assigns) shall comply at all times with any and all rules, regulations, bylaws, easements, declarations, covenants, restrictions, directions, and/or other provisions of the Condominium/Homeowners Association for the leased Premises. Tenant (and/or Tenant's assigns) does not obtain any voting rights of Landlord with respect to any matters for which a vote is held by or on behalf of the Condominium/Homeowners Association.

ATTACHMENTS: The undersigned Tenant hereby acknowledges, by initialing, that the following attachments and/or addendums to this agreement are incorporated into this Rental/Lease Agreement or as required by Local, State, or Federal Law:

- _____ Inventory and Inspection Record (a.k.a. Move-in/Move-Out Condition Report)
- _____ Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (if Premises built prior to 1978)
- _____ Maintenance Addendum
- _____ Early Termination by Military Personnel Addendum
- _____ HVAC Addendum
- _____ Hardwood Floor Addendum
- _____ Bed Bugs Addendum
- _____ Pet Addendum
- _____ Rules and Regulations Addendum
- _____ Crime Free Addendum
- _____ Smoke-Free Addendum
- _____ OTHER: _____

ENTIRE LEASE: Time is of the essence. This Rental/Lease Agreement and any attached addendums constitute the entire Rental/Lease Agreement between the Landlord and Tenant and can only be changed by a written instrument signed by both Landlord or Landlord's Agent and Tenant. No agreement made verbally outside this Lease Agreement shall be considered valid or legally binding. It is intended as a final expression of their agreement with respect to the general subject matter covered, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Rental/Lease Agreement constitutes the complete and exclusive statement of its terms and conditions, and that no extrinsic evidence whatsoever may be introduced in a judicial or other proceeding, if any, involving this agreement.

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ATTORNEYS FEES: In any action or proceeding arising out of this Rental/Lease Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

INTERPRETATION OF CONTRACT:

- **I do not need an interpreter and can understand the Rental/Lease Agreement in its entirety.**
- I have provided an interpreter for renting the property and interpreting the Rental/Lease Agreement.
 - My interpreter's name is: _____
 - Address: _____

TENANT INFORMATION: Tenant acknowledges and understands that during or after the term of this Agreement, the Landlord may, at the request of third parties, provide information about Tenant or relating to the Tenancy in accordance with applicable laws.

FORM: The Landlord and Tenant hereby acknowledge that their agreement is evidenced by this form contract which may contain some minor inaccuracies when applied to the particular factual setting of the parties. The Landlord and Tenant agree that the courts shall liberally and broadly interpret this lease, ignoring minor inconsistencies and inaccuracies, and that the courts shall apply the lease to determine all disputes between the parties in the manner which most effectuates their intent as expressed herein. The following rules of construction shall apply: (1) handwritten and typed additions or alterations shall control over the preprinted language when there is an inconsistency between them; (2) the lease shall not be strictly construed against either the Landlord or the Tenant; (3) paragraph headings are used only for convenience of reference and shall not be considered as a substantive part of this lease; (4) words in the singular shall include the plural and the masculine shall include the feminine and neuter genders, as appropriate; and (5) the invalidity of one or more provisions of this lease shall not affect the validity of any other provisions hereof and this lease shall be construed and enforced as if such invalid provision(s) were not included.

AMENDMENT OF LAWS: In the event that subsequent to the execution of this lease any state statute regulating or affecting any duty or obligation imposed upon the Landlord pursuant to this lease is enacted, amended, or repealed, the Landlord may, at his option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this lease.

EMINENT DOMAIN AND CASUALTIES: The Landlord shall have the option to terminate this lease if the Premises, or any part thereof, are condemned or sold in lieu of condemnation or damaged by fire or other casualty.

RECORDING OF RENTAL LEASE AGREEMENT. Tenant shall not record this Rental Lease Agreement on the Public Records of any public office. In the event that Tenant shall record this Rental Lease Agreement, this Rental Lease Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

GOVERNING LAW. This Rental Lease Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Illinois in which the Premises is located. Venue is proper in the county in which the Premises is located.

SEVERABILITY. If any provision of this Rental Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Rental Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

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BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

HEADINGS: Section headings or titles in this Lease are for convenience only and shall not be deemed to be part of the Lease.

DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

CONSTRUCTION/PRONOUNS: The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

NON-WAIVER. No delay, indulgence, waiver, non-enforcement, election or non-election by Landlord under this Illinois Lease Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.

WAIVER OF JURY TRIAL: TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

NOTICE OF LANDLORD DEFAULT: In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice specifying the nature of Landlord's default and Landlord will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a 30-day period, to commence action and proceed diligently to cure such alleged default.

COVENANTS, CONDITIONS AND RESTRICTIONS: This Lease shall be subject to and Tenant shall comply with all recorded covenants, conditions and restrictions affecting the Premises. Tenant's failure to comply with such covenants, conditions and restrictions shall be a default of this Lease.

MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Illinois Lease Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

NOTICE. Any notice required or permitted under this Lease or under state law shall be delivered to Tenant at the Property address, and to Landlord at the following address:

- **Hinez Property Management, LLC., 205 N. MICHIGAN AVE, STE 810, CHICAGO, IL 60601-5902**

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 45 days written notice to tenant that the Premises have been sold.

FULL DISCLOSURE: The Tenant signing this Rental Contract hereby state that all questions about this Rental Lease Agreement have been answered, that they fully understand all the provisions of this agreement and the obligations and responsibilities of each party, as spelled out herein.

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They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Rental Lease Agreement is acknowledgment and agrees to abide by the terms set forth in this Lease and any attached addendums, and he/she has received a signed copy of the Rental Agreement.

Dated as of this _____ day of _____, 20_____

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

Tenant Print Name

LANDLORD: HINEZ PROPERTY MANAGEMENT, LLC.

Address: 205 N. MICHIGAN AVE, STE 810, CHICAGO, IL 60601-5902

Telephone: 1-800-484-0482 Fax: 1-800-484-0482 E-mail: Rentals@HinezPropertyManagement.com