

# CHICAGO APARTMENT LEASE

Unfurnished

DATE OF LEASE	BEGINNING	ENDING	MONTHLY RENT	SECURITY DEPOSIT
				NONE

**LESSEE**

**LESSOR**

**NAME:**

**Owner or Authorized Management Agent:**  
Bertsch Properties (as agent for owner)

**APT. NO.**

4554 N Maplewood

**ADDRESS OF PREMISES:**

Chicago, Illinois 60625 (773) 267-1115

**CITY: CHICAGO, ILLINOIS 606**

**Person Authorized to Act on Behalf of Owner for Purpose of Service of Process and Receipt of Notices:**

**NOTICE OF CONDITIONS AFFECTING HABITABILITY**

Eloy Burciaga, Attorney

I hereby acknowledge that Lessor has disclosed any code violations, code enforcement litigation and/or compliance board proceedings during the previous 12 months for the apartment and common area and any notice of intent to terminate utility service, copies of which, if any, were provided to me.

4554 N, Maplewood

Chicago, Illinois 60625

In consideration of the mutual agreements and covenants herein stated, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for a private dwelling, the Apartment designated above, together with the fixtures and appliances belonging thereto, for the above Term.

**ADDITIONAL COVENANTS AND AGREEMENTS (if any).**

1. No dogs or waterbeds allowed.
2. Lease shall be canceled with a Ten Day Notice if anyone other than Lessee(s) live(s) in the premises.
3. Please make checks payable to and mail to Eloy Burciaga, 4554 N. Maplewood Av. Chicago, IL 60625.
4. Late fee is \$\_\_\_\_\_, lockout fee is \$35.00, NSF fee is \$25.00, key set fee is \$50.00 if not returned at lease termination.
5. Rider attached to lease is hereby incorporated into this lease.
6. Tenant responsible for Electricity and cooking gas
7. Lessee is urged to secure renter's insurance for personal/household items in apartment herein, as Lessor's insurance will not insure any damage to said items.

**LEAD PAINT DISCLOSURE (for housing built prior to 1978) Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (INITIAL)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) \_\_\_\_\_ Know lead-based paint and/or lead-based paint hazards are present in the housing (explain)
- (ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the Lessor (check (i) or (ii) below):
- (i) \_\_\_\_\_ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below)
- (ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing

Lessee's Acknowledgement (initial)

- (c) \_\_\_\_\_ Lessee has received copies of all information listed above
- (d)            **Lessee has received the pamphlet Protect Your Family from Lead in Your Home**

Agent's Acknowledgement (initial)

- (e) \_\_\_\_\_ Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance

**ACKNOWLEDGEMENT OF RECEIPT OF LANDLORD/TENANT ORDINANCE**

- Lessee has received a copy of the Chicago Residential Landlord/Tenant Ordinance Summary.**

**LESSEE**

**LESSOR**

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

**LEASE COVENANTS AND AGREEMENTS**

1. **RENT:** Lessee shall pay to the Lessor or Lessor's agent the monthly rent set forth above on or before the first day of each and every month in advance at Lessor's address stated above or such other address as Lessor may designate in writing. The time of each and every payment of rent is of the essence of the Lease. Rent is due on the 1st of the month.
2. **LATE CHARGES:** The monthly rent shall be increased \$10.00 per month for the first \$500.00 in monthly rent plus five (5%) percent per month for any amount in excess of \$500.00 in monthly rent if paid after the 5th of the month. Rent shall be considered received, if mailed, on the date of receipt. Rent is due on the 1st of each month.
3. **SECURITY DEPOSIT:** Lessor does not request security deposit nor is Lessee posting any security deposit in connection with rental of this unit.
4. **POSSESSION:** If Lessor cannot give Lessee possession on the date fixed for commencement of the term, the rent shall be abated until such time as the premises are available for Lessee's occupancy, or Lessee may upon written notice terminate the Lease.
5. **APPLICATION:** The Lessee's application and all the representations contained therein are incorporated as a part of this Lease. Lessee warrants that all the information contained in the application is true, and that if any of said information is false, Lessor may terminate this Lease.
6. **CONDITION OF THE PREMISES:** Lessee has examined the premises prior to accepting same and prior to the execution of this Lease, and Lessee is satisfied with the physical condition thereof, including but not limited to the heating, plumbing and smoke detectors and taking possession shall be conclusive evidence of Lessee's receipt thereof in good order and repair. No promises as to condition or repair have been made by Lessor or his agent which are not herein expressed, and no promises to decorate, repair or modify the premises, which are not contained herein, have been made by Lessor or his agent.
7. **LESSEE TO MAINTAIN:** Lessee shall keep the premises and the fixtures and appliances therein in a clean and healthy condition, and in good repair, and in

- accordance with any and all ordinances in such cases made and provided, at Lessee's own expense, and upon the termination of this lease, for any reason, shall yield and return the same back to Lessor in as good condition of cleanliness and repair as at the date of the execution hereof, reasonable wear and tear excepted. Lessee shall make all necessary repairs to the premises whenever damage to the same has occurred or repairs are required due to Lessee's conduct or neglect, and shall replace all broken glass and fixtures. Upon Lessee vacating the premises, if the premises are not in good repair and in a clean, slightly and healthy condition, Lessor or his agents may replace the premises in the same condition of repair, sightliness and cleanliness as existed at the date of execution of this Lease; Lessee agrees to pay Lessor for all expenses incurred by Lessor in replacing the premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities, or any other portion of the premises.
8. **USE OF PREMISES:** The premises shall be occupied solely for residential purposes by Lessee and those persons listed in the Application for the Lease. Neither Lessee nor any persons residing with or visiting Lessee shall suffer, perform or permit any act or practice that may damage the reputation of the Building or be injurious or disruptive to the Building and operation thereof, or be disturbing to other tenants, be illegal, immoral, or increase the rate of insurance on the Building. Lessee shall be responsible for the conduct of all persons residing with, or visiting Lessee.
  9. **SUBLET OR ASSIGNMENT:** Lessee shall not sublet the premises or any part thereof, nor assign this Lease, without, in each case, prior written consent of Lessor which consent shall not be unreasonably withheld. Lessor shall accept a reasonable sublease as provided by ordinance.
  10. **NO ALTERATIONS:** Lessee shall not make any alterations to the premises nor install any appliances, locks or other equipment of any kind without the prior written consent of Lessor.
  11. **ACCESS:** Lessee shall not unreasonably withhold consent to the Lessor to enter the apartment at reasonable times for reasonable purposes as provided by statute or

ordinance.

**12. HEAT AND WATER:** Lessor shall furnish hot and cold water and if heating is under the control of the Lessor and supplied through central building boiler, shall also furnish heat in reasonable amounts at reasonable hours as provided by statute or ordinance except when prevented by causes beyond Lessor's control or when the water and heating system are being repaired.

**13. RIGHT TO RELET:** If Lessee shall remove a substantial portion of his personal property or otherwise abandon or vacate the premises, the Lessor may immediately re-let the premises as provided by ordinance; or if the premises become vacant by reason of Lessee's breach, or if this Lease has been terminated by reason of Lessee's breach, or if Lessee has been evicted, Lessor may re-let the premises, and Lessee shall be liable and pay for the expenses of reletting and losses to the end of the term or as provided by ordinance. Tenant's obligation to pay rent during the term or any extension thereof shall continue and shall not be waived, released or terminated by the service of a Five Day Notice, demand for possession, notice of termination of tenancy, the filing of a forcible entry and detainer action, or judgment for possession, or any other act resulting in the termination of Lessee's right of possession.

**14. FORCIBLE DETAINER:** If Lessee defaults in the payment of rent or any part thereof, Lessor may distrain for rent and shall have a lien on Lessee's property for all monies due Lessor, or if Lessee defaults in the performance of any of the covenants or agreements herein contained, Lessor or his agents, at his option, may terminate this Lease, and, if abandoned or vacated, may re-enter the premises. Non-performance of any of Lessee's obligations shall constitute a default and forfeiture of this Lease, and Lessor's failure to take action on account of Lessee's default shall not constitute a waiver of said default.

**15. NOTICES:** Any demand or notice may be served by delivering a copy to the Lessee, or by leaving the same with some person above the age of twelve years, residing on or in possession of the premises; or by sending a copy of said notice to the Lessee by certified mail, return receipt requested, or by posting the same on Lessee's door to the premises, if no one is in actual possession of the premises or Lessee refuses to answer the door.

**16. FIRE AND CASUALTY:** If the premises shall be rendered untenable by fire or by other casualty, the landlord shall not be obligated to restore the premises and tenant may terminate this Lease as provided by statute or ordinance.

**17. DISHONOR:** In the event that Lessee's rental payment is dishonored when negotiated by Lessor or his agents, Lessor shall have no obligation to redeposit same, and reserves the right to demand that all future rental payments be made by money order or certified funds. Lessee shall pay Lessor the sum of \$25.00 as additional rent for any dishonored payment.

**18. SURRENDER OF PREMISES AND RETURN OF POSSESSION:** Lessee shall not be required to renew this Lease more than ninety days prior to its expiration as provided by ordinance, and Lessor shall notify Lessee of Lessor's intention not to renew the Lease at least thirty days prior to its expiration so long as Lessee is not in default under the terms of this Lease, as provided by ordinance. At the termination of this Lease, by lapse of time or otherwise, Lessee shall yield up and surrender immediate possession to Lessor, and deliver all keys to Lessor or his agent. If Lessee fails to vacate the premises upon termination, Lessee shall pay a sum equal to double the amount of rent herein set forth as liquidated damages for the time that possession is withheld; and

(A) Lessor may, by giving Tenant written notice thereof, extend the term of this Lease upon all the terms and conditions herein for one year, but with a rental of 20% greater than the rental contained herein; or

(B) If Lessor fails to provide written notice to Lessee of Lessor's election under (A), Lessee shall become a month-to-month tenant, upon all the terms and conditions contained herein. Lessee shall also compensate Lessor for any and all damages incurred by Lessor by virtue of Lessee's failure to vacate the said premises in accordance with the terms of this Lease. The payment or acceptance of rent after expiration of the Lease, shall not extend this Lease.

**19. EMINENT DOMAIN:** If the whole or a substantial portion of the premises is condemned by any competent authority for any public use or purpose, this Lease shall be terminated.

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

**21. LEGAL EXPENSES:** Lessee shall pay all costs, expenses and attorney's fees which shall be incurred or expended by Lessor due to Lessee's breach of the covenants and agreements of this Lease, to the extent provided for by law, court rules, statute or ordinance

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

**23 BINDING ON HEIRS:** All covenants contained herein shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, assigns and successors.

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

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

**26 STORAGE:** Lessor shall not be obligated to provide Lessee storage.

**27 INSURANCE:** Lessor is not an insurer of Lessee's property. Lessee shall carry sufficient insurance to insure all of Lessee's property located on Lessor's premises.

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

**29 RULES AND REGULATIONS:** Lessee shall observe and abide by the Rules and Regulations set forth in this Lease, and agrees to be bound by and comply with any further reasonable rules and regulations as may be established by the Lessor.

#### RULES AND REGULATIONS

1. No dogs or other animals shall be kept or allowed in the premises except with the Lessor's prior consent, and subject to the conditions set forth in any such consent. No animals are permitted without a leash in any public areas of the premises.

2. No additional locks or other similar devices shall be attached to any door without Lessor's written consent.

3. Lessee shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the premises any inflammable fluids or materials which may be hazardous to life or property.

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

5. No musical instrument shall be played and no radio or television set shall be operated at any time in such manner as to disturb or annoy other occupants of the Building, nor shall other noises be made which will disturb or annoy any occupants of the Building. Operation of electrical devices which interfere with radio or television reception is not permitted.

6. All moving and delivery shall be through the rear entrance, stairway or service elevator at hours designed by Lessor.

7. Lessee shall maintain the smoke detectors, and replace the batteries when necessary.

8. Lessee shall not install or maintain a washer, dryer or dishwasher on the premises without Lessor's prior written consent. Lessee shall not run water for an unreasonable length of time.

9. Lessee shall only cook in the kitchen and shall not barbecue on porches or balconies.

10. Washrooms shall not be used for any purpose other than that for which they are designed, and no rubbish, rags, or injurious items shall be placed in plumbing facilities or receptacles.

11. Lessee shall not place nor permit any article or antenna outside of the windows, on the exterior walls, or on the roof of the Building, and shall not throw or drop any article from any window.

12. Lessee shall not place, erect or install any signs or advertisements on the windows, nor on any part of the Building or premises.

13. All garbage or refuse shall be securely wrapped and placed in the incinerator or garbage container.

14. Water beds are not permitted in the premises without Lessor's written consent.

15. Lessee shall not interfere in any manner with the heating or lighting or other fixtures in the Building nor run extension cords or electrical appliances in violation of the Building Code.

16. Lessee shall not solicit, canvass nor conduct any door-to-door activities on the premises.

17. Lessor has the right to bar individuals from the premises. You must inform your guests of all Lease provisions regarding use of the premises and all Rules and Regulations. If these provisions are violated by your guests, they may be barred and/or arrested for criminal trespassing, after they have received a barred notice and then have been placed on a barred list by Lessor. If you violate the Lease or any of the Rules and Regulations, it is grounds for termination of your tenancy.

#### ASSIGNMENT BY LESSOR

In consideration of One Dollar to the undersigned in hand paid, and of other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor hereby transfers, assigns and sets over to all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to \_\_\_\_\_, 20\_\_\_\_\_.

Dated \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

#### GUARANTEE

In consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

Dated \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ (SEAL)

