

# RESIDENTIAL LEASE

## UNFURNISHED

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT	SECURITY DEPOSIT
	BEGINNING	ENDING		
June 8, 2013	August 1, 2013	July 31, 2014	\$1300	\$1300

### LESSEE

NAME(S) • Alissa Baranski and Sarah Conway

AND ADDRESSES  
(OTHER THAN PREMISES)

ADDRESS  
OF

PREMISES • 1615 E. Central Rd., #310B, Arlington Heights IL 60005

### LESSOR

NAME • Liz Sinard

ADDRESS • 126N. Jefferson suite 250  
Milwaukee WI (as of August 1)

In consideration of the mutual covenants and agreements herein stated, Lessor hereby Leases to Lessee and Lessee hereby Leases from Lessor for use solely by named Lessee for lawful single-family residential use only, the residence designated above (the "Premises"), for the above Term. "Lessee" refers to both Alissa Baranski and Sarah Conway and each of them is jointly and severally liable for the performance of this Lease.

### LEASE COVENANTS AND AGREEMENTS

1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above in the box designated "MONTHLY RENT", plus any additional rent due hereunder, monthly in advance, until termination of this Lease, at the Lessor's address stated above or such other address as Lessor may designate in writing. The first payment for monthly rent and additional rent is due upon execution hereof, and subsequent monthly rent payments are due on the 1<sup>st</sup> day of each succeeding month.

2. Lessee has deposited with Lessor the Security Deposit stated above, upon signature of this Lease, for the performance of all covenants and agreements of Lessee hereunder. Lessor has no duty to deposit the security deposit into a separate account. Lessor may apply all or any portion thereof in payment of any amounts due Lessor from Lessee, and upon Lessor's demand Lessee shall in such case during the term of the Lease promptly deposit with Lessor such additional amounts as may then be required to bring the Security Deposit up to the full amount stated above. Upon termination of the Lease and full performance of all matters and payment of all amounts due by Lessee, so much of the Security Deposit as remains unapplied shall be returned to Lessee. This deposit does not bear interest unless and except as required by law. Where all or a portion of the Security Deposit is applied by Lessor as compensation for property damage, Lessor when and as required by law shall provide to Lessee an itemized statement of such damage and of the estimated or actual cost of repairing same. If Lessor utilizes its own labor to repair any damage caused by the Lessee, the Lessor may include the reasonable cost of its labor to repair such damage. If the Premises is sold or otherwise transferred, Lessor may transfer or assign the Security Deposit to the purchaser or transferee of the Premises, who shall thereupon be liable to Lessee for all of Lessor's obligations hereunder, and Lessee shall look thereafter solely to such purchaser or transferee for return of the Security Deposit and for other matters (including any interest or accounting) relating thereto. Lessee may not apply the Security Deposit to all or any portion of rent or other charges hereunder. Prior to vacating, Lessee shall properly clean the Premises to the condition it was in before Lessee moved in. If it is not in move-in condition and ready for a new tenant, the cost of cleaning will be deducted from the Security Deposit. Costs to repair floors, carpeting, walls, doors, light fixtures, appliances, and other fixtures and property that were damaged by Lessee (ordinary wear and tear excepted) will also be deducted from the Security Deposit.

3. Lessee has examined and knows the condition of Premises and accepts the same in its "as-is" condition, and except as provided below in this Paragraph 3, no representations as to the condition or repair thereof have been made by Lessor or its agent prior to, or at the execution of this Lease, that are not expressly contained in this Lease; and upon the termination of this Lease in any way, Lessee will immediately yield up Premises to Lessor in as good condition as when the same were entered upon by Lessee, ordinary wear and tear only excepted, and shall make all such repairs to comply with such requirement and shall then return all keys and garage door openers to Lessor. Lessee agrees and acknowledges that any damage caused by any pet of Lessee is not ordinary wear and tear, and that Lessee is

responsible for the cost of repair for all such damage. Notwithstanding the foregoing, Lessor has agreed to paint the dining room and both bedrooms prior to Lessee's occupancy on August 1.

4. Lessor shall not be liable for any damage or personal injury occasioned by failure to keep Premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or sewerage, or the bursting, leaking or running of any cistern, tank, wash-stand, water-closet, or waste-pipe in, above, upon or about the Premises, nor for damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door or otherwise, nor for damages to Lessee or others claiming through Lessee for any loss or damage of or to property wherever located in or about the Premises, nor for any damage arising from acts or neglect of co-tenants or visitors of the Premises, or of any owners, occupants or visitors of adjacent or contiguous property.

5. Lessee will not allow Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than as a single family residence nor to be occupied in whole or in part by any persons other than the named Lessee(s), and their immediate family, and will not sublet the same, nor any part thereof, nor assign or otherwise transfer any interest in this Lease, without in each case the written consent of the Lessor first had, and will not permit any transfer, by operation of law, of the interest in Premises acquired through this Lease, and will not permit any lien to be filed against the Premises or permit the Premises to be used for any unlawful purpose or engage in any activity that will injure the reputation of the same or disturb the neighborhood.

6. Lessee will keep the Premises and all appurtenances thereto in good, sanitary and safe condition and maintain and repair the Premises and the fixtures therein, and will commit and suffer no waste therein; no changes or alterations of the Premises shall be made, nor partitions erected, nor walls papered or painted nor locks on doors installed or changed, without the consent in writing of Lessor. Lessee will make all repairs required to the walls, windows, glass, ceilings, paint, plastering, plumbing work, pipes and fixtures, appliances and all other aspects of the Premises that are not the responsibility of the homeowners association, whenever damage or injury to the same shall have resulted from misuse or neglect or ordinary wear and tear, up to a limit of \$200. Lessor will pay for all repairs to the Premises that are not caused by the acts or negligence of Lessee, in amounts in excess of \$200. No furniture filled or to be filled wholly or partially with liquids shall be placed in the Premises without the consent in writing of Lessor; the Premises shall not be used for any commercial purpose. Lessee shall not interfere with the heating apparatus, or with the lights, electricity, gas, water or other utilities of the Premises, and shall arrange for yearly maintenance and cleaning of the heating and air conditioning systems. Lessee and those occupying under Lessee shall comply with and conform to all reasonable rules and regulations that Lessor or Lessor's agent may make for the protection of the Premises or the general welfare and the comfort of the occupants thereof and shall also comply with and conform to all applicable laws and governmental rules and regulations affecting the Premises and the use and occupancy thereof, including without limitation, homeowners association rules and regulations and any zoning regulations.

7. Lessee grants Lessor free access to the Premises at all reasonable hours for the purpose of examining the same or to make any needful repairs which Lessor may deem fit to make for the benefit of or related to any part of the Premises. Lessee also hereby grants permission to Lessor to show, and to new rental applicants to inspect, the Premises at reasonable hours of the day, within six (6) months of the expiration of the term of this Lease. Lessee will allow Lessor to have placed upon the Premises, at all time, notice of "For Sale" and "To Rent" and will not interfere with the same. Lessee shall give Lessor notice of its willingness to be considered for an extension of this Lease no later than ninety (90) days before the end of the term hereof. Such notice will in no event obligate the Lessor to any extension of this Lease.

8. If the Lessee retains possession of the Premises or any part thereof after the termination of the term hereof by lapse of time or otherwise, then the Lessor may at Lessor's option within thirty (30) days after the termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this Lease for one year, at double the rental specified in Section 1 hereof, (b) creation of a month-to-month tenancy, upon the terms of this Lease except at double the monthly rental specified under Section 1 or (c) creation of a tenancy at sufferance, at a rental of \$93.34 per day for the time Lessee remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created, and in such case if specific per diem rental shall not have been inserted herein at (c), such per diem rental shall be one-fifteenth (1/15<sup>th</sup>) of the monthly rental specified under Section 1 of this Lease. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee.

9. Lessor will supply hot and cold water to the Premises for the use of Lessee at all faucets and fixtures provided by Lessor therefor. Lessor will also supply heat, by means of the heating system and fixtures provided by Lessor, in reasonable amounts and at reasonable hours, when necessary, from October 1 to April 30, or otherwise as required by applicable municipal ordinance. Lessor shall not be liable or responsible to Lessee for failure to furnish water or heat when such failure shall result from causes beyond Lessor's control, nor during periods when the water and heating systems in the Premises or any portion thereof are under repair. Lessee shall pay all utility costs for the supply of the hot and cold water and heat as stated in this paragraph 9.

10. If default be made in the payment of the above rent, including without limitation any other charges due hereunder which are deemed additional rent, or any part thereof, or in any of the covenants herein contained to be kept by

the Lessee or Lessee becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors; or the commencement of any proceeding by or against Lessee or any guarantor alleging that such Lessee or any guarantor is insolvent or unable to pay debts as they mature; or Lessee or any guarantor making any preferential payment or fraudulent transfer pursuant to state law, the U.S. Bankruptcy Code, or other applicable law; or the appointment of a receiver, liquidator or trustee of any Lessee or any guarantor or of their property; or the filing of any petition for the bankruptcy, reorganization or arrangement of Lessee or any guarantor, pursuant to the U.S. Bankruptcy Code or any similar statute; or the adjudication of Lessee or any guarantor as bankrupt or insolvent; or Lessee vacating abandoning or deserting the Premises, or the failure of Lessee to occupy the Premises for more than three (3) consecutive days, the following remedies shall apply: (a) Lessor may terminate this Lease without notice to Lessee and, at such termination, Lessee must peacefully surrender the Premises to Lessor. Lessor may reenter the Premises and legally repossess them with process, summary proceedings, ejectment or other court procedure and may dispossess Lessee and all other persons and property from the Premises and may have, hold and enjoy the Premises and the right to receive all rental income from the Premises. At any time after any termination, Lessor may relet the Premises or any part of the Premises, in the name of Lessor or otherwise, for such term (which may be greater or less than the Lease term) and on such conditions (which may include concessions for free rent) as Lessor, in its reasonable discretion, may determine based on market conditions in the vicinity of the Premises for similar space then prevailing, and may collect and receive the rent for such reletting. Lessor is not responsible or liable for any failure to relet the Premises or any part of the Premises, or for any failure to collect any rent due on any such reletting. No termination of this Lease will relieve Lessee of its liability and obligations under this Lease, and all liability and obligations will survive any termination, whether or not the Premises or any part of the premises is relet. Lessee must pay to Lessor the rent and additional rent required under this Lease to be paid by Lessee up to the time of such termination, and then Lessee, until the end of what would have been the term of this Lease in the absence of such expiration, will be liable to Lessor for and must pay to Lessor on the days on which the rent and additional rent would have been payable under this Lease if it were still in effect. The payments will be liquidated and agreed final damages for Lessor's default, the equivalent of the amount of rent and additional rent which would be payable under this Lease if the Lease were still in effect, less the net proceeds of any reletting effected as set out above. If any, after deducting all Lessor's expenses in connection with such reletting including, but not limited to, all repossession costs, commissions, legal expenses, attorney's fees, all other costs, and expenses of preparation for such reletting. (b) Lessor may exercise any and all other rights and remedies granted or allowed Lessor by any existing or future statute, or other law of the state of Illinois, in cases where a Lessor seeks to enforce rights arising under a Lease agreement against a Lessee who has defaulted or otherwise breached the terms of such Lease agreement. However, the Lessor's rights and remedies are subject to the rights, if any, granted or created by any such statute, or other law of this state existing for the protection and benefit of Lessee. (c) Lessee agrees that if this Lease is terminated (either because of any default during the original term of this Lease or any renewal or extension of the Lease or when the term of this Lease or any extension expires) then Lessor may cause judgment to be entered against Lessee for possession of the Premises and all amounts due hereunder and agrees that Lessor may file an action pursuant to Illinois law for possession of real property and all amounts due hereunder. Lessor has the right on any subsequent default(s), or on the termination of this Lease, to file a successor action for possession of real property and all amounts due hereunder. (d) The right to obtain judgment against Lessee and to enforce all of the other provisions of this Lease may, at the option of any assignee of this Lease, be exercised by any assignee of the Lessor's right, title and interest in this Lease in his, her, its or their own name, any statute, rule or court custom or practice to the contrary. (e) All of the remedies given in this Lease to Lessor and all rights and remedies to the grantor by law and equity, will be cumulative and concurrent. The exercise or use of any one or more thereof shall not bar Lessee from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall it preclude recovery of any right or remedy by Lessor waive any other right or remedy. No termination of this Lease or the taking or obtaining of possession of the Premises, will deprive Lessor of any of its remedies or actions against Lessee for rent or other charges then due, or which under the terms of this Lease would in the future have become due. If there has been a termination, and still the bringing of any action for rent or breach of covenant, or the resort to any other remedy provided in this Lease for the recovery of rent, be construed as a waiver of the right to obtain possession of the Premises and all amounts due hereunder.

11. Lessee's obligation to pay rent is not subject to the termination of such term or any other covenant of this Lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.

12. It is further agreed by the parties hereto, that after the expiration or termination of this Lease or after a judgment for possession of the Premises, Lessor may repossess and relet the Premises and the payment of said rent shall not waive or affect and not bar said suit or said judgment.

13. Lessee will pay and discharge all costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this Lease.

14. In case the Premises shall be abandoned or vacated during the term of this Lease by fire or other casualty, Lessor's option may terminate the Lease or relet the Premises with or without notice to the tenant. If Lessor wants to relet, this Lease shall remain in effect provided such repairs are completed within said time. If Lessor does not have

repairs the Premises within a reasonable time at the end of such time and herein being created shall terminate. If this Lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or other casualty.

3. This lease is to be bound on all mortgages which may now or hereafter affect the real property of which Premises form a part.

4. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in lease with them or by their authorized third party to this lease, and all such persons shall be jointly and severally liable for all terms of this lease and all the covenants and agreements herein contained shall be binding upon, and incident to, their respective successors, heirs, executors, administrators and assigns and be exercised by his or their attorney or agent.

5. Whenever possible each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law and if any provision of this Lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Lease.

6. Lessee shall provide and maintain fire insurance at its cost. Renters Insurance.

7. Lessee will be responsible for all snow removal and lawn and landscape care for the Premises that is not undertaken by the Homeowners Association.

8. Lessee will keep dogs, cats or other animals or pets in or about the Premises and will not permit the Premises to remain vacant or unoccupied for more than seven consecutive days. No smoking is permitted in the Premises. Lessee is responsible for any and all damage caused by its pet.

9. The reasonable consumption, except in customary quantities for ordinary household use, shall be allowed or used on the Premises without the written permission of Lessor.

10. Lessee shall pay for the following utilities: (a) Such utilities, if paid by Lessor, shall at its deemed additional rent and shall be due in addition to all other charges assessed by the Lessor or by the utility provider(s).

11. If Lessor shall be unable to deliver possession of the Premises on the commencement date, Lessor shall not be subject to any liability for its failure to give possession on said date, nor shall the validity of this Lease or the obligations of Lessee hereunder be in any way affected. Under such circumstances, unless the delay is the fault of Lessee, rent and other charges hereunder shall not commence until the date possession of the Premises is given.

12. Lessee shall indemnify and save Lessor harmless from and against, and shall reimburse Lessor for all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses including, but not limited to reasonable attorney's fees, which may be imposed upon or incurred or paid by or asserted against Lessor by reason of or in connection with this lease, the Premises, or any act or omission on the part of Lessee, any accident, injury, death or damage to any person or property occurring in, on or about the Premises that is caused by Lessee, and any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

13. None of the covenants, terms or conditions of this Lease, to be kept and performed by either party, shall in any manner be altered, waived, modified, changed or abandoned, except by written instrument duly signed and delivered by the other party.

14. To the fullest extent permitted by law, Lessor and Lessee waive their respective rights to trial by jury in any action or proceeding arising out of or pursuant to this lease, the breach of any provision hereof or the relationship of Lessor and Lessee.

15. No payment by Lessee or receipt by Lessor of a lesser amount than any installment or payment of "Monthly Rent" due shall be deemed to be other than on account of the amount due. No endorsement or statement on any check or any letter accompanying any check or payment of "Monthly Rent" shall be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such installment or payment of "Monthly Rent" or pursue any other remedies available to Lessor.

16. This document shall become effective and binding only upon the execution and delivery hereof by Lessor and by Lessee. This Lease contains the entire agreement between Lessor and Lessee concerning the subject matter hereof and there are no other agreements, either oral or written.

17. Lessee agrees that neither this Lease nor any notice or memorandum of this Lease will be recorded in the public records.

18. Lessor may, but shall have no obligation, to perform any unperformed obligation or take any other action required of Lessee hereunder and, in such event, Lessee shall pay as additional rent any cost or expense incurred by Lessor in taking such actions.

19. The term "Lessor" refers only to the owner for the time being of the Lessor's interest in the land or the Premises. Lessor is relieved of all covenants and obligations of the Lessor under this Lease after the date of transfer of Lessor's interest in the land or the Premises. The transferee is deemed to have assumed and agreed to carry out any and all covenants and obligations of Lessor under this Lease during such time as the transferee will own or hold Lessor's interest in the Premises. The Lessor, in any such transfer, must notify such transferee of its obligations under this



paragraph. The liability of Lessor under this Lease is limited to Lessor's interest in the Premises, and no other asset of Lessor will be affected because of any liability which Lessor may have to Lessee or to any other person because of this Lease, the execution of this Lease or Lessor's interest in the Premises. In case of any liability of Lessor to Lessee or anyone claiming by or through Lessee, such liability is not the personal obligation of Lessor but will be an obligation that may be recovered only out of the Premises Leased under this Lease. This paragraph does not encumber or grant any rights in the Premises to Lessee.

32. Lessee's failure to pay rent, additional rent, or any other Lease costs when due under this Lease may cause Landlord to incur unanticipated costs. The exact amount of such costs is impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and other charges that may be imposed on Lessor. Therefore, if Lessor does not receive the rent, additional rent, or any other Lease costs in full on or before the fourth day after it becomes due, Lessee shall pay Lessor a late charge, which shall constitute liquidated damages and not a penalty, equal to \$130.00 for monthly rent and \$130.00 for any other charge (collectively "late charge"), which shall be paid to Lessor together with such rent, additional rent, or other Lease costs in arrears. The parties agree that such late charge represents a fair and reasonable estimate of the cost Lessor will incur by reason of such late payment. For each Lessee payment check to Lessor that is returned by a bank for any reason, Lessee shall pay both a late charge (if applicable) and such amount as shall be customarily charged by Lessor's bank at the time. All late charges and any returned check charge shall then become additional rent and shall be due and payable immediately along with such other rent, additional rent or other Lease costs then in arrears. Money paid by Lessee to Lessor shall be applied to Lessee's account in the following order: (i) to any unpaid additional rent, including, without limitation, late charges, returned check charges, legal fees and/or court costs legally chargeable to Lessee; and then (ii) to unpaid rent. Nothing herein contained shall be construed so as to compel Lessor to accept any payment of rent, additional rent, or other Lease costs in arrears or late charge or returned check charge should Lessor elect to apply its rights and remedies available under this Lease or at law or equity in the event of default hereunder by Lessee. Lessor's acceptance of rent, additional rent, or other Lease costs in arrears or late charge or returned check charge pursuant to this clause shall not constitute a waiver of Lessor's rights and remedies available under this Lease or at law or equity.

33. Lessee hereby acknowledges that the Premises is a Condominium Unit or Townhouse as defined in the Illinois Condominium Property Act (the "Act") and is governed by an Association and is subject to the provisions of the Act as well as all terms and provisions of the Declaration of Condominium Ownership, By-Laws, Rules and Regulations and other condominium instruments (the "Condominium Documents"). The Lessee hereby acknowledges receipt of the Condominium Documents and agrees and covenants to be bound by and to comply in all respects with all provisions and requirements of the Act as well as all terms and provisions of the Condominium Documents. Lessor shall be responsible for paying regular monthly assessments. Lessee shall be responsible for paying any special assessments, fees or charges caused by the acts or omissions of Lessee or damages by Lessee.

4. All notices or demands given or required to be given hereunder shall be in writing and given by personal delivery or by U.S. mail to Lessor at the address stated hereinabove and to Lessee at the Premises.

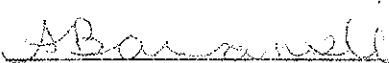
WITNESS the hands and seals of the parties hereto, on the Date of Lease stated above.

LESSEES:

Alison Baranski

LESSOR:

Mr. Sinard



Sarah Conway

