DATE OF LEASE ("Lease")	TERM OF LEASE ("Term")		MONTHLY RENT	MONTHLY UTILITY
02/18/2025	BEGINNING	ENDING	\$3,450.00	\$150.00
	03/01/2025	05/31/2027		

Tenant Ordinance Summary Attached

#### **LESSEE**

NAME: Grace Stephens, Rohanna Hasselkus, Boya Fu, and Ran McClean ("Resident" or "Lessee")

**APARTMENT NUMBER: 502 (the"Premises")** 

ADDRESS OF PREMISES: 5135 S. Kenwood Ave, Chicago IL 60615, Apt 502

## **LESSOR**

## **IDENTIFICATION OF OWNER AND AGENTS**

Owner or Authorized Management Agent:

NAME: 5135 Kenwood LLC ("Landlord" or "Lessor")

ADDRESS: 5135 S. Kenwood Ave, Chicago IL 60615, Apt 502

#### NOTICE OF CONDITIONS AFFECTING HABITABILITY

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

**CONCESSIONS (if any):** Last 3 months of the lease ending on 05/31/2027 will carry a monthly rent of \$0.00. Monthly utility charges do apply.

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Resident Signature Resident Signature Resident Signature Resident Signature

Authorized Management Agent Signature

- 1. RENT: Lessee shall pay to the Lessor or Lessor's agent the monthly Rent set forth above on or before the first day of each and every month in advance at Lessor's address stated above or such other address as Lessor may designate in writing. The time of each and every payment of Rent is of the essence of this Lease. No payment of a lesser amount than the Rent or other charges stipulated in this Lease shall be deemed to be anything other than an account of the earliest stipulated Rent. No endorsement or statement on any check or pay letter accompanying any payment as Rent will be deemed an accord and satisfaction. Lessor will accept the payment without prejudice to Lessor's right to recover the balance of such Rent or to pursue any other remedy available to Lessor.
- **2. LATE CHARGES**: The monthly Rent shall be increased \$10.00 per month for the first \$500.00 in monthly Rent plus five (5%) percent per month for any amount in excess of \$500.00 in monthly Rent if paid after the first of the month. Rent shall be considered received, if mailed, on the date actually received by Lessor.
- **3. POSSESSION:** If Lessor cannot give Lessee possession on the date fixed for commencement of the Term, the Rent shall be abated until such time as the Premises are available for Lessee's occupancy, or Lessee may upon written notice terminate this Lease.
- **4. APPLICATION AND MOVE IN:** 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. Lessee will be assessed a one-time move-in administrative fee of \$350.00, due upon execution of this Lease.
- **5. 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 or renewal of this Lease upon its expiration shall be conclusive evidence of Lessee's receipt thereof in good order and repair. If there are any existing non satisfactory conditions at the time of move in, it is the Residents responsibility to notify management in writing within 7 days. No promises as to condition or repair have been made by Lessor or Lessor's 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 Lessor's agent.
- 6. LESSEE TO MAINTAIN: Lessee shall keep the Premises and the fixtures and furniture and appliances therein in a clean, sightly and healthy condition, and in good repair, and in accordance with any and all ordinances in such cases made and provided, at Lessee's own expense, and upon the termination of this Lease, for any reason, shall yield and return the same back to Lessor in as good condition of cleanliness and repair as at the date of the execution hereof, reasonable wear and tear excepted. Lessee shall make all necessary repairs to the Premises whenever damage to the same has occurred or repairs are required due to Lessee's conduct or neglect, and shall replace all broken glass and fixtures. Upon Lessee vacating the Premises, if the Premises are not in good repair and in a clean, sightly and healthy condition, Lessor or Lessor's agents may replace the Premises in the same condition or 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.
- 7. USE OF PREMISES: The Premises shall be occupied solely for residential purposes by Lessee and those persons listed in the Application for this Lease. Neither Lessee nor any other persons residing with or visiting Lessee shall suffer, perform or permit any act or practice that may be disturbing to other residents in the Building, be illegal, immoral, or increase the rate of insurance on the property. Neither Lessee nor any occupant nor any guest of Lessee shall engage in any criminal activity including drug related activity on or near the Premises nor shall they engage in any acts of violence or threats of violence or interfere with the health, safety or rights of other residents, employees or agents of Lessor, or persons in the immediate vicinity of the Premises. Lessee shall be responsible for the conduct of all occupants and persons visiting the Premises.
- **8. SUBLET OR ASSIGNMENT:** Lessee shall not sublet the Premises or any part thereof, nor assign this Lease, without, in each case, the prior written consent of Lessor which consent shall not be unreasonably withheld.
- **9. NO ALTERATIONS:** Lessee shall not make any alterations to the Premises nor install any appliances, locks or other equipment of any kind without the prior written consent of Lessor in each instance.
- **10. ACCESS:** Lessee shall not unreasonably withhold consent to Lessor to enter the Premises at reasonable times for reasonable purposes such as but not limited to providing tours for potential tenants.
- 11. HEAT AND WATER: Lessor shall furnish hot and cold water and if heating is under the control of Lessor, shall also furnish heat in reasonable amounts at reasonable hours except when prevented by causes beyond Lessor's control or when the water and heating system are being repaired.
- **12. RIGHT TO RELET:** If Lessee shall remove a substantial portion of Lessee's personal property or otherwise abandon or vacate the Premises, Lessor may immediately re-let the Premises as provided by Ordinance, or if the Premises become vacant by reason of Lessee's breach, or if this Lease has been terminated by reason of Lessee's

breach, or if Lessee has been evicted, Lessor may re-let the Premises, and Lessee shall be liable and pay for the expenses of re-letting and losses to the end of the Term or as provided by Ordinance. Lessee's obligation to pay Rent during the Term or any extension thereof shall continue and shall not be waived, released or terminated by the service of a five-day notice, demand for possession, notice of termination of tenancy, the filing of a forcible entry and detainer action, or judgment for possession, or any other act resulting in the termination of Lessee's right of possession.

- 13. FORCIBLE DETAINER: If Lessee defaults in the payment of Rent or any part thereof, Lessor may distrain for Rent and shall have a lien on Lessee's property to the extent allowed by law, for all monies due Lessor, or if Lessee defaults in the performance of any of the covenants or agreements herein contained, Lessor or Lessor's agents, at Lessor's option, may terminate this Lease, and, if abandoned or vacated, may re-enter the Premises. Non-performance of any of Lessee's obligations shall constitute a default and forfeiture of this Lease, and Lessor's failure to take action on account of Lessee's default shall not constitute a waiver of said default.
- **14. NOTICES:** Any demand or notice, may be served by delivering a copy to Lessee, or by leaving the same with some person above the age of twelve years, residing on or in possession of the Premises; or by sending a copy of said notice to Lessee by certified mail, return receipt requested or by posting the same on Lessee's door to the Premises, if no one is in actual possession of the Premises.
- **15. FIRE AND CASUALTY:** If the Premises shall be rendered untenable by fire or by other casualty, Landlord shall not be obligated to restore the Premises and Lessee may terminate this Lease as provided by Statute or Ordinance.
- **16. DISHONOR:** In the event that Lessee's Rental payment is dishonored when negotiated by Lessor or Lessor's agents, Lessor shall have no obligation to redeposit same, and reserves the right to demand that all future Rental payments be made by money order or certified funds. Lessee shall pay lessor the sum of \$25.00 as additional Rent for any dishonored payment.
- 17. SURRENDER OF PREMISES AND RETURN OF POSSESSION: At the termination of this Lease, by lapse of time or otherwise, Lessee should yield up and surrender immediate possession to Lessor or Lessor's agent. If Lessee fails to vacate the Premises upon termination, Lessee shall pay a sum equal to double the amount of Rent herein set forth as liquidated damages for the time possession is withheld. If Lessee fails to vacate the Premises upon termination, then: (A) If Lessor files a statutory forcible entry and retainer 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 18(B), Lessee shall become a month-to-month, upon all terms and conditions contained herein. Lessee shall also compensate Lessor for any and all damages incurred by Lessor by virtue of Lessee's failure to vacate the said Premises in accordance with the terms of this Lease. The payment or acceptance of Rent after termination of this Lease, shall not extend this Lease.
- **18. EMINENT DOMAIN:** If the whole or a substantial portion of the Premises and/or Building is condemned by any competent authority for any public use or purpose, this Lease shall be terminated.
- **19. JOINT OBLIGATION:** The words "Lessor" and "Landlord", and "Lessee" and "Resident", 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.
- **20. LEGAL EXPENSES:** Lessee shall pay all costs, expenses and attorney's fees which shall be incurred or expended by Lessor due to Lessee's breach of the covenants and agreements of this Lease, to the extent provided for by law, Court rules, statute or Ordinance.
- 21. SMOKE DETECTORS: Lessee acknowledges that at the time of obtaining initial possession of the Premises, all smoke detectors required to be installed in the Premises have been installed and are in good working order. Lessee agrees to repair and maintain the smoke detector devices including replacement of the energy source when needed.
- **22. 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.
- **23. REMEDIES CUMULATIVE:** 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.
- **24. 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.
- **25. STORAGE:** Lessor shall not be obligated to provide Lessee storage. Lessor shall not be responsible for any loss or damage to Lessee's property which may be placed in or about the perimeter of the Building.

- 26. SUBORDINATION: Lessee will not do any act which shall encumber Lessor's title to the Premises, and if Lessee causes a lien to be placed on the title, or the 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 or master leases now, or hereafter, placed on the Premises.

  27. WARRANTY LIMITATIONS: Lessor makes no representations, guaranties, warranties or assurances that the communication systems, camera systems or key card systems, programs, procedures or devices presently, or in the future, in place in the Building, Parking Garage or Premises shall be effective to prevent injury to Lessee or any other person or damages to, or loss (by theft or otherwise) of, any of Lessee's property or the property of any other person. The parties hereto acknowledge and agree that the risk that any key card system, camera system or communication system may not be effective or may malfunction or be circumvented, is assumed by Lessee with respect to Lessee's property and interests.
- **28. 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 Lessor.
- 29. LIENS, SALES OR MASTER SUBLESSOR: Landlord may encumber this Lease, the Premises by mortgage(s) and any such mortgage(s) so given shall be a lien on the land and Buildings superior to the rights of Resident herein and Resident hereby subordinates its rights, title and interest in the Premises and any fixtures and equipments affixed thereto to the rights and interests of the holder of each such mortgage and its successors and assigns. Foreclosure of any mortgage shall not constitute a constructive eviction of Resident and Resident agrees to attorn to the purchaser at such foreclosure or sale as if this Lease was by and between Resident, as tenant, and such purchaser, as landlord. Any sale of the Premise or any part thereof shall not affect this Lease or any of the obligations of Resident hereunder, but upon such sale, Landlord, as the prior owner of the Premise, and the property manager of the Premise ("Manager"), shall be released from all obligations hereunder and Resident shall look solely to the new owner of the Premise and its property manager for the performance of the duties of "Landlord" and "Manager" hereunder from and after the date of such sale. Landlord may assign this Lease to a master sublessor ("Sublessor") at any time, without Resident's consent and in Landlord's sole and absolute discretion, and Resident hereby consents to such assignment. Upon such assignment, Resident agrees to attorn to such Sublessor as if this Lease was by and between Resident, as tenant, and such Sublessor, as landlord. If a potential purchaser, Sublessor or lender requests information regarding Resident's rental history, Landlord is authorized to provide it. Resident's rental history may include, but is not limited to, Resident's payment record, conduct, or the conduct of guests. Resident shall look solely to the estate and property of Landlord in the land and building improvements comprising the Premise for the collection of any judgment, or in connection with any other judicial process, requiring the payment of money by Landlord in the event of any default by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and performed by Landlord, and no other property or estates of Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of Resident's remedies and rights under this Lease.
- **30. NO SECURITY SERVICES:** Landlord shall not provide nor does Landlord have any duty to provide for Resident, security services for the protection of Resident or Resident's property. Resident hereby acknowledges that Resident understands the foregoing, and Resident shall look solely to the law enforcement agencies of the county or municipality in which the Premises is located for Resident's protection. It is agreed and understood that Landlord shall not be liable to Resident for any damages, injuries or wrongs sustained by other persons, or property of same for criminal or wrongful acts of Landlord, its representative(s), agent(s), employee(s), or any other person(s) or entity(ies) that may cause harm to Resident resulting from a tortious, criminal or wrongful act by same. In the event that Landlord elects to hire a security service to patrol and/or monitor the Premise and common areas, it is understood and agreed that said services are provided exclusively for the protection of the Landlord's property and in no way whatsoever shall it be intended or construed as a waiver by Landlord of the foregoing, nor in any way whatsoever shall it be construed as creating a duty of Landlord to protect Resident.
- 31. SECURITY DEPOSIT: A Security Deposit in the amount of \$3450.00 shall be required by the tenant at the execution of this Lease to the Landlord for the faithful performance of all the terms and conditions. The Security Deposit is to be returned to the tenant within 30 days after this Lease has terminated, less any damage charges.

  32. TERMINATION: (a) Duties Upon Termination: Upon the termination of this Lease, Resident shall (i) remove from the Premises all of Resident's personal property and all rubbish, garbage, and other waste; (ii) return to Landlord any and all personal property received from Landlord; (iii) vacate the Premises and surrender them to Landlord free of all occupants and as clean and sanitary and in as good working order, condition, and repair as when received by Resident, ordinary wear and tear excepted; (iv) return the keys to Landlord; and (v) allow Landlord to inspect the Premises in Resident's presence to verify the condition of the Premises and its contents. It is agreed that

all dirt, holes, tears, burns, or stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the Premises do not constitute reasonable wear and tear. The Premises shall be considered vacated only after all areas, including storage areas, are clear of Resident's belongings and keys and other property furnished for Resident's use are returned to Landlord. Resident acknowledges that giving notice of the termination of this Lease without turning in keys after moving out or otherwise notifying Landlord that Resident actually has moved out is insufficient to restore possession of the Premises to Landlord. If Resident shall continue to occupy or possess the Premises after such expiration or termination without the written consent of Landlord, Resident shall be conclusively deemed to be a holdover tenant of Landlord. All the terms, covenants and conditions of this Lease shall apply to this tenancy except those terms, covenants and conditions pertaining to the Term, and except that the Monthly Rental Rate shall be immediately adjusted upward upon the expiration or termination of the Term to equal two hundred percent (200%) of the Monthly Rental Rate for the Premises in effect under this Lease during the month which includes the day immediately prior to the date of the expiration or termination of this Lease. In the event that Resident fails to surrender the Premises upon such termination or expiration of the Term, then Resident shall, in addition to the obligation to pay the above referenced increase in Monthly Rental Rate, defend, indemnify and hold Landlord harmless against all loss or liability resulting from or arising out of Resident's failure to surrender the Premises, including, but not limited to, any actual and reasonable amounts required to be paid to any tenant or prospective tenant who was to have occupied the Premises after said termination or expiration of the Term and any related attorneys' fees, costs and brokerage commissions, to the extent provided for by law, court rules, statute, or ordinance. (b) Early Termination: Landlord may terminate this Lease following any breach by Resident or as otherwise permitted by law. Prior to terminating this Lease under this section, Landlord shall give any notice of termination required by law. The damages that Landlord may recover include the worth at the time of award of the amount by which the unpaid rent for the balance of the term exceeds the amount of the rental loss for the same period that Resident proves could be reasonably avoided.

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Resident Signature Resident Signature Resident Signature Resident Signature

# **Lease Addendum for Utility Fee Allocation and Billing**

- 1. The monthly utility fee includes costs for usage of water, trash disposal, sewage, gas, and heat.
- 2. The rent amount agreed upon under the terms of this Lease does not include a monthly utility fee. Instead, by this agreement, you agree to the utility fee indicated on the first page of the Lease.
- 3. All amounts billed under this agreement shall be deemed Additional Rent. Failure to pay this monthly fee shall constitute a default under the terms of this Lease.
- 4. Utility fee does not include monthly billing for electric usage. The electricity for each unit is individually metered and will be billed separately by Commonwealth Edison (ComEd) on a monthly basis. You must contact ComEd at 800.334.7661 or online at www.comed.com to establish service prior to your move. Resident must maintain electric service in his or her name until the lease expiration date.

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Resident Signature	Resident Signature	Resident Signature	Resident Signature

Authorized Management Agent Signature

## **Rules and Regulations**

- 1. No dogs or cats shall be kept or allowed in the Premises except with Lessor's prior consent and subject to the conditions set forth in any such consent.
- 2. No additional locks or other similar devices shall be attached to any door without Lessor's written consent.
- 3. Lessee shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the premises any inflammable fluids or materials which may be hazardous to life or property.
- 4. Lessee shall not remove the smoke detector cover under any circumstance.
- 5. Lessee shall only cook in the kitchen. Lessee shall not leave food cooking on the Premises unattended.
- 6. 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.
- 7. 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.
- 8. Lessee shall not place, erect or install any signs or advertisements on the windows, nor on any part of the Building or Premises.
- 9. Lessee shall dispose of all garbage and refuse in the trash chute in securely tied bags.
- 10. Waterbeds are not permitted in the Premises under any circumstances.
- 11. Lessee shall not interfere in any manner with the heating or lighting or other fixtures in the Premise nor run extension cords or electrical appliances in violation of the Building Code.
- 12. Lessee shall not solicit, canvass nor conduct any door-to-door activities on the Premises and/or Building.
- 13. Lessee must use strainers in all sinks and drains to prevent clogs, rinse dishes free of food particles before placing them in the dishwasher, and notify management of any pre-existing clogs within seven (7) days of move-in; thereafter, Lessee shall bear all responsibility and costs for remedying any clogs.
- 13. Right of Access to Show Apartments to Prospective Tenants and Purchasers: Lessor shall have the right to show the Premises to all prospective tenants and purchasers, and any of Lessor's other invitees, in accordance with local statutes and/or ordinances. Lessee shall not interfere with Lessor's efforts to lease the Premises or sell the property, and Lessee shall be liable for any damages caused by breach of this provision.
- 14. Lessor has the right to bar individuals from the Premises. Lessee must inform Lessee's guests of all lease provisions regarding use of the Premises and all rules and regulations. If these provisions are violated by Lessee's guests, they may be barred and/or arrested for criminal trespassing.

15. If Lessee vacates the Premises prior to the Lease expiration without benefit of an approved sublet or lease cancellation agreement, the Premises will be placed on the market when vacant and the Premises' keys are returned. Lessee will be responsible for monthly and other Rent until the Lease expires or a new resident takes possession of the Premises. Lessor shall accept a reasonable sublease as provided by Ordinance.

16. Lessee shall not open windows or balcony doors during inclement weather, including high winds and/or cold temperatures. Lessee understands and agrees that they will comply with any request for removal of personalty that Lessor determines in its sole discretion is a threat to the health and or safety of any Building resident or the public.

Resident Signature Resident Signature Resident Signature Resident Signature

# **AMOUNT (\$) DUE AT SIGNING**

**Security Deposit: \$3450.00** 

First (1st) Month's Rent: \$3450.00 + \$150.00 (utilities) + \$350 (move-in administrative fee) = \$3,950

**Total: \$7,400**