

QUIET LIFESTYLE LIVING
LEASE

Parties

This lease made on **October 13, 2023**, by and between Property Owner ("Landlord") and **Jane Doe, John Doe** ("Tenant.")

Premises

Landlord leases to tenant and tenant leases from landlord, the property with improvements hereon, and furniture (if any) as shown on attached Schedule A, described as the property situated in the City of DeKalb commonly known as **123 Regent Drive Unit 456** ("Premises")

Term

This lease shall commence on the **10 day of July, 2024 at 12:00p.m.** (10:00a.m. for Saturday move-ins), and end on **5 day of July, 2025 at 12:00 p.m.** unless sooner terminated according to the provisions hereof.

Rental

Tenant shall promptly pay as monthly rental hereunder the sum of **\$ 1000.00 payable to landlord at in advance on or before the First day of each calendar month during the period of this lease in accordance with the rent payment schedule on page #3.** If all rent due is not paid on or before the Fifth of the month, tenant agrees to pay a late charge of \$50.00 plus an additional late charge of \$2.00 per day thereafter until paid in full. Tenant agrees to pay a \$25.00 charge for each returned check, plus late payment charges. Total rent due for lease term **\$ 12000.00.**

Security Deposit

Receipt is hereby acknowledged of **\$ 800.00** as a security deposit for the faithful performance of all the terms and conditions of **this lease; \$200.00 as a non-refundable portion. Total due \$ 1000.00.** Under no circumstances is said security deposit to be construed as rent. **SECURITY DEPOSIT HELD IN OWNER'S ACCOUNT NOT IN A PITTSLEY REALTY ACCOUNT.** Landlord is authorized to place security deposit in an interest bearing account with interest accruing to landlord. The security deposit will be returned to tenant only upon the occurrence of all the following conditions: (a) payment of all rent due; (b) the vacating of the premises in clean condition; (c) return of all keys to landlord; (d) removal of abandoned articles; and (e) upon furnishing a forwarding address to landlord. **The premises are expected to be returned in the same condition it was given upon occupancy. Deductions from the security deposit shall be made for any damages done to the premises including, but not limited to, insufficient light bulbs, painting, cleaning, scratches, burns, stains, holes in walls, as well as any other damages to the property, if any.** After the above conditions have been complied with by tenant, security deposit will be sent to the forwarding address furnished by tenant, along with an itemized accounting of any charges or damages or other sums owed by tenant, no later than thirty (30) days after the termination of this lease.

Security deposit return will be paid to the order of all names listed under ("Tenant.") and will be sent to the first forwarding address provided. If all roommates wish to have the check split equally or paid to the order of one person in the full amount, written consent must be provided. If Tenant wishes to have the check split, there will be a \$20 fee per additional check.

Tenant shall not withhold payment of the last month's rental or any portion thereof on grounds that the security deposit serves as security for the unpaid rental.

Abandoned Articles

All articles left in or upon the premises by the tenant upon termination of the lease for any reason shall be disposed of by the landlord as becomes necessary and in a manner as landlord may see fit and proper, and without recourse by the tenant. The landlord herein is further given the right to use the tenants' security deposit to cover the landlord's expenses in disposing of the tenant's articles.

Holdover

NO HOLDOVER IS ALLOWED. IF TENANT IS FOUND TO BE HOLDING OVER, AN INITIAL FINE OF \$500 WILL BE ISSUED IN ADDITION TO DOUBLE THE MONTHLY RENT PRORATED PER DAY.
(WHEN LEASE TERM IS OVER NO EXTENSION ALLOWED-NO HOLDOVER)

Notice Requirements

Any notice required hereunder shall be given by personal delivery or regular mail at landlord's address or the address of the leased premises.

Failure to Occupy

If tenant fails to occupy premises in accordance with this lease, all deposits hereunder shall be automatically forfeited.

Early Termination/Sublease

If ("Tenant.") chooses to terminate lease early, they are obligated to pay a 3 month buy-out OR sublease. All "Tenants" must be in agreeance with this and must have written consent from Landlord.

Lessee's Acknowledgements (Initial) _____

Care and Maintenance of Premises

Tenant accepts the premises in its present condition and agrees to take good care of the premises and to make no alterations, additions, repairs, or improvements without the prior written consent of landlord. This applies to security system installs and personal lock changes on any door within the premises. Tenant agrees to report promptly, in writing, to landlord when any portion of the premises is out of repair, and to promptly reimburse landlord for any damage to the premises or furnishings thereof caused by the negligence, misuse, or any other occurrence attributable to tenant, tenant's agents, family or guests. The above pertains to all aspects of the premises, including but not limited to sinks, toilets, and drains. Tenant understands they are to notify the Landlord immediately if there is a water leak and/or constant running water, and if failure to do so, accepts full responsibility of damages. A CONDITION REPORT WILL BE FURNISHED AND SHOULD BE TURNED INTO LANDLORD UPON OCCUPANCY.

intl.

Equipment

Any electrical or mechanical equipment which is a part of the premises, including dishwashers, garbage disposals, automatic range and ovens, refrigerators and freezing units, attic fans, heating and air conditioning equipment, automatic clothes washers and dryers, internet modems and routers, will be delivered by the landlord in good operating order. It is expressly understood that tenant will properly operate, all such equipment and surrender same in good operating order at the termination of this lease.

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Utilities

Unless otherwise mentioned herein, all utilities used in or about premises shall be paid by Tenant. Failure to place utilities in Tenant's name results in a \$50.00 fine per utility bill we receive and pay on behalf of the Tenant. These utilities include: ELECTRIC, GAS, CABLE, PHONE. **(WATER/SEWER/GARBAGE \$128.00 per month to be paid to Landlord).** _____intl.

Occupancy

The premises shall be used only as a private residence and as a single family dwelling unit, and for no other purpose, with the number of adults and children residing therein not to exceed **4**. **Maximum number of resident and resident guests in unit not to exceed 20 persons at any one time. If persons exceed 20, a \$100.00 over occupancy fine will be issued and is due within 5 days of notice.**

Neither the whole of the premises, nor any portion thereof, shall be assigned or sublet by tenant to any other person without the prior written consent of landlord. Tenant accepts existing locks as safe and acceptable. **IT IS AGAINST CITY CODE TO BE OVER THE OCCUPANCY SPECIFIED ON THIS LEASE. IF AT ANY TIME, THE UNIT IS DETERMINED TO BE OVER**

OCCUPANY, THIS WILL RESULT IN A \$1000 FINE, AND POSSIBLY IMMEDIATE TERMINATION OF YOUR LEASE. intl.

Nuisance Clause Tenant and the family and guests of tenant shall fully comply with all federal, state, municipal, and other laws and ordinances, and shall not commit any act which is a nuisance or annoyance to the neighborhood. DeKalb has a noise ordinance with quiet hours beginning at 10:00 P.M.
No pets shall be kept on the premises. Tenant agrees to pay a \$300.00 fine plus \$5.00 per day until pet is removed for each violation and an additional carpet cleaning fee of \$200.00.
Ordinance F-403.7.1 reads as follows: Open burning in charcoal and LP gas grills: Open burning in any grill is prohibited in a multi-family residence where the grill will be placed on a combustible balcony. In accordance with this ordinance, we require that all grills be removed from combustible balconies, and placed farther than 10’ from any structure. The city will be doing random checks of balconies in your neighborhood. Violators of the above stated ordinance are susceptible to fines.

*Lessee’s Acknowledgements (Initial)*_____

Liability of Landlord

Tenant hereby agrees to indemnify and hold harmless the landlord from and against any and all claims for damages to premises or personal injury arising from tenants use of premises, or from any activity, work or thing done, permitted or suffered by tenant in or about the premises. If, in landlords judgment, there is substantial damage to the premises, landlord may terminate this lease by giving written notice to tenant and the rent shall be prorated and the balance refunded to tenant, less lawful deductions.
The landlord shall not be liable for personal injuries or property damage or loss from theft, vandalism, fire, water, tornado, rain, explosion, or other causes whatsoever, unless the same is due to the negligence or fault of landlord. Landlord shall furnish smoke detectors as required by statute. **Smoke detectors/carbon monoxide alarms are furnished, landlord shall test same and provide initial batteries/lightbulbs at lease commencement; thereafter tenant shall pay for and replace smoke detector/carbon monoxide alarm batteries/lightbulbs, if any, as needed. Tenant is responsible for testing such equipment monthly to insure correct functioning.** intl.

Tenants Insurance

Tenant is hereby notified that landlord's insurance does not insure tenant against loss of personal property on the premises due to fire, theft, vandalism or other causes. Tenant is responsible for insurance on tenant's own property for fire and casualty loss and for tenant's family for liability insurance coverage.

Contractual Lien

Tenant does, by the execution of this residential lease, grant to landlord an express contract lien and security interest upon all fixtures, goods and property of the tenant now or hereafter placed in or upon the premises in order to secure the prompt payment of rent herein provided, and the full compliance by tenant of all agreements and covenants hereunder. This contract lien shall be in addition to such statutory liens as landlord may have under and by virtue of the laws of the State of Illinois, as presently existing or as may be amended. In order to exercise contractual or statutory lien rights when tenant is in default hereunder, landlord may peacefully enter the premises and remove and store all property therein, except property exempt by statute, provided, however, tenant must be present or written notice of entry must be left afterward.

Landlord's Remedies-Landlord shall have the remedies specified in this paragraph for the following circumstances:

- a) Termination For Failure To Pay Rent-If all or any portion of the rent is unpaid when due and Tenant fails to pay unpaid rent within five (5) days after written notice by landlord of an intention to terminate Lease if rent is not so paid, Landlord may terminate the Lease. Landlord may also maintain an action for rent and/or damages without terminating the Lease.
- b) Termination For Breach Of Lease-If there is a material non-compliance by Tenant with this Lease, Landlord may deliver written notice to Tenant specifying the acts and/or omissions constituting the breach and that the Lease will terminate upon a date not less than ten (10) days after receipt of notice, unless the breach is remedied by Tenant within that period of time. If the breach is not remedied within the 10-day period, the Lease shall terminate as provided in the notice.
- c) Self-Help-If Tenant fails to comply as promptly as conditions permit in case of emergency or in cases other than emergencies within 14 days of receipt of written notice by Landlord specifying the breach and requesting that Tenant remedy it within that period of time, Landlord may enter the Apartment and have the necessary work done in a manner required by law. Landlord shall be entitled to reimbursement from Tenant of the costs of repairs under this subparagraph.
- d) Damages and Injunctive Relief-If there is a material non-compliance by Tenant with this Lease, Landlord may recover damages and obtain injunctive relief. If Tenant's non-compliance is willful, Landlord may recover reasonable attorney's fees.
- e) Disturbance Of Others-After receipt of a written notice as provided in Subparagraph b above, Landlord may obtain inductive relief against the conduct constituting the violation, or may terminate the Lease on ten (10) days' written notice to Tenant.
- f) Rights upon Termination-If this Lease is terminated, Landlord shall have a claim for possession and/or for rent.

Attorney's Fees

The prevailing party in an action including forcible entry and detainer arising out of Landlord's or Tenant's application of the rights or remedies made available in this Lease or in the DeKalb Municipal Residential Landlord and Tenant Ordinance, DeKalb Municipal Code, Chapter 10, including forcible entry and detainer actions shall be entitled to all court costs and reasonable attorney's fees.

Abandonment

- a) Actual notice given to Landlord by Tenant indicating Tenant's intention not to return to the Rental Unit, 21 days' physical absence of tenant (or one rental period where rental period is for less than one month) and Tenant has removed Tenant's personal property from the Rental Unit and rent for that period is unpaid, or 32 days' physical absence from the Rental Unit and rent for that period is unpaid shall be deemed to be an abandonment of the Rental Unit by Tenant.
- b) If Tenant abandons the Rental Unit, Landlord shall make a good faith effort to re-rent Tenant's Rental Unit at fair market value.
- c) If Landlord succeeds in re-renting the Rental Unit at fair market value, Tenant shall be liable for the difference between the total amount of rent due under the Lease Agreement, and the amount rent subsequently received by Landlord for the subsequent occupancy of the Rental Unit until the date that this Lease Agreement was set to terminate as stated in Paragraph 1.
- d) If Landlord makes a good faith effort to re-rent the Rental Unit at a fair rental and is unsuccessful, Tenant shall be liable for the rent due for the period of the Lease. Tenant shall also be liable for the reasonable advertising costs incurred by Landlord in seeking to re-rent the Rental Unit.
- e) If Tenant abandons the Apartment as described above or fails to remove personal property from the Premises after termination of this Lease, Landlord shall leave the abandoned property in the Rental Unit or remove and store all abandoned property after seven (7) days. Notwithstanding the foregoing, if Landlord reasonably believes such abandoned property to be valueless or of such little value that the cost of storage would exceed the amount that would be realized from sale, or if such property is subject to spoilage, Landlord may immediately dispose of such property.

Access/Inspection

- a) Landlord may have the right to enter the Rental Unit in case of emergency or after providing Tenant with reasonable notice prior to such entry. Landlord may enter the Rental Unit with reasonable notice for the following reasons: inspection for maintenance; to make necessary or requested repairs or improvements; supply necessary or agreed services; conduct inspections required by government agencies; when repairs for the Premises require such access; show the Rental Unit to prospective renters or buyers; for pest control. Absent reasonable notice from the Landlord, Tenant has the right to refuse entry except in case of actual emergency.

b) Reasonable notice, as defined by Section 10.14 of the DeKalb Municipal Code, shall be notice given no less than twelve (12) hour's notice prior to entry, unless Tenant has given prior consent for maintenance and repairs, and the entry is to inspect for and to make said repairs. Entry between 8:00 a.m. and 8:00 p.m. shall be presumed reasonable. At the time of entry, a knock on the door, a verbal hello or a phone call placed immediately prior shall be considered reasonable warning of entry.

c) Nothing herein prohibits the parties from consenting to Landlord's access at any time by mutual consent.

Joint and Several Liability

Unless otherwise stated herein, all persons signing this lease as Tenant shall be held jointly and severally liable for all terms of this lease. This means any one tenant may be held responsible to Landlord for payment of rent or charges for damages owed by roommates.

Fair Housing

In accordance with the law, this property is offered without respect to race, color, religion, sex, or national origin of tenant.

Miscellaneous

This lease shall constitute a full understanding between the parties herein, and no other Agreement unless in writing and signed by the parties hereto shall be binding upon the subject property, except the attached Rental Application, if any, which shall become a part of the lease

1) DUE	10/13/23	AMOUNT	\$1000.00 (Deposit)								
2) DUE	10/13/23	AMOUNT	\$200.00 (Non-Refundable Portion)								
			\$ 800.00 (Total Due)								
			RENT	WATER			RENT	WATER	Lessee's Acknowledgements (Initial)		
1) DUE	6/1/24	AMOUNT	\$ 1000.00	\$ 128.00	7) DUE	12/1/24	AMOUNT	\$ 1000.00	\$ 128.00		
2) DUE	7/1/24	AMOUNT	\$ 1000.00	\$ 128.00	8) DUE	1/1/25	AMOUNT	\$ 1000.00	\$ 128.00		
3) DUE	8/1/24	AMOUNT	\$ 1000.00	\$ 128.00	9) DUE	2/1/25	AMOUNT	\$ 1000.00	\$ 128.00		
4) DUE	9/1/24	AMOUNT	\$ 1000.00	\$ 128.00	10) DUE	3/1/25	AMOUNT	\$ 1000.00	\$ 128.00		
5) DUE	10/1/24	AMOUNT	\$ 1000.00	\$ 128.00	11) DUE	4/1/25	AMOUNT	\$ 1000.00	\$ 128.00		
6) DUE	11/1/24	AMOUNT	\$ 1000.00	\$ 128.00	12) DUE	5/1/25	AMOUNT	\$ 1000.00	\$ 128.00		

Rent payments may be made through the online portal, credit/debit card (fees apply), cashier’s check, personal check or money order. CASH AND AMERICAN EXPRESS NOT ACCEPTED. PLEASE MAKE ALL CHECKS PAYABLE TO PITTSLEY REALTY & MAIL TO:P.O. BOX 963, DEKALB, IL 60115

TENANT IS RESPONSIBLE FOR MANUALLY TURNING OFF ANY AND ALL AUTOPAY SETTINGS THROUGH APPFOLIO UPON COMPLETION OF THE PAYMENT SCHEDULE SHOWN ABOVE

ADDITIONAL COVENANTS AND CONDITIONS APPLY TO TENANTS AND THEIR GUESTS: ANY VIOLATIONS OF THE LISTED ITEMS BELOW OR TERMS MENTIONED THROUGHOUT THE LEASE, WILL RESULT IN A \$200 FINE, UNLESS OTHERWISE STATED, AND HAS THE POTENTIAL FOR LEASE TERMINATION.

- * NO WATER FURNITURE ALLOWED
- * HEAT MUST BE MAINTAINED TO PROTECT PIPES FROM FREEZING. TENANT RESPONSIBLE FOR ALL CHARGES INCURRED.
- * SUBLEASE/ADD/REMOVE TENANTS - ALL SUBLEASES/LEASE CHANGES MUST BE APPROVED IN WRITING BY THE OFFICE. SECURITY DEPOSIT/PREPAID RENT WILL NOT LEAVE THE ACCOUNT ASSOCIATED WITH THIS LEASE AGREEMENT. ANY MONIES OWED WILL BE HANDLED/TRANSFERRED BETWEEN SUBLESSOR/SUBLESSEE. THERE IS AN AUTOMATIC FEE OF \$150.00 FOR EACH PERSON ADDED OR REMOVED. (FOR EXAMPLE: TO ADD A TENANT (\$150) AND TO REMOVE A TENANT (\$150), TOTALLING \$300.00.) *SUBJECT TO CHANGE*
- * COMMON AREA DAMAGE WILL BE DIVIDED AMONG ALL BUILDING TENANTS. THESE AREAS ARE NOT PART OF YOUR UNIT, THEREFORE, SHOULD NOT BE USED FOR STORAGE.
- * TENANT WILL BE ISSUED KEYS TO THE APARTMENT & MAIL BOXES
- * TENANT IS RESPONSIBLE FOR RETURNING THE APARTMENT BACK IN THE CONDITION THAT IT WAS GIVEN AT THE BEGINNING OF THE LEASE. CHARGES WILL BE MADE IF APARTMENT NEEDS PAINTING, CLEANING, MAINTENANCE OR HAS DAMAGES.
- * ANY CHECK PAYMENT RECEIVED IN OUR OFFICE WHICH DOES NOT CONTAIN THE RENTAL ADDRESS AND UNIT NUMBER IN THE MEMO SECTION OF THE CHECK WILL BE CHARGED A PROCESSING FEE OF \$10.00.
- * ANY CHECK PAYMENT RECEIVED IN OUR OFFICE WHICH CONTAINS THE WRONG RENTAL ADDRESS AND UNIT NUMBER WILL BE CHARGED A PROCESSING FEE OF \$25.00.
- * A LOCK OUT CHARGE OF \$50.00 DURING BUSINESS HOURS AND A CHARGE OF \$100.00 AFTER BUSINESS HOURS WILL BE ASSESSED TO YOUR ACCOUNT AND IS DUE WITHIN 24 HOURS.
- * TENANT RESPONSIBLE FOR LOST OR STOLEN KEYS. LOCK CHANGES AND KEY REPLACEMENT PRICING IS SUBJECT TO CHANGE.
- * NO ANIMALS ARE ALLOWED IN THE BUILDING FOR ANY PERIOD OF TIME - A FINE OF \$300.00 WILL BE CHARGED AND IS DUE WITHIN 1 DAY.
- *BEER KEGS OF ANY SIZE OR KIND BROUGHT ONTO THE PROPERTY ARE NOT ALLOWED. VIOLATIONS OF THIS COVENANT WILL REQUIRE TENANT O PAY A \$600.00 FEE WITHIN 5 DAYS OF NOTICE.
- * GARBAGE AND/OR LITTER CLEAN-UP WILL RESULT IN A \$50.00 PER HOUR CHARGE, MINIMUM OF ONE HOUR.
- * ONLY TENANTS NAMED ON THE LEASE MAY OCCUPY SAID APARTMENT.
- * PARKING IS LIMITED AND WILL REQUIRE A PARKING PERMIT. THE FEE FOR A PARKING PERMIT IS SUBJECT TO CHANGE, CONTACT OFFICE FOR CURRENT PRICING. VALID VEHICLE INSURANCE AND REGISTRATION IS REQUIRED TO OBTAIN A PERMIT. A MAXIMUM OF 1 PERMIT PER PERSON NAMED ON LEASE WILL BE ISSUED (TERMS APPLY TO CERTAIN PROPERTIES). IF YOUR RENTAL UNIT HAS A GARAGE, PARKING PERMITS WILL NOT BE ISSUED. IF YOU DO NOT HAVE OR A PERMIT IS NOT VISIBLE, YOUR VEHICLE WILL BE TOWED. VEHICLES WILL BE TOWED FOR IMPROPER PARKING INCLUDING, BUT NOT LIMITED TO, PARKING IN A NO PARKING ZONE, PARKING IN A DISABLED PERSONS SPACE, PARKING IN FIRE LANES AND PARKING IN THE GRASS OR BLOCKING AN ENTRANCE TO A BUILDING OR DRIVEWAY. YOUR VEHICLE WILL BE TOWED FROM THESE AREAS WITHOUT REGARDS TO WHETHER YOU HAVE A PERMIT OR NOT.
- * PER CITY OF DEKALB ORDINANCE 51.30.B.8; A VEHICLE WITH ONE OR MORE OF THESE CHARACTERISTICS IS THUS DEEMED TO BE A HAZARDOUS VEHICLE SUBJECT TO IMMEDIATE TOWING: INCLUDING BUT NOT LIMITED TO, VEHICLES WITH BROKEN WINDOWS, VEHICLES WITH OBVIOUS SAFETY HAZARDS, LEAKING FLUIDS, MISSING ANY EQUIPMENT REQUIRED BY LAW FOR LEGAL OPERATION, VEHICLES WITHOUT PROPERLY DISPLAYED LICENSE PLATES AND VALID REGISTRATION, VEHICLES WITH MISSING OR FLAT TIRES, AND VEHICLES THAT ARE CLEARLY INOPERABLE OR INCAPABLE OF BEING MOVED UNDER THEIR OWN POWER.
- *GUESTS THAT WILL BE PARKING IN THE LOT ARE REQUIRED TO HAVE A TEMPORARY PARKING PERMIT. THIS CAN BE OBTAINED BY CONTACTING THE OFFICE.
- * MAXIMUM NUMBER OF RESIDENT AND RESIDENT GUESTS IN UNIT NOT TO EXCEED 20 PERSONS AT ANY ONE TIME. IF PERSONS EXCEED 20, A \$100.00 OVER OCCUPANCY FINE WILL BE ISSUED AND IS DUE WITHIN 5 DAYS OF NOTICE.
- * THIS IS A QUIET LIFESTYLE BUILDING-NO MUSIC, NOISE OR OTHER SOUNDS SHALL BE PERMITTED IN SUCH A WAY AS TO DISTURB OR ANNOY OTHER OCCUPANTS. THERE WILL BE A \$200.00 FINE IF THIS COVENANT IS VIOLATED. AFTER THREE VIOLATIONS, TENANT AGREES THAT THE LEASE CAN BE TERMINATED BY THE LANDLORD. TENANT AGREES TO MOVE OUT WITHIN 48 HOURS OF LEASE VIOLATIONS.
- * HALLWAYS, GRASSY AREAS, PARKING LOTS AND OTHER COMMON AREAS ARE NOT PART OF YOUR APARTMENT - TENANTS AND TENANTS GUESTS ARE NOT TO CONGREGATE IN THESE AREAS. \$400.00 FINE PER VIOLATION.
- * NO FIREARMS ARE ALLOWED IN THE APARTMENTS. IF TENANT VIOLATES THIS PROVISION, HE/SHE AGREES TO IMMEDIATLEY VACATE THE APARTMENT
- *SMOKING IS PROHIBITED WITHIN ALL RENTAL UNITS: NO TENANT SHALL SMOKE, NOR PERMIT ANYONE TO SMOKE, IN THE TENANT’S APARTMENT. SMOKING SHALL BE PROHIBITED THROUGHOUT THE ENTIRE APARTMENT COMPLEX, INCLUDING BUT NOT LIMITED TO, HALLWAYS, STAIRWAYS, FOYERS, COMMON ROOMS AND FACILITIES.
- * TENANTS WILL RECEIVE A DIGITAL COPY OF THE LEASE AGREEMENT. PRINTED COPY AVAILABLE UPON REQUEST - CHARGES MAY APPLY.

*** LEASE RENEWAL NOTICE IS REQUIRED BY NOVEMBER 15, 2024. THERE WILL BE REMINDER NOTICES DELIVERED PRIOR TO THIS DEADLINE. IF PITTSLEY REALTY IS NOT NOTIFIED BY THE DATE SPECIFIED, YOUR RENTAL UNIT WILL BE RE-RENTED TO OTHER PERSPECTIVE TENANTS WITHOUT FURTHER NOTICE.**

IT IS MUTUALLY AGREED UPON BY THE SIGNING OF THIS LEASE ALL PARTIES HAVE READ AND UNDERSTAND ALL TERMS AND COVENANTS, INCLUDING ALL FINES AND CHARGES, SPECIFIED WITHIN.

Signed

Landlord/agent for the Owner

Tenant

Tenant

Tenant

Tenant

CRIME FREE LEASE ADDENDUM

Prohibition against nuisance activity within the City of DeKalb.

The City of DeKalb has enacted the following in its Code of Ordinances:

- (1) Chapter 10, Section 10.10—Rental Agreements—Required Terms: This Section requires the inclusion of a Crime Free Housing Lease Addendum in all lease agreements;
- (2) Chapter 10, Section 10.17—Criminal Nuisance Property Violation and Abatement: This Section prohibits unlawful activity on rental properties located within the City's corporate limits

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner (or Owners' agent or representative) and Resident agree as follows:

The Tenant is subject to all municipal codes and their consequences that can be found on the City of DeKalb website <http://www.cityofdekalb.com/>. The Tenant is also subject to this Crime Free Lease Addendum.

1. The Tenant, any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate unlawful activity in, on, at or about the leased premises.
2. The Tenant, any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control shall not permit the leased premises to be used for, or to facilitate, unlawful activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
3. The Tenant, any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate any breach of the lease agreement that jeopardizes the health, safety, and welfare of the Landlord, his agent, or other Tenant, or involves imminent or actual serious property damage.
4. The Tenant is strictly and vicariously liable for the unlawful activity of any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control, whether or not the Tenant had knowledge of the activity or whether or not the household member or guest was under the Tenant's control.
5. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
6. For purposes of this Lease Section, unlawful activity shall mean the following:
 - (i) Any offense defined and prohibited by Section 6-16 (Prohibited Sales and Possession) or Section 6-20 (Transfer, possessions, and consumption of alcoholic liquor; restrictions) of the Liquor Control Act of 1934, 235 ILCS 5/6-16 and 5/6-20, as may be amended from time to time.
 - (ii) Any offense that constitutes a felony or misdemeanor under the Illinois Criminal Code of 1961, 720 ILCS 5/1-1, et seq., as may be amended from time to time.
 - (iii) Any offense defined and prohibited by Chapters 38 and 52 of the City of DeKalb Municipal Code, as may be amended from time to time.
7. For purposes of this Lease Section, pursuant to 65 ILCS 5/1-2-1.5, unlawful activity shall not mean the following:
 - (i) Contact made to the police or other emergency services, if: a) the contact was made with the intent to prevent or respond to domestic violence or sexual violence; b) the intervention of emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or c) the contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability;
 - (ii) An incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member, or guest occurring in the dwelling unit or on the leased premises; or
 - (iii) Unlawful activity or a violation of this Code occurring in the dwelling unit or on the leased premises that is directly relating to domestic violence or sexual violence, engaged in by a tenant, member of a tenant's household, guest, or other party, and against a tenant, household member, guest, or other party.
8. Violation of any of the above provisions shall be a material and irreparable violation of the lease and good cause for termination of the tenancy; provided, however, a Tenant shall not be retaliated against nor evicted when merely a victim of unlawful activity, but the Tenant shall be strictly and vicariously liable and responsible for the unlawful activity of the Tenant's guests, any member of the Tenant's household, and any person under the Tenant's control. A single violation of any of the provisions hereof shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of unlawful activity based upon a preponderance of the evidence shall be sufficient to establish a violation of the crime free housing lease provision. Tenant consents to venue in any court within the county wherein the unit is located in the event Owner initiates legal action against the Tenant.

To the extent permitted by law, Tenant agrees that service of process of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to Tenant, shall be effective and sufficient for purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any Tenant, co-signor, occupant or guarantor, if served upon any occupant or other person of suitable age and discretion who is present at the premises and residing therein, notwithstanding the fact that a Tenant, co-signor, occupant or guarantor may reside at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law or rule. By signing this lease, the undersigned hereby waives any objection to service carried out under the terms of this agreement.

Owner/Landlord Signature

Resident’s Signature

Resident’s Signature

Resident’s Signature

Resident’s Signature

Address