

## CHICAGO APARTMENT LEASE

LEASED PREMISES						
Address	Unit	City	State	Zip	Parking #	Storage #

LEASE DATE	MONTHLY RENT	SECURITY DEPOSIT	PREPAID RENT	FEES
	Rent: \$ _____	Unit: \$ _____		Late Fee: \$ _____
<b>LEASE TERM</b>	Parking: \$ _____	Pet(s): \$ _____	\$ _____	Move-In: \$ _____
	Start _____ End _____	Total: \$ _____		Total: \$ _____

TENANT(S)	LANDLORD
Name(s): _____ _____	Name(s): _____ _____
Address: _____ Unit: _____	Address: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____
Cell Phone: _____	Cell Phone: _____
Work Phone: _____	Work Phone: _____
Email: _____	Email: _____

TENANT EMERGENCY CONTACT	MANAGEMENT COMPANY/LANDLORD'S AGENT
Name: _____	Company Name: _____
Address: _____ _____	Contact Name: _____
Phone: _____	Address: _____
Relation: _____	City: _____ State: _____ Zip: _____
	Phone: _____
	Email: _____

FINANCIAL INSTITUTION HOLDING SECURITY DEPOSIT	PET(S)
Name: _____	_____
Address: _____	_____

FURTHER ACKNOWLEDGEMENTS BY TENANT	
Tenant acknowledges receipt of the following documents:	
<input type="checkbox"/> Notice Of Conditions Affecting Habitability	_____ (Tenant(s) Initials)
<input type="checkbox"/> Chicago Residential Landlord Tenant Ordinance Summary	_____ (Tenant(s) Initials)
<input type="checkbox"/> Security Deposit Interest Rate Summary	_____ (Tenant(s) Initials)
<input type="checkbox"/> Heating Cost Disclosure Statement	_____ (Tenant(s) Initials)
<input type="checkbox"/> Lead-Based Paint Disclosure & Pamphlet	_____ (Tenant(s) Initials)
<input type="checkbox"/> Radon Hazard Disclosure	_____ (Tenant(s) Initials)
<input type="checkbox"/> Security Deposit Receipt	_____ (Tenant(s) Initials)
<input type="checkbox"/> Bed Bug Infestation Prevention Brochure	_____ (Tenant(s) Initials)
<input type="checkbox"/> Premises Inspection Checklist	_____ (Tenant(s) Initials)
<input type="checkbox"/> Condominium Association Rules & Regulations	_____ (Tenant(s) Initials)
<input type="checkbox"/> Resident Handbook	_____ (Tenant(s) Initials)

Initials: \_\_\_\_\_

**1. Rent.** Tenant shall pay to Landlord's Agent or, if none, to Landlord, by check, money order, direct debit, or online payment, all monthly Rent at the address specified herein (or to such other address specified by Landlord in writing), in advance, on or before the Start Date and each monthly anniversary of the Start Date during the Term. All sums due and payable under this Lease shall be considered Rent and shall be paid in the same manner as monthly Rent. Rent shall be deemed paid on the date actually received. If Tenant fails to make any full payment of Rent within five calendar days from the date due, such Rent shall be increased by the amount of the Late Fee, which shall not exceed \$10.00 per month for the first \$500.00 in Rent plus five-percent of the amount by which the Rent exceeds \$500.00. Tenant agrees to pay Landlord \$50.00, upon demand, each time a Rent check is returned for insufficient funds, in addition to any applicable Late Fee. If, during the course of the Term, more than two Rent checks are returned for insufficient funds, Landlord shall have the right to demand that all future payments of Rent be made solely by cashier's check or money order. Tenant's covenant to pay Rent is and shall be independent of each and every other covenant in this Lease, and, subject to governing law, Tenant shall make no deduction nor claim any set-off from Rent.

**2. Security Deposit.** Tenant shall deposit with Landlord the Security Deposit as security for the performance of each and every covenant and agreement to be performed by Tenant under this Lease. To the extent permitted by law, Landlord shall have the right, but not the obligation, to use the Security Deposit, or any portion thereof, to cure any breach or default of Tenant under this Lease or to reasonably compensate Landlord for any property damage caused by Tenant, its guests or invitees, reasonable wear and tear excepted. Tenant may not apply any portion of the Security Deposit toward any Rent due under this Lease. Landlord shall notify Tenant within thirty (30) days after the application of the Security Deposit, or any portion thereof. Such notice shall state the basis for the application of the funds and, if related to repairs or replacements, shall include the estimated or actual cost of the same, attaching receipts for any and all payments. Tenant shall replenish the Security Deposit in full within five (5) days of receipt of Landlord's notice of the application of Security Deposit funds, unless Landlord's notice is received after the expiration or termination of this Lease. Notwithstanding the foregoing, Tenant's liability for any breach or default under this Lease or for any property damage shall not be limited to the Security Deposit. Upon termination of this Lease, Tenant shall promptly notify Landlord of its new mailing address, and Landlord shall refund the Security Deposit, or any balance thereof, in accordance with governing law, but in no event later than forty-five (45) days, and may pay the entirety of any Security Deposit refund to any Tenant on this Lease. Tenant shall not be entitled to interest on the Security Deposit unless otherwise provided by governing law.

**3. Possession.** Tenant shall be entitled to possession of the Premises at the commencement of the Term. Landlord may deliver possession by tendering the keys to Tenant at the Premises or by making the keys available at the office of Landlord or Landlord's Agent, provided such office is in the reasonable vicinity of the Premises. If Landlord, through no fault of its own, cannot deliver possession of the Premises to Tenant at the commencement of the Term, this Lease shall remain in full force and effect with Rent abated *per diem* until such time as the Premises is available for Tenant's occupancy, and Landlord shall have no further liability. Subject to the foregoing, Tenant may, upon proper notice to Landlord, terminate the Lease and, upon termination, Landlord shall return all prepaid Rent and refund any Security Deposit, or Tenant may avail itself of any other remedy available under governing law. For so long as Tenant has possession of the Premises, Tenant shall have a license to use the Common Areas, although Tenant's license to use any Common Area amenities may be revoked by Landlord any time that Tenant is in default under this Lease.

**4. Tenant's Use of Premises.** Tenant shall use the Premises as a residence only. Tenant shall not engage in any type of commercial activity at the Premises, including but not limited to offering the premises as a short-term or vacation rental. Nor shall Tenant permit any guests (other than minor children of Tenant) to lodge at the Premises longer than two weeks consecutively or thirty days cumulatively during the Term, without the express written consent of Landlord. Tenant shall comply with all federal, state, and local laws and regulations while occupying the Premises and shall not engage in any action, or allow any guests or invitees to engage in any action, that would be dangerous to life, limb, or property, cause a disturbance to other tenants or neighbors, damage the reputation of the Premises or the Landlord, or increase the premium cost or invalidate any policy of insurance covering the Building. Tenant shall not store on or around the Premises, or enter upon the Premises with, any item of an unusually dangerous, flammable, or explosive nature or that might unreasonably increase the risk of fire or explosion.

**5. Utilities.** To the extent the Premises is separately metered for utilities, including, but not limited to, water, gas, electricity, telephone, internet, and cable, Tenant shall be responsible for paying the applicable utility provider for all usage incurred during the Term or during any period that Tenant has possession. To the extent the Premises is not separately metered for utilities, Landlord shall be responsible for paying the applicable utility provider. Landlord shall not be liable for any utility outages by reason of any cause beyond Landlord's reasonable control, and Landlord shall have no obligation to install or provide, or consent to the installation or provision of, any utility not serving the Premises at the commencement of the Term. If Tenant fails to pay for any utility and such failure is imminently likely to adversely affect Landlord's interests or create a danger to the Premises, Landlord may pay the utility directly and any amount so paid shall be added to the next installment of Rent.

**6. Landlord Maintenance.** Landlord's obligation to maintain the fitness and habitability of the Premises shall be coextensive with the obligations imposed by CRLTO § 5-12-110.

**7. Tenant Maintenance.** With respect to the Premises and all appurtenances thereto, Tenant shall (i) keep the same in good, clean, safe, sanitary, and presentable condition, in good order and repair, and in compliance with Chicago municipal code, (ii) repair any damage caused by the misuse, waste, or neglect of Tenant or any of Tenant's guests or invitees, (iii) notify Landlord promptly of any damage, defect, or condition posing a threat to person or property or necessitating attention or repair, (iv) place all garbage in sealed and secured plastic bags and dispose of such garbage, including recyclable waste, in designated receptacles, (v) maintain a minimum temperature of 55 degrees, (vi) not use sinks or toilets to dispose of articles that plumbing pipes were not designed to accommodate, and (vii) not suffer or commit any waste, or destroy, deface, damage, or impair any property owned by Landlord or third persons, nor allow guests or invitees to do so.

**8. Alterations & Improvements.** Tenant shall not make any alterations, additions, or improvements to, nor paint any portion of, the Premises, nor install, remove, or replace any fixtures, equipment, or appliances, nor modify any landscaping, without the express written consent of Landlord. Tenant may not install or affix any equipment to the exterior surface of the Building, including awnings, air conditioning units, satellite dishes, coaxial cable, or television antennae, without the express written consent of Landlord. Landlord may condition any consent on, among other things, Tenant's agreement to pay all costs or employ contractors specifically approved by Landlord. All alterations, additions, or improvements shall become the property of Landlord, unless Landlord requests that they be removed or that the Premises be restored to its original condition at the end of the Term.

**9. Safety Devices.** Tenant agrees to test, maintain, and repair any smoke or burglar alarms or carbon monoxide detectors at the Premises, and to replace any batteries, as needed, at Tenant's sole cost and expense. Landlord warrants that any such safety devices are in proper working order at the time Tenant takes possession, and Tenant releases Landlord from any and all liability, loss, cost, damage, or expense arising from or relating to any failure, defect, or deficiency in any such safety device. Landlord has no obligation to install any safety device or system at the Building, except as required by governing law. If Tenant installs any alarm system at the Building, Tenant shall provide Landlord with instructions on disarming the system upon entry.

**10. Locks & Keys.** Tenant shall have the right to change the locks or keys to any door at the Premises or to change the combination to any digital lock at the Premises, provided, however, that Tenant shall provide Landlord with a copy of the new key(s) or the new combination(s) within 24 hours.

**11. Access.** Landlord and Landlord's Agents, upon 48 hours' written or verbal notice, shall have the right to enter the Premises between 8:30 AM and 6:30 PM ("*Daytime Hours*") for the purpose of inspecting or investigating actual or potential damage, performing required maintenance, alterations, or repairs, supplying necessary or agreed services, conducting inspections authorized or mandated by a governmental entity, or exhibiting the Premises to prospective purchasers or mortgagees. During the final sixty (60) days of the Term, Landlord and Landlord's Agents shall also have the right to enter the Premises during Daytime Hours and upon 48 hours' written or verbal notice, for the purpose of exhibiting the Premises to prospective tenants. In the event of apparent or actual emergency, or of practical necessity to make repairs elsewhere in the Building, Landlord or Landlord's Agents may enter the Premises at any time without notice, provided Landlord subsequently informs Tenant of such entry within two (2) days. In all instances, Landlord or Landlord's Agent shall knock and announce before entering. For purposes of this paragraph only, written or verbal notice may be communicated in any diligent, good faith manner reasonably calculated to reach Tenant. Nothing in this paragraph shall be construed to limit Landlord's or Tenant's rights, privileges, or remedies under governing law. In the event Tenant wrongfully precludes Landlord from access to the Premises, Landlord shall be entitled to liquidated damages in the amount of two months' Rent, in addition to any other remedies available at law or in equity.

**12. Quiet Enjoyment.** Landlord covenants and agrees that if Tenant pays Rent and faithfully observes and performs all of its obligations under this Lease, including any Rules and Regulations promulgated hereunder, Tenant may peaceably and quietly enjoy the Premises during the Term.

**13. Indemnification.** To the extent permitted by law, Tenant shall defend, indemnify, and hold Landlord and Landlord's Agents harmless from and against any and all liability, loss, cost, or expense, including reasonable attorneys' fees, arising from or relating to any act or neglect of Tenant, Tenant's agents, contractors, guests, or invitees, or any person in or about the Premises with Tenant's express or implied consent.

**15. Insurance.** Landlord shall have no obligation to insure any of Tenant's personal or property interests, and Tenant stores all personalty at the Property at its own risk. Tenant shall procure such policies of property and liability insurance as it alone deems necessary.

**15. Assignment & Subletting.** Tenant shall not assign or sublease any interest in this Lease without the express written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment or sublease without Landlord's consent shall constitute a material breach of this Lease. No sublease or assignment shall operate to release Tenant or any Guarantor from any obligation or

liability under this Lease, and no consent to a particular assignment or sublease shall be construed as a consent to any other assignment or sublease.

**16. Surrender Of Possession.** Upon expiration or termination of this Lease, Tenant shall immediately vacate and surrender possession of the Premises in as good and clean an order and condition as the Premises was in at the beginning of the Term, reasonable wear and tear excepted, and Tenant shall immediately deliver all keys to Landlord or Landlord's Agent.

**17. Holdover.** If Tenant fails to surrender possession following the expiration of the Term, Landlord may (i) treat Tenant as a tenant at sufferance and recover liquidated damages in an amount equal to one-fifteenth of the monthly Rent due during the final month of the Term for each day, or portion of a day, that Tenant holds over or (ii) treat Tenant's holdover as an offer to renew the Lease for a period of one year, provided, however, that Landlord notifies Tenant of its election within thirty (30) days after the expiration of the Term. If, within such thirty (30) day period, Landlord makes no election, a month-to-month tenancy shall be deemed created at the monthly Rent in effect as of the final month of the Term.

**18. Tenant Default.** Any failure to pay Rent, material non-compliance with this Lease, or violation of CRLTO §5-12-040 by Tenant shall constitute a default. If the default is curable, and, within the applicable period specified by CRLTO §5-12-130, Tenant fails to cure said default following receipt of proper notice from Landlord, Landlord may terminate the Lease, maintain an action for possession without terminating the Lease, and/or exercise any and all other rights, and seek any and all remedies, individually or collectively, available at law or in equity, and the assertion or pursuit of any particular right or remedy shall not preclude the assertion or pursuit of any other. Tenant's obligation to pay Rent during the Term or any holdover shall not be vitiated by the service of any notice or demand or the commencement of any legal proceeding by Landlord. Any legal proceeding instituted to enforce any right of Landlord under this Lease may be filed and prosecuted by and in the name of Landlord or Landlord's Agent.

**19. Landlord Default.** Any material non-compliance by Landlord with this Lease or with CRLTO §5-12-070 shall constitute a default. If, within the applicable grace period specified by CRLTO §5-12-110, Landlord fails to cure any default following receipt of proper notice from Tenant, or, in the event notice is not required, Tenant may exercise any and all rights and seek any and all remedies, individually or collectively, available at law or in equity, and the assertion or pursuit of any particular right or remedy shall not preclude the assertion or pursuit of any other.

**20. Casualty.** If, as a result of fire or casualty, the Premises is in material noncompliance with the Lease or CRLTO §5-12-070, the provisions of CRLTO §5-12-110(g) shall govern. In the event Tenant vacates the Premises without providing Landlord timely notice of intent to terminate the Lease under CRLTO §5-12-110(g)(1) or Tenant desires to continue the tenancy under CRLTO §5-12-110(g)(3), Rent shall abate until material compliance with the Lease or CRLTO §5-12-070 is restored.

**21. Eminent Domain.** If the whole or any substantial part of the Property, Building, or Premises is taken or condemned by any competent public entity for any purpose, then this Lease shall terminate and Rent shall be pro-rated as of the date of the condemnation or taking. Tenant shall not be entitled to receive any portion of any condemnation award.

**22. Abandonment.** Tenant shall not abandon the Premises. Abandonment shall be deemed to have occurred as provided by CRLTO §5-12-130(e) and shall vest Landlord with all rights available thereunder.

**23. Extended Absence.** In the event the Premises will remain unoccupied for more than twenty-one (21) consecutive days, Tenant shall notify Landlord at least seven (7) days in advance of such absence.

**24. Liens.** Tenant shall not suffer or permit any lien or claim for lien to be filed against the Property arising out of work performed, or alleged to have been performed, by, at the direction of, or on behalf of Tenant. If any such lien or claim for lien is filed, Tenant shall within ten days after receiving notice thereof (i) cause such lien or claim for lien to be released or (ii) deliver to Landlord a proper bond in the amount of 150% of the amount of the lien, issued by a surety satisfactory to Landlord, indemnifying, defending, and holding Landlord harmless from and against all liability, loss, cost, and expense resulting from such lien or claim for lien. If Tenant fails to take either of the foregoing actions, Landlord, without investigating the validity of such lien or claim for lien, may (i) pay or discharge the same and Tenant shall thereafter reimburse Landlord upon demand for the amount so paid or (ii) declare a default.

**25. Subordination.** This Lease, and Tenant's interest hereunder, shall be subordinate and inferior to any past, present, or future mortgages affecting the Premises, any advances made upon any such mortgages, and any renewals or extensions thereof.

**26. Application.** Any application submitted by Tenant in connection with this Lease is incorporated herein by reference. Tenant represents and warrants that all statements made in such application are true and complete. Tenant agrees that Landlord was induced to sign this Lease in reliance on all such statements, and Tenant further agrees that any breach of the foregoing representation and warranty shall constitute a default under this Lease.

**27. Notice.** All notices required or permitted under this Lease shall be given by signed writing and served by (i) personal delivery, (ii) certified United States mail, return receipt requested, or (iii) nationally-recognized overnight courier without waiver of signature. In the case of notices to Landlord, service shall be made upon Landlord's Agent, or, if none is identified, to Landlord. In the case of notices to Tenant, service by any method other than personal delivery shall be made at the Premises. Notice shall be deemed received at the time of personal delivery or on the date of signing for certified mail or overnight courier delivery. If more than one good-faith attempt at service has failed, Landlord may serve notice on Tenant by posting on the front door to the Premises and thereafter sending a carbon copy of said notice to Tenant by first-class United States mail, in which case notice shall be deemed to have been received three days after mailing. Landlord may change the name and/or address of its authorized agent through notice to Tenant in accordance with this Paragraph.

**28. Recording.** Tenant shall not record this Lease in any public office. Breach of this condition shall constitute a default.

**29. Easement.** Landlord retains an easement to display tasteful "for sale," "for rent," or similar signs in any Common Areas of the Premises or on the exterior of the Premises at any time within sixty (60) days prior to the expiration of this Lease.

**30. Waiver.** The failure of Landlord to exercise any right under this Lease shall not be construed as a waiver or relinquishment of such right, and Tenant may not rely upon Landlord's inaction at any time or from time to time. The express waiver of any right by Landlord shall not operate as a waiver of any other right.

**31. Merger Clause.** Tenant acknowledges and agrees that this Lease (and any attachments or riders expressly referenced herein) embodies the complete and entire understanding between the parties with respect to the leasing of the Premises and the obligations of Landlord, and Tenant is not relying upon any statement, promise, representation, or warranty not expressed herein, including any promise to alter or improve the Property, Building, or Premises. All understandings and agreements between Landlord and Tenant are merged into this Lease.

**32. Severability.** If any of the provisions of this Lease or the application thereof shall for any reason be held invalid, unlawful, or unenforceable, or to the extent that any governing law imposes any obligation on Landlord or Tenant that contravenes any provision of this Lease or prohibits the inclusion of any provision in this Lease, then this Lease shall be deemed amended to comply with such law, and the remainder of this Lease shall not be affected thereby. If an invalid provision of this Lease cannot be reformed, it shall be severed, and the remainder of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**33. Modification.** No modification, waiver, or amendment of this Lease or any of its terms, conditions, or covenants shall be binding upon the parties unless made in writing and signed by the party sought to be bound.

**34. Binding Effect.** The covenants, conditions, and obligations contained herein shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assigns of Landlord and Tenant, provided, however, that following the death of the last surviving Tenant, the heirs or legal representatives of said Tenant may terminate this Lease upon sixty (60) days' written notice.

**35. Joint and Several Liability.** All Tenants under this Lease shall be jointly and severally liable for all covenants, agreements, and obligations hereunder.

**36. Construction.** The headings of each paragraph in this Lease are for convenience only and shall not be used for interpretive purposes. Singular words, including "Landlord" and "Tenant," shall be interpreted as plural where necessary or where context permits.

**37. Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Illinois, without regard for Illinois choice-of-law principles.

**38. Definitions.** The following capitalized terms used in this Lease shall have the following meanings:

"*Building*" shall mean the entire physical structure in which the Premises is located, including all fixtures, machinery, and equipment appurtenant thereto.

"*Common Areas*" constitute all portions of the Property except separately-demised premises intended for separate occupancy by tenants and any portions of the Property to which Landlord restricts public access, including, but not limited to, lounges, laundry rooms, indoor and outdoor recreational facilities, garages, vestibules, stairways, corridors, elevators, and passages used for ingress or egress to and from the Building and the Premises.

"*CRLTO*" shall mean the Chicago Residential Landlord and Tenant Ordinance (Title V, Chapter 12), as the same has heretofore been, or may hereafter be, amended.

"*Landlord*" shall mean the person(s) or entit(ies) identified as "Landlord(s)" on the front page of this Lease.

"*Landlord's Agent*" shall mean the person or entit(ies) identified as "Landlord's Agent" on the front page of this Lease. Landlord's Agent is authorized to act for and on behalf

Initials: \_\_\_\_\_

of Landlord for the purpose of service of process and for the purpose of receiving notices and demands.

"Lease" shall mean this Chicago Apartment Lease between Landlord and Tenant.

"Premises" means, in the case of a multi-unit Building, that separately demised portion of the Property designated for exclusive occupancy by the Tenant and includes all appurtenances therein, including fixtures, equipment, and appliances. In the case of a single-family dwelling, the "Premises" is coextensive with the Property.

"Property" shall mean the parcel or parcels of land owned by Landlord on which the Building is situated.

"Rent" shall mean any and all monetary sums required to be paid by Tenant to Landlord, including, but not limited to, the total amount stated on the front page of this Lease, applicable Late Fees, and returned check charges.

"Security Deposit" shall mean the funds required to be deposited by Tenant to secure its performance of all obligations and covenants under this Lease. The total amount of the Security Deposit is stated on the front page of this Lease.

"Start Date" shall mean the date so specified in the Lease Term box on the front page of this Lease.

"Tenant" shall mean the person(s) identified as "Tenant(s)" on the front page of this Lease.

In consideration of the mutual covenants and agreements set forth herein or in any rental application, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the Term, pursuant to the terms and conditions contained in, or incorporated into, this Lease.

**TENANT(s)**

**LANDLORD(s)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Name Date

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Name Date

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Name Date

**Rules And Regulations**

The following rules and regulations, and any others referenced in this Lease, are binding upon Tenant, and any failure by Tenant to observe these rules and regulations shall be deemed a material breach of this Lease. Landlord reserves the right to supplement, modify, or amend any such rules and regulations in the interest of maintaining the safety, security, and quality of the Property and the Premises, provided, however, that Landlord may not promulgate any new rules or regulations that materially alter any of the existing terms of this Lease.

**Pets.** Tenants may not keep any pets or animals at the Property without the express written consent of Landlord or Landlord's Agent, which consent may be conditioned on Tenant's agreement to an additional security deposit and revoked at any time on ten (10) days' notice. If consent is given, no animals may be permitted in any Common Areas without a leash, and Tenant shall properly dispose of all pet waste in and around the Property. Guide dogs assisting disabled persons shall not be considered pets.

**Lockouts.** Landlord shall not be obligated to provide access to the Premises if Tenant becomes locked out, but may provide such access at its sole and absolute discretion and may charge a reasonable fee for readmittance or replacement keys.

**Common Areas.** The Common Areas shall not be used for any purpose other than ingress and egress. Tenants may not obstruct the Common Areas nor use the Common Areas to keep or store any type of personal belongings.

**Deliveries.** Landlord retains the right to designate those areas of the Property through which deliveries of furniture, supplies, goods, and packages shall be made.

**Garbage.** Tenant shall comply with all signs regarding the proper disposal of garbage.

**Laundry.** Tenant agrees to clean any lint filters and to keep the laundry area free of debris. Landlord shall not be liable for any personal injury or property damage arising from or relating to Tenant's use of any laundry facilities made available under this Lease.

**External Signage.** No signs, flags, banners, posters, or other media may be hung from the outside of the building, nor may any lettering, artwork, or graphics be exhibited, inscribed, painted, or affixed on or to any window, window-sill, or other exterior surface of the building without the express written consent of Landlord.

**Noise.** Tenants may not make or generate an excessive amount of noise, nor engage in any loud or boisterous activity reasonably likely to disturb neighbors.

**Porches and Balconies.** Tenant may not allow more than three persons to congregate on any porch, terrace, outdoor stairway, or balcony at any time, nor may Tenant engage in or permit any activity on any porch, terrace, or balcony that could potentially pose a danger to life or limb. Tenant further agrees not to use any balcony, porch, or exterior improvement for the purpose of drying laundry or storing bicycles.

**Cooking.** Tenants may not engage in any type of cooking or barbecuing outside the kitchen and may not light any type of fire on any porch, terrace, or balcony.

**Water Beds.** Tenants may not bring any type of water bed or other furniture filled with liquid onto the Premises without the express written consent of Landlord.

**Guaranty**

In consideration of, and as inducement for, the execution and delivery of this Lease by Landlord, the undersigned guarantor ("Guarantor") absolutely, unconditionally, and irrevocably guaranties to Landlord, its successors and assigns, the full and prompt payment of all Rent and the full and timely performance and observance of all covenants, terms, conditions, and obligations required of Tenant, its successors and assigns. This Guaranty shall be enforceable without the necessity of any demand being made of, or any lawsuit or proceeding being instituted against, Tenant, its successors or assigns, and without the necessity of any notice of the non-payment, non-performance, or non-observance of any covenant, term, condition, or obligation under the Lease. Any such notice that might otherwise be required is hereby waived by Guarantor. No release or discharge of Tenant in any receivership, bankruptcy, winding-up, or other proceeding shall affect, diminish, impair, invalidate, or terminate this Guaranty or otherwise serve as a defense to this Guaranty. This Guaranty shall not be affected by any subletting or assignment by Tenant. Guarantor represents and warrants that this Guaranty constitutes a legal, valid, and binding obligation of Guarantor, enforceable in accordance with its terms. If more than one Guarantor executes this Guaranty, all Guarantors shall be jointly and severally liable hereunder.

**GUARANTOR**

**GUARANTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

*Initials:* \_\_\_\_\_