

APARTMENT LEASE

Unfurnished

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT	SECURITY DEPOSIT
	BEGINNING	ENDING		

LESSEE**Name:****APT N.O.****ADDRESS OF PREMISES:****CITY:****LESSOR****NAME:** G.M.L.L.C.

As agents for all owners and/or

beneficiaries and not individually

ADDRESS: 1940 Sherman**CITY:** Evanston, IL. 60201

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.

LESSEE_____
(Seal)**LESSOR**_____
(Seal)_____
(Seal)_____
G. M. L.L.C. as Agent (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)_____
(Seal)

LEASE COVENANTS AND AGREEMENTS

1. RENT: Lessee shall pay to the Lessor or Lessor's agent the monthly rent set forth above. Rent is due on or before the 1st day of each and every month 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 and the obligation to pay rent is an independent covenant and cannot be deducted or set off.

2. PAYMENT OF RENT: Rent is to be paid with one check however; Lessor may require rent to be paid with certified funds or money orders.

3. LATE FEES: In the event the rental payments are not received by the 5th day of the month a \$50 charge will be assessed. Rent shall be considered received, if mailed, on the date of receipt. Partial payment of a month's rent does not abate late fees. A \$25 charge will be assessed for any check that is dishonored. Unpaid late or dishonored check fees may be withheld from the unused security deposit.

4. SECURITY DEPOSIT: Lessee has deposited with Lessor the security deposit as set forth above, which is not an advance payment of rent, and Lessee may not apply the security deposit as such. The security deposit is to be retained by Lessor to ensure that Lessee shall fully perform each and every term and obligation provided in this Lease. If the Lessee fully performs each and every obligation as provided in this lease and pay all sums due to Lessor, then Lessor, after the Lessee has surrendered possession of the premises and has delivered the keys thereto, shall refund said deposit to Lessee, including interest, if any is required by law, within 21 days of the lease end date. If Lessee has failed to perform or comply with any of the provisions in this Lease, then Lessor shall deduct any damages from the security deposit.

5. RETURN OF SECURITY DEPOSIT: If only one person signs this lease as Lessee, Lessor shall return the security deposit in a check or money order payable to that person. If more than one person signs this lease, Lessor and Lessees agree that the security deposit shall be returned as follows: The security deposit shall be returned in a check or money order payable to one person, chosen by Lessees, who shall act as agent of all other persons who have signed this lease or acquired legal rights of occupancy under it, in dividing the security deposit according to any shares the Lessees have agreed upon, and in remitting those shares to each person. Lessor shall not be responsible for the proper division of shares in the security deposit, nor for the assessment of individual liability for any charges against the security deposit made by Lessor, which shall be matters solely for the Lessees to agree upon. The person named to act as agent for the return of the security deposit shall be _____.

If this person cannot be reached to effect the return of the security deposit, then the Lessor may elect to return the security deposit to one person signing this lease, in a check or money order jointly payable to all Lessees signing this lease.

6. POSSESSION: If Lessor cannot give Lessee possession on the date fixed for commencement of the term, this Lease shall remain in full force and effect, and Lessor shall not be liable except that the rent shall be abated until such time as the premises are available for Lessee's occupancy.

7. 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.

8. OCCUPANCY LEVEL: Only the person(s) specifically listed in the application for this lease and any children, which may be born to or legally adopted by Lessee during the term of the lease, shall occupy the apartment.

9. JOINT AND SEVERABLE LIABILITY: All persons executing this lease shall be jointly and severally liable for the performance of each and every agreement, covenant and obligation hereunder.

10. 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 the 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.

11. LESSEE TO MAINTAIN: Lessee shall keep the premises and the fixtures and appliances therein in a clean, slightly and healthy condition, and in good repair, and in accordance with any and all ordinances in such easements 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, and shall replace all broken glass and fixtures. If the premises shall not be kept in good repair and in a clean, slightly and healthy condition by Lessee as aforesaid, Lessor or his agents may enter the same and may replace the premises in the same condition of repair, sightliness and cleanliness as existed at the date of execution of this lease; the 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.

12. 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 to the building and operation thereof, or be disturbing to other tenants, be illegal, immoral, or increase the rate of insurance on the building. Neither Lessor nor his agent shall be liable for any injuries or damages incurred by Lessee while using any provided exercise equipment located in the premises. Lessee shall be responsible for the conduct of all persons residing with, or visiting Lessee.

13. USE AND QUIET ENJOYMENT: Lessee(s) shall comply with all applicable laws and ordinances. Lessee acknowledges that loud sounds can be transmitted between apartments. Stereo systems, musical instruments, and televisions may not be played loudly and must be turned down after 10:00 p.m. daily. Excessive noise allows the Lessor to terminate the lease after two written notices to Lessee in any twelve month period. Lessee(s) shall use the premises for residential purposes only; and refrain from all conduct that unreasonably disturbs each other, other Lessee(s) or neighbors of the building. No business of any sort shall be located in or conducted from the premises. Lessee(s) shall be entitled to the quiet enjoyment of the premises throughout this lease so long as they comply with its covenants. The Lessor agrees to make a good faith effort to provide for the maintenance of the reasonable overall quiet and order throughout the premises.

14. NO 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. Lessor requires Lessee to submit a written request to sublet the apartment. The request must designate the desired move out date and indicate whether a new applicant has been found, in which case a completed application should be attached, or alternatively, if Lessee is to advertise and show the apartment; and include a check to cover the sublet fee of \$250. Lessee remains liable for the rent until the end of the lease term or until the apartment is relet to a tenant judged acceptable by Lessor. Any applicant for an apartment lease is subject to the Lessor's standard approval process. Lessor reserves the right to designate the term of the new lease.

15. NO ALTERATIONS: Lessee shall not make any alterations to the premises nor install any appliances including washer, dryer or dishwasher. The Lessee shall not install, replace or alter locks or deadbolts. Lessee shall not install attachments such as knockers to the interior or exterior of the door without the prior written consent of Lessor.

16. LIMITATION OF LIABILITY: Neither Lessor nor his agents shall be liable for any damages incurred by virtue of Lessor's failure to keep the premises in good repair, or caused by water, ice, frost, plumbing, leakage, gas, the heating or cooling system, defective equipment, fixtures, or furnishings located on the premises, as well as in, above, upon, or about said premises, nor for any damage to Lessee's Property located in or about said premises, nor for any damages arising from acts or neglect of other occupants of the premises, persons on the premises, or neighboring party. Lessor shall have no duty to protect Lessee from criminal acts of other persons.

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

13. HEAT AND WATER: Lessor shall furnish hot and cold water and if heating is under the control of the Lessor, shall also furnish heat in reasonable amounts at reasonable hours when necessary, except when prevented by causes beyond Lessor's control or when the water and heating systems are being repaired. Lessee shall at all times maintain the temperature at a minimum of 45 degrees and shall be responsible for all damages resulting from the failure to do so.

14. KEYS AND LOCKOUTS: Lessee(s) who lose key(s) for the apartment, front door or mailbox can obtain replacements for a fee of \$50. During non-business hours (Monday through Friday, 9 a.m.–5 p.m.) a lock out charge of \$50 will be assessed for opening your apartment.

15. RIGHT TO RELET: If Lessee shall remove a substantial portion of his/her personal property or otherwise abandon or vacate the premises, the Lessor has the right to enter the abandoned apartment in order to dispose of any remaining items and may immediately re-let the premises upon terms as Lessor may deem practicable; 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 any and all expenses of reletting and losses to the end of the term hereinabove set forth. 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 ten-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 termination of Lessee's right of possession.

16. FORCIBLE DETAINER AND WAIVER OF NOTICE: 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. Lessee hereby waives all notice of any election by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demands which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant. Non-performance of any of Lessee's obligations shall, without notice, 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.

17. NOTICES: If Lessor or his agent elects to serve a demand or notice, 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 thirteen years, residing on or in possession of the premises; or by sending a copy of said notice to the Lessee by certified mail. The mailing of same shall constitute delivery; or if no one answers the door, by posting the same on Lessee's door to the premises.

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

19. DISHONOR: In the event that Lessee's rental payment is dishonored when negotiated by Lessor or his agents, Lessor shall have no obligation to re-deposit same, and reserves the right to demand that all future rental payments be made by money order or certified funds. Lessee shall pay Lessor a fee in the sum of \$25.00 for any dishonored payment.

20. SURRENDER OF PREMISES AND RETURN OF POSSESSION: 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. The Lessee shall be responsible for thoroughly cleaning and restoring the apartment to excellent condition. Cleaning and minor repairs not done by the Lessee, including but not limited to walls, kitchen appliances, bath fixtures, windows, nail holes, cabinets, floors, ect. will be charged to the Lessee at the rate of a minimum of \$15 per square foot. Any cost incurred by the Lessor to prepare the apartment for a new resident, reasonable wear and tear excepted, shall be paid by Lessee. Lessee shall be responsible for any damage to the hall done moving in or out.

21. FAILURE TO VACATE: If Lessee fails to vacate the premises upon termination, then:

(A) If Lessor files a statutory forcible entry and re-tainer action for possession based upon Lessee's failure to vacate the premises, then Lessee shall pay Lessor a sum equal to double the amount of rent herein set forth as liquidated damages for the time that possession is withheld; or

(B) Lessor may, by giving Lessee 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

(C) If Lessor fails to provide written notice to Lessee of Lessor's election under (B), 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 named 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 termination of this Lease shall not extend the Lease.

22. 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. No compensation shall be payable to Lessee by Lessor and Lessee shall not be entitled to share in the award or compensation received by Lessor.

- 23. RENT AFTER BREACH:** The payment or acceptance of rent after it becomes due, or after service of any notice or the commencement of a lawsuit, or after any judgment, or after knowledge of any breach by Lessee, or after expiration of this Lease, shall not extend this lease, nor waive or affect said notice, lawsuit, judgment, or the rights conferred therein to the Lessor.
- 24. TRASH REMOVAL:** All garbage and refuse must be wrapped in plastic bags and placed in the proper containers. The covers of such receptacles must be closed after the refuse has been deposited. No garbage or other material is to be left in the hallways at any time. Lessee acknowledges that: (1) mold spores are essentially present anywhere and that mold can grow in and on most moist locations; (2) good housekeeping, ventilation and moisture control (especially in areas where moisture accumulates including, but not limited to, the kitchen, bathrooms, and windows) are necessary for mold prevention; and (3) control of moisture and mold prevention are integral to Lessee(s) lease obligations. The parties each acknowledge that they respectively and independently have inspected the premises and confirmed that neither has observed mold, mildew or moisture within the premises. Lessee agrees to notify Lessor immediately if mold, mildew or moisture (from any source, including leaks) are discovered and allow Lessor to evaluate and make recommendations and/or take appropriate corrective action; provided however, if such presence is attributed to, or the result of, Lessors acts or omissions. Lessee releases Lessor from and liability for any personal injury or damage to property caused by or associated with moisture or the growth of or occurrence of mold or mildew on, in or about premises.
- 25. LEGAL EXPENSES:** Lessee shall pay all costs, expenses and attorneys fees which shall be incurred or expanded by Lessor due to Lessee's breach of the covenants and agreements of this Lease.
- 26. PETS:** No pets are permitted at any time with out written approval from the Lessor. No animals are permitted without a leash in any public areas of the premises.
- 27. SMOKING PROHIBITED:** There is no smoking allowed on the premises including Lessees apartment and the building common areas.
- 28. 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. Per Illinois state smoke detector law (PA 85-143) Lessee acknowledges the responsibility to repair and maintain the smoke detector devices including replacement of the energy source when needed.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. STORAGE:** Lessor shall not be obligated to provide Lessee storage, nor shall Lessor be responsible for any loss or damage to Lessee's property which may have been placed in a storage area.
- 34. INSURANCE:** Management does not carry insurance on Lessee(s) personal possessions. This includes, but is not limited to, the possessions stored in storage lockers. The 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.
- 35. MAIL:** Lessor shall not be responsible for articles including mail, delivered to or left with the Lessor's agents.
- 36. SUBORDINATION:** Lessee will not do any act which shall encumber Lessor' 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.
- 37. LANDLORD TENANT ORDINANCE:** In the event any of the lease terms conflict with the local landlord tenant ordinance or association rules, the ordinance or association rules shall prevail.
- 38. 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. Lessee are not permitted to apply paint or attach contact paper or wallpaper of any kind to the walls or ceiling of the apartment without the written approval of the Lessor.
2. Lessee shall keep all doors and windows closed during the heating season. All heating devices, which include radiators, must be kept open and unobstructed. Additionally, Lessee shall not remove any energy-saving showerheads or sink aerators.
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. Children are not permitted to play in the common areas and shall be under adult supervision when outside of the apartment. Lessee may not place or store any items in the hallways or common areas of the Building.
5. Lessee shall purchase and maintain two shower curtains, one for the rod in front of the window and one for the rod in front of the tub.
6. All moving and delivery shall be through the rear entrance, stairway or service elevator at hours designated by Lessor.
7. Lessee shall maintain the smoke detectors, and replace the batteries when necessary.
8. Lessee agrees to provide notice of intention to renew or not to renew the lease sixty days before the end of the lease term.
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. Water beds are not permitted in the Premises without Lessor's written consent.
14. 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.
15. Lessee shall not solicit, canvass nor conduct any door-to-door activities on the premises
16. Lessor has the right to bar individuals from the premises. You must inform your guests of all lease provision 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.