

## CONDOMINIUM LEASE AGREEMENT

DATE	TERM	MONTHLY RENT	SECURITY DEPOSIT

TENANT: \_\_\_\_\_  
 ADDRESS OF PREMISES: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

LANDLORD: The Dana Point Condominiums  
 1519 E. Central Road  
 Arlington Heights, IL 60005

In consideration of the mutual covenants, promises and agreements herein contained, Landlord hereby rents to Tenant and Tenant hereby leases from Landlord for private dwelling, the condominium unit ("Premises") known and designated as \_\_\_\_\_, Unit No: \_\_\_\_\_, being a unit in The Dana Point Condominium Association, located in Arlington Heights, Illinois, together with parking space no. \_\_\_ ("Premises"), for a term of one year commencing on the \_\_\_ day of \_\_\_\_\_, 2 \_\_\_ and fully ending at midnight on \_\_\_\_\_ day of \_\_\_\_\_ ("Lease Term") for occupancy by no more than \_\_\_ persons.

Tenant accepts and agrees to pay the above specified rent for the Premises without setoff, deduction or reduction, in advance promptly on the first date of each month in the term. If the term begins or ends on a date other than the first or last day of the month, rent shall be paid at the current rate for the fraction of such month. Unpaid rent shall bear interest at a rate of 15% per annum or the highest legal rate of interest, whichever is lower, from the date due until paid, provided, however, that such amount shall in no event exceed the maximum amount permitted by law. Tenant shall pay to Landlord, monthly in advance without demand, as rent for the Premises the sum stated above at Lessor's address stated above or such other address as Lessor may designate in writing. Time of such payment is of the essence of agreement. Any rent not received by the fifteenth (15<sup>th</sup>) day of the month shall incur a late payment penalty of \$25.00.

The first monthly installment of basic rent shall be paid upon execution of this Lease and the remaining installments shall be paid in advance on the first day of each month during the Lease Term, at the place designated by Landlord. For any portion of the calendar month included at the beginning of the Lease Term, Tenant shall also pay upon execution of this Lease the prorated portion of the basic rent for such month. For any portion of a calendar month included at the end of the Lease Term, Tenant shall pay with his last full month's rent the prorated portion of the basic rent for such month.

### THE PARTIES DO HEREBY AGREE AND COVENANT AS FOLLOWS:

**1. TENANT'S REPRESENTATIONS AND POSSESSION.** Tenant represents and warrants that the statements made on Tenant's signed application, which application is hereby incorporated by reference, are material representations which Tenant acknowledges have been relied upon by Landlord, the falsity of which, in whole or in part, shall constitute a breach of this Lease entitling Landlord at his option, to terminate the Lease and repossess the Premises from the existing tenant, if any, by the commencement date hereof, and if Landlord is unable to deliver possession of the Premises to Tenant at the commencement date for any reason, Tenant's right of possession shall be postponed without any liability on the part of Landlord to Tenant for such postponement, until such time when the Premises shall be in suitable physical condition for occupancy, or until such time when Landlord is able legally to deliver possession.

**2. SERVICES.** Tenant shall be entitled to the following services if and to the same extent provided to other residents in the building ("Building") of which the Premises forms a Part:

- a) Janitorial Service in and about the Building, but not within the Premises.
- b) Heat, if heat is under the control of Landlord, between September 15 and the ensuing June 1 whenever heat shall be required for comfortable occupation and use of the Premises as provided by City Ordinance. Tenant shall maintain the temperature of the Premises about 50 degrees at all times.

- c) Hot water and cold water for ordinary residential purposes, drawn through the fixtures installed by Landlord or by Tenant with Landlord's prior written consent.
- d) Elevator Service if the Building is elevator-equipped.
- e) Electricity and gas, if gas connected to the Premises, for ordinary residential uses. Unless otherwise agreed in writing by Landlord, Tenant will pay directly to the utility companies for all electric and gas consumed in the Premises including the electricity and gas used in the heating and air conditioning of the Premises.

Landlord does not warrant the quality or adequacy of water supply, gas, electricity, refrigeration, air conditioning, janitorial services, or elevator services, and does not warrant that any of the services above mentioned will be free from interruption caused by repairs, renewals, improvements, alterations, strikes, lockouts, accidents, inability to obtain fuel or supplies, or other causes beyond the reasonable control of Landlord. Any such interruption of service never be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease.

**3. CONDITION OF PREMISES.** Tenant has examined the Premises before signing this Lease and is satisfied with the condition thereof, excepting only such alterations, improvements, repairs, decorating and cleaning, if any, which are specifically provided herein. Tenant's taking possession shall be conclusive evidence as against Tenant that the Premises, including without limitation, heating, plumbing and smoke detector(s), were in good working order and satisfactory condition when Tenant took possession hereunder. No promise of Landlord to alter, remodel, repair, decorate, or clean the Premises or any part thereof, and no representation respecting the condition of the Premises or the Building, have been made by landlord to Tenant, unless the same is contained herein or made a part of hereof. At the termination of this Lease by lapse of time or otherwise, Tenant shall return the Premises and all equipment and fixtures therein in as good condition as when Tenant took possession, ordinary wear and tear excepted, failing which Landlord may restore the Premises, equipment and fixtures to such condition and Tenant shall pay the cost thereof upon request. Tenant may remove any floor covering paid for and installed by Tenant with Landlord's prior written permission provided (a) Tenant also removes all nails, tacks, paper, glue, bases, and other vestiges of the floor covering and restores the floor surface to the condition existing before such floor covering was installed, or (b) Tenant pays to Landlord, upon request, the cost of restoring the floor surface to such condition. If Tenant does not remove Tenant's floor covering, radiator covers, window blinds, and other Tenant's other like equipment from the Premises by the end of the Term, Tenant shall conclusively presumed to have abandoned the same and Tenant's title thereto shall pass under this Lease as a bill of sale to Landlord without payment or credit by Landlord to Tenant therefor.

**4. SECURITY DEPOSIT.** Tenant shall deposit with Landlord upon the execution of this Lease the sum of \$\_\_\_\_\_ to be held by Landlord as a security deposit ("Security Deposit"), to insure the full and faithful performance by Tenant of each and every term, provision, covenant and condition of this Lease. At the termination of the tenancy hereunder, for whatever cause, and the full performance of all obligations as provided herein and payment of all sums due to Landlord, so much of the security deposit as remains unapplied shall be returned to Tenant, including interest, if any, as required by law. Landlord may use, apply or retain all or any portion of the Security Deposit for any obligation of Tenant arising under the terms of this Lease or as liquidated damages for Tenant's premature termination of the Lease Term; provided, however, that in any such event Landlord may seek redress against Tenant for any damages suffered by Landlord in excess of the Security Deposit. The Security Deposit or any portion not so used, applied or retained shall be refunded to Tenant within forty-five (45) days after termination of the tenancy and delivery of possession of the Premises to Landlord with interest, if any, required by law. Tenant shall not utilize the Security Deposit as rent, or require Landlord to indemnify itself by resort to the Security Deposit with respect to any violation or default by Tenant. In the event that any part of the Security Deposit shall have been utilized by Landlord in accordance with the terms hereof or applicable law, Tenant shall upon demand immediately deposit with Landlord a sum equal to the amount so applied by Landlord so Landlord shall have the full Security Deposit on hand at all times during the Lease Term, including any extension, renewal or holdover term. In the event of the sale, transfer or assignment by Landlord of its interest in the Security Deposit to the transferee whereupon Landlord shall be release from all liability for the return of the Security Deposit and Tenant shall look solely to the new Landlord for the return of the Security Deposit. In the event of any permitted assignment or sublease of this Lease by Tenant the Security Deposit shall be deemed to be held by Landlord as a deposit made by Tenant's assignee or

sublessee and Landlord shall have no further liability to return such Security Deposit to the assignor or sublessor.

**5. PERSONAL PROPERTY; LANDLORD'S LIABILITY.**

(a) All personal property located or stored in the Premises shall be kept and stored at Tenant's sole risk and Tenant shall indemnify and hold harmless Landlord from and against any loss or damage to such property arising out of any cause whatsoever. Landlord shall not be liable except in the case of Landlord's direct negligence or willful misconduct, for any injury, damage or loss resulting from any accident or occurrence in or upon the Premises sustained by Tenant or any person claiming through Tenant.

(b) Landlord shall not be liable for any damages sustained by Tenant or anyone claiming through Tenant resulting from the action or inaction of the unit owners association, the management agent or any of the agents or employees, whether negligent or otherwise, or for the failure of any of them to provide heat, electricity, water, sewer or other services. Landlord agrees to use its best efforts to obtain from the unit owners association on behalf of Tenant, upon request, all services to which Landlord is entitled as owner of the unit.

**6. COMPLIANCE WITH CONDOMINIUM INSTRUMENTS.** Tenant acknowledges that the Premises is part of a condominium unit, and therefore Tenant's right to use and occupy the Premises shall be subject and subordinate in all respects to the provisions of the Declaration of Condominium and By-Laws ("Condominium Instruments") and to such other rules and regulations as the Board of Managers of the unit owners association may from time to time promulgate ("Rules and Regulations"). Failure to comply with the provisions of the Condominium Instruments or the Rules and Regulations shall constitute a material breach of this Lease. This Lease grants Tenant a leasehold estate in the Premises for the Lease Term specified together with a license granting Tenant, for such Lease Term, Landlord's rights to use the common elements and common facilities of the Condominium (excluding without limitation membership rights in the unit owners association), provided that Tenant and Tenant's family, permittees, licensees, employees and agents exercise such license in accordance with the provisions of the Condominium Instruments and Rules and Regulations. Tenant shall indemnify and hold harmless Landlord from and against any damages, direct or indirect, incurred by Landlord as a result of the noncompliance by any of the aforesaid persons with the provisions of any of the Condominium Instruments, Rules and Regulations, or any other covenant of this Lease.

**7. MAINTENANCE.** Tenant shall, at the Tenant's own expense and under the supervision of the Landlord, keep the Premises, including the walls, wall coverings, flooring, flooring coverings, windows and window coverings, doors, paint, plaster, plumbing, cabinetry, ceilings, woodwork, light fixtures, hardware, glass, kitchen range, refrigerator, disposal, dishwasher, heating, air conditioning and ventilation appliances and all other fixtures and equipment therein or appurtenant to in good working order, condition, and repair and in clean, sightly, sanitary and safe condition, dispose of all rubbish, garbage and other organic or flammable waste in a clean, safe and sanitary manner, shall replace all broken or damaged items with others of same quality, shall repair and maintain all smoke detector(s) in the Premises, including battery replacement as necessary, and shall maintain the Premises as required by law. Tenant shall use and operate all electrical, gas, plumbing and heating fixtures and appliances in accordance with the operating instructions in a safe manner, shall provide all appropriate maintenance for such equipment and in the event the plumbing in the Premises is obstructed due to the negligence of Tenant or Tenant's family, permittees, licenses, employees or agents, shall pay the cost of clearing such obstruction immediately upon presentation of the bill to Tenant by Landlord. Tenant shall not permit any person to destroy, deface, damage, impair or remove any part of the Premises or the facilities and appurtenances thereto, and shall not himself do any such thing. Tenant shall, at his own expense, furnish and replace all light bulbs, fuses and faucet washers as needed. Tenant shall promptly report any defect, damage or breakage in the structure, equipment or fixtures to Landlord and, in the absence of Landlord, to the unit owners association. Tenant will be held responsible for any damage to the Premises caused by any negligence on the part of Tenant. Tenant shall be responsible for such items as caulking around tubs and in showers, stoppage of water closets and drains, etc. Tenant shall not refinish or shellac wood floors, if any, and shall keep any such floors waxed with paste wax. Tenant shall keep any carpeting on the Premises clean and in good condition. Any repairs made necessary due to the negligence by acts of commission or omission of Tenant, his family guests, employees, or pets shall be paid for by Tenant, but Tenant shall not order repairs on or about the Premises without prior approval from Landlord.

**8. INSPECTION AND REPAIR.** Landlord, its agents or employees and mechanics authorized by Landlord or the unit owners association or managing agent, shall reserve the following rights: (a) to enter the Premises or any part thereof at all reasonable hours, without notice to Tenant to render services, inspections, alterations, repairs, to exhibit the Premises to prospective tenants, purchasers or others, to display without molestation by Tenant "For Rent" and similar signs, to make adjustments in connection therewith, customary or necessary in the construction, remodeling, or in the maintenance of the Premises or Building and for all other proper purposes, (b) upon two (2) hours prior notice to Tenant, Landlord shall have the right, during the Lease Term to show the Premises to prospective tenants and to show the Premises to prospective purchasers; and during the last ten (10) days of the Lease Term shall have free access to the Premises in order to make repairs or redecorate same for the incoming tenant or purchaser should Landlord deem this action necessary, (c) Landlord shall constantly retain the use of all passkeys to the Premises. The exercise of Reserved Rights by Landlord shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises and shall never render Landlord liable in any manner to Tenant or to any person in the Premises.

**9. ALTERATIONS.** Tenant shall not make any structural changes, alterations, additions or decorations to the Premises; will not paper, paint or decorate; nor install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerating or cooking units, radio or television antennae; nor drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted), nor change the existing locks of the Premises in each and every instance, without the prior written permission of Landlord. Landlord's decision to refuse such consent shall be conclusive. Landlord's consent may be conditioned upon the furnishing by Tenant of such documents, security, and insurance as landlord may require in order to protect Landlord from Mechanic's Liens and liability for personal injury and damage to property and to assure Landlord that the work will be performed in a lawful and workmanlike manner and with proper materials. All additions, hardware, fixtures, and improvements, temporary or permanent, except moveable furniture and equipment belonging to Tenant, in or upon the Premises whether installed by Landlord or Tenant, shall be Landlord's property and shall remain upon the Premises upon termination of the term by lapse of time or otherwise, all without compensation, allowance, or credit to Tenant.

**10. REQUIRED ALTERATIONS.** If at any time during the Lease Term or any extension, renewal or holdover term, Landlord should be required by any governmental authority, the unit owners association or the managing agent to make repairs, alterations or additions to the Premises occasioned by the use which Tenant makes of the Premises, Tenant agrees to make such repairs, alterations or additions in a first-class manner at Tenant's cost and expense, and if Tenant shall fail to make such repairs, alterations or additions, Landlord shall have the right to terminate this Lease and to possession of the Premises by serving on Tenant not less than thirty (30) days written notice to vacate.

**11. USES.**

- a) The Premises will be used solely as a dwelling to be occupied by no more than the number of persons set forth above, including children, and for no other purpose. No person other than Tenant and the members of the immediate family of Tenant shall be permitted to occupy the Premises without the prior written consent of Landlord; provided, however, that occasional visits of guest not to exceed two (2) weeks during any twelve (12) month period without prior written consent of Landlord, are permitted.
- b) Tenant will not make or permit any use of the Premises which, directly or indirectly, is forbidden by public law, ordinance, or governmental regulation, or which is dangerous to life, limb, or property, or which tends or will tend to injure the reputation of the Premises or of the Building, or which will disturb any resident of the Building or residents of the neighborhood, or which may increase the premium cost of or invalidate any policy of insurance carried on the Building or by Landlord.
- c) This provision forbids especially, but not exclusively, uses such as keeping of roomers, lodgers, and boarders, the sale or barter of merchandise, the carrying on of any trade, profession, business school, course of instructions or entertainment, and the teaching of instrumental or vocal music, dramatics, gymnastics, or dancing.
- d) The name of Tenant may be exhibited in the hall or lobby of the Building or elsewhere only in form, manner, and substance approved by Landlord.
- e) Tenant shall not permit the Premises occupants or guests to play or loiter in, nor shall Tenant use for storage of baby carriages, bicycles, scooters, sleds or other articles, or for any purpose other than ingress and egress, the sidewalks, entrances, porches, halls, vestibules, elevators, and stairways of the Building.

- f) Tenant shall not make or permit any noise, odor, or light that is objectionable to other occupants of the Building to emanate from the Premises and shall not create or maintain a nuisance therein. Tenant shall not operate any radio, stereo, television, musical instrument or other device in a manner that disturbs other occupants of the Building.
- g) Tenant shall not install or maintain any radio, television or other aerial, wires, or equipment outside the Premises or on the roof of the Building without prior written consent of Landlord.
- h) Tenant shall not use or install in the Premises any appliance or equipment which uses a substantial amount of electricity, gas or water without prior written consent from Landlord. Tenant shall obtain from Landlord the safe capacity of the electric wiring in the Premises and shall not use more electricity than such safe capacity.
- i) Tenant shall not use or install any water or liquid filled beds, furniture, recreational or therapeutic pools or appliances in the Premises without the prior written consent of Landlord.
- j) Tenant shall not change or add any locks or other similar devices on any door or window of the Premises without Landlord's prior written consent. No keys for any door other than the keys provided by Landlord shall be made or used. If more than two keys for one lock are desired by Tenant, Landlord may provide the same upon payment of Tenant.
- k) Tenant shall not display or permit to be displayed any signs, posters, or pictures visible outside of the Premises without prior written consent of Landlord.
- l) Tenant shall not alter, restrict or interfere in any way with any part of the heating, lighting, plumbing, security, electrical, ventilation, cooling system, or other apparatus in or about the Premises or Building.
- m) Water closets and other water apparatus shall not be used for any purpose other than that for which they are designed, and no sweeping, rubbish, rags, matches, razor blades or other injurious substances shall be placed therein. Damages and costs of repairs and cleaning resulting from violation of this paragraph (m) shall be paid for by Tenant.
- n) Without Landlord's prior written consent in each and every instance, Tenant shall not install or operate in the Premises any machinery, refrigeration or heating devices, or air conditioning apparatus, or use any illumination other than electric light, or use or permit to be brought into the Premises or the Building any flammable article, substance or fluid, such as gasoline, kerosene, naphtha, and benzene or explosive or article, substance or fluid deemed hazardous to life limb or property.
- o) Tenant shall indemnify Landlord and hold Landlord harmless from any and all liability under the Liquor Control Act of 1934, as amended, arising out of the use or consumption of alcoholic liquors and beverages in the Premises.
- p) In addition to all other liability for breach of any covenant of this Lease, Tenant shall pay to Landlord all damages resulting from such breach and any amount equal to any increase in insurance premium(s) resulting from such breach.

**12. UTILITIES.** Tenant shall pay all utility bills for services separately metered or billed to the premises during the Lease Term, including any extension renewal or holdover term, as the same become due and payable.

**13. PARKING STORAGE.** Tenant shall have the right under this lease to use the parking space and storage space appurtenant to Landlord's unit, if any, in compliance with the provisions of the Condominium Instruments and Rules and Regulations of the Condominium so long as the Tenant is not then in default under this Lease. Should Landlord be required to pay additional assessments or fees relating to such parking space or storage space, Tenant shall reimburse Landlord for such fees with the monthly payment of rent.

**14. PETS.** Tenant shall keep no pets (dog, cat, reptile, bird, or other animal) on the Premises or be allowed to be brought into the Premises or in the Building, or any part of it.

**15. SUBLET.** Tenant shall not cause or permit any transfer of this Lease or any interest under it or any lien upon Tenant's interest by operation of law. Tenant shall not assign this Lease or any interest under it, or sublet the Premises or any portion thereof, or transfer possession or occupancy thereof to any other person or persons in each and every case without prior written consent of Landlord.

**16. DEFAULT.** Upon: (a) Tenant default in the payment of rent or in the prompt and full performance of any provision of this Lease, or if leasehold interest of Tenant be levied upon execution or attached by process of law, or if Tenant is adjudging bankrupt or make an assignment for the benefit of creditors, or if a receiver be appointed for any property of Tenant, or if Tenant abandons the Premises, then Landlord may, if Landlord so

elects, either forthwith terminate this Lease, and Tenant's right to possession of the Premises five (5) days after written notice by Landlord, in the event of default in the payment of rent, or ten (10) days after written notice by Landlord, in the event of default in the performance of any provision of this Lease other than the payment of rent, or without terminating this Lease, forthwith terminate Tenant's right to possession of the Premises.

(b) Upon Violation by Tenant of any or the provisions and agreements herein contained; (c) if Landlord shall at any time deem the tenancy of Tenant undesirable by reason of objectionable or improper conduct on the part of Tenant, Tenant's family, permittees, licensees, employees, or agents, or causing annoyance to other occupants of the Condominium, which results in complaints to Landlord by the unit owners association, managing agent, other unit owners or any governmental authority; or (d) should Tenant occupy the Premises in violation of the Condominium Instruments or Rules and Regulations, then and in any of such events, at the option of Landlord this Lease shall forthwith cease and determine and shall operate as a notice to quit, any notice to quit as required by law, in each event being hereby expressly waived, and Landlord may thereupon proceed to recover possession of the Premises in accordance with the provisions of the law regulating proceedings in cases between Landlords and tenant, and when such possession is obtained Landlord may at the option of Landlord re-rent the Premises at the risk and cost of the defaulting Tenant, whose default in no instance shall relieve him of liability for the difference between the rent herein reserved and the rent actually received by Landlord during the term remaining after such default occurs.

(b) Upon termination of this Lease, whether by lapse of time or otherwise, or upon termination of Tenant's right to possession without termination of this Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord, and hereby grants Landlord full and free license to enter into and upon the Premises in such event with or without process of law and to repossess the Premises as of Landlord's former estate and to expel or remove Tenant and any others who may be occupying or within the Premises and to remove any and all property therefrom, using such force as may be necessary, without being deemed guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Tenant's right to rent any other right given to Landlord hereunder or by operation of law.

(c) If Tenant abandons the Premises or otherwise entitles Landlord to terminate Tenant's right to possession only without terminating this Lease, and Landlord so elects, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's property and other evidence of tenancy, and take and hold possession thereof as in paragraph (b) of this section, without such entry and possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligations to pay rent hereunder for the full term, and in any such case Tenant shall pay forthwith to Landlord a sum equal to the entire amount of the rent stipulated in this Lease for the residue of the stated term plus any sums then due hereunder. Upon and after entry into possession without termination of this Lease, Landlord may, but need not, relet the Premises or any part thereof for the account of Tenant to any person, firm or corporation other than Tenant, for such rent and upon such terms as Landlord and Landlord's sole discretion shall determine. Landlord shall not be required to observe any instructions given by Tenant about such reletting. In any such case, Landlord may make repairs, alterations, and additions in or to the Premises, and redecorate the same to the extent deemed by Landlord necessary and desirable, and Tenant shall, upon demand, pay the cost thereof, together with Landlord's expenses of the reletting. If the consideration collected by Landlord upon any such reletting for Tenant's account is not sufficient to pay monthly the full amount of the rent reserved in this Lease together with such costs of repairs, alterations, additions, redecorating and Landlord's expenses. Tenant shall pay to Landlord the amount of each month's deficiency upon demand; and if the consideration so collected from any such reletting is more than sufficient to pay the full amount of the rent reserved herein, together with such costs and expenses of Landlord, Landlord at the end of the stated term of this Lease shall account for the surplus to Tenant.

(d) Any and all property which may be removed from the Premises by Landlord pursuant to the authority of this Lease or of law, to which Tenant is or may be entitled, may be handled or removed by Landlord at the risk, cost, and expense of Tenant, and Landlord shall in no event be responsible as warehousemen, bailee or otherwise for any property left on the Premises or the Building by Tenant, or for the value, preservation, or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal. Any such property of Tenant not removed from the Premises by Tenant within seven (7) days after the end of term, however terminated, shall be conclusively deemed to have been abandoned by Tenant.

(e) Tenant shall pay upon demand all Landlord's costs, charges, and expenses, including fees of agents and others retained by Landlord and, as provided by applicable laws and court fees, the fees of attorneys, incurred in enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiation, or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned.

(f) All rights and remedies of Landlord under this Lease or provided by law, may be exercised by Landlord in its own name individually or in its name as agent, and all legal proceedings for the enforcement of any rights and remedies, including distress for rent, forcible entry and any other legal or equitable proceedings, may be commenced and prosecuted to final judgment and execution by the Landlord, in its own name individually or by Landlord in its legal capacity as such. Tenant conclusively agrees that Landlord has full power and authority to execute this Lease and make and perform the agreements herein contained and Tenant expressly stipulates that any rights and remedies available to Landlord, either in terms of this Lease, or otherwise, may be enforced by Landlord in its own name individually or in its name as such Landlord.

**17. BANKRUPTCY.** In the event Tenant is adjudicated a bankrupt or makes an assignment for the benefit of creditors, this Lease, at the option of Landlord, shall forthwith cease and determine, and the Premises shall be surrendered to Landlord, who hereby reserves the right to forthwith re-enter and repossess the Premises.

**18. SURRENDER.** Tenant will, upon termination of this Lease, surrender the Premises and all fixtures and equipment of Landlord therein in good, clean and operating condition, in the same condition as when received, ordinary wear and tear expected. Tenant shall at the time of vacating the Premises, clean the Premises, including without limitation the stove and refrigerator, and remove all trash from the Premises. If such cleaning and removal of trash is not accomplished by Tenant, action deemed necessary by Landlord to accomplish the same may be taken by Landlord at Tenant's expense. Upon vacating the Premises Tenant shall deliver all keys thereto to Landlord within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

**19. HOLDOVER.** Tenant shall pay Landlord, as liquidated damages, double the amount of rent stipulated in this Lease, and interest thereon, for the time during which Tenant retains possession of the Premises or any part thereof after termination of the term by lapse of time or otherwise, of it and only if Landlord serves written notice upon Tenant of Landlord's election thereof, such holding over shall constitute renewal of this Lease for one year. Landlord's acceptance of any rent after holding over begins does not renew this Lease. This provision does not waive Landlord's rights of re-entry or any other right hereunder.

**20. DESTRUCTION.** If the Premises shall be damaged or destroyed by reason of fire or other casualty not resulting from negligence of Tenant or Tenant's family, permittees, licensees, employees or agents, and as a result thereof shall be uninhabitable, Landlord may elect (a) to terminate this Lease as of the date of the fire or casualty by notice to Tenant within thirty days after that date, or (b) to repair, restore, or rehabilitate the Premises are the Landlord's expense within one hundred twenty days after Landlord is enabled to take possession of the premises and undertake reconstruction or repairs, in which latter event this Lease shall not terminate but rent shall be abated on a per diem basis while the Premises is untenable. If Landlord elects to repair, restore, or rehabilitate the Premises and does not substantially complete the work within the one hundred twenty day period, either party may terminate this Lease as of the date of the fire or casualty by notice to the other party not less than one hundred twenty days nor more than one hundred thirty days after Landlord is enabled to take possession of the Premises and undertake reconstruction or repairs. In the event of termination of this Lease pursuant to this section, rent shall be apportioned on a per diem basis and paid to the date of the fire or casualty.

**21. EMINENT DOMAIN.** In the event that the Premises or any part thereof (other than common elements, the taking of which does not prevent continued occupancy of the Premises) is taken by any authority exercising the power of eminent domain, this Lease shall terminate as of the date possession shall be taken by the condemnor. If the grade of any street or alley adjacent to the Building is changed by any competent authority, and such change of grade shall make it necessary or desirable to remodel the Building to conform to the changed grade, Landlord shall have the right to cancel this Lease upon not less than ninety days' notice prior to the date of cancellation designated in the notice. Tenant waives all claims against Landlord or any condemning authority by reason of the complete or partial taking of the Premises, and shall not be entitled to receive any part of any award which Landlord may receive, hereby quit claiming all interest therein to Landlord.

**22. WAIVER.** Landlord and Tenant's agents and servants, shall not be liable and to the extent, not prohibited by applicable law. Tenant waives all claims for damage to person or property sustained by Tenant or any occupant of the Premises resulting from the Building or any part of it or any equipment or appurtenance becoming out of repair, or resulting from any accident in or about the Building, or resulting directly or indirectly

from any actor or neglect of any resident of the Building or of any other person. This section shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors or noise of the bursting or leaking of pipes and plumbing fixtures, and shall apply equally whether any such damage results from the act or neglect of other residents, occupants, or servants of the Building or of any other person, or from such other things or circumstances whether similar or dissimilar to the foregoing. If any such damage results from any act or neglect of Tenant, Landlord may, at Tenant's option, repair such damage, whether caused to the Building or resident thereof, and Tenant shall thereupon pay to Landlord the total cost of such repairs and damages both to the Building and to the residents thereof. All personal property belonging to Tenant or any occupant of the Premises that is in the Building or the Premises shall be there at the risk of the Tenant or such other person only, and Landlord shall not be liable for any damage thereof or the theft or misappropriation thereof. It is further expressly covenanted and agreed that any space in or about the Building of which the Premises are a part, which may be made available by Landlord to Tenant, or which may be used by Tenant for the purpose of storing automobiles, bicycles, carriages, or other personal property of any nature shall not constitute part of the Premises, and any such space used by Tenant or any occupant of the Premises shall be solely at Tenant's risk. Under no circumstances, and in no event, shall Landlord be liable to Tenant, or any occupant of the Premises in any manner, or for any amount because of damage to or loss of any such personal property kept or stored in any area outside the Premises, all such liability or claims, if any whatsoever, being hereby expressly waived by Tenant.

No waiver by Landlord of one breach of any covenant of agreement herein contained shall be construed to be a waiver of the covenant or agreement itself, or of the subsequent breach thereof. Acceptance of the rent or acquiescence in a default shall not operate as a waiver of such default, even such acquiescence continues for an extended period of time.

**24. SUBORDINATION.** Landlord's title is and always shall be paramount to the interest of Tenant. Tenant shall not do any act which shall or may encumber or cloud Landlord's title. If Tenant voluntarily or involuntarily causes or is responsible for any claim, lien or cloud upon Landlord's title, Landlord may, at Landlord's sole option, take such steps and expend such monies as may be necessary promptly to discharge any claim or remove any such lien or cloud, and Tenant will pay to Landlord upon demand all monies expended by Landlord in such undertaking, including Landlord's costs and expenses. Tenant's rights under this Lease are subject and subordinate at all times to the lien of any mortgagee(s) now and hereafter affecting the Premises and to all advances made or hereafter made upon the security thereof. Although the subordination provisions of this section shall be deemed automatic, Tenant shall within five days after demand execute any and all instruments requested by Landlord to evidence such subordination, and upon Tenant's failure to do so Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact to execute such instruments for and on behalf of Tenant.

**25. AGENCY.** If Landlord appoints an agent to manage the Premises and collect the rent due under this Lease, Landlord may authorize the agent to act for Landlord under the terms of this Lease and Tenant shall in all cases comply with the reasonable exercise by the agent of any and all of Landlord's rights under this Lease.

**26. NOTICE.** In every instance where it shall be necessary or desirable for Landlord to serve any notice or demand upon Tenant, it shall be sufficient (a) to deliver or cause to be delivered to Tenant a written or printed copy thereof, or (b) to send a written or printed copy thereof by United States certified mail, return receipt requested, postage prepaid, addressed to Tenant at the Premises, in which event the notice or demand shall be deemed to have been served at the time the copy is mailed, or (c) to leave a written or printed copy thereof with some person of the age of 13 years or upwards, residing on or in possession of the Premises, or (d) in the event no one is in the actual possession of the Premises, then by posting the same upon the door leading into the Premises, in which event the notice or demand shall be deemed as served at the time the copy is so left or affixed. All such notices or demand shall be signed by or on behalf of Landlord. All notices required or desired to be sent by Tenant to Landlord shall be in writing, shall be signed by Tenant and shall be given by personal delivery or by prepaid U.S. certified mail to Landlord or Landlord's agent for purposes of receiving notices, if any identified in this Lease.

**27. MISCELLANEOUS.** The conditions and agreements contained herein to be performed by the respective parties, are binding on, and may be legally enforced by, the parties, their heirs, executors,

administrators, successors, and assigns, respectively. The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Lease or in any way affect its provisions. Landlord and Tenant hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other arising out of this Lease. This Lease embodies the final and entire agreement and understanding between the parties, supersedes all prior negotiations, agreements and understandings, and neither Landlord or Tenant nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written not herein contained. Any provision of this Lease may be modified, waived or discharged only by an instrument in writing signed by the party against which enforcement of such modification, waiver or discharge is sought. Feminine or neuter pronouns shall be substituted for those of the masculine form and the plural shall be substituted for the singular number in any place herein which the context may require such substitution. Tenant shall acknowledge and recognize as Landlord any assignee or transferee of this Lease. The provisions of this Lease are severable and the invalidity of unenforceability of any provision of this Lease shall not affect or impair any other provision.

**28. COUNTERPARTS.** This Lease may be executed in any number of counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument. One copy of the fully executed Lease shall be delivered by Landlord to the unit owners association at least ten (10) days prior to occupancy by Tenant.

**29. ADDITIONAL TERMS.**

- (a) Landlord reserves the right to terminate this lease upon thirty (30) days advanced written notice to Tenant.
- (b) Should the mortgagee obtain possession of the premises through a mortgage foreclosure action, Landlord shall have the right to assign this lease to mortgagee, or terminate this lease as aforesaid.
- (c) A Move in fee in the sum of \$150 will be paid by any Tenant at the time of establishing residency in the Premises listed above. This fee is non-refundable and must be paid prior to each move in occurrence.
- (d) Tenant, Tenant's family, and guests shall not smoke in the Premises.
- (e) No receipt by Landlord from Tenant after termination of this Lease or after the service of a notice or after the commencement of any suit, or after final judgment for possession of the Premises shall renew, reinstate, continue, or extend the term of this Lease or affect any such notice, demand, or suit except as required by law. Money so paid to Landlord shall be deemed compensation for temporary use and occupancy only.
- (f) No Waiver or any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default in such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent there stated. The invalidity or unenforceability of any provision hereof shall not affect or impair the validity or enforceability of any other provision.
- (g) In the absence of fraud, no person, firm, or corporation, or the heirs, legal representatives, successors and assigns, respectively, thereof, executing this Lease as agent, trustee, or in any other representative capacity, shall ever be deemed or held individually liable hereunder for any reason or cause whatsoever.
- (h) The words Landlord and Tenant wherever used in this Lease shall be construed to mean Landlords, or Tenant in all cases where there is more than one Landlord or Tenant, and their respective obligations shall be joint and several. Necessary grammatical changes

required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

- (i) Landlord shall have the right to terminate this Lease on the last day of any calendar month by giving Tenant not less than 120 days prior written notice if Landlord proposes or is required, for any reason, to remodel, remove or demolish the Building or any substantial portion of it, or if Landlord decides to sell the unit. No money or other consideration shall be payable by Landlord to Tenant for this right and the right is hereby reserved to Landlord shall inure to all purchasers.
- (j) Provisions inserted herein or affixed hereto shall not be valid unless appearing in the duplicate original hereof held by Landlord. In the event of variation or discrepancy, Landlord's duplicate original shall control. Submission of this instrument for examination does not constitute a reservation of or option for the Premises.
- (k) Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives and successors, and assigns in the event this Lease has been assigned with express written consent of Landlord.
- (l) All amounts (other than rent) owed by Tenant to Landlord hereunder shall be paid within ten days from the date Landlord renders statements of account therefor and shall thereafter bear interest at 15% per annum or at the highest rate allowable by law, whichever is lower, until paid.
- (m) Provisions written on the back of this Lease and signed by Landlord and Tenant and all riders attached to this Lease and signed by Landlord and Tenant are hereby made a part of this Lease as though inserted in this Lease.
- (n) This Lease embodies the entire and final agreement and understanding between the parties and supersedes all prior negotiations, agreements, and understandings. Following execution of this Lease by both parties, no provision of this Lease may be modified, waived or discharged unless each change is evidenced in writing and signed by the party against whom enforcement of the modification, waiver, or discharge is sought.
- (o) If Tenant shall occupy the Premises prior to the beginning of the term of this Lease with Landlord's consent, all the provisions of this Lease shall be in full force and effect as soon as Tenant occupies the Premises. Rent for any period prior to the beginning of the term of this Lease shall be fixed by agreement between Landlord and Tenant.
- (p) This Lease is subject to the condition that Landlord procures release or waiver of any option of right of first refusal or other pre-emptive rights of Lease contained in the Condominium Documents within the time established therein. If, after making every reasonable attempts, Landlord is unable to procure such release or waiver and so notifies Tenant thereof, this Lease shall become null and void and all security deposited shall be returned to Tenant, provided that if said option or pre-emptive right is not exercised, this Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the date first written above.

**LANDLORD:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**TENANT(S):** \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_