

**CHICAGO APARTMENT LEASE AGREEMENT**

**YOU ARE LEGALLY BOUND BY THIS DOCUMENT AND ANY RIDERS OR ADDENDA ATTACHED HERETO. PLEASE READ IT CAREFULLY. BEFORE SUBMITTING A RENTAL APPLICATION OR SIGNING THIS LEASE AGREEMENT, YOU MAY TAKE A COPY OF THESE DOCUMENTS TO REVIEW AND/OR CONSULT AN ATTORNEY. ADDITIONAL PROVISIONS OR CHANGES MAY BE MADE IN THE LEASE AGREEMENT IF AGREED TO IN WRITING BY ALL PARTIES.**

Related Management Company, L.P., as Management Agent for  
 Related BIT 500 Lake Shore Owner, LLC  
 Tel:

**Notice: The on-site Management Office mailing address is:**

<b>Unit Address/Apartment #:</b>					
<b>Date of Lease</b>		<b>Monthly Rent</b>		<b>Security Deposit</b>	
<b>Lease Start Date</b>					
<b>Lease End Date</b>		<b>Admin Fee (One-Time, Non-Refundable Fee)</b>			
<b># of Occupants</b>		<b>Total Monthly Rent (Due on or before the 1<sup>st</sup>)</b>		<b>Total Deposits</b>	
<b>CONCESSION GRANTED</b> (Rider attached, if applicable):		Early Occupancy Agreement (Attached, if applicable)			

1. PARTIES. This Lease Agreement (“Lease Agreement”), entered into on \_\_\_\_\_ is by and between Landlord: Related Management Company, L.P., whose address is \_\_\_\_\_, as agent for Related BIT 500 Lake Shore Owner, LLC (“Landlord”), and Tenant (as defined below; list below all people signing the Lease Agreement):

Leaseholder Name(s)	Current Address(es)

(each of the above may be individually and collectively referred to as “Tenant”). Tenant has agreed to rent Apartment Number \_\_\_\_\_ (“Apartment”) in the building located at \_\_\_\_\_ (“Property”) as a private residence only. Each individual Tenant is responsible for compliance in full, financially and otherwise, with the terms of this Lease Agreement on a joint and several basis. If anyone else has guaranteed performance of this Lease Agreement, a separate Lease Agreement Guaranty for each such guarantor is attached.

2. OCCUPANTS. Tenant will occupy the Apartment along with Tenant’s family members and/or the additional occupants listed below (“Occupants”):

Occupant Name(s)	Relationship to Tenant

3. TERM AND DELAY OF OCCUPANCY. The initial term of this Lease Agreement begins on \_\_\_\_\_ (“Commencement Date”) and ends on \_\_\_\_\_, unless earlier terminated by Landlord or Tenant as provided in this Lease Agreement (“Termination Date”) (the complete period from the Commencement Date through the Termination Date is referred to as the “Lease Term”).

If Tenant’s taking possession of the Apartment is delayed due to construction, repairs, cleaning, or a previous tenant’s holding over, then Tenant shall have the following options provided for by local ordinance: (a) Total Monthly Rent (as defined below) shall abate until possession of the Apartment is delivered; or (b) Tenant may provide written notice to Landlord terminating this Lease Agreement, and upon termination, Landlord shall return all prepaid rent and the Security Deposit (as defined below) to Tenant; or (c) Tenant may demand performance of this Lease Agreement by Landlord, and, if Tenant elects, maintain an action for possession of the Apartment against Landlord or any person wrongfully in possession of the Apartment and recover damages from such person.

4. NOTICE OF TERMINATION OR RENEWAL. Landlord will provide written notice to Tenant at least sixty (60) days prior to the Termination Date of this Lease Agreement of Landlord’s intention to terminate or not renew this Lease Agreement. Tenant will provide written notice to Landlord of Tenant’s intention to terminate or not renew this Lease Agreement at least sixty (60) days (but in no event more than ninety (90) days) prior to the Termination Date. Landlord or Tenant will provide to the other at least thirty (30) days’ prior written notice of Landlord’s or Tenant’s intention to terminate a month-to-month tenancy as provided for in this Lease Agreement. Tenant shall be responsible for following the move out/termination procedures as set forth in Paragraph 32 below.

5. SECURITY DEPOSIT. Tenant shall deposit with Landlord, in trust, a security deposit of \_\_\_\_\_ (“Security Deposit”). The Security Deposit will be kept in a segregated, federally insured, interest bearing account at Bank of America, 101 South Tryon St., Charlotte, NC 28255, a financial institution with branches located in the State of Illinois.

Upon accepting the Security Deposit, Landlord shall give Tenant a receipt showing (a) the amount of the Security Deposit, (b) the name of Landlord’s representative receiving the Security Deposit, (c) the name of the Landlord for whom the representative is accepting the Security Deposit, (d) the date of receipt, and (e) a description of the Tenant’s unit. This receipt must be signed by Landlord’s representative receiving the Security Deposit.

The Security Deposit and interest due thereon shall continue to be Tenant’s property, shall not be commingled with Landlord’s assets, and shall not be subject to the claims of any creditor of Landlord’s or of Landlord’s successors in interest, including a foreclosing mortgagee or trustee in bankruptcy. However, Landlord may deduct from such Security Deposit or interest due thereon the following, without limitation: (a) any unpaid Total Monthly Rent, the payment of which has not been validly withheld or deducted by Tenant pursuant to state or federal law or local ordinance; and (b) a reasonable amount necessary to repair any damage caused to the Apartment or the Property by Tenant or any person under Tenant’s control or on the premises with Tenant’s consent, reasonable wear and tear excepted.

Subject to the Chicago Residential Landlord and Tenant Ordinance (the “RLTO”), if Landlord holds the Security Deposit under this Lease Agreement for a period of greater than six (6) months, Landlord shall pay to Tenant interest on the Security Deposit accruing from the Commencement Date at the rate provided in the RLTO. Landlord shall, within thirty (30) days after the end of each twelve (12) month rental period, pay to Tenant any such interest, either in cash or as a credit applied to Total Monthly Rent due. Subject to the RLTO and the provisions of this Lease Agreement, Landlord shall return the Security Deposit and all accrued, unpaid interest thereon, less deductions, to Tenant within forty-five (45) days after Tenant has surrendered or otherwise vacated the Apartment under the terms of Paragraph 36 below.

6. RENT AND CHARGES/HOLDOVER. The monthly rent (“Total Monthly Rent”) as shown on page one (1) of this Lease Agreement is due on the FIRST (1st) day of each month in advance and shall be remitted to the on-site management office. **Tenant agrees that no amount of Total Monthly Rent will be paid in cash at any time.** Each and every Tenant signatory of this Lease Agreement shall be fully liable, jointly and severally, for the full amount of Total Monthly Rent. Total Monthly Rent shall be pro-rated for the first and last month of the Lease Term if the Commencement Date or Termination Date occurs on a date other than the first or last day of a month, as applicable. If the Commencement Date is not the first of the month, Tenant’s pro-rated Total Monthly Rent will be due upon the execution of this Lease Agreement.

Unless agreed to by Landlord, Tenant’s early move out, abandonment, and/or other termination of Tenant’s occupancy of the Apartment for any reason prior to the Termination Date shall not relieve Tenant of Tenant’s financial obligations under this Lease Agreement, subject to local ordinance. Tenant is hereby notified that a negative credit report affecting Tenant’s credit record

maybe submitted to credit reporting agencies if Tenant fails to fulfill the terms of this Lease Agreement.

If Total Monthly Rent is not received by the fifth (5th) day of any month in which Total Monthly Rent is due, then Total Monthly Rent for each such month shall be increased by \$10.00 per month for the first \$500.00 of Total Monthly Rent plus five percent (5%) of any amount of Total Monthly Rent in excess of \$500.00. Tenant shall also pay a charge of \$50 for each returned check or rejected electronic payment as additional rent includable in Total Monthly Rent.

On the Termination Date, Tenant shall surrender immediate possession of the Apartment to Landlord, and deliver any and all keys and access devices to the Apartment, Property, and any mail boxes, storage units, or amenities to Landlord or Landlord's representative. If Tenant fails to vacate the Apartment as of the Termination Date, Tenant shall pay to Landlord a sum equal to 150% of Total Monthly Rent for each month of occupancy after the Termination Date. Tenant shall also compensate Landlord for any and all damages incurred by Landlord by virtue of Tenant's failure to vacate the Apartment in accordance with the terms of this Lease Agreement. The payment by Tenant or acceptance by Landlord of rent after Termination Date shall not extend this Lease Agreement.

A key fob will be issued upon move-in for each Apartment. If a key fob is lost or needs replacement, a fee of \$50 will be charged to Tenant.

Please note that one spare key fob will be available at the front desk for the Tenant's use and convenience. In the event that the spare key fob is not returned by the Tenant and/or Tenant's guest, and therefore is not available, the following lock-out fees will be charged to unlock the Apartment entrance doors:

- a. 7:00 A.M. – 11:30 P.M. (Sunday through Saturday) = \$25.00
- b. 11:30 P.M. – 7:00 A.M. (Sunday through Saturday) = \$50.00

The above rates may be adjusted from time to time at the sole discretion of the Landlord.

7. UTILITIES. Each utility service not provided at Landlord's expense shall be provided to the Apartment at Tenant's expense on a separate metering and/or billing basis either directly from the utility provider or on a sub-metering basis or percent allocation basis. If any utilities are sub-metered for the Apartment, or prorated by an allocation formula, Landlord shall attach a Utility Rider to this Lease Agreement showing such formula. Landlord may not modify the method by which utilities are furnished to the Apartment and/or billed to Tenant during the Lease Term, including, but not limited to sub-metering of the Apartment or Property for certain utility services or billing Tenant for utilities previously included within the Total Monthly Rent, unless by written agreement with Tenant or on thirty (30) days' written notice prior to the Termination Date. If Tenant's failure to pay any utility charges causes a threatened or actual discontinuance of any utility services, Landlord may have Tenant's utility accounts transferred to Landlord and Landlord will pay the utility charges to avoid a utility shutoff. Tenant's non-payment of utility charges resulting in discontinuance of or threatened discontinuance of the supply of any utility shall constitute material non-compliance with and a breach of this Lease Agreement. Tenant shall reimburse Landlord for any amounts paid by Landlord to utility

providers as additional rent includable in Total Monthly Rent, plus a \$100.00 administrative fee, within ten (10) days of receiving notification from Landlord that Landlord has paid Tenant's utility charges arising as described above. Tenant agrees that Tenant shall not cause or permit any waste, misuse or neglect of any utilities. Landlord shall in no event be liable to the Tenant for any failure to provide any utilities and/or services or for injury or damage, which may arise from the temporary or permanent interruption of one or more utilities and/or services.

8. **INSURANCE.** Landlord urges Tenant to obtain Tenant's own insurance for losses to Tenant's personal property or injuries due to theft, fire, water damage, pipe leaks and the like. Landlord does not maintain insurance to cover Tenant's personal property or personal injury. Landlord is not responsible to any Tenant or its licensees, invitees or guests, or occupants of the Apartment or Property, for damage or loss of personal property or personal injury caused by (including but not limited to) smoke, fire, rain, lightning, flood, wind, hail, ice, snow, explosions, earthquakes, tornados, hurricanes, interruption of utilities, water and pipe leaks, theft, vandalism, or the negligence of other tenants or their respective licensees, invitees or guests, or occupants of other apartments or the Property, unless otherwise required by law.

9. **ALTERATIONS, DAMAGE, REPAIRS, REPLACEMENTS AND REKEYING.** Tenant shall not make any alterations to the Apartment or Property or install any appliances, locks or other equipment of any kind without Landlord's prior written consent. Tenant must reimburse Landlord within thirty (30) days of Landlord's demand for all service, repairs or replacements arising from the misuse, damage or unauthorized alteration to Landlord's personal property by Tenant or its licensees, invitees or guests. If Tenant fails to reimburse Landlord on a timely basis as provided herein, or if Tenant has requested that Landlord repair, replace or rekey the same item of Landlord's personal property during the thirty (30) days preceding a subsequent request, then Landlord may require that Tenant pay in advance before Landlord complies with any of Tenant's subsequent requests that Landlord repair, replace or rekey Landlord's personal property which was misused, damaged or altered by Tenant or its licensees, invitees or guests. Tenant shall not remove any of Landlord's personal property, including, without limitation, furnishings or appliances, from the Apartment or Property.

10. **DAMAGES AND REIMBURSEMENT.** Tenant shall reimburse Landlord on demand for losses, damages, costs of service, repair or replacement, or charges levied by government authorities due to violations of the Lease Agreement or the House Rules (as defined below) by Tenant or its licensees, invitees or guests, including, without limitation, damages arising from improper use, negligence, or intentional conduct, or violations of any state or federal law or local ordinance. Without limitation, Tenant may be liable for costs of service, repair or replacement due to (a) damage to doors, windows, or screens; (b) damage from windows or doors left open; and (c) damage from wastewater stoppages caused by improper objects in lines exclusively serving the Apartment. Landlord may demand reimbursement from Tenant at any time, including payment in advance for repairs of damage for which Tenant is responsible. Delay by Landlord in demanding reimbursement hereunder shall not waive Landlord's right to reimbursement from Tenant as provided herein.

11. **ABANDONED PERSONAL PROPERTY.** Landlord may dispose of any of Tenant's personal property abandoned in the Apartment or on the Property in accordance with state and federal law or local ordinance. Abandonment is defined herein in accordance with the RLTO.

12. **LEASE AGREEMENT CHANGES.** No changes to this Lease Agreement are effective nor are any changes to this Lease Agreement permitted unless agreed to in writing by Landlord and Tenant, except for reasonable changes of the House Rules as described in Paragraph 14 below. If this Lease Agreement continues as a month-to-month tenancy as provided in Paragraph 4 above, then Landlord may give Tenant forty-five (45) days' advance written notice of any increase in the Total Monthly Rent or changes to this Lease Agreement (a "Change Notice"). Unless Tenant provides Landlord with a notice of termination of the month-to-month tenancy as provided for in Paragraph 4 above, this Lease Agreement will automatically renew on a month-to-month basis with such increased Total Monthly Rent or changes to this Lease Agreement as specified in the Change Notice following expiration of the forty-five (45) day notice period provided above. The Lease Agreement as so modified will begin on the date stated in the Change Notice (without necessity of Tenant's signature) unless Tenant gives Landlord written move-out notice as provided in Paragraph 31 below.

13. **DISCLOSURE RIGHTS.** Landlord may provide information regarding Tenant or Tenant's rental history in response to requests made for law-enforcement, governmental, or business purposes. All such disclosures shall be made in accordance with applicable state or federal laws and local ordinances.

14. **HOUSE RULES AND REGULATIONS.** Tenant and its licensees, invitees and guests must comply with Landlord's written House Rules and Regulations (the "House Rules"), which set forth, among other things, guidelines for the care of Landlord's property, both real and personal. The House Rules are considered part of this Lease Agreement and incorporated herein. Landlord may make reasonable changes to the House Rules, which changes are effective immediately, provided that notice of such changes are distributed and applicable to all units at the Property and do not modify any dollar amounts shown on page one (1) of this Lease Agreement.

15. **LIMITATIONS ON CONDUCT.** The Apartment and any other areas reserved for Tenant's private use must be kept clean and sanitary. Tenant and its invitees, licensees and guests must minimize excessive moisture which may cause damage, mold growth or an unsanitary environment. Landlord is not responsible for any actions of the Tenant or its invitees, licensees and guests which cause mold growth or any other unsanitary condition. Tenant must dispose of trash in a timely manner in appropriate receptacles in accordance with local ordinances and the House Rules. Swimming pools, saunas, hot tubs, fitness centers and storage rooms must be used with care in accordance with local ordinances, the House Rules and posted signs. Tenant and its invitees, licensees and guests shall not act in any way that (a) annoys or disturbs other tenants, their respective invitees, licensees, or guests, occupants of the Property generally, or Landlord's employees or staff; (b) is illegal; or (c) injures the reputation of the Landlord or the Property. Tenant and its invitees, licensees and guests shall be responsible for the conduct of all persons residing with or visiting same. Tenant and its invitees, licensees and guests shall conduct themselves in a manner that will not interfere with others' quiet enjoyment

of the Property or destroys personal property. Noise and music must be kept at levels that will not disturb others.

Passageways may be used only for entry or exit. Glass containers are prohibited in or near pools and all common areas of the Property. Tenant and its invitees, licensees and guests may not, without limitation, (a) use candles or kerosene lamps; (b) cook on balconies or outdoors; or (c) solicit business or contributions anywhere in the Apartment or on the Property. Conducting any kind of business (including, without limitation, child care services) in the Apartment or on the Property is prohibited, except for any lawful business conducted "at home" by computer, mail, or telephone if customers, clients, patients, or other business associates do not come to the Apartment for business purposes. Landlord may regulate, without limitation: (a) the use of patios, balconies, and porches; (b) the conduct of furniture movers and delivery persons; and (c) recreational activities in or about the Property.

Landlord may exclude from the Property Tenant's invitees, licensees, guests or others who, in Landlord's sole judgment, have violated the law, this Lease Agreement, any of the House Rules, or posted signage, or have disturbed other tenants, neighbors, visitors, or Landlord's agents, employees or representatives. Landlord may also exclude from any outside or common area a person who refuses to show photo identification or refuses to identify himself or herself as a tenant or invitee, licensee, or guest of a specific tenant of the Property. Tenant shall not give any such excluded person access to the Property, otherwise Tenant shall be in material non-compliance with and breach of this Lease Agreement.

Tenant agrees to notify Landlord if Tenant is convicted of any felony or misdemeanor involving a controlled substance, violence to another person or destruction of property. Tenant also agrees to notify Landlord if Tenant registers as a sex offender in any state. Informing Landlord of criminal convictions or sex offender registration does not waive Landlord's right to evict Tenant in accordance with applicable law.

16. **PROHIBITED CONDUCT.** Without limitation, Tenant and its invitees, licensees and guests may not engage in the following activities in the Apartment or in, on or near the Property: behaving in a loud manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including Landlord's agents, employees or representatives); disrupting Landlord's business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance; engaging in or threatening violence; possessing a weapon prohibited by law; discharging a firearm; displaying or possessing a gun, knife, or other weapon; storing anything in closets having gas appliances; tampering with utilities or telecommunications lines or equipment; possessing or transporting hazardous materials; or injuring Landlord's reputation by making bad faith allegations against Landlord to others. Tenant is responsible for the conduct of its invitees, licensees and guests. Tenant, its invitees, licensees or guests shall not have been convicted of any crime relating to illegal sexual conduct or be a registered sex offender in any state.

17. **PARKING.** Landlord may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells, or in

handicapped parking areas. At any time, Landlord may have unauthorized or illegally parked vehicles towed or otherwise removed in accordance with applicable law. Without limitation, a vehicle is unauthorized or illegally parked if it: (a) has a flat tire or other condition rendering it inoperable; (b) is on jacks, blocks or has wheel(s) missing; (c) has no current license or inspection sticker; (d) occupies more than one parking space; (e) belongs to a tenant or occupant who has surrendered or abandoned an apartment; (f) is parked in a marked handicap space without the legally required handicap insignia; (g) is parked in a space marked for manager, staff, or guest at the office; (h) blocks another vehicle from entering or exiting; (i) is parked in a fire lane or designated "no parking" area; (j) is parked in a space marked for other another tenant or unit; (k) is parked on the grass, sidewalk, or patio; or (l) blocks garbage trucks from access to a dumpster.

18. **MILITARY PERSONNEL CLAUSE.** Tenant may terminate this Lease Agreement if Tenant enlists or is drafted or commissioned and on active duty in the U.S. Armed Forces for a period of greater than twenty-nine (29) consecutive days. Tenant also may terminate the Lease Agreement if: (a) Tenant is (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than thirty (30) days in response to a national emergency declared by the President; and (b) Tenant (i) receives orders for permanent change-of-station, (ii) receives orders to deploy with a military unit or as an individual in support of a military operation for ninety (90) days or more, or (iii) is relieved or released from active duty.

After Tenant delivers to Landlord Tenant's written termination notice, this Lease Agreement shall be terminated under this military personnel clause thirty (30) days after the date on which Tenant's next payment of Total Monthly Rent is due. Tenant shall furnish Landlord a copy of Tenant's military orders, such as permanent change-of-station orders, call-up orders, deployment orders, release from active duty or discharge orders, or written notification from Tenant's commanding officer. Military permission for base housing does not constitute a change-of-station order. After Tenant moves out, Landlord will return the Security Deposit, less lawful deductions. For the purposes of this Lease Agreement, orders described in section (b) above will only release the Tenant who qualifies under both sections (a) and (b) above and receives the orders during the Lease Term and such Tenant's spouse or legal dependents living in the Tenant's household. A co-Tenant who is not Tenant's spouse or legal dependent cannot terminate the Lease Agreement under this military personnel clause.

Tenant represents when signing this Lease Agreement that: (1) Tenant does not already have deployment or change-of-station orders; (2) Tenant will not be retiring from military service during the Lease Term; and (3) the term of Tenant's enlistment or obligation will not end before the Termination Date. Even if Tenant is entitled to terminate this Lease Agreement under this Paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the Lease Term when and if Tenant moves out, less rents from others received in mitigation under Paragraph 31. Tenant must notify Landlord immediately if Tenant is called to active duty or receives deployment or permanent change-of-station orders.

19. **TENANT SAFETY AND PROPERTY LOSS.** Tenant, and its invitees, licensees and guests must exercise due care for Tenant's own and others' safety and security, especially in the use of smoke detectors, carbon monoxide detectors, keyed deadbolt locks, window latches, and other safety or security devices.

Smoke Detectors and Carbon Monoxide Detectors. Landlord will furnish smoke detectors and carbon monoxide detectors (hereinafter "detectors") as required by statute or local ordinance, and Landlord will test such detectors and provide working batteries when Tenant first takes possession of the Apartment. Thereafter, Tenant at its own expense must obtain and replace batteries as needed, and otherwise maintain and test the detectors, in accordance with applicable law. Landlord may replace dead or missing batteries at Tenant's expense, without prior notice to Tenant. Tenant must immediately report detector malfunctions to Landlord in writing. Neither Tenant nor others may damage or disable detectors. If Tenant removes a battery from any detector without replacing it with a working battery, fails to report detector malfunctions or damages or disables any detector, Tenant may be liable to Landlord for actual damages and attorney's fees (as provided by court rules, statute or ordinance) due to any losses caused by fire, smoke, carbon monoxide, water or charges assessed by governmental authorities, and Tenant may be in violation of law.

Casualty Loss. Landlord is not liable to Tenant or its invitees, licensees or guests for personal injury, damage or loss of personal property from any cause, including but not limited to fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless otherwise required by law. Landlord has no duty to remove any ice, sleet or snow but may remove any amount thereof with or without notice. Unless Landlord instructs otherwise, Tenant must, at all times in the event of below-freezing temperatures outdoors, (a) keep the Apartment heated to at least 60 degrees Fahrenheit; (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. Tenant will be liable for damage to Landlord's and others' property if damage is caused by broken water pipes due to Tenant violating the foregoing requirements. If Tenant asks Landlord's representatives to perform services not contemplated in this Lease Agreement, Tenant will indemnify Landlord and hold Landlord harmless from all liability for these services to the extent allowed by applicable law.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. Tenant should then contact Landlord's representative. Tenant will not treat any of Landlord's security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, Landlord is not liable to Tenant or its invitees, licensees or guests for personal injury, damage or loss of personal property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Landlord is not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by law. Landlord is not responsible for obtaining criminal-history checks on any tenants, their respective invitees, licensees or guests, occupants of the Property in general or contractors. If Tenant or its invitees, licensees or guests are affected by a crime, Tenant must make a written report to Landlord's representative and to the appropriate local law-enforcement agency. Tenant also must notify

Landlord and furnish Landlord with the law-enforcement agency's incident report number upon request.

20. **CONDITION OF THE APARTMENT AND ALTERATIONS.** Tenant accepts the Apartment, including, without limitation, fixtures and furniture, in "as is" condition, except for conditions materially affecting the health or safety of ordinary persons. Tenant must use customary diligence in maintaining the Apartment and not damaging or littering in the Apartment or Property. Unless authorized by law or by Landlord in writing, Tenant must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter Landlord's property, both real and personal. No holes or stickers are allowed inside or outside the Apartment. No water furniture, additional telephone, internet or cable-TV outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless authorized by law or by Landlord in writing. Tenant agrees not to alter, damage, or remove Landlord's property, including, without limitation, alarm systems, smoke detectors, furniture, telephone, internet and cable TV wiring, screens, locks and security devices. When Tenant moves in, Landlord will supply light bulbs for fixtures that Landlord furnishes, including exterior fixtures operated from inside the Apartment; thereafter, Tenant shall replace such bulbs at Tenant's expense with bulbs of the same type and wattage. Tenant's improvements to the Apartment (whether or not Landlord consents thereto) become Landlord's sole property unless Landlord agrees otherwise in writing.

21. **REQUESTS, REPAIRS, AND MALFUNCTIONS.** Landlord's compliance with or response to any oral request regarding security or non-security matters does not waive the strict requirement for written notices to be provided under this Lease Agreement. Without limitation, Tenant must promptly notify Landlord in writing of water leaks; electrical problems; malfunctioning lights, malfunctioning detectors; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. Landlord may change or install utility lines or equipment serving the Apartment if the work is performed in a reasonable manner. Landlord may temporarily turn off equipment and interrupt utilities as needed to perform such work and/or avoid property damage. If utilities malfunction or are damaged by fire, water or similar cause, Tenant must notify Landlord's representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, Tenant must notify Landlord's representative as soon as possible on a business day. Landlord will act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Total Monthly Rent will not abate in whole or in part unless authorized under state or federal law or local ordinance.

If Landlord believes that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to Tenant, Landlord may terminate this Lease Agreement within a reasonable time by giving Tenant written notice. If the Lease Agreement is so terminated, Landlord will refund prorated Total Monthly Rent and the Security Deposit, less lawful deductions.

22. **ANIMALS.** No animals are allowed, even temporarily, anywhere in the Apartment or Property without Landlord's written consent. Service animals for disabled persons are not covered by this Paragraph. In the event that Landlord consents to Tenant keeping an animal, then

Tenant may be required to pay an additional security deposit for each permitted animal and a pet fee as stated on the Lease Rider (Pets) to be provided with this Lease Agreement.

23. **ACCESS TO THE APARTMENT:** Landlord and Landlord's agents shall be allowed reasonable access to the Apartment at all times with or without notice in the event of emergencies or where practical necessity for repairs or maintenance elsewhere in the Property unexpectedly requires such access. Notification of all entries for these reasons will be made by Landlord within two (2) days of said entry. Landlord agrees to give forty-eight (48) hours' advance notice of Landlord's intention to enter the Apartment for any other purpose, including, without limitation, inspections required by any governmental authority.

24. **MULTIPLE TENANTS OR OCCUPANTS.** Landlord's notices (including, without limitation, sale notices) provided to any one person who comprises the Tenant hereunder constitute notice provided to all people who comprise the Tenant hereunder. Tenant's notices (including, without limitation, notices of Lease Agreement termination, repair requests, and entry permissions) provided to Landlord constitute notice from each person who comprises the Tenant hereunder. In eviction suits, each person who comprises the Tenant hereunder is considered the agent of each other person who comprises the Tenant hereunder for the purpose of service of process. Security Deposit refunds may be by one check jointly payable to all people who comprise the Tenant hereunder; such check and any itemized deductions may be mailed to any person who comprises the Tenant hereunder.

25. **REPLACEMENTS AND SUBLETTING.** Tenant may replace a Tenant, sublet the Apartment or assign this Lease Agreement only upon Landlord's written consent, which consent will not unreasonably withheld. Landlord will accept a reasonable sublease in accordance with state or federal law or local ordinance. To the extent allowed by law, Landlord may charge a subletting fee.

26. **LANDLORD'S RESPONSIBILITIES.** Landlord will act with customary diligence to: (a) keep the Property reasonably clean, subject to Paragraph 20 above; (b) maintain fixtures, furniture, hot water, heating and HVAC equipment; (c) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and (d) make all reasonable repairs, subject to Tenant's obligation to pay for damages for which Tenant is liable.

27. **DEFAULT BY TENANT.** Tenant will be in default of this Lease Agreement if Tenant or its invitees, licensees or guests violate any terms of this Lease Agreement, including but not limited to the following violations: (a) Tenant does not pay Total Monthly Rent or other amounts that Tenant owes when due; (b) Tenant moves out before this Lease Agreement expires without paying Total Monthly Rent through the Termination Date or end of any renewal period; (c) Tenant fails to give written move-out notice as required by Paragraph 18 or 31; (d) Tenant or its invitees, licensees or guests violate the House Rules or laws relating to health, safety, security or criminal conduct, regardless of whether or where arrest or conviction occurs; (e) Tenant abandons the Apartment under the definition provided in the RLTO; (f) Tenant gives incorrect or false answers in a rental application; (g) Tenant, its invitees, licensees or guests are arrested, convicted, or given deferred adjudication for a felony or Class A misdemeanor offense involving actual or potential physical harm to a person, or involving the possession, manufacture, or

delivery of a controlled substance, marijuana, or drug paraphernalia, or illegal sexual activity; (h) any illegal drugs or illegal weapons are found in the Apartment; (i) Tenant or its invitees, licensees or guests engage in any of the prohibited conduct described in Paragraph 16 above; or (j) Tenant violates any terms of any separate agreement and/or rider that references this Lease Agreement and is signed by Tenant.

If Tenant or its invitees, licensees or guests, on one or more occasions, use or permit the use of the Apartment or the Property for the commission of a felony or class A misdemeanor under the laws of this state, Landlord shall have the right to void the Lease Agreement and recover possession of the Apartment and all other areas of the Property leased to Tenant pursuant to this Lease Agreement.

Eviction. If Tenant defaults due to non-payment of Total Monthly Rent, Landlord may terminate Tenant's right of occupancy by giving Tenant a five-day written notice. If Tenant defaults by breaching the lease for reasons other than non-payment of Total Monthly Rent, Landlord may terminate Tenant's right of occupancy by giving Tenant a ten-day written notice. Tenant may or may not have the ability to cure any such non-payment default.

Notice. Written notices or other communications from Tenant to Landlord may be given or sent by certified mail, return receipt requested, or personal delivery to Landlord at \_\_\_\_\_ . Written notices or other communications from Landlord to Tenant may be given or sent by certified mail, return receipt requested, to Tenant at the address of the Apartment or by personal delivery to Tenant, or by leaving the same with a person above the age of thirteen (13) years residing in or in possession of the Apartment. All notices sent by certified mail shall be deemed delivered five (5) business days after mailing or upon actual receipt, whichever is earlier. All notices sent by personal delivery shall be deemed delivered when personally delivered in accordance with this provision. If no one is in possession of the Apartment, then notice may be served by Landlord to Tenant by posting the notice on the Apartment door.

All Total Monthly Rent, including any concessions, for the remainder of the Lease Term or any renewal periods will be accelerated automatically, subject to Landlord's duty to mitigate Landlord's damages, without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without Landlord's written consent: (a) Tenant moves out, removes property in preparing to move out, or gives oral or written notice of intent to move out before the Termination Date or end of any renewal periods; and (b) Tenant has not paid all Total Monthly Rent for the entire Lease Term or any renewal periods. All Total Monthly Rent, including any concessions, for the remainder of the Lease Term or any renewal periods will be accelerated automatically, subject to Landlord's duty to mitigate Landlord's damages, without notice or demand (before or after acceleration) and will be immediately due and delinquent if Tenant is judicially evicted or moves out after Landlord's demand due to Tenant's default hereunder.

Landlord may report all unpaid amounts under this Lease Agreement to credit agencies in accordance with all state and federal laws and local ordinances. Upon Tenant's default, Landlord reserves the right to exercise all other legal and equitable remedies, including Lease Agreement

termination. Unless a party is seeking exemplary, punitive, sentimental, or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees (as provided by court rules, statute or ordinance) and all other litigation costs. All unpaid amounts bear 18% interest per year from due date, compounded annually. Tenant must pay all collection-agency fees if Tenant fails to pay all sums due within ten (10) days after Landlord provides written notice to Tenant demanding payment and stating that collection-agency fees will be added if Tenant does not pay all sums by such deadline.

28. MISCELLANEOUS. Neither Landlord nor any of Landlord's representatives have made any oral promises, representations, or agreements. This Lease Agreement is the entire agreement between Tenant and Landlord. Landlord's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Agreement or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on Landlord or Landlord's representatives unless in writing. No action or omission of Landlord's representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Landlord not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights is not a waiver under any circumstances. Except when notice or demand is required by statute, Tenant waives any notice and demand for performance from Landlord if Tenant defaults. Written notice to or from Landlord's managers constitutes notice to or from Landlord. Any person giving a notice under this Lease Agreement should retain a copy of the memo, letter, or fax that was given. Fax signatures and electronic signatures as that term is defined in Illinois's Electronic Commerce Security Act are binding. All notices must be signed. Exercising one remedy will not constitute an election or waiver of other remedies. Insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of Landlord's contractual, statutory, or other obligations merely by virtue of acting on Landlord's behalf. This Lease Agreement binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Agreement. All notices and documents may be in English and, at Landlord's option, in any language that Tenant reads or speaks. All provisions regarding Landlord's non-liability and non-duty apply to Landlord's employees, agents, and management companies. This Lease Agreement is subordinate or superior to existing and future recorded mortgages, at the applicable lender's option.

All discretionary rights reserved for Landlord within this Lease Agreement or any accompanying addenda are exercisable at Landlord's sole and absolute discretion.

Obligation to Vacate. Tenant shall vacate the Apartment and the Property and remove all of Tenant's personal property therefrom as of the Termination Date without further notice or demand from Landlord.

29. FORCE MAJEURE: If Landlord is prevented from completing performance of any of its obligations or undertakings hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrences that are beyond Landlord's control, then Landlord shall be excused from any further performance of its obligations or undertakings hereunder to the full extent allowed by state or federal law and local

ordinance. Furthermore, if such an event damages the Property so as to materially affect its habitability by some or all tenants, Landlord reserves the right to void any and all leases and Tenant agrees to excuse Landlord from any further performance of its obligations or undertakings hereunder to the full extent allowed under state or federal law and local ordinance.

30. PAYMENTS. Payment of all sums required in this Lease Agreement is an independent covenant. At Landlord's option and without notice, Landlord may apply any funds received from Tenant (except utility payments subject to governmental regulation) first to any of Tenant's unpaid obligations, then to outstanding Total Monthly Rent, regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than Total Monthly Rent are due upon Landlord's demand, unless otherwise provided in this Lease Agreement or any addenda hereto. After the due date provided for in any five-day notice served upon Tenant for Tenant's failure to pay past due Total Monthly Rent, Landlord has no obligation to accept the payment of rent or any other sums due hereunder. Any funds accepted by Landlord after the due date in the five-day notice shall be considered post-termination use and occupancy payments.

31. MOVE-OUT NOTICE. Before moving out, Tenant must give Landlord's representative advance written move-out notice as provided below. Tenant's move-out notice will not release Tenant from liability for the full Lease Term or any renewal periods except in accordance with the terms of this Lease Agreement and applicable law. Tenant will remain liable for Total Monthly Rent for the entire Lease Term if Tenant moves out early except under the military personnel clause (Paragraph 18).

TENANT'S MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

(a) Landlord must receive advance written notice of Tenant's move-out date; (b) the written notice must be received at least the number of days in advance set forth in Paragraph 4 above; (c) oral move-out notice will not be accepted and will not be effective or terminate the Lease Agreement; (d) the move-out notice must not terminate the Lease Agreement earlier than the Termination Date or end of any renewal periods.

TENANT'S NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Tenant must obtain from Landlord's representative written acknowledgment that Landlord received Tenant's move-out notice. Landlord will notify Tenant of Landlord's intention not to renew this Lease Agreement at least thirty (30) days before the Termination Date so long as Landlord has not exercised, or is not in the process of exercising, any of Landlord's rights under Sections 5-12-130(a)-(h) of the RLTO.

32. MOVE-OUT PROCEDURES. The move-out date cannot be changed unless Landlord and Tenant agree to such change in writing. Tenant will not move out before the Termination Date or end of any renewal periods unless Total Monthly Rent for the entire Lease Term and any renewal periods is paid in full. Early move-out may result in acceleration of future rent under Paragraphs 27 and 30 above. Tenant may not, and Landlord is under no obligation to, apply the Security Deposit to outstanding Total Monthly Rent. Tenant will not remain in the Apartment or on the Property beyond the move-out date. Tenant must give Landlord and the U.S. Postal Service Tenant's forwarding address in writing.

33. **CLEANING.** Tenant must thoroughly clean the Apartment, including, without limitation, doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. Tenant must follow move-out cleaning instructions if they have been provided. If Tenant does not clean the Apartment adequately, Tenant will be liable for reasonable cleaning charges. Subject to any ordinances applicable to Tenant, upon the termination of this Lease Agreement for any reason, Tenant shall, at Tenant's own expense, return possession of the Apartment to Landlord in as good condition of cleanliness and repair as on the Commencement Date, reasonable wear and tear excepted.

34. **MOVE-OUT INSPECTION.** Tenant should meet with Landlord's representative for a move-out inspection. Landlord's representative has no authority to bind or limit Landlord regarding deductions for repairs, damages, or charges. Any statements or estimates by Landlord or Landlord's representative are subject to Landlord's correction, modification, or disapproval before final refunding or accounting of the Security Deposit.

35. **SECURITY DEPOSIT INTEREST, DEDUCTIONS AND OTHER CHARGES.** Interest on the Security Deposit will be paid to Tenant if required by state or federal law and/or local ordinance. Tenant will be liable for the following charges, if applicable and without limitation: unpaid Total Monthly Rent; unpaid utilities charges; unreimbursed service charges; repairs or damages to the Apartment caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of Landlord's personal property, including furnishings or fixtures, which was in or attached to the Apartment and is missing; replacing dead or missing smoke- and carbon-monoxide-detector batteries; utility services for repairs or cleaning; trips to let in company representatives to remove Tenant's telephone, internet or cable-TV services or rental items (if Tenant so requests or has moved out); trips to open the Apartment when Tenant or its invitees, licensees or guests are missing a key; unreturned keys or access devices; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to Landlord's negligence; animal-related charges under Paragraph 22; government fees or fines against Landlord for violation by Tenant or its invitees, licensees or guests of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for Landlord's time and inconvenience in any valid eviction proceeding against Tenant, plus reasonable attorney's fees (provided for by court rules, statute, or ordinance), court costs, and filing fees actually paid; and any other sums due under this Lease Agreement.

36. **SECURITY DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** Landlord will mail to Tenant at its forwarding address a refund of the Security Deposit, including statutory interest (less lawful deductions) and an itemized accounting of any deductions along with copies of any paid receipts, as provided by state or federal law and/or local ordinance. If Tenant does not provide Landlord with a forwarding address, Landlord will mail same to Tenant at Tenant's last known address.

Tenant has surrendered the Apartment upon the earlier to occur of: (a) the move-out date, subject to Landlord's reasonable judgment that no one is occupying the Apartment thereafter; or (b) the

return of all keys and access devices to the Apartment to Landlord and payment in full of all outstanding Total Monthly Rent.

Tenant has abandoned the Apartment when the provisions and definitions regarding abandonment in the RLTO have been met.

Surrender, abandonment, or judicial eviction ends Tenant’s right of possession for all purposes and gives Landlord the immediate right to clean, repair and re-let the Apartment, remove any personal property left in the Apartment, and determine any Security Deposit deductions.

37. ORIGINALS AND ATTACHMENTS. This Lease Agreement may be executed in multiple counterparts, each with original signatures, fax signatures or electronic signatures. A copy of the House Rules will be attached to this Lease Agreement and given to Tenant at signing. When a move-in inspection form is completed, both Tenant and Landlord will retain a copy.

38. NOTICE OF CONDITIONS AFFECTING HABITABILITY. Tenant hereby acknowledges that Landlord has disclosed any code violations, code enforcement litigation and/or compliance board proceedings during the previous 12 months for the Apartment and the Property and any notice of intent to terminate utility service, copies of which, if any, are attached to this Lease Agreement.

Name and address of locator service (if applicable)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**YOU ARE LEGALLY BOUND BY THIS DOCUMENT AND ANY RIDERS OR ADDENDA ATTACHED HERETO. PLEASE READ IT CAREFULLY. BEFORE SUBMITTING A RENTAL APPLICATION OR SIGNING THIS LEASE AGREEMENT, YOU MAY TAKE A COPY OF THESE DOCUMENTS TO REVIEW AND/OR CONSULT AN ATTORNEY. ADDITIONAL PROVISIONS OR CHANGES MAY BE MADE IN THE LEASE AGREEMENT IF AGREED TO IN WRITING BY ALL PARTIES.**

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Witness as to Tenant

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Witness as to Tenant

RELATED MANAGEMENT COMPANY, L.P.

By \_\_\_\_\_  
Agent for Owner Date

\_\_\_\_\_  
Witness as to Agent

Address and phone number of owner's representative for notice purposes: