



TENANT LEASE AGREEMENT
BASIC TERMS:

DATE OF LEASE: 01/29/2024

Landlord: RAR2 – 37 West Van Buren, LLC

Tenant: Helene F Renninger

Landlord and Tenant enter into and accept this Lease Agreement (the "Lease"), pursuant to which Landlord agrees to rent to Tenant, and Tenant agrees to rent from Landlord, that portion of the residential unit at the Property specified below (the "Unit"), on the following Conditions:

This Lease has individual Rent responsibility. This means that the individual Tenant named above is responsible for payment of the full amount of Rent and all fees and deposits stated below. However, Tenant is jointly responsible – along with all other tenants in the Unit – for the other obligations under this Lease, including obligations concerning treatment of and care of the Unit and all furnishings.

PROPERTY:

Landlord agrees to rent to Tenant the following Unit at:

- a. Apartment Property: Arc at Old Colony
- b. Unit: Tenant's specific Building, Unit and Bedroom will be assigned to Tenant by Landlord prior to the beginning of the TERM listed in the Basic Terms
- c. ADDRESS OF Unit: 37 West Van Buren St., Chicago, IL 60605
- d. Desired Unit & Bedroom Description: Private/Shared

TERM: The term of this Lease shall commence at 12:00 p.m. on the "Starting Date" of 06/1/2024, and shall end at 8:00 a.m. on the "Ending Date" of 08/10/2024 for a total of 10 weeks. This period is referred to as the "Term".

FEES: In addition to paying Rent, Tenant agrees to pay Landlord the following NONREFUNDABLE fee(s):

- a. Application Fee: \$100.00 (The Application Fee is not refundable for any reason)

RENT: The weekly rate for this unit & bedroom type is \$3990/week. The Total Rent due for this lease Term is \$399.00 and Rent will be due and payable in 1 installment on May 3rd, 2024, without offset or deduction, and Tenant agrees to pay Rent as outlined below.

DUE DATE of <u>May 3rd, 2024</u>:	INSTALLMENT AMOUNT:
May 2024	\$399.00

ADDITIONAL TERMS AND AGREEMENTS: Additional Terms and Agreements, as well as Exhibits, are attached as subsequent pages to this Lease. This Lease consists of these Basic Terms, the Additional Terms and Agreements, and the Exhibits.

SIGNATURES AND ACCEPTANCE OF CONTRACT: This Lease and any addenda may be signed in counterpart signatures. The Lease application is incorporated into and deemed a part of the Lease. If there are any conflicts between this Lease and the application, then this Lease shall control. Landlord and Tenant agree to each and every term and condition in this Lease.

TENANT ACKNOWLEDGES AND AGREES THAT TENANT HAS CAREFULLY READ AND UNDERSTANDS THIS LEASE AND THAT BY SIGNING BELOW, TENANT INTENDS FOR THIS LEASE TO CONSTITUTE (AND THIS LEASE DOES CONSTITUTE) A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD AND TENANT.

ADDITIONAL TERMS AND AGREEMENTS AND EXHIBITS FOLLOW THIS PAGE



ADDITIONAL TERMS AND AGREEMENTS:

1. PROPERTY AND OCCUPANTS

The "Property" is defined as including each of the following:

- a. Tenant's use of a Bedroom in a Unit in the Apartment Property
- b. Tenant's shared use of the Common Areas in the Unit and the Apartment Property (for purposes of this Lease, "Common Areas" are those areas within the Unit to which Tenant has access without going into another Bedroom and, within the Apartment Property, those areas to which all Tenants have general access)
- c. Tenant's use of all appliances and furniture within the Common Areas of the Unit
- d. If Bedroom or Unit is furnished: Tenant's sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of Tenant's furniture within Tenant's Bedroom
- e. Tenant's shared use of the mailbox assigned to Tenant by the Landlord

Landlord has the right to relocate Tenant to another bedroom and/or Unit of comparable floor plan style, bedroom type and level, if available, within the Apartment Property. In the event that Landlord must relocate Tenant, Landlord agrees to exercise best commercial efforts to relocate Tenant to a comparable Bedroom and/or Unit. Tenant acknowledges and agrees that Landlord cannot guarantee that Landlord will relocate Tenant to a comparable Bedroom or Unit type. In the event Tenant is relocated to a different Unit type with lower market rent, the Rent will be modified to the market rent for such Unit type at the Building.

Tenant hereby acknowledges that roommate compatibility is the sole and exclusive responsibility of Tenant. In the event Tenant requests a room reassignment, Landlord will use reasonable efforts, but is under no obligation, to accommodate the request. All requests for room reassignment must be provided to Landlord in writing on the forms provided by Landlord. In the event that Tenant's request for a room reassignment is accommodated, Tenant will be responsible for a reassignment charge as set forth on the attached Terms and Conditions page (the "Terms"), which is hereby incorporated into and made a part of this Lease.

2. UP-FRONT FEES

Unless otherwise indicated on the Terms page, no "Fee" described on the first page of this Lease is a "security deposit" or any other type of deposit, no such fee is refundable for any reason, and no interest will be payable thereon. There is no security deposit required in connection with this Lease, unless indicated on the Terms page. Any major damage to the Unit beyond ordinary wear and tear (including, without limitation, large holes in walls, broken or damaged fixtures or appliances, or tears/cracks or other significant damage to flooring) may subject Tenant to additional financial obligations to Landlord that survive the Term of this Lease, such obligations being understood and accepted by Tenant. Notwithstanding anything herein to the contrary, Tenant expressly and unequivocally acknowledges that Tenant is bound by all the conditions and obligations of use of the Unit that are imposed by this Lease, including its Addendums and the applicable Rules and Regulations, and that Tenant will not engage in (or permit any invitees or guests of Tenant to engage in) conduct that might reasonably be expected to cause damage to the Unit.

3. RENT

Tenant must pay Tenant's Rent on or before the 1st day of each month ("Due Date").

- a. If Tenant fails to pay all Rent before the end of the day (11:59 p.m.) on the 5th day of each month, Tenant will be obligated to pay a late charge as set forth in the Terms. If Tenant does not pay Rent on or before the Due Date, Tenant will be in Default, and all remedies under state law and ordinance and this Lease will be available to Landlord.
- b. Tenant must pay full Rent when due and may not deduct funds from rental payments for any reason, unless otherwise allowed by law or ordinance. Landlord may first apply payment(s) towards any outstanding balances due, such as, but not limited to delinquencies, prior balances, maintenance and/or damage charges, additional Rent and lockout fees before the current Rent is credited.
- c. Tenant may not pay Rent in cash or by personal check. Tenant must pay Rent by money order, certified funds, online payment, electronic payment, or as otherwise agreed by Landlord in writing. Landlord does not have to give Tenant a receipt for rental payments made by money order. Landlord may, at Landlord's option, require at any time that Tenant pay all Rent and other sums in certified or cashier's check or money order.
- d. Any accord, satisfaction, conditions or limitations noted by Tenant on or in any rental payment shall be null and void.
- e. Tenant is liable for all costs or charges associated with Landlord having to provide special services (unless required by law) to Tenant or at Tenant's request and for all fees or fines as described in Rules and Regulations.

Rent payments are to be made payable to Landlord at the address listed in the Terms.

4. RETURNED PAYMENTS

If Tenant's payment is returned for any reason, including denial of payment, Tenant:

- a. must pay a returned payment charge as set forth in the Terms as Additional Rent for each and every payment that is returned or denied
- b. will be responsible for any late Rent charges retroactive to the due date listed in Paragraph 3 and Basic Terms
- c. will be in violation of the Lease for failing to pay the Rent on time, unless the fee and any late Rent charges are paid within the notice requirements of local law

If during the Term of this Lease two (2) of Tenant's payments are returned or denied to Landlord, Landlord will require that all Rent and other sums due and owing from Tenant be made payable to Landlord in either certified or cashier's check or money order.



5. DEFAULT CONDITIONS OF LEASE ("DEFAULT") BY TENANT

Tenant is found in Default of this Lease if Tenant does any one or more of the following:

- a. fails to pay Rent or Additional Rent when it is due
- b. does anything which is not permitted by this Lease
- c. fails to do anything which is required by this Lease
- d. gives Landlord false information, including information or signatures on Tenant's or the Guarantor's/Co-signers rental application, on the Lease or on the Guarantor Agreement
- e. fails to pay in timely manner, disconnects or shuts-off any of the utilities which are payable by Tenant or the other Tenants of the Unit
- f. Tenant fails to pay any fine within 3 days after it is levied in accordance with this Lease or the Rules and Regulations
- g. Tenant "Abandons" the Unit
- h. Tenant "Terminates" (as defined below) the Lease prior to the end of its Term
- i. fails to provide a Guarantor or other form of security as Landlord may require in its sole and exclusive determination

Tenant will be deemed to have Abandoned the Unit when all of the following have occurred: (1) everybody appears to have moved out in Landlord's reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in Landlord's reasonable judgment; (3) Tenant has been in Default for non-payment of Rent for 5 consecutive days, or water, gas, or electric service for the Unit not connected in Landlord's name have been Terminated or transferred; and (4) Tenant has not responded for 2 days to Landlord's notice left on the outside of the main entry door stating that Landlord considers the Unit Abandoned. A Unit is also deemed to be "Abandoned" 10 days after the death of a sole Tenant.

If Tenant Abandons the Unit, Landlord may take possession of the Unit and its contents without further notice. Except as otherwise provided by state or local law, Landlord may dispose of the contents and re-rent the Unit without obligation to Tenant. Tenant must pay the cost for removal and other associated costs.

Tenant shall be deemed to have "Terminated" this Lease if Tenant:

- a. fails to move in or to give written move-out notice.
- b. moves out without paying Rent in full for the entire Lease Term.
- c. moves out at Landlord's demand because of Tenant's Default.
- d. is judicially evicted.

6. ACCELERATION.

All monthly Rent for the rest of the Lease contract will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if Tenant is evicted from the Unit, Abandons the Unit, or Terminates the Lease as provided in Section 5.

7. OTHER REMEDIES

In addition to all of Landlord's other rights and remedies under state and local law and this Lease, Landlord may report unpaid amounts to credit agencies. If Tenant Defaults and moves out early, Tenant will pay Landlord any amounts stated to be rental amounts in Basic Terms and Paragraph 3, in addition to other sums due. Upon Tenant's Default, Landlord reserves all other available legal remedies, including, but not limited to, Lease termination. Late charges are liquidated damages for Landlord's time, inconvenience, and overhead in collecting late Rent (but are not for attorney's fees and litigation costs). . Tenant must pay all collection-agency fees if Tenant fails to pay all sums due within 10 days after the Landlord mails the Tenant a letter demanding payment and stating that collection agency fees will be added if Tenant fails to pay all sums by that deadline. Landlord may accelerate Rent – see Paragraph 6.

8. LEASE GUARANTEE

Landlord reserves the right to require Tenant to provide Landlord a Guarantee executed by a qualified Guarantor acceptable to Landlord, in its sole and absolute discretion. The Guarantee for each Tenant, if requested by Landlord, should be delivered to Landlord promptly after Landlord's request, and Landlord reserves the right to Terminate this Lease at any time, in its sole discretion, if Tenant does not provide the Guarantee to Landlord within seven (7) days of Landlord's request. If Tenant does not meet residential rental criteria and is unable to provide an executed Guarantee acceptable to Landlord within the seven-day period, Landlord reserves the right to request (at Landlord's sole discretion) other financial assurance, which may include an accelerated Rent prepayment agreement.

Tenant will not be allowed to move-in without a complete Lease file including the Guarantee or other financial assurance (if requested), unless Landlord agrees otherwise in advance in writing. Notwithstanding the foregoing sentence, any failure by Tenant to provide a signed Guarantee form or other financial assurance (if requested) shall not relieve Tenant of the obligation to make all Rent and other payments due under the Lease for the entire Term.

9. INSURANCE REQUIREMENT

Tenant agrees to obtain and maintain, at your sole expense, during the Term of the Lease and any subsequent renewal periods, a policy of personal liability insurance, which provides limits of liability to parties who may make claims against you (including Owner) in the amount not less than \$100,000 per occurrence ("Insurance Requirement").



Tenant acknowledges that failure to supply proof of and maintain the Insurance Requirement hereunder shall be deemed a Default under the Lease, in accordance with Section 5 of the Lease. In such event, the Landlord will send a written notice demanding that Tenant cure the Default by procuring the required insurance coverage and supplying evidence of coverage to Landlord. Landlord shall have available to it all Remedies described in Section 7 of the Lease in the event of any such Default concerning Tenant's failure to comply with the Insurance Requirement. Without in any way limiting the foregoing, if Tenant fails to supply evidence of compliance with the Insurance Requirement to Landlord by the date set forth in Landlord's notice, Landlord shall have the right, but not the obligation, to procure liability only insurance coverage on Tenant's behalf on a monthly basis, and to charge Tenant for the amount of the premium paid to the insurance company plus an additional administrative fee as set forth in the Terms. The monthly premium and additional administrative fee will be considered additional rent under the Lease and will be charged to Tenant on a monthly basis for as long as Tenant is a Lessee and for as long as Tenant fails to provide Landlord with evidence of compliance with the Insurance Requirement. Tenant acknowledges that the coverage that the Landlord obtains because of the Tenant's failure to provide evidence of compliance with the Insurance Requirement may cost more than other insurance coverage the Tenant can purchase elsewhere and may not provide as much coverage as Tenant may choose to purchase for his/herself. Tenant acknowledges that the insurance purchased by Landlord will NOT cover Tenant's personal contents. If Tenant provides evidence of compliance with the Insurance Requirement, the charge for the insurance obtained by Landlord and the additional monthly administrative fee will cease based on Landlord's insurance enrollment schedule, but in no event, more than 30 days after Tenant provides evidence of compliance with the Insurance Requirement. Tenant acknowledges and agrees that the administrative fee for purchasing such insurance is a fair and reasonable estimate of the administrative costs Landlord will incur as a result of procuring the liability only insurance coverage for Tenant. Tenant acknowledges that the following circumstances shall also be considered events of Default under the Lease: Tenant's failure to pay for the insurance coverage procured by Landlord and/or the additional administrative charge; or Tenant permitting any independently procured insurance coverage to lapse during the term of the Lease, if Tenant fails to obtain substitute insurance coverage that complies with the Insurance Requirement and/or provide Landlord with evidence of the replacement coverage.

10. TENANT'S RESPONSIBILITY FOR INJURY OR DAMAGE

Tenant expressly and unequivocally agrees to be liable to the Landlord and/or the Landlord's insurer in tort for damage to the Unit and the Property, including, but not limited to, fire and water damage caused by Tenant's conduct, or the conduct of Tenant's occupants, guest, licensees, invitees or agents. Tenant agrees to comply in all respects with any policy of insurance covering said Unit and the Property or contents so as not to cause an increase in premium or void any insurance policy.

Tenant agrees that Tenant is responsible for all of the following:

- a. All personal property of Tenant and Tenant's family, guests or persons invited by Tenant in or on the Property, including automobiles.
- b. Loss, damage, costs, injury or death caused by Tenant or Tenant's family, guests or persons invited by Tenant for the use of Tenant's property.
- c. Any claim due to acts or from any failure to act by Tenant or Tenant's family, guests or persons invited by Tenant.
- d. Payment for damages or costs to Landlord from any claim based upon the acts of Tenant or Tenant's family, guests or persons invited by Tenant.

11. LANDLORD UNABLE TO GIVE POSSESSION

- a. Landlord shall not be liable to pay damages to Tenant if Landlord cannot give possession for reasons beyond Landlord's reasonable control.
- b. If Landlord is unable to give possession of the Unit to Tenant on the date when the Lease is to start, Rent will be abated on a daily basis during the delay. Tenant must pay Rent or Additional Rent for all days during an installment period on which Tenant has possession.
- c. Tenant may end the Lease if possession of the Unit is not given to Tenant within the later of (i) 90 days after the date the Lease begins and (ii) the maximum time period allowed by law (the "Non-Delivery Cancellation Date"). Tenant must give notice to Landlord in writing before the 6th day after the Non-Delivery Cancellation Date to end the Lease. The Lease will continue if Tenant does not timely give Landlord written notice that Tenant is ending Lease. All duties and obligations of Tenant under the Lease will remain in effect.

12. ACCEPT CONDITION OF UNIT

- a. Roommate compatibility is not guaranteed.
- b. Tenant accepts the Unit and Property in its present condition and designates it fit and habitable.
- c. Tenant shall complete a Move-in Condition Form and return it to Landlord management's office within 48 hours of taking possession of the Unit. As part of completing the Move-In Condition Form, Tenant must test all smoke detectors. Tenant hereby acknowledges that the purpose of the Move-In Condition Form is to document the condition of the Unit at the time the Term of the Lease commences.
- d. Tenant is responsible for keeping a copy of the Move-in Condition form signed by Landlord or Landlord's representative. If Landlord does not receive a Move-In Condition Form within the time given, Tenant shall be deemed to have acknowledged that there are no defects or damages. The Unit must be returned to Landlord in the same condition as it was provided, reasonable wear and tear excepted. Tenant is responsible for all damage to the Unit that occurs after acceptance, reasonable wear and tear excluded. Tenant acknowledges and agrees that having to paint a Unit one (1) year after it was painted is not considered reasonable wear and tear.

13. USE



- a. Only the Tenant listed on this Lease may live in the bedroom; however, Tenant acknowledges that the Unit may be occupied by another Tenant; provided the additional Tenant has an executed Lease or is listed in the Basic Terms of this Lease.
- b. No one other than Tenant may occupy the bedroom. Persons not listed above must not stay in the bedroom for more than 2 consecutive days without Landlord's prior written consent, and no more than twice that many days in any one month. Tenant hereby agrees that Landlord may share Tenant's name and contact information with Roommates prior to commencement of the lease term.
- c. If Tenant allows another person to occupy any unrented/vacant bed space in the Unit, Tenant will be responsible for the Rent for that bed space. Tenant will be responsible for all costs associated with returning the unrented/vacant bedroom to its original condition. If the Unit consists of more than one bedroom, Landlord has the right, when any bedroom within the Unit is unoccupied, to place a new Tenant in the unoccupied bedroom unless Tenant and all other Tenants in the Unit agree to pay Landlord, as part of Tenant's reserve Rent, the Rent due and other charges due for such unoccupied bedroom. The fact that Tenant and Tenant's roommates may be in conflict with each other will not result in any termination of this Lease.
- d. Tenant may not commit any act or allow any activity to occur on the Property, which violates or breaks any Federal, State or local laws or ordinances, rules or regulations including, but not limited to, disabling smoke detectors or carbon monoxide detectors. Tenant may not use or allow the Property to be used for any disorderly or illegal purpose. The Unit may only be used as a private residence.
- e. Tenant may not store or allow any hazardous, flammable or toxic substances in or on the Property. Tenant may not do or allow any behavior in the Property which is a nuisance or which creates a risk of injury, loss or damage. Tenant may not engage in or allow any activity, which increases the costs of insurance or the Landlord's ability to either acquire or keep insurance coverage on the Property.
- f. If Tenant permits another person to live in the Unit or provides access or a key to a person not named on this Lease, it shall be a Default under the Lease and Landlord may exercise any of its remedies hereunder.

14. APPLIANCES AND FURNITURE.

- a. If the property is furnished, as shown on the Terms page, then Landlord will provide (in its discretion) some or all of the following furniture and appliances in the Units: Refrigerator/Freezer, Dishwasher, Range/Oven, Garbage Disposal, Microwave, Flat Panel Television(s), Coffee Table, Bar Stools, Mattress and Bed frame, Desk, Desk Chair, and Couch. The actual furniture and appliances provided may vary based on unit and floor plan type.
- b. Landlord will repair or replace non-working appliances.
- c. Tenant assumes full responsibility for items furnished by Landlord and agrees to return them to Landlord at the expiration of the Lease Term in as good condition as when Tenant received them, reasonable wear and tear excepted. Tenant shall not remove any of Landlord's furniture, fixtures or appliances from the room they were in on the Start Date of this Lease without Landlord's prior written consent, which may be withheld at Landlord's sole discretion. Tenant shall return all furniture, fixtures and appliances to their original positions prior to vacating the Bedroom or Unit. Tenant shall not remove Landlord's furniture, fixtures, and/or appliances from the Unit for any reason. Tenant shall be responsible for all loss, breakage, or other damage to furnishings and appliances.

15. LAUNDRY FACILITIES.

Individual Washers and Dryers may be included in each Unit; See Terms. If provided, Tenant is required to clean lint trap after each dryer use to prevent fire.

16. UTILITIES.

- a. Landlord shall supply and pay for certain utilities. The utilities provided by the Landlord are shown in the Terms. If trash removal is provided by Landlord, it is provided only at specific locations throughout the Property (this does NOT constitute door-to-door trash pickup). If cable and internet service is provided for the Unit, service will be provided by the Landlord through an arrangement with an outsourced service provider.
- b. Tenant agrees to use utilities in a careful and conservative manner.
- c. In addition to the obligation to pay Rent, Tenant is responsible for certain monthly utility charges as outlined in the Terms.
- d. Certain utilities provided by Landlord may have a monthly conservation cap in dollars per Tenant. Caps, if applicable, are outlined in the Terms.
- e. If electricity is provided by the Landlord but paid by the Tenant, the billed cost is determined as outlined in the Terms.
- f. If water or sewer is provided by the Landlord but paid by the Tenant, the billed cost is determined as outlined in the Terms.
- g. If gas is provided by the Landlord but paid by the Tenant, the billed cost is determined as outlined in the Terms.

Landlord reserves the right to estimate any and all utility charges upon Tenant's move-out (or at any other time) and such amounts shall be deemed final. Landlord also reserves the right to contract with a third-party billing service to calculate or bill Tenant for any utilities that are Tenant's obligation to pay hereunder, and in the event Landlord does so, Tenant agrees to pay a reasonable fee for such services, as such fee may be determined from time to time. Without limitation upon the foregoing, Landlord has engaged Conservice Utility Management and Billing, a third-party billing provider, to bill Tenant for utilities and related taxes and fees. Tenant acknowledges that the billing provider is not a public utility. Landlord reserves the right to bill Tenant a fee which represents the costs of administration, billing, bill auditing, overhead and similar expenses and charges to be incurred by Landlord and Conservice during the Term of this Lease, and Tenant agrees to pay such fee as it may be charged by Landlord from time to time, see Terms page.

If Landlord does not provide electricity and Tenant is required to establish an account with the local utility provider, Tenant shall do so promptly in the Tenant's name. Tenant shall ensure that the start date for each such account is the Tenant's move-in date. If Tenant fails to comply with the conditions of this paragraph and Landlord is subsequently charged with utility charges attributable to Tenant's occupancy of the unit, then Tenant shall be issued (and shall pay) a bill for such services by Landlord or the billing provider, which shall include a service charge in the amount of \$50.



Such service charge is used to compensate Landlord for Tenant's failure to become the customer of record for such accounts, including, but not limited to charges assessed by the third-party billing provider to Landlord for processing of the bill for the delinquent time period, opportunity cost of the money not paid, and other administrative costs. Tenant and Landlord agree that the charge described above is a reasonable estimate of the costs incurred.

17. INTERNET & TELEVISION SERVICE

If Landlord is providing internet and/or cable service to Tenants, service is subject to Network Access, Acceptable Use and performance level terms (see below). If Tenants want additional television channels, voice service or additional internet capacity, they will be at Tenants' expense and Tenants must make arrangements through the Landlord-approved provider. These additional services not paid by Landlord must remain on and paid for by Tenants, in Tenants' names, through their contracted ending date regardless of whether Tenants have moved out.

Landlord shall not be liable for any interruption, surge, or failure of telecommunications services (including internet access, television service) to the Apartment or any damage directly or indirectly caused by the interruption, surge or failure. Tenants hereby release Landlord from any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.

Network Access

Tenant may find it necessary to purchase a network interface card, wireless PC card or other hardware in order to connect to the internet service. Landlord is not responsible for the purchase of these items and Landlord cannot guarantee compatibility with any device Tenants may have. The computer and network card must have software installed that supports the Internet Protocol commonly referred to as TCP/IP. Any conflicts between the software compatibility of the network and the Tenant's computer operating system or any other feature will be the responsibility of the Tenant to resolve. Landlord is not be responsible for software issues related to the user's personal computer.

Acceptable Use

Internet services, equipment, wiring and/or jacks may not be tampered with or modified. Internet users shall not setup, host or maintain "server" type services.

The Internet may be used for only legal purposes and to access only those systems, software and data for which the user is authorized, including, but not limited to, postal and electronic message systems. Sharing access to copyrighted material on the network is prohibited. Be advised that Landlord and Landlord-approved provider will cooperate fully with any law enforcement agency or official in the disclosure of all pertinent information pertaining to any investigation or prosecution of illegal conduct by an individual or suite where access of the Internet services were obtained.

All users of the Internet are advised to consider the open nature of information disseminated electronically, and should not assume any degree of privacy or restricted access to such information. Landlord and Landlord approved-provider strive to provide the highest degree of security for transferring data, but cannot be held responsible if these measures are circumvented and information is intercepted, copied, read, forged, destroyed or misused by others.

Performance Rises

Many factors affect the speed of access to the Internet. Internet users are not guaranteed the maximum service performance (throughput speed) level but commercially reasonable efforts will be made to ensure the highest possible quality of service is delivered. Tenant understands that any content that Tenant may access may be subjected to "caching." Simultaneous use of bandwidth applications (e.g.: streaming media) by multiple users may result in a user experience that is slower when compared to single user. Service outages for maintenance, equipment failures, or emergency servicing will happen over the course of the year.

18. TRASH REMOVAL

Trash must be disposed of in accordance with the directions of the Landlord as relayed from time to time. All trash must be deposited in appropriate receptacles and removed as it accumulates in the Unit, Common Areas, and the Property. Trash may not be kept in closets, hallways, basements, or other portions of the Unit, Common Areas, or the Property. Tenant must exercise reasonable consideration and care so that Tenant promptly and neatly dispose of all trash in a way that minimizes disruption, nuisance, noxious odors, and disturbances to other residents in the Property.

Additionally, Tenant may never place trash or debris outside of the front door to the unit, outside trash chutes, in any common area of the building, or on the patio or balcony. If Tenant violates local ordinances for removal of trash/recycling and Landlord is fined, Tenant must pay the fine and any costs incurred by Landlord as a result of the Tenant's actions.

Violation of this Paragraph shall subject Tenant to a reasonable fine levied by Landlord in its sole discretion as set forth in the Terms.

19. ANIMALS

No animals (including mammals, reptiles, birds, fish, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the Property unless authorized by Landlord in advance in writing. Except as expressly provided below, if Landlord allows an animal, Tenant



must sign a separate Animal Addendum and pay an animal deposit and animal fee. An animal deposit is considered a general Security deposit.

Any animal shall be the full responsibility of Tenant. Tenant must be consistently in control of the animal. If the animal is not under control or poses a risk to the health or safety of others, Tenant may be asked to remove the animal. Failure to do so shall constitute a Default under this Lease.

All animals, including service or therapy animals, must be harnessed, leashed or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents these devices.

Tenant is responsible for removing or arranging the removal of the animal's waste. This will result in placing the waste in a closed container and then removing the container to an outdoor trash bin.

All animals must be licensed and must display a license or its card at all times.

All animals must have an animal clean bill of health (including vaccinations and immunity shots against rabies) administered by a licensed veterinarian.

A request to have a therapy animal is considered a request for an accommodation. All such requests must be made with at least 30 days' written notice and will be reviewed on a case-by-case basis. Individuals making such requests must establish that they experience a documented disability and that the animal is indeed providing essential therapeutic benefit related to the documented disability.

Landlord will authorize a therapy animal or an emotional support animal after first receiving a written affidavit from a qualified health care professional verifying the Tenant's disability under Section 504 of the Fair Housing Act or relevant provisions of the Americans With Disabilities Act and the need for a therapy animal or emotional support animal; provided such animal does not pose a direct threat to the safety of other occupants of the Property. In such situation Landlord will not require an animal deposit and/or fee. If Tenant knows he/she will require a therapy animal or emotional support animal prior to or at the time of Lease signing, he/she must give 30 days prior written notice to Landlord requesting the accommodation. Landlord reserves the right to deny the accommodation or file for eviction of the Tenant.

Tenant must not feed stray or wild animals.

If Landlord consents to Tenant having a non-therapy animal and/or non-emotional support animal, Landlord will require Tenant to pay an animal security deposit as set forth in the Terms and execute an Animal Addendum. The animal security deposit must be paid at the time the Animal Addendum is signed. If Tenant or any guest violates the pet restrictions (with or without Tenant's knowledge), Tenant will be subject to charges, damages, eviction, and other remedies provided in this Lease. If an animal has been in the Unit at any time during the Tenant's term of occupancy (with or without Landlord's consent), Landlord will charge Tenant for de-fleaing, deodorizing, and shampooing the Unit. Initial and daily animal-violation charges and animal-removal charges are damages for Landlord's time and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. Landlord may remove an unauthorized animal by leaving, in a conspicuous place in the Unit, a 24-hour written notice of intent to remove the animal. Landlord will turn the animal over to a humane society or local authority. Landlord won't be liable for loss, harm, sickness, or death of the animal. Tenant must pay for the animal's reasonable care and kenneling charges. Landlord has no lien on the animal for any purpose. For Tenants with authorized service animals, Landlord will charge Tenant for de-fleaing, deodorizing, and shampooing the Unit, if Landlord deems necessary, after the Tenant vacates the Unit after tenancy.

20. UNAUTHORIZED VEHICLES

- a. Tenant may not park any vehicle on the Property unless Landlord and Tenant have agreed in writing to allow tenant to park a vehicle on the Property.
- b. No unregistered or disabled automobiles, trailers, campers, boats, etc. are allowed on the Property at any time.
- c. Tenant may not wash or clean automobiles or make repairs to automobiles on the Property.
- d. Landlord may tow, at Tenant's expense, any vehicle determined by Landlord to have been Abandoned or parked in violation of this Lease, the Parking Lease, other property parking regulations or otherwise in violation of law.

21. NOTICES

Landlord and Tenant must send all notices by: (1) email messaging using Landlord's electronic messenger system ("EMS"), or (2) pre-paid postage via certified or registered mail or nationally recognized overnight courier (e.g., FedEx) only. Hand delivery shall be deemed ineffective notice. "Text messaging" or "texting" shall be deemed ineffective notice.

22. WRITTEN CHANGES TO THE LEASE

All of the promises and understandings between Landlord and Tenant are contained in this Lease. There are no other promises or understandings between the parties. Any changes to this Lease must be in writing signed by both Landlord and Tenant. Neither Landlord nor any of Landlord's representatives have the authority to make any oral promises, representations or agreements. This Lease constitutes the entire agreement between Landlord and Tenant. Landlord's representatives have no authority to waive, amend, or Terminate this Lease or any part of it, unless in writing, and no authority to make promises, representations or agreements that impose security duties or other obligations on Landlord or Landlord's representatives unless in writing. Notwithstanding, Landlord reserves the right, and Tenant hereby acknowledges such right, to adopt new or modify existing rules and regulations upon notice to Tenant.



23. MAINTENANCE

Landlord agrees to do any maintenance or structure repairs that are needed to the Unit. Tenant agrees to keep the Unit clean, neat and safe. Landlord shall act with customary due diligence to:

- a. keep common areas reasonably clean
- b. maintain fixtures, furniture, hot water, heating, and A/C equipment
- c. substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing
- d. make all reasonable repairs, subject to Tenant's obligation to pay for damages for which Tenant is liable.

Tenant agrees to:

- a. immediately report to Landlord any damages or needed repairs
- b. pay for repairs which are needed due to the fault of Tenant or any of Tenant's family or guests
- c. register with Landlord's EMS and to transmit all maintenance requests through the EMS

Landlord may temporarily turn off equipment and/or interrupt utilities to Tenant's Unit and/or the Property to avoid property damage or to perform work requiring such interruption as determined in Landlord's sole judgment. Landlord will not be liable for any inconvenience, discomfort, disruptions or interference with Tenant's use of the Property because Landlord is making repairs, alterations or improvements to the Unit or the Property. If Tenant requests any repairs, and Landlord approves such request, the repairs will be done during Landlord's usual working hours unless Tenant requests in writing that such repairs be done during other hours. If Landlord approves such request then the Tenant will have to pay in advance any additional charges resulting from such request.

Tenant agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Unit. Tenant shall (a) remove any visible moisture accumulation in or on the Unit, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in kitchen and bathroom when necessary, (d) keep climate and moisture in the Unit at reasonable levels, (e) clean and dust the Unit regularly, and (f) keep the Unit, particularly the kitchen and bath, clean and dry.

Tenant shall promptly notify Landlord through the EMS of the presence of any of the following conditions:

- a. a water leak, excessive moisture, or standing water inside the Unit or any Common Areas
- b. mold or mildew growth in or on the Unit that persists after Tenant has tried to remove it as directed above
- c. a malfunction in any part of the heating, air-conditioning, or ventilation system in the Unit

Tenant shall be liable to Landlord for damages sustained to the Unit or to Tenant's person or property as a result of Tenant's failure to comply with the terms of this subsection. If Landlord incurs the cost of pest control in Tenant's Unit or the Property as a result of Tenant's actions, all Tenants in the Unit shall be responsible for the cost as permitted by state or local law or ordinance.

Tenant agrees to maintain the Property in a manner that prevents the occurrence of an infestation of bed bugs and other pests. Tenant shall immediately notify Landlord of the presence of bedbugs and any other pests. Tenant shall (a) keep the Property in a clean and sanitary condition at all times, (b) not introduce any furniture or textiles from unknown sources into the Property, (c) cooperate with Landlord in eradicating any pests, (d) take the measures recommended by a qualified expert, and (e) immediately notify Landlord of any re-infestation or indications that treatment has been ineffective. If Tenant fails to observe these Lease requirements and there are repeated instances of infestation of bedbugs or other pests that cannot be traced to another source, Tenant will be responsible for the cost of the treatment to the Property and any costs associated with cleaning other Tenants' belongings or other portions of the Property as necessary to eradicate the infestation as permitted by state or local law or ordinance.

If Landlord believes that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to Tenant, Landlord may Terminate this Lease by giving the Tenant at least five (5) days' written notice. Landlord may also remove personal property if it causes a health or safety hazard. If the Lease is so Terminated, Landlord will refund prorated Rent, less lawful deductions.

24. CHANGES TO THE PROPERTY

Tenant must get written permission from Landlord before Tenant makes any changes, improvements or additions to the Unit. Tenant agrees that Landlord will not pay for changes made to the Unit unless Landlord agreed in writing to pay for the changes. Tenant may not paint any portion of the walls, ceiling, or floor in the Unit or the Property.

25. LANDLORD'S ENTRY ONTO THE PROPERTY

Landlord or Landlord's agent may enter the Unit by any means necessary (and Tenant has no right to refuse entry to Landlord if proper notice is given and/or in accordance with state or local law or ordinance):

- a. by giving Tenant a prior written notice of intent to enter Unit no less than two days in advance in accordance with state or local law or ordinance.
- b. without notice to Tenant in the event of an emergency or situation where it is impractical to give twenty-four (24) hour notice such as inspection of possible lease violation, provided Landlord gives Tenant notice of such emergency entry within 24 hours of having made such emergency entry and it is in accordance with state or local law or ordinance.
- c. if noise inside Tenant's Unit constitutes a public nuisance or is too loud to hear someone knock at the door



- d. with reasonable prior written notice to Tenant to show the common area of the Unit and any vacant bedroom to a prospect.

26. LANDLORD'S RESPONSIBILITY

Landlord is not responsible for any loss, expense, injury or damage to any person or property caused to items including, but not limited to, theft, fire, ice, snow, rain, water, plumbing or pipe leaks, malfunction of appliances, interruption of any utilities or services of the property, power surges, and sprinkler systems.

Except for Landlord's liability arising under applicable law, Tenant, for Tenant and for Tenant's guests, releases Landlord and Landlord's respective successors, together with each of their officers, directors, shareholders, employees, attorneys, agents and affiliates (collectively, the "released parties") from any and all claims and/or damages (a) for loss or theft of Tenant's or Tenant's guests' personal property and/or (b) which may arise out of any accidents or injuries to Tenant, members of Tenant's family or Tenant's guests, in or about the bedroom, the unit, the building, or the Property, even if such claim or damage was caused in whole or in part by the negligence of the released parties. Tenant assumes for Tenant and all members of Tenant's family and Tenant's guests, any and all risks from any accidents in connection with use of the Unit, the Common Areas, the Property and Property Facilities or other amenities, it being understood that all such facilities and amenities are gratuitously supplied for Tenant's use and at the user's sole risk. Tenant hereby indemnifies Landlord and each of the released parties from and against any and all claims, liabilities, actions, costs and damages which Landlord or any of them may suffer or incur as a result of Tenant's negligence, willful misconduct, and/or violations of this Lease.

27. SECURITY DEVICES

Tenant acknowledges and agrees that Landlord is NOT obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security (collectively, "Security Services"). In the event and to the extent Landlord furnishes any such Security Services, Landlord can, at its sole and absolute discretion, modify or discontinue any of such items provided at any time without notice. Tenant acknowledges and agrees that any and all electronic Security Service equipment and records are the sole and exclusive property of Landlord and shall not be available to Tenant without an order from a court of competent jurisdiction.

28. LANDLORD'S RIGHTS

The following are in addition to rights of Landlord under the law.

- a. If Tenant breaks any condition of this Lease, any Addendum to this Lease, or the Rules and Regulations, Landlord can:
 1. collect any past due Rent and utility payments and any sums which are due for the rest of the Term from Tenant
 2. collect damages caused by Tenant, Tenant's breaking any conditions of the Lease, or Tenant's doing of any act which is not permitted by the Lease
 3. go to court to evict Tenant and take possession of the Unit
 4. go to court to recover:
 - (i) Rent or Additional Rent, which is due from Tenant
 - (ii) Damages
 - (iii) to the extent allowed by law, reasonable costs and expenses which are spent by Landlord to enforce this Lease, including court costs, collection costs and attorneys' fees
- b. These are not the only rights Landlord has if Tenant breaks this Lease. Besides ending this Lease and getting a court order to evict Tenant, Landlord can sue Tenant for unpaid Rent and other damages, losses or injuries. If Landlord receives a court order for a money judgment against Tenant, Landlord can use the court process to take Tenant's personal goods, motor vehicles and other assets.

29. FIRE OR OTHER CASUALTY

If in Landlord's reasonable judgment, the Unit, the Building or the Property is materially damaged by Fire or other casualty, Landlord may terminate this Lease with written notice within a reasonable time after such determination. If the Landlord does terminate the Lease and Tenant did not cause the loss, Landlord will refund prorated, prepaid Rent, less lawful deductions. If Landlord determines that material damage has not been caused to the Unit, the Building or the Property, or, if Landlord has elected not to Terminate this Lease, Landlord will, within a reasonable time, repair any damages.

30. LOSS OF LANDLORD'S RIGHTS

Landlord does not give up rights by accepting Rent, Additional Rent or by delaying, or not enforcing any condition in this Lease.

31. TAKING OF PRIVATE PROPERTY

- a. Legal authorities are able to take property after paying for it. This is known as "condemnation."
- b. Tenant agrees that if the Property, part of the Property, or the land on which the Property is located is taken:
 - 1) Landlord can end this Lease for any part of the Property that is taken
 - 2) Landlord is not responsible for claims of Tenant for inconvenience or loss of use of the Property or any part of the Property
 - 3) Tenant, by signing this Lease, has given to Landlord any rights which Tenant may have to any money paid by the legal authorities for the taking of the Property

32. UNENFORCEABLE LEASE CONDITIONS

If any court determines that any condition or part of this Lease is illegal or unenforceable, the rest of the Lease shall continue in full force and effect.



33. SALE OF PROPERTY

A new owner can end this Lease by giving Tenant 60 days' written notice if there is:

- a. a sale or transfer of the Property
- b. a sale of the land or buildings in which the Unit is located

34. TRANSFER BY LANDLORD

Landlord may transfer this Lease without Tenant's prior approval. If transferred, the Tenant's obligations are assigned to the new Landlord. The new Landlord will have all of the rights that the current Landlord has under this Lease.

35. EARLY TERMINATION OF THE LEASE

This Lease may not be Terminated prior to the end of the Term unless it is agreed to in writing by both Landlord and Tenant and a new Tenant (approved by Landlord) is found to replace the existing Tenant. Landlord has no obligation to end this Lease before the expiration of its Term. If Landlord agrees to end the Lease prior to the expiration of the term, a charge will apply and must be paid before the Lease is officially Terminated. The Application Fees and other Fees are never refundable.

36. RE-LETTING

Tenant may not transfer this Lease or assign or sublet the Unit, nor any part of the Unit, without Landlord's prior consent, which Landlord may deny in its sole determination. Landlord shall accept a reasonable sublease proposed by Tenant. Subject to Landlord's prior written consent, if Tenant wishes to re-let, he/she must provide written notice to the Landlord. If Tenant finds a replacement Tenant acceptable to Landlord and Landlord expressly consents to the replacement, then:

- a. such substitute Tenant will be obligated to pay the standard application fee, which shall be immediately due and payable
- b. the departing Tenant must pay for all damage to the Unit and the Property as provided in this Lease
- c. the departing Tenant will be obligated to pay a re-let fee as set forth in the Terms
- d. the replacement Tenant must meet the rental criteria
- e. the replacement Tenant must fully complete and execute a new Lease and all addenda, and cause a new Guarantee to be executed and delivered
- f. a rekeying fee will be due if rekeying is requested or required
- g. the departing Tenant will no longer remain liable for all Lease Contract obligations for the rest of the original Lease Contract term

NOT A RELEASE. The re-letting fee is not a Lease Contract cancellation fee or buyout fee. It is a liquidated amount covering only part of Landlord's damages; that is, Landlord's time, effort and expense in finding and processing a replacement. Tenant agrees that the re-letting fee is a reasonable estimate of such damages and that the fee is due whether or not Landlord's re-letting attempts succeed. The re-letting fee does not release Tenant from continued liability for future or past-due Rent; charges for cleaning, repairing, repainting, unreturned keys, or other sums due.

SERVICE MEMBERS CIVIL RELIEF ACT: If, during the term of this lease, Tenant enters military service or, if during military service the Tenant receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days, Tenant may Terminate this lease by delivery of a written notice and a copy of the military orders. Tenant must immediately deliver written notice to Landlord upon receipt of military orders, change of station or deployment orders or letter. The termination will be effective 30 days after the first date on which the next rental payment is due after the notice is delivered. This paragraph is intended to comply with the Service members Civil Relief Act (SCRA). In the event of a conflict between this paragraph and the SCRA, the SCRA shall prevail. In the event modifications to the SCRA invalidate portions of this lease, the lease shall be interpreted so as to be in compliance with the SCRA.

37. LEASE RENEWAL

- a. If you intend to renew your Lease, you must renew the lease by the deadline provided by the Landlord in order to guarantee continuing residence in your Unit and Bedroom. If you don't, we may lease your space to another person and you will be required to move from your space by the Lease Ending Date.
- b. If you desire to transfer to a new Unit or Bedroom upon renewing your lease, you may be required to pay a renewal transfer fee as set forth in the Terms. The option to transfer when renewing is at the sole discretion of the Landlord.

38. ENDING THE LEASE

- a. This Lease will end at the time and date listed in the Basic Terms herein. Neither the Landlord nor the tenant may extend the term of this Lease without the written consent of the other party. Failure to leave at the end of Lease shall be a violation of this Lease.
- b. If Landlord fails to repair or remedy a condition for which it is obligated, by law, to repair or remedy, Tenant may pursue remedies under state and local law, including the possibility of terminating this Lease, by completing the following:
- c. Tenant must make a request through Landlord's EMS for repair or remedy of the condition – after which Landlord shall have a reasonable time consistent with state and local law for repair or remedy
- d. If the repair or remedy still has not been accomplished within that reasonable time period, Tenant may ultimately Terminate this Lease by giving Landlord a final notice through Landlord's EMS
- e. If this Lease has ended and tenant does not leave on the Lease ending date, Tenant must pay \$500 a per day charge as Holdover for the additional time in the unit for the extra time spent in the premises (payable daily in advance without notice or demand) plus, all of our



damages and damages of the person who could not move in because of your Holdover.

39. LEAVING THE UNIT

SURRENDER AND ABANDONMENT.

Tenant will be deemed to have surrendered the Unit when (1) no one is living in the Unit in Landlord's reasonable judgment at the Lease termination date and time, or (2) all Unit keys and access devices have been turned in to Landlord—whichever date occurs first.

Tenant acknowledges and agrees that prior to the Ending Date, no surrender of the Unit, whether by delivery of keys or other action, shall be deemed to have terminated this Lease or Tenant's obligations hereunder.

40. TENANT'S DUTIES AT END OF THE LEASE

In addition to any other duties which the Tenant has under this Lease, Tenant will:

- a. leave the Unit when the Lease ends and return all keys and access devices/remotes to Landlord
- b. return the Unit, including all common areas clean and free of garbage or trash and in good order and repair, reasonable wear and tear excepted
- c. comply with all other terms of this Lease

If requested, Tenant may also be present at the time of the move-out inspection at the end of the lease. Tenant must contact management to schedule an appointment for the inspection at least thirty (30) days prior to the move out date assigned on page 1 of this Lease.

A copy of the move-out procedures, which details the cleaning and Unit standards as well as the potential charges, may be obtained from Landlord at Tenant's request.

41. ATTORNNMENT

Tenant hereby agrees that the Tenant will recognize as its Landlord under this Lease and shall attorn to any person succeeding to the interest of Landlord in respect of the land and the buildings on or in which this Unit is contained upon any foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage.

42. HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT

Tenant agrees that Landlord does not promise, warrant or guarantee the safety and security of Tenant, Tenant's guests or Tenant's personal property against the negligent, reckless or criminal actions of other Tenants or third parties, except as required by law. In addition, Landlord shall not be liable for any damages or injury to Tenant, Tenant's guests or Tenant's personal property or to any person entering the Unit or the Property, or for injury to person or property arising from casualty occurring in or about the Unit or Property, except as required by law. Tenant agrees to indemnify and hold Landlord harmless from all claims, costs, and expenses arising from injury to person or property of Tenant or any of Tenant's guests regardless of the cause, unless the injury is due to Landlord's negligent or intentional conduct, except as prohibited by law.

43. ADDITIONAL TERMS

The Terms attached hereto are part of this Lease and contain important information about your relationship to Landlord under this Lease. Please review them carefully.

44. RULES AND REGULATIONS

Landlord may make reasonable rules and regulations to protect:

- a. the Property and the property of other Tenants, neighbors, or other people
- b. the comfort, safety or rights of other Tenants, neighbors, or other people.

Tenant Accountability: Tenants found to be in violation of any portion of the Lease or these Rules and Regulations may be subject to the following: a private meeting with the Property Manager, a written warning (with copies placed in file and sent to guarantors), restriction from areas or events, relocation within the Property, fines, eviction or criminal and/or civil prosecution.

Violations of these RULES AND REGULATIONS will result in Tenant being billed for Landlord's costs, and may result in fines as follows:

First: A written warning in the form of a first breach of rental agreement will be issued to the Tenant stating the first breach.

Second: A \$250 charge assessed against the Tenant.

Third: A \$1000 charge assessed against the Tenant.

Fourth: Possible Eviction

The fines above may be increased at Manager's discretion and manager may elect to fine or evict Tenant for any single violation of the rules and regulations, should manager reasonably believe the infraction was severe enough to warrant such action. Fines will double and/or result in eviction in the event the Tenant is found to have lied to or deceived the Landlord when discussing the details of a lease violation.



45. VANDALISM

Vandalism of any Bedroom, Unit, and/or Property is prohibited.

46. SECURITY CAMERAS

The common areas or certain parts of the common areas of the Property may be monitored by either recorded or live surveillance devices. Any person or persons engaging in illegal activities, damaging actions, and/or vandalism may be subject to prosecution under state or local statutes and legal action by Landlord. No cameras exist in any restroom or tanning bed room. Tenant hereby acknowledges that the restrooms and tanning bed rooms are the only areas, besides the Unit, on the Property where there is a reasonable expectation of privacy.

47. BALCONIES, PATIOS, WINDOWS, AND CARE OF UNIT

All Balcony and patio areas are to be kept clean and orderly. They are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies or patios at any time. Kegs are prohibited on the Property and within the Unit, including balconies or patios. Additional lights are not permitted on the balconies or patios. Only patio furniture may be kept on balconies or patios. Only 1/3 of balcony space may be covered by patio furniture. Gas and charcoal grills are not allowed on patios or balconies. Tenant further agrees that they will be solely responsible for any property damage or bodily injury liabilities and responsibilities arising from any violation of this rule, whether by Tenant or its guests. Landlord reserves the right to remove and discard any items or rubbish stored in the balcony or patio area that is not permitted. Balcony fines will be assessed to the entire Unit unless it can be proven that the belongings in violation are the sole responsibility of one or a fraction of the Tenants occupying said Unit.

Windows and doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If Landlord provides blinds on windows, Tenant may not remove such blinds. If Tenant installs draperies over the blinds, any damage will be repaired at Tenant's expense. No article, sign, poster, decoration or thing may be hung or placed on the outside of a Unit, or displayed on the inside of Unit so as to be visible from the outside of Unit. Screens, if provided, must remain permanently in place at all times and should never be removed.

Damage to property, including, but not limited to, paint, plaster, walls, appliances, doors, cabinets, carpet, floors or furniture, or damage to any part of the Unit caused by leaving windows or doors open during inclement weather will be the responsibility of Tenant.

Any item coming off a patio or balcony, or out of a window, is strictly prohibited, regardless of intent or if item was thrown, falls, or is otherwise ejected. Tenant understands that in the event that ANY items come off a balcony or window, due to any action by the Tenant or Tenant's guests, Tenant will be subject to an immediate \$1,000 fine and potential eviction and shall be subject to criminal prosecution. In the event of abuse of the balcony or violation of this rule, Landlord reserves the right to secure the balcony door so that Tenant may not access the balcony.

48. NO SOLICITATION OR DISTRIBUTION OF MATERIALS

Tenant(s) may not distribute, post or hang any signs or notices in any portion of the Property, without written approval from Landlord. Solicitation shall not be permitted at the Property, either by Tenant or others.

49. LOCKS AND KEYS

Locks may not be changed or added by Tenant without prior written permission of Landlord. Locks must be left in place upon vacating the Unit. Landlord must have keys to all changed locks. All keys and, if applicable, gate cards, internet, television devices, equipment access devices and remotes must be returned to Landlord upon termination of occupancy, or Landlord may charge actual replacement costs plus a 15% administrative fee. Please refer to "Terms" page.

50. NO SMOKING

Smoking is strictly prohibited anywhere on the Property including, but not limited to, in the Unit, all amenity areas, and common areas (including the pool deck). Any Tenant found in violation of this policy will be immediately fined by management and risks fines imposed by city ordinances. Disabling smoke detectors is a default under this Lease.

51. STAFF COMPLIANCE

Tenants are required to comply with directives from staff, security personnel, and police and/or fire personnel at all times. Failure to comply with staff, security personnel, police and/or fire personnel will be considered a material breach of the lease and in addition to any other remedy allowed in this Lease or by law, shall subject Tenant to an immediate fine of up to \$1,000 and/or eviction.

52. PARTIES

Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers, which are larger than one gallon, are permitted on the Property. Kegs are prohibited on the Property and within the Unit and on balconies. Glass containers of any type or any other container containing alcohol are not permitted in common areas of the Property. Open containers of any kind containing liquid are not permitted in the hallways, lobby, or parking garage.



Landlord or its agents may make periodic inspections of Tenant's Unit in order to ascertain any physical problems and also to ensure that Landlord's property is being cared for properly. If during the course of an inspection, stolen property (i.e., unauthorized property, highway signs, etc.) or contraband is found, it will be removed by personnel immediately and Tenants of Unit may be subject to civil action.

It is illegal to use or possess illegal drugs or other controlled substances in both public and private spaces. Tenant(s) using, possessing or selling illegal drugs will be subject to disciplinary and/or criminal action, fines and possible eviction per these RULES AND REGULATIONS. No warning notice will be given and fines and/or eviction may be assessed at the Landlord's discretion.

Tenant, on behalf of Tenant and Tenant's guests and invitees, agrees to use and occupy the Unit in strict accordance with all applicable laws, regulations and ordinances. This shall specifically apply, without limitation, to all laws, regulations and ordinances relating to the possession and consumption of alcohol and drugs. A breach of this paragraph shall be a material breach of this lease. Failure to comply with the provisions of this paragraph shall be deemed a material breach of this Lease. The Property Manager has full discretion regarding disciplinary action depending on the severity of the incident.

53. PLUMBING AND GARBAGE DISPOSAL

Sinks, toilets, and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Sweepings, rubbish, rags, or other foreign substances shall not be thrown in such plumbing apparatus. The cost of repairs/replacement resulting from any damage to such apparatus and the cost of cleaning or repairing plumbing resulting from misuse shall be borne by Tenant.

Tenant agrees to not place hard objects, such as bottle caps, tab tops, pits of fruit, etc. in the garbage disposal in order to avoid a jam. Fibrous materials such as cigarettes, paper, banana skins, etc. will plug the disposal. In the event Landlord is called to fix a disposal and such materials are found therein, Landlord reserves the right to charge Tenant for the expense occurred.

54. MAIL

The mailbox is to be used jointly by all the Tenants assigned to Tenant's Unit. Packages may be received at the office. However, Landlord takes no responsibility for lost, damaged or stolen property left with the office. If Tenant decides to have packages dropped at the office, Tenant is doing so at Tenant's own risk. Landlord encourages all Tenants to obtain the appropriate insurance when having packages delivered. Packages which are not claimed within 30 days will not be held. Landlord reserves the right, at any time, to discontinue its acceptance of packages and reserves the right, on a case by case basis, to refuse to accept certain packages if Landlord is not comfortable accepting a particular package.

If the Postmaster serving the Apartment Property has instituted or begins instituting during this Lease "single drop delivery", Landlord will place Tenant's mail in the mail box, but assume no liability for mis-delivery, delays in delivery and/or failure of delivery.

55. GUESTS / DELIVERIES

Landlord acknowledges the right of Tenant to entertain guests, but requires that order and tranquility prevail at all times. Any guest staying overnight for more than two consecutive 24-hour periods must receive written approval from Landlord. If Tenant violates this Section, Tenant will be charged a fee as set forth in the Terms for each night on which an unauthorized guest stays overnight (i.e., longer than two consecutive 24-hour periods) and will be subject to disciplinary/legal action, up to and including eviction for all violations of this rule. Tenant will also be responsible to pay all fines as a result of guest behavior that violates rules, regulations, and policies of this Lease.

Tenant's guests must abide by these RULES AND REGULATIONS. As host, Tenant is held accountable and is responsible for the conduct of Tenant's guests at all times. All guests entering the building must be registered through Landlord's guest registry system and have a valid photo ID on their person at all times.

Landlord will utilize Tenant's phone number and/or email address to verify guests in the guest registration system. Therefore, it is the responsibility of the Tenant to notify Landlord if there is a change in telephone number, email address, or general contact information. Landlord reserves the right to deny any guest access to the Property for any reason including non-payment of rent by Tenant.

No key will be given to any guest, delivery service, maid service, and etc. without prior written permission from Tenant, and even with Tenant's prior written permission, Landlord shall have no obligation to provide a key to any such person.

Guests become the responsibility of Tenant once they enter the building. From the time the guest enters the building until he/she reaches an apartment, they are the guest of the Tenant who submitted their name to the guest registry system.

Tenant will be responsible for the cost of repairs for any and all damages caused, in whole or in part, by an excess number of people within the Unit. Tenant is responsible for the actions of Tenant's guests at all times while guests are on the Property or in any Unit. Landlord may exclude guests or others who, in Landlord's judgment, have been violating the law, violating this Lease or any property rules, or disturbing other Tenants, neighbors, visitors, or Landlord's representatives. Landlord may also exclude from any patio/balcony or anywhere on the Property a person who refuses to or cannot identify himself or herself as Tenant or Tenant's guest. Tenant's failure to comply with Landlord's request of exclusion of a guest will result in eviction of Tenant. Landlord reserves the right to limit the number of guests of permitted to enter the building.



56. NOISE

Tenant, members of Tenant's family, and guests shall at all times maintain order in Unit and at all places on the Property, and shall not make or permit any loud, improper, objectionable, disturbing or boisterous conduct or noise or otherwise disturb the comfort or interrupt the sleep of other tenants.

Landlord reserves the right at any time to fine Tenant, contact guarantors, or declare Tenant in violation of the Lease due to excessive noise and disturbances. Landlord and/or its agents on duty are the sole judge(s) of excessive volume Rises, and reserve the right to enforce these rules.

Any general noise disturbances, i.e. noise from music, parties, machinery, etc., should be reported to Landlord or Landlord's representative immediately. Tenant waives all rights to privacy when noise coming from Unit is so loud that Tenant is unable to hear Landlord knock. Landlord may enter unit to lower or eliminate noise Rises.

Tenant will be found in violation of this Lease and will be subject to fines and other disciplinary action if Landlord receives notice from the Police Department that noise Rises were excessive.

57. COMMON AREAS

Tenant recognizes that the common area facilities, which may include such items as an Exercise Room, Sauna, Volleyball Court, BBQ Area, Swimming Pool, Parking Garage, Commercial Spaces, Television Room, or other similar facilities (hereinafter said Common Area Facilities are collectively referred to as "Facilities"), have been made available by Landlord to Tenant.

Policies for Facilities are posted in a conspicuous location and MUST be observed at all times. Anyone who violates these policies risks losing the privilege of using these Facilities and/or eviction.

Only the Tenant and the invited guests accompanied by Tenant may use the Facilities provided by Landlord. Facilities may be used by such persons only in strict compliance with the posted policies and procedures. From time to time supplemental rules and regulations may be adopted by Landlord with respect to each FACILITY and will either be posted in appropriate areas or furnished in writing to Tenants.

Neither Tenant nor Tenant's guests may use the Facilities, parking lots or grounds in such a manner that interferes with the enjoyment of other Tenants.

The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed or used for any purpose other than ingress and egress. Use of common areas within the Property shall be governed by these RULES AND REGULATIONS and any Policies posted in the Facilities. Facilities shall be used at the risk of Tenant and Tenant's family and guests. No guest shall be permitted within the Facilities unless Tenant is also present. Tenant indemnifies Landlord and holds Landlord harmless against all claims for personal injury sustained by Tenant and Tenant's family and/or guests in their use and enjoyment of the Facilities. Glass containers pose a serious risk of injury and are prohibited anywhere in the Common Areas on the Property.

In order to use Facilities, Tenant agrees that:

- a. Tenant shall not permit any guests to use Facilities without Tenant present
- b. Tenant shall use Facilities in a prudent manner, consistent with the customary use of the Facilities.
- c. Tenant shall not use Facilities in a manner which is offensive or dangerous to Tenant or any users of Facilities.
- d. Tenant will follow policies as established by Landlord in connection with the operation of Facilities.
- e. Landlord shall have the right to discontinue providing any or all Facilities at any time and for any reason.
- f. Landlord does not provide attendants or supervision of any kind for Facilities.
- g. Landlord has made no representation (i) that Landlord's representatives have any expertise in the operation of Facilities, (ii) that Facilities are fit for any particular purpose or (iii) as to the physical condition and operation of Facilities
- h. Use of Facilities by Tenant shall be wholly at Tenant's own risk.

Landlord reserves the right to prohibit use of Facilities to any individual that Landlord, in its sole judgment, believes has failed to comply with any of the provisions of this Section.

Unauthorized pets are not allowed within the Facilities or Unit at any time for any reason. A fine as set forth in the Terms will be assessed to Tenant for any violation of this policy by Tenant or Tenant's guest; payment of any such fine shall not relieve Tenant of Tenant's obligation to remove the unauthorized pet from the property.

In connection with Tenant's use of Facilities, Tenant is responsible for payment for damages or costs to Landlord from any claim based upon the acts of Tenant or Tenant's guests (which are prohibited from using Facilities); and

Tenant may not access any property facilities, common areas, or commercial spaces during unauthorized hours or times.



58. POOL/SPA/OUTDOOR RECREATION AREA USE

If an pool/spa/outdoor recreation area is provided, Landlord shall (in its sole discretion) have the right to require Tenants and Tenant's guests to wear Landlord-issued wristbands while in these areas at such times as Landlord requires. If Landlord so requires, Tenants will be provided with a wristband at the time of move-in and guest wristbands can be obtained during normal business hours from the front desk. Individuals without a wristband may be required to leave these areas and may be subject to disciplinary action in accordance with paragraph 3 of the rules and regulations.

Smoking and glass are strictly prohibited on the pool/spa/outdoor recreation area. Individuals caught smoking or possessing glass will be subject to an immediate fine as set forth in the Terms and will be required to leave these areas. Repeat violations will result in additional fines, revocation of amenity privileges, and/or eviction.

59. FITNESS FACILITY

If a fitness or activity facility (including, without limitation and by way of example only, a fitness room, bowling alley, climbing wall, pool, boxing ring, billiards room, etc.) (each, a "Fitness Facility") is provided, you understand that the use of the Fitness Facility at the Premises and its equipment is solely at your own risk. To the extent permitted by law, neither Owner, nor Manager, or any of its employees (collectively the "Owner Parties" assumes any liability for injuries you, or your guests may sustain from use of the Facility or equipment. You expressly acknowledge that there are certain dangers and risks inherent in the use of exercise facilities, which may result from accidents, negligence, the use of equipment, exercise or other activities, or due to your physical condition. You expressly acknowledge that you voluntarily assume sole risk for any and all dangers, illnesses, damages, personal injuries and death that may result while using the Fitness Facility and/or while participating in exercise with or without instruction. You represent that you understand the potential risk to one's health while exercising and/or using the Fitness activity, which may include severe injury or death.

Rules may be posted at the Fitness Facility and you agree to follow any additional rules posted. You should consult a physician before using any fitness equipment. We urge you to be considerate of others and wipe down equipment after its use. You agree to report any damaged or broken equipment to the management office immediately, so that the equipment may be placed "Out Of Service" until repairs have been made. You will not attempt to make any repairs to the equipment yourself. You understand that the use of these facilities is a privilege that may be revoked if I abuse the equipment or guidelines. By utilizing any equipment in a Fitness Facility or by being present in a Fitness Facility, you will be deemed to have represented and warranted that you fully understand all risks normally associated with participation or presence in such Fitness Facility or activity and fully indemnify and release Landlord from any and all injuries and damages caused to you. You agree that you may not enter any Fitness Facility without Landlord's prior consent, that you will not allow anyone to access a Fitness Facility unless that person has received Landlord's consent, and that Landlord reserves the right to deny access to any Fitness Facility to any Tenant or other person whom Landlord judges to be a risk to the safety of any person or equipment located therein.

60. FIRE SAFETY

Immediately call 911 in the event of a fire emergency.

Landlord shall furnish smoke detectors in good working order, when Tenant first takes possession. Tenant must immediately report smoke detector malfunctions to Landlord. Neither Tenant nor others may disable smoke detectors. If Tenant disconnects or intentionally damages the smoke detector or does not replace batteries as needed, Tenant may be liable to Landlord for necessary damages as stated in state statutes. If Tenant disables or damages the smoke detector or fails to report malfunctions to Landlord, Tenant will be liable to Landlord and others for any loss, damage, or fines from fire, smoke, or water. Tenant is responsible for the cost of battery replacement for the smoke detectors.

Tenant agrees:

- a. to notify Landlord immediately through Landlord's EMS if Tenant perceives there to be any problem, defect, malfunction or failure with the smoke detectors in Unit
- b. not to remove, modify, damage or service the smoke detector(s) other than replacing batteries when needed
- c. that Landlord is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s)
- d. that Tenant assumes full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the smoke detector(s). This responsibility will exist even if such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of the smoke detector(s)
- e. that Landlord is not responsible for false alarms or malfunctions of the smoke detector(s) or any resulting inconvenience, expense, or consequences

If Tenant's Unit contains an overhead sprinkler system, Tenant must take care not to intentionally or unintentionally trigger the overhead sprinkler system in Tenant's Unit. Tenant may not hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. Landlord will not be responsible for any damage that occurs as a result of such situations. Tenant will be responsible for any and all damages to the Unit, other units, and the Property resulting from Tenant's triggering of the sprinkler system through carelessness, negligence, or misconduct.



Space heaters and other similar appliances are prohibited. Appliances or items that use excessive amounts of electricity and/or create excessive heat are prohibited.

Candles or any other burning devices (including incense, sterno, kerosene, or oil lamps) are not permitted within Unit or any area of the Property. Neither Landlord nor Management Company will be responsible for any damage resulting from the use of such items.

61. WEAPONS

Possession of any weapon (or ammunition) is prohibited unless Tenant is required by law to possess it, in which case Tenant must disclose to Landlord in advance both:

1. The law obligating Tenant to possess, and
2. A detailed description of any such weapon.

This includes but is not limited to guns, swords and knives with the blade over five and a half inches. Possession of facsimile weapons is also prohibited. This includes but is not limited to pellet guns, air soft pistols and B.B. guns. Serious injury has occurred in situations where facsimile weapons have been mistaken for actual weapons.

62. HARASSMENT

Harassment involves behavior towards another person that is unwanted. This can include, but is not limited to, unwanted comments, unwanted touching, derogatory language or bullying. Any of these behaviors may lead to disciplinary action as determined by Landlord in its reasonable discretion, leading up to and including fines or eviction.

In order to help ensure the safety and security of all residents, staff, and guests, physical violence will not be tolerated. Any Tenant found to have engaged in conduct amounting to physical violence or presenting a threat of serious physical danger will be subject to immediate consequences to the fullest extent of the law, including possible eviction proceedings.

63. PHOTOGRAPHS

Tenant hereby gives Landlord permission to take photographs during Landlord hosted functions or activities which may then be used for the Property newsletter, bulletin board, website, social media, or other publications for marketing purposes.

64. DRUG POLICY

Tenant, and all guests or invitees of Tenant, shall not engage in the illegal possession, manufacture, purchase, sale, use, or distribution of drugs or controlled substances (or related paraphernalia) in the Unit or elsewhere on the Property or Premises. Violation of this provision shall be deemed a material violation of the Lease and constitute good cause for immediate remedial action by Landlord in Landlord's sole discretion, leading up to and including (without limitation) fines and the institution of eviction proceedings.

65. OFAC COMPLIANCE

(a) Tenant represents and warrants that (i) Tenant and each person or entity owning an interest in Tenant is (A) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") or any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"); and (B) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States; (ii) none of the funds or other assets of Tenant constitute property of, or are beneficially owned (whether directly or indirectly) by any Embargoed Person (as hereinafter defined); (iii) no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly); (iv) none of the funds of Tenant have been derived from any unlawful activity with the result that the investment in Tenant shall be prohibited by law or that the Lease is in violation of law; and (v) Tenant has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity, or government subject to trade restrictions under U.S. law, including but not limited to the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any executive orders or regulations promulgated thereunder with the result that any investment in or payment made to Tenant shall be prohibited by law or that Tenant shall be in violation of law.

(b) Tenant covenants and agrees (i) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect; (ii) to immediately notify Landlord in writing if any of the representations, warranties, or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached; (iii) to not use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under the Lease; and (iv) at the request of Landlord, to provide such information as may be requested by Landlord to determine Tenant's compliance with the terms hereof.

(c) Tenant hereby acknowledges and agrees that Tenant's inclusion on the List at any time during the Lease Term shall be a material default of the Lease. Notwithstanding anything herein to the contrary, Tenant shall not permit the Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a material default of the Lease.



66. COUNTERPART SIGNATURES

This Agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the Electronic Signatures in Global and National Commerce Act ("E-SIGN"), and Uniform Electronic Transactions Act ("UETA"), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.



Crime Free Lease Addendum

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Landlord and Tenant agree as follows:

1. Tenant, any member of the Tenant's household, a guest or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the Tenant or a member of Tenant's household, shall not engage or in any way be involved in, any criminal activity, including drug related criminal activity, on or near the said premises. Criminal activity shall include, but is not limited to, drug-related criminal activity. "Drug-related criminal activity" means illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance or cannabis.
2. Tenant shall not engage in any act intended to facilitate criminal activity.
3. Tenant shall not permit the dwelling unit to be used for, or to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Tenant, and member of the Tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by Tenant or a member of Tenant's household, shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance, or cannabis, at any location whether in, at, on, or near the property.
5. **VIOLATION OF ANY ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood that single violation shall be good cause for immediate termination of the lease. Proof of such a violation shall not require a criminal conviction, but shall only require a preponderance of the evidence.
6. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
7. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Landlord and Tenant.

LANDLORD:

OWNER'S REPRESENTATIVE

Date

TENANT:

IF TENANT IS A MINOR ON THE DATE THE LEASE IS SIGNED:

Date

Parent/Legal Guardian

Date



*** SEE IMPORTANT TERMS AND CONDITIONS ON THE FOLLOWING PAGE ***



TERMS AND CONDITIONS (the "TERMS")

Tenant acknowledges that the following Terms apply to, and are a part of, the foregoing Lease at Arc at Old Colony:

UNIT DETAILS

Furnished	Yes
Washer/Dryer included	Yes

FEES

Type of Fee/Charge	Amount of Fee/Charge Payable by Tenant to Landlord
Security Deposit (If applicable)	Not applicable
Room Reassignment or Transfer Fee (if granted by Landlord)	\$150.00
Renewal Transfer Fee (if transfer upon renewal is granted by Landlord)	\$150.00
Late Rent Charge	Commencing on the fourth (6 th) day of the month on which any installment payment of Rent was due, Late Rent Charge shall equal \$10.00 for the first \$500.00 in monthly rent plus five percent (5%) for any amount in excess of \$500.00 in monthly rent.
Returned Payment Charge	\$50.00
Administrative Fee for Landlord's Procurement of Liability Insurance for Tenant (If Applicable)	Up to \$15.00 per month
Violation of Trash/Refuse Rules	Up to \$50.00 per occurrence or per item
Re-Letting Fee (if re-letting is granted by Landlord)	\$350.00
Unauthorized Guest Fine (more than two consecutive 24-hour periods)	\$50.00 per day
Unauthorized Pet Fine	\$500.00
Fine for smoking or possession of glass in outdoor recreation area	\$250.00
Request for authorized personnel to unlock unit/bedroom	\$20.00
Replacement key FOB	\$75.00
Replacement Bedroom key	\$50.00
Replacement Mailbox key	\$30.00
Replacement Gate Remote (If applicable)	\$75.00
If key FOB is not returned to Landlord	\$75.00
Request for Locks to be Changed	\$75.00
Utility Billing Administration Fee	Not to exceed \$5.00 per month or \$60.00 annually

UTILITIES

Utilities are included in the rent.

How Electric Charges are Calculated:

Not applicable

How Water/Sewer Charges are Calculated:

Not applicable

How Gas Charges are Calculated:

Not Applicable

Property-specific utility billing information:

Not applicable

	Provided by Landlord		Not Provided	Monthly Cap per Tenant
	Included in Rent	Paid by Tenant	Setup and Paid by Tenant	
Electricity	X			
Water	X			
Sewer	X			
Gas	X			
Trash	X			



Internet	X			
Cable	X			

PAYMENT OF RENT:

Each and every payment of Rent, including all installment payments, shall be made payable to "ARC at Old Colony" at the following address: 37 West Van Buren, Chicago, IL 60605.

CONTACT INFORMATION:

Name, Address, and Phone Number of Manager:

Gwendolyn Brown

37 W Van Buren St, Chicago, IL 60605

312-283-3325

Name, Address, and Phone Number of Authorized Agent:

CA Student Living

ATTN: Vice President of Operations

130 E Randolph St, Ste 2100

Chicago, IL 60601

312-994-1880

CODE VIOLATIONS:

Below is a list of all code violations cited by the City of Chicago during the 12-month period prior to the Commencement Date of the above-captioned Lease for the Apartment and/or for the common areas of the Building:

PERMIT INSPECTION # 11676809 dated 2/16/2016			
STATUS	VIOLATIONS	BUILDING CODE CITATION	VIOLATION DETAILS
Complete	EV1310	Failed to maintain platform lift equipment provided at premises in safe and sound working condition (13-196-590, 13-196-630(b), 18-30-380)	provide stamp prints
Complete	EV1310	Failed to maintain platform lift equipment provided at premises in safe and sound working condition (13-196-590, 13-196-630(b), 18-30-380)	patch hoistway, install fascia as need patch machine room
Complete	EV1310	Failed to maintain platform lift equipment provided at premises in safe and sound working condition (13-196-590, 13-196-630(b), 18-30-380)	provide phone line
Complete	EV1310	Failed to maintain platform lift equipment provided at premises in safe and sound working condition (13-196-590, 13-196-630(b), 18-30-380)	label all disconnects
Complete	EV1310	Failed to maintain platform lift equipment provided at premises in safe and sound working condition (13-196-590, 13-196-630(b), 18-30-380)	lamp guards in machine room
Complete	EV1310	Failed to maintain platform lift equipment provided at premises in safe and sound working condition (13-196-590, 13-196-630(b), 18-30-380)	code data tab
Complete	EV1310	Failed to maintain platform lift equipment provided at premises in safe and sound working condition (13-196-590, 13-196-630(b), 18-30-380)	signage on machine room door
Complete	EV1310	Failed to maintain platform lift equipment provided at premises in safe and sound working condition (13-196-590, 13-196-630(b), 18-30-380)	install proper cab walls
Complete	EV1310	Failed to maintain platform lift equipment provided at premises in safe and sound working condition (13-196-590, 13-196-630(b), 18-30-380)	test battery back up
Complete	EV1310	Failed to maintain platform lift equipment provided at premises in safe and sound working condition (13-196-590, 13-196-630(b), 18-30-380)	determine application lula or wheel chair lift and pull proper permit

PERMIT INSPECTION # 100578271 dated 4/4/2017			
STATUS	VIOLATIONS	BUILDING CODE CITATION	VIOLATION DETAILS
Complete	EV0236	Replace defective hoist ropes for passenger elevator. (13-156-010, 13-20-120)	Car 2

Special Notification of Contractual Obligation & No-Show Policy ARC

01/29/2024

Dear Helene F Renninger:

We want to thank you for choosing ARC as your home for the upcoming academic year. We are committed to ensuring your home is an incredible place to live, study, and enjoy your academic and collegiate experience.

You are currently signing a legally binding contract. This is an enforceable lease agreement that you are responsible for upon completing this lease signing process. However, we know that sometimes things change in your life and want to ensure you know your options in the event that you do not intend to move in.

- **If your plans change, you should always communicate with us to ensure we know.** Please do not think that avoiding our calls, texts, or emails is the best method. Being honest and direct is the best way. We want to help if we can. We certainly cannot if we do not know you don't plan to move in.
- **Re-letting: You can attempt to re-let your lease to someone else.** You are responsible for finding someone to take over your lease, and the new person must sign a lease with us before you will be let out of your lease. We may have the right to charge you a re-let charge according to the terms of your lease.

No-Show Policy:

- **If you do not move in at the start of your lease, you will be responsible for the full amount for the entire term.** Notifying us of your intentions not to move in does not remove your obligation. You must find a re-let (and, if applicable, pay the re-let charge) to be let out of your lease.
- **If you do not re-let your lease and do not move in: Your account, along with any/all guarantors, may be sent to collections.** The collections agency will attempt to collect the debt owed. This may cause a long-lasting negative impact on your credit report and credit history.

Thank you again for choosing ARC. Please let us know at **(312) 283-3331** or **live@arcatoldcolony.com** if you have any questions or your plans change at any time. Please note that this notification is merely a summary of certain terms of your lease, and this notification is in all ways subject to the terms of your lease.

Sincerely,

The ARC Management Team
(312) 283-3331
live@arcatoldcolony.com

Chicago Rents Right

Good Tenants, Good Landlords, Great Neighborhoods!

For more information, please call 312-742-RENT(7368)



Lori E. Lightfoot
Mayor of Chicago

CITY OF CHICAGO RESIDENTIAL LANDLORD AND TENANT ORDINANCE SUMMARY



At initial offering, this Summary of the ordinance must be attached to every written rental agreement and also upon initial offering for renewal. The Summary must also be given to a tenant at initial offering of an oral agreement, whether the agreement is new or a renewal. Unless otherwise noted, all provisions are effective as of November 6, 1986. (Mun. Code Ch. 5-12-170)

IMPORTANT: IF YOU SEEK TO EXERCISE RIGHTS UNDER THE ORDINANCE, OBTAIN A COPY OF THE ENTIRE ORDINANCE TO DETERMINE APPROPRIATE REMEDIES AND PROCEDURES. CONSULTING AN ATTORNEY WOULD ALSO BE ADVISABLE. FOR A COPY OF THE ORDINANCE, VISIT THE CITY CLERK'S OFFICE ROOM 107, CITY HALL, 121 N. LASALLE, CHICAGO, ILLINOIS.

IMPORTANT NOTICE

A message about porch safety: The porch or deck of this building should be designed for a live load of up to 100 lbs. per square foot, and is safe only for its intended use. Protect your safety. Do not overload the porch or deck. If you have questions about porch or deck safety, call the City of Chicago non-emergency number, 3-1-1.

WHAT RENTAL UNITS ARE COVERED BY THE ORDINANCE? (MUN. CODE CH. 5-12-010 & 5-12-020)

- Rental units with written or oral leases (including all subsidized units such as CHA, IHDA, Section 8 Housing Choice Vouchers, etc.)
- EXCEPT**
- Units in owner occupied buildings with six or fewer units.
 - Units in hotels, motels, rooming houses, unless rent is paid on a monthly basis and unit is occupied for more than 32 days.
 - School dormitory rooms, shelters, employee's quarters, non-residential rental properties.
 - Owner occupied co-ops and condominiums.

WHAT ARE THE TENANT'S GENERAL DUTIES UNDER THE ORDINANCE? (MUN. CODE CH. 5-12-040)

The tenant, the tenant's family and invited guests must comply with all obligations imposed specifically upon tenants by provision of the Municipal Code, applicable to dwelling units, including section 7-28-859:

- Buying and installing working batteries in smoke and carbon monoxide detectors within tenant's apartment.
- Keeping the unit safe and clean.
- Using all equipment and facilities in a reasonable manner.
- Not deliberately or negligently damaging the unit.
- Not disturbing other residents.

LANDLORD'S RIGHT OF ACCESS (MUN. CODE CH. 5-12-050)

- A tenant shall permit reasonable access to a landlord upon receiving two days notice by mail, telephone, written notice or other means designed in good faith to provide notice.
- A general notice to all affected tenants may be given in the event repair work on common areas or other units may require such access.
- In the event of emergency or where repairs elsewhere unexpectedly require access, the landlord must provide notice within two days after entry.

SECURITY DEPOSITS AND PREPAID RENT (MUN. CODE CH. 5-12-080 AND 5-12-081)

- A landlord must give a tenant a receipt for a security deposit including the owner's name, the date it was received and a description of the dwelling unit. The receipt must be signed by the person accepting the security deposit.
- However, if the security deposit is paid by means of an electronic funds transfer, the landlord has the option to give an electronic receipt. The electronic receipt must describe the dwelling unit, state the amount and date of the deposit, and have an electronic or digital signature. (eff. 10-8-10)
- However, the landlord may accept the payment of the first month's rent and the security deposit in one check or one electronic funds transfer and deposit such rent and security deposit into one account, if the landlord within 5 days of such acceptance transfers the security deposit into a separate account. (eff. 10-8-10)
- A landlord must hold all security deposits in a federally insured interest-bearing account in a financial institution located in Illinois. Security deposits and interest thereon shall not be commingled with the assets of the landlord.
- A written rental agreement must specify the financial institution where the security deposit will be deposited. If there is no written rental agreement, the landlord must in writing provide such information to the tenant within 14 days of the receipt of the security deposit. If the security deposit is transferred to another financial institution, the landlord must notify the tenant within 14 days of the transfer the name and address of the new financial institution. (eff. 10-8-10)

SECURITY DEPOSITS AND PREPAID RENT (MUN. CODE CH. 5-12-080 AND 5-12-081) (cont.)

- A landlord must pay interest each year on security deposits and prepaid rent held more than six months. (eff. 1-1-92)
- The rate of interest a landlord must pay is set each year by the City Comptroller. (eff. 7-1-97)
- Before expenses for damages can be deducted from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within 30 days of the date the tenant vacates the dwelling unit.
- A landlord must return all security deposits and required interest, if any, minus unpaid rent and expenses for damages, within 45 days from the date the tenant vacates the unit.
- In the event of a fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within seven days from the date that the tenant provides notice of termination of the rental agreement. (eff. 1-1-92)
- In the event of a sale or any other disposition of residential real property by a landlord, the successor landlord is liable to the tenant for any security deposit or prepaid rent paid to the original landlord. The successor landlord must notify the tenant, in writing, within 14 days from the disposition that the deposit or prepaid rent was transferred to the successor landlord. The original landlord remains liable for the deposit or prepaid rent until the original landlord transfers the deposit or prepaid rent to the successor landlord and provides proper notice of such transfer to the tenant. (Mun. Code Ch. 5-12-080 (e) eff. 5-18-10)
- Subject to correcting a deficient amount of interest paid to a tenant on a security deposit if a landlord fails to comply with specified security deposit requirements the tenant shall be awarded damages in an amount equal to two times the security deposit plus interest. (eff. 10-8-10)

WHAT ARE THE LANDLORD'S GENERAL DUTIES UNDER THE ORDINANCE?

- To give tenant written notice of the owner's or manager's name, address and telephone number. {Mun. Code Ch. 5-12-090}
- Within seven (7) days of being served a foreclosure complaint an owner or landlord of a premises that is the subject of the foreclosure complaint shall disclose, in writing, to all tenants of the premises that a foreclosure action has been filed. The owner or landlord shall also notify of a foreclosure suit, in writing, before a tenant signs a lease. {Mun. Code Ch. 5-12-095 eff.11-05-08}
- To give new or renewing tenants notice of:
 - 1) Code citations issued by the City in the previous 12 months;
 - 2) Pending Housing Court or administrative hearing actions;
 - 3) Water, electrical or gas service shut-offs to the building during entire occupancy. {Mun. Code Ch. 5-12-100}
- To maintain the property in compliance with all applicable provisions of the Municipal Code. {Mun. Code Ch. 5-12-070}
- To not require a tenant to renew an agreement more than 90 days before the existing agreement terminates. (eff. 1-1-92) {Mun. Code Ch. 5-12-130 (i)}
- If the rental agreement will not be renewed, or if the rental rate will be increased, to provide a tenant with at least 30 days if the tenant has occupied the apartment for up to six months; 60 days if the tenant has occupied the apartment for more than six months and up to three years; and 120 days if the tenant has occupied the apartment for more than three years. (eff. 7-28-20) {Mun. Code Ch. 5-12-130 (j)}
- To not enforce prohibited lease provisions. {Mun. Code Ch. 5-12-140}
- Bed Bugs-Education. For any rental agreement for a dwelling unit entered into or renewed after the effective date of this 2013 amendatory ordinance, prior to entering into or renewing such agreement, the landlord or any person authorized to enter into such agreement on his behalf shall provide to such tenant the informational brochure on bed bug prevention and treatment prepared by the department of health pursuant to section 7-28-860. {Mun. Code Ch. 5-12-101}

TENANT REMEDIES (MUN. CODE CH. 5-12-110)**Minor Defects**

- If the landlord fails to maintain the property in compliance with the Code and the tenant or the tenant's family or guests are not responsible for the failure, the tenant may:
 - 1) Request in writing that the landlord make repairs within 14 days, and if the landlord fails to do so the tenant may withhold an amount of rent that reasonably reflects the reduced value of the unit. Rent withholding begins from the fifteenth day until repairs are made; OR
 - 2) Request in writing that the landlord make repairs within 14 days and if the landlord fails to do so the tenant may have the repairs made and deduct up to \$500 or 1/2 of the month's rent, whichever is more, but not to exceed one month's rent. Repairs must be done in compliance with the Code. Receipt for the repairs must be given to the landlord and no more than the cost of the repairs can be deducted from the rent; and also
 - 3) File suit against the landlord for damages and injunctive relief.

Major Defects

- If the landlord fails to maintain the property in compliance with the Code, and the failure renders the premises not reasonably fit and habitable, the tenant may request in writing that the landlord make repairs within 14 days. If after 14 days repairs are not made, the tenant may immediately terminate the lease. Tenant must deliver possession and move out in 30 days or tenant's notice is considered withdrawn. (eff. 1-1-92)

FAILURE TO PROVIDE ESSENTIAL SERVICES (HEAT, RUNNING OR HOT WATER, ELECTRICITY, GAS OR PLUMBING) (MUN. CODE CH. 5-12-110(f))

- If, contrary to the lease, an essential service is not provided, or if the landlord fails to maintain the building in material compliance with the Code to such an extent that such failure constitutes an immediate danger to the health and safety of the tenant, and the tenant or tenant's family or guests are not responsible for such failure, after giving written notice, the tenant may do ONE of the following:
 - 1) Procure substitute service, and upon presenting paid receipts to the landlord, deduct the cost from the rent; OR
 - 2) File suit against the landlord and recover damages based on the reduced value of the dwelling unit; OR
 - 3) Procure substitute housing and be excused from paying rent for that period. The tenant may also recover from the landlord the cost of substitute housing up to an amount equal to the monthly rent for each month or portion thereof; OR
 - 4) Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold the monthly rent an amount that reason-

ably reflects the reduced value of its premises. Rent withholding cannot start until after the 24 hours expires and applies only to days past the 24-hour waiting period; OR (eff. 1-1-92)

- 5) Request that the landlord correct the failure within 72 hours and if the landlord fails to do so, terminate the rental agreement. If the rental agreement is terminated, the tenant must deliver possession and move out within 30 days or the notice of termination is considered withdrawn. (eff. 1-1-92)

Note: Remedies 4) and 5) may not be used if the failure is due to the utility provider's failure to provide service. For the purposes of this section only, the notice a tenant provides must be in writing, delivered to the address the landlord has given the tenant as an address to which notices should be sent. If the landlord does not inform the tenant of an address, the tenant may deliver written notice to the last known address of the landlord or by any other reasonable means designed in good faith to provide written notice to the landlord. (eff.1-1-92)

FIRE OR CASUALTY DAMAGE {MUN. CODE CH. 5-12-110 (g)}

- If a fire damages the unit to an extent that it is in material noncompliance with the Code and the tenant, tenant's family or guests are not responsible for the fire or accident, the tenant may:
 - 1) Move out immediately, but if this is done, the tenant must provide written notice to the landlord of the intention to terminate within 14 days after moving out.
 - 2) The tenant may stay in the unit, if it is legal, but if the tenant stays and cannot use a portion of the unit because of damage, the rent may be reduced to reflect the reduced value of the unit.
 - 3) If the tenant stays, and the landlord fails to diligently carry out the work, the tenant may notify the landlord, in writing, within 14 days after the tenant becomes aware that the work is not being diligently carried out, of the tenant's intention to terminate the rental agreement and move out.

SUBLEASES {MUN. CODE CH. 5-12-120}

- The landlord must accept a reasonable subtenant offered by the tenant without charging additional fees.
- If a tenant moves prior to the end of the rental agreement, the landlord must make a good faith effort to find a new tenant at a fair rent.
- If the landlord is unsuccessful in re-renting the unit, the tenant remains liable for the rent under the rental agreement, as well as the landlord's cost of advertising.

WHAT HAPPENS IF A TENANT PAYS RENT LATE? {MUN. CODE CH. 5-12-140 (h)}

- If the tenant fails to pay rent on time, the landlord may charge a late fee of \$10.00 per month on rents under \$500 plus 5 percent per month on that part of the rent that exceeds \$500.00 (i.e., for a \$450.00 monthly rent the late fee is \$10.00, for a \$700 monthly rent the late fee is \$10 plus 5% of \$200.00 or \$20.00 total) (eff. 1-1-92)

WHAT HAPPENS IF A TENANT PAYS RENT DUE AFTER THE EXPIRATION OF THE TIME PERIOD SET FORTH IN A

TERMINATION NOTICE? {MUN. CODE CH. 5-12-140 (g) CH. 5-12-130 (g)}

- If the landlord accepts the rent due knowing that there is a default in payment, the tenant may stay.

LANDLORD REMEDIES {MUN. CODE CH. 5-12-130}

- If the tenant fails to pay rent, the landlord, after giving five days written notice to the tenant, may terminate the rental agreement. However, the tenant may remain in the unit with a rental agreement in good standing if the tenant pays the full amount of back rent and landlord court filing fees before a judge issues an order of possession. If, however, the tenant uses this provision and later receives a second written notice of nonpayment, the tenant will have only five days to pay unpaid rent.
- If the tenant fails to comply with the Code or the rental agreement, the landlord, after giving 10 days written notice to the tenant, may terminate the rental agreement if tenant fails to correct the violation.
- If the tenant fails to comply with the Code or the rental agreement, the landlord may request in writing that the tenant comply as promptly as conditions permit in the case of emergency, or within 14 days. If the breach is not corrected in the time period specified, the landlord may enter the dwelling unit and have the necessary work done. In this case, the tenant shall be responsible for all costs of repairs.

LOCKOUTS {MUN. CODE CH. 5-12-160}

This section applies to every residential rental unit in Chicago. There are no exceptions.

- It is illegal for a landlord to lock out a tenant, or change locks, or remove doors of a rental unit, or cut off heat, utility or water service, or to do anything which interferes with the tenant's use of the apartment.
- All lockouts are illegal and the Police Department is responsible for enforcement against such illegal activity. (eff. 1-1-92) (Police Special Order 93-12)
- The landlord shall be fined \$200 to \$500 for each day the lockout occurs or continues.
- The tenant may sue the landlord to recover possession of the unit and twice the actual damages sustained or two months' rent, whichever is greater.

PROHIBITION ON RETALIATORY CONDUCT BY LANDLORD {MUN. CODE CH. 5-12-150}

- A tenant has the right to complain or testify in good faith about their tenancy to governmental agencies or officials, police, media, community groups, tenant unions or the landlord. A landlord is prohibited from retaliating by terminating or threatening to terminate a tenancy, increasing rent, decreasing services, bringing or threatening to bring an eviction action, or refusing to renew a lease agreement.

ATTORNEY'S FEES {MUN. CODE CH. 5-12-180}

- Except in eviction actions, the prevailing plaintiff in any action arising from the application of this Ordinance shall be entitled to recover all court costs and reasonable attorney's fees. (eff. 1-1-92)

WHERE CAN I GET A COPY OF THE ORDINANCE?

- For a copy of the Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 North LaSalle Street, Chicago, Illinois or view it at the Municipal Reference Library, Harold Washington Library, 5th Floor, 400 S. State Street, Chicago, Illinois.



Residential Landlord and Tenant Ordinance

Rate of Interest on Security Deposits

Municipal code chapters 5-12-080, 5-12-081 and 5-12-170

- A landlord must give a tenant a receipt for a security deposit that includes the owner's name, the date it was received and a description of the dwelling unit. The receipt must be signed by the person accepting the security deposit.
- A landlord must pay interest each year on security deposits (eff. 11-6-86) and prepaid rent (eff. 1-1-92) held more than six months.
- The rate of interest that a landlord must pay is set each year by the City Comptroller. (eff. 7-1-97)
- Before a landlord can deduct expenses for damages from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within 30 days of the date the tenant vacates the dwelling unit.
- Within 45 days of the date the tenant vacates the dwelling unit, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages.
- In the event of fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within seven days from the date that the tenant provides notice of termination of the rental agreement. (eff. 1-1-92)

Under Chapter 5-12 of the Municipal Code of Chicago sections 5-12-081 and 5-12-082, the City Comptroller shall calculate and announce on the first business day of each year, the rate of interest to be paid on security deposits. As of Jan. 1, 2023, based on information from the City Comptroller's Office, the interest rate to be paid on security deposits is 0.01%.

The rate is based upon the average of the rates of interest of the following types of accounts at Chase Bank, which is the commercial bank having the most branches located in the City of Chicago: Savings Account 0.01 percent, insured Money Market 0.01 percent and Six-month Certificate of Deposit (based on a deposit of \$1,000) 0.01 percent.

Security Deposit Interest Rate January 1-December 31, 2023: 0.01%

2015 to 2023: 0.01%	2008: 1.26%	2001: 3.10%
2014: 0.013%	2007: 1.68%	2000: 2.71%
2013: 0.023%	2006: 1.71%	1999: 2.63%
2012: 0.057%	2005: 1.01%	1997: 3.38%
2011: 0.073%	2004: 0.42%	Pre-July 1997: 5%
2010: 0.073%	2003: 0.52%	
2009: 0.12%	2002: 0.83%	

For a copy of the complete Residential Landlord and Tenant Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 N. LaSalle St. For a copy of the Residential Landlord and Tenant Ordinance Summary, visit the Department of Housing, City Hall, Room 1006.



Ordenanza de Residencias para Dueños e Inquilinos (Arrendatarios) Tarifa de Interés en Depósitos de Seguridad

Código Municipal, Capítulo 5-12-080, 5-12-081 y 5-12-170

- El dueño del edificio (propietario) debe darle a su inquilino (arrendatario) un recibo por Depósito de Seguridad que incluya el nombre de la persona, la fecha cuando fue recibido y la descripción de la unidad (casa) que esta rentando. El recibo debe ser firmado por la persona aceptando el depósito de seguridad.
- El dueño del edificio debe pagar interés cada año en el depósito de seguridad (eff. 11-6-86) y renta en la prepagada (eff. 1-1-92) retenida por más de seis meses.
- La tarifa de interés que el dueño del edificio debe pagar es fijada cada año por el Controlador de la Ciudad. (eff. 7-1-97).
- Antes que el dueño del edificio pueda deducir los gastos por daños del depósito de seguridad, el dueño del edificio deberá proporcionar a su inquilino (arrendatario) una declaración detallada de los artículos dañados, dentro de los 30 días de la fecha que el inquilino (arrendatario) deje vacante la unidad que rentaba.
- Dentro de los 45 días de la fecha que el inquilino (arrendatario) deje vacante la unidad o casa, el dueño del edificio deberá devolver todos los depósitos de seguridad y el interés requerido, si lo hay, menos la renta sin pagar y los gastos por los daños.
- En el evento de fuego, el dueño del edificio deberá devolver todos los depósitos de seguridad y el interés requerido, si lo hay, menos la renta sin pagar y los gastos por daños, dentro de los siete días en que el inquilino (arrendatario) proporcionó notificación de terminación del acuerdo de renta. (eff. 1-1-92)

Bajo el Capítulo 5-1 2 del Código Municipal de Chicago, secciones 5-12-081 y 5-12-082, el controlador de la Ciudad deberá calcular y anunciar con el primer día de negocios de cada año, la tarifa de interés con la que los depósitos de seguridad serán pagados. Empezando Enero 1, del 2023 basado en la información de la Oficina del Controlador (City Comptroller's Office), la tarifa de interés en depósitos de seguridad es de 0.01 por ciento. Esta tarifa está basada en un promedio del interés de las cuentas de ahorros regulares de los siguientes tipos de cuentas de Chase Bank, el cual es el banco comercial que tiene más sucursales localizadas en la Ciudad de Chicago: Libras de Ahorros 0.01 por ciento; Dinero Asegurado por la Bolsa 0.01 por ciento; y Certificado de Depósito por seis meses (basado en depósitos de \$1,000) 0.01 por ciento.

Tarifa de Interés Depósito de Seguridad Enero 1-Diciembre 31, 2023: 0.01%

2015 - 2023: 0.01%	2008: 1.26%	2001: 3.10%
2014: 0.013%	2007: 1.68%	2000: 2.71%
2013: 0.023%	2006: 1.71%	1999: 2.63%
2012: 0.057%	2005: 1.01%	1997: 3.38 %
2011: 0.073%	2004: 0.42%	Antes de Julio 1997:
2010: 0.073%	2003: 0.52%	5%
2009: 0.12%	2002: 0.83%	

Para una copia de la Ordenanza de Residencias para Dueños e Inquilinos, visite la oficina del City Clerk, Cuarto 107, 121 N. LaSalle St. Para una copia del resumen de la Ordenanza de Residencias para Dueños e Inquilinos, visite DOH, 121 N. LaSalle St., Cuarto 1006.

City of Chicago – Bed Bug Brochure

Bed bugs can be found in homes, apartments, hotels, schools, dormitories, shelters, offices and other places. This brochure provides information on bed bugs and what you should do if you have or suspect you have a bed bug infestation in your apartment. It also describes your rights and responsibilities as a tenant.

Why is this brochure being provided to me?

In 2013, the City of Chicago passed an ordinance to help address the growing problem of bed bugs. This ordinance provides that landlords and tenants share the responsibility in preventing and controlling bed bug infestations. Further, the ordinance requires that landlords provide an informational brochure on bed bugs to tenants. This informational brochure, developed by the Chicago Department of Public Health, is intended to meet this requirement.

What are bed bugs?

Bed bugs are small, flat, wingless insects. They feed on blood and can be a nuisance for individuals. They are named for their tendency to live on mattresses or other parts of a bed.

What do bed bugs look like?

Adult bed bugs are roughly the size, shape and color of an apple seed: 1/4 of an inch in length and light or reddish-brown in color. Immature forms of bed bugs are smaller and lighter in color. Eggs are tiny and white. You should be able to see the adult form with your naked eye, but may need a magnifying glass to see the immature forms or eggs. Please refer to the website listed at the end of this brochure for pictures of bed bugs.

Where do bed bugs live?

Bed bugs can be found anywhere people sleep, sit or lay down. They can be found on mattresses and box springs, especially near the piping, seams and tags, and in cracks and crevices of head boards and bed frames. They can also be found in other furniture, especially in the seams and zippers of chairs and couches, in the folds of curtains, in drawer joints, in electrical outlets, behind picture frames and in other tight spaces.

How can bed bugs get into an apartment?

Bed bugs can get into an apartment by hitching a ride on mattresses or other bedding, furniture, clothing and baggage. Once in an apartment, they can crawl from one room to another, or get into an adjacent

apartment by crawling through small cracks or holes in walls or ceilings or under doors. Because bed bugs do not have wings, they cannot fly into or around your apartment.

What can I do to prevent bed bugs from Bed Bugs from getting into my apartment?

Bed bugs can be found most anywhere, so ALWAYS be aware of your surroundings. Always check furniture and bedding, especially those bought secondhand, for signs of bed bugs before you buy them. NEVER bring items that someone else has disposed of into your apartment, as these items may be infested with bed bugs. When returning home from travel within or from outside the U.S., ALWAYS inspect your luggage carefully for signs of bed bugs before you bring the luggage into your apartment.

What else can I do to prevent a bed bug infestation?

Reduce clutter, especially in bedrooms. Store unused items in sealed containers or plastic bags. Wash and dry bedding often. Check beds and furniture for signs of bed bugs. Purchase mattress and box spring covers.

Do bed bugs transmit disease?

No, bed bugs are not known to transmit disease.

Are there other health concerns related to bed bugs?

Yes. Their bites, like those of other insects, may cause an allergic reaction with swelling, redness and itching. Their presence may cause people to be anxious and lose sleep.

How do I know if I have a bed bug infestation in my apartment?

Though bites may be an indicator of a bed bug infestation, they are generally a poor one as not all people will react to bed bug bites or the bites may be due to other reasons. The best indication of an infestation is to look for physical signs of bed bugs such as live or dead bed bugs, eggs or eggshells or tiny dark spots or reddish stains on mattresses or other places where bed bugs live.

What should I do if I suspect there are bed bugs in my apartment?

Under this ordinance, tenants MUST call their landlord immediately then follow-up in writing. Tenants SHOULD NOT try to get rid of the bed bugs by applying chemicals, "bug bombs" or pesticides as these do not work and could make you, your family or neighbors sick. Once a tenant has notified the landlord, wait for additional instructions from the

landlord and pest management professional. Prompt notification and treatment will help prevent the further spread of bed bugs.

Should I dispose of bedding, clothing or other materials that may be infested?

Disposing of these items is probably not necessary unless directed by a pest management professional. If there are items that do need to be disposed of, do so carefully by sealing them in plastic bags so as to not spread bed bugs further. The ordinance prohibits the recycling of any bed bug infested materials and requires that any bed bug infested materials be totally enclosed in a plastic bag and labeled as being infested with bed bugs when disposed.

What should I do with any linens or clothes that may be infested?

- Wash all linen and other infested materials (including clothing) in hot water; then after drying the clothes, keep them in the dryer and dry for an additional 20 minutes on the highest setting.
- Put un-washable or "dry clean only" materials in the dryer on the highest setting for at least 20 minutes.
- If you have to launder in a common area of the building or at a laundromat, make sure all items are enclosed in a bag before leaving your apartment to prevent the further spread of bed bugs.
- Once all these materials are laundered and dried, seal them in clean bags so bed bugs can't reinfest them.

What are my responsibilities as a tenant under this ordinance?

Tenants have two main responsibilities under this ordinance:

- 1) Notify your landlord within 5 days of suspecting a bed bug infestation;
- 2) Cooperate with the landlord by adhering to the following:
 - Don't interfere with an inspection or with a treatment
 - Grant access to your apartment for an inspection or a treatment.
 - Make the necessary preparations, as instructed by your land-lord or a pest management professional,
 - Dispose of any items that a pest management professional has determined can not be treated or cleaned.

- Enclose in a plastic bag any personal property that will be moved through any common area of the building, or stored in any other location.

Are there any exemptions to these tenant responsibilities?

Yes. The ordinance exempts tenants who live in an assisted living or shared housing establishment, or similar living arrangement, where the establishment is required to provide the tenant assistance with activities of daily living or mandatory services. In such cases, the landlord is responsible for making the necessary preparations and removing or disposing of any personal property.

What penalties can a tenant face for not complying with these requirements?

The ordinance allows the city to issue fines to tenants for not complying with these requirements. Fines can go as high as \$2,000 for a third offense. Landlords can not fine tenants.

What are my rights as a tenant under this ordinance?

Landlords can't retaliate against a tenant if the tenant:

- Complains of a bed bug infestation to a governmental agency elected representative or public official charged with responsibility for enforcement of a building, housing, health or similar code.
- Complains of a bed bug infestation to a community organization or to the news-media.
- Seeks the assistance of a community organization or the news-media to remedy a bed bug infestation.
- Asks the landlord to provide pest control measures.
- Testifies in court concerning any bed bug infestation.

What are my landlord's responsibilities under this ordinance?

Landlords have three main responsibilities under this ordinance:

- 1) Educate tenants about bed bugs by providing this brochure when tenants sign a new or renew an existing lease or other rental agreement.
- 2) Notify tenants prior to any inspection or treatment of their apartment for bed bugs and provide instructions for preparing the apartment.
- 3) Get rid of the bed bug infestation by providing pest control services by a pest management professional.

How much time does a landlord have to provide a pest management professional?

The ordinance allows landlords up to 10 days to have a pest management professional come to inspect your apartment.

Does the ordinance require any specific type of inspection or treatment?

If bed bugs are in an apartment, there is a chance they may be found in additional apartments in that same building, especially those closest to the apartment with the bed bugs. As a result, the apartments on either side and directly above and below the apartment with the bed bugs need to be inspected and if necessary, treated. Treatment will only occur if bed bugs are found.

Do these requirements apply to condominiums or cooperative building?

Yes, but only to units that are being rented.

What penalties can a landlord face for not complying with these requirements?

The ordinance allows the city to issue fines to landlords for not complying with these requirements. Fines can go as high as \$2,000 for a third offense.

What should I do if my landlord is not responsive?

If you suspect there are bed bugs in your apartment, call your landlord immediately and follow-up in writing. Give your landlord up to 10 days to have a pest management professional come to inspect your apartment. If your landlord is not responsive, call 311 and file a complaint.

Additional information, including a copy of the ordinance, can be found at:

www.cityofchicago.org/health

Follow us on Twitter & Facebook

 @ChiPublicHealth

 /ChicagoPublicHealth





Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

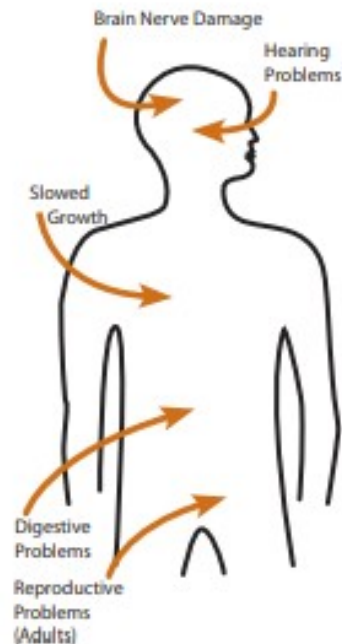
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatement is designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](https://www.epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 * Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
[cpsc.gov](https://www.cpsc.gov) or [saferproducts.gov](https://www.saferproducts.gov)

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
[hud.gov/lead](https://www.hud.gov/lead)

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
March 2021

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) ☒ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) R.G. Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Where the test should be conducted

Place the detector or detectors in each lowest area suitable for occupancy, such as:

- a family room, living room, den, playroom, bedroom, workshop, or exercise room;
- in the lowest level suitable for occupancy, even if it isn't currently used but could be, without renovating.

For instance, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test should be performed in the basement and in at least one room over the crawlspace and slab-on-grade area. If an elevated radon concentration is found and confirmed in one of these areas, fix the house.

DO NOT MEASURE:

- in the kitchen, laundry room and bathroom (because fan systems and humidity may affect some detectors); or
- in crawl spaces, on floor or wall cracks, or right next to a sump pump, as this may cause a false high reading.

The detector should be placed:

- in an area where it will not be disturbed;
- at least three feet from doors and windows to the outside;
- at least one foot from exterior walls;
- 20 inches to 6 feet from the floor;
- at least four inches away from other objects horizontally and directly above the detector;
- away from drafts; and
- four feet from heat, fireplaces, furnaces, and away from direct sunlight and areas of high humidity.

If the test results show radon levels above 4 pCi/L

Contact the IEMA-Division of Nuclear Safety Radon Program. Staff can provide names and addresses of professional radon mitigators who are trained to reduce radon concentrations. We also recommend that you see our web site www.radon.illinois.gov or contact the Radon Program for a copy of our brochure, *IEMA-Division of Nuclear Safety Guide to Radon Mitigation*.

After a radon reduction system is installed

Perform an independent short-term test to ensure that the reduction system is effective. Make sure the system is operating during the entire test.

The IEMA-Division of Nuclear Safety Radon Program can provide:

- Information about radon and radon testing;
- Names of licensed radon measurement professionals;
- Names of licensed radon mitigation professionals trained to reduce radon.

Call the IEMA-Division of Nuclear Safety Radon Program at: 1(800) 325-1245



IEMA-Division of Nuclear Safety
1035 Outer Park Drive • Springfield, IL 62704
(217) 782-1325 • TDD: (217) 782-6023
www.radon.illinois.gov

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State of Illinois
Illinois Emergency Management Agency

Radon Testing Guidelines for Real Estate Transactions

Because of the unique nature of real estate transactions, involving multiple parties and financial interests, the U.S. Environmental Protection Agency (U.S. EPA) designed special protocols for radon testing in real estate transactions. The Illinois Emergency Management Agency (IEMA)-Division of Nuclear Safety has adapted these protocols to conform with its radon regulations. These options are listed in simplified form in the table below.

Recommendations for Real Estate Transactions

IEMA strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. It is not in the best interest of the buyer or seller to rely on a radon measurement performed by anyone other than a licensed measurement professional or technician. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Test Options for Real Estate Transactions

Conduct a short-term radon test in each of the lowest structural areas of the home. For example, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test in each area is required for licensed professional measurements.

What to Look for in Short-Term Real Estate Testing Options

Option	Detector Location	What to do Next
Simultaneous Two short-term tests, 48 hours or longer, performed at the same time.	Two detectors, four inches apart, in each of the lowest structural areas suitable for occupancy.	Fix the home if the average of the two tests is 4 pCi/L or more.
Continuous Monitor Test One test, 48 hours or longer, performed with an active continuous monitor that integrates and records radon levels hourly.	Continuous monitor placed in each of the lowest structural areas suitable for occupancy.	Fix the home if the average radon level is 4 pCi/L or more.

Short-term tests may last between two and 90 days. Most last between two and seven days. Tests between seven and 90 days are usually impractical for real estate transactions. Examples of short-term detectors used in real estate testing include: activated charcoal canisters, charcoal liquid scintillation vials, electret chambers and continuous radon monitors.

When do you average radon test results?

The only time radon test results can be averaged is when two test results are placed



simultaneously. Test results from different areas, such as above the crawl space and in the basement, are considered two different tests. Results are each independent of the other and are reported independently, such as basement result

of 4.2 pCi/L and family room over crawl space result of 6.1 pCi/L. With an elevated radon level in any one of the lowest structural areas, the recommendation is to fix the house.



Interference with successful completion of a radon measurement is illegal in Illinois.

Rev. 13 10/2007 (IEMA 2007-92)

If your tests don't agree, contact the IEMA-Division of Nuclear Safety

If your simultaneous tests are not in agreement (or if you're not sure whether or not they agree), contact the IEMA-Division of Nuclear Safety Radon Program or your licensed radon measurement professional.

IEMA-Division of Nuclear Safety Recommendations for Real Estate Radon Measurements

- Hire a licensed radon measurement professional.
- Be sure that IEMA-Division of Nuclear Safety Radon Program radon testing protocols are followed.
- Contact the IEMA-Division of Nuclear Safety Radon Program if you are uncertain about anything regarding radon testing.

www.radon.illinois.gov

Disclosure of Radon Information

The Illinois Radon Awareness Act and the Illinois Real Property Disclosure Act require that a seller of a home disclose information if aware of unsafe concentrations of radon in the home. The acts do not require that testing or remediation work be conducted. However, many relocation companies and lending institutions, as well as home buyers, request a radon test when purchasing a house. Sellers and brokers are cautioned to err on the side of full disclosure of material facts prior to entering into a purchase agreement.

When Testing

Be aware that any test lasting less than a week requires closed-house conditions. Closed-house conditions mean keeping all windows closed, keeping doors closed except for normal entry and exit, and not operating fans or other machines which bring air in from outside (except for fans that are part of a radon reduction system, or small exhaust fans that operate for only short periods of time).

- **Before Testing:** Begin closed-house conditions at least 12 hours before the start of the short-term test.
- **During Testing:** Maintain closed-house conditions during the entire duration of the short term test, especially for tests less than one week in duration. Operate home heating or cooling systems normally during the test. For tests lasting less than one week, only operate air conditioning units that recirculate interior air.

Note that professional measurement licensees are required to post Radon Measurement in Progress Notifications at every building entry.

Chicago Recycling Ordinance

Pursuant to Title 11 of the Municipal Code of the City of Chicago, source-separated recycling shall be deemed to be the method of recycling used in the City of Chicago. Source-separated recycling requires all persons citywide to place recyclable material in designated recycling containers and to keep recyclable materials separate from waste until such time that the recyclable material is collected for delivery to a properly permitted facility.

Recyclable Materials

The following materials shall be source-separated:

(1) Aluminum cans, aluminum trays and foil; (2) Steel and tin cans; (3) Glass bottles and jars; (4) Plastic bottles and containers made from #1 through #5 plastic resin, inclusive, or #7 plastic resin as indicated in the chasing arrow symbol on the item; (5) Beverage cartons and aseptic packaging; (6) Newspaper; (7) Cardboard; (8) Paper bags; (9) Magazines, catalogues and telephone books; (10) Office paper, computer paper, notebook and gift wrap paper; (11) Chip board and carrier stock packaging such as food and beverage boxes; (12) Junk mail and envelopes; (13) Paperback books.

Prohibited Materials

The following materials shall not be deposited in any recycling container:

(1) Motor oil containers; (2) Insecticide containers; (3) Herbicide containers; (4) Hazardous chemical containers; (5) Plastic film; (6) Plastic bags; (7) Plastic sheets; (8) Plastic tarps; (9) Plastic wrap; (10) Expanded foam; (11) Reusable bottles, such as Nalgene or baby bottles; (12) Clear polystyrene or Styrofoam (#6 plastic); (13) Any container or paper fiber other than those listed as Recyclable Materials above; (14) Landscape waste; (15) Plastic products without a chasing arrow symbol; or (16) Any other waste as defined in Section 11-5-020 of the Chicago Recycling Ordinance.

Instructions on How to Prepare Materials for Recycling

Please be sure to break down any recyclable materials, such as cardboard, and place in the dedicated recycling room on the first floor for our Building Staff to pick up. Our Building Staff will place the recyclable materials in the designated recycle bins located in our Trash Compactor Room. **Please place all trash in the chutes located on each floor (Floors 2 -17).** Please also ensure that the contents of any recyclable materials, such as liquid or other waste, are properly disposed of and separated from the recyclable content.

Locations of Recycling Containers

Recycling containers are located inside the building on our first floor in our Recycling Room.

Private Hauler Service and Collection Schedule

The contracted hauler for Arc at Old Colony is Waste Management, the collection is scheduled 6 days a week, Monday through Saturday.

Information for Questions About Recycling Program

If you have any questions about the Chicago Recycling Program implemented for this property or are otherwise in need of additional information, please contact Danielle DeCuir, Property Manager at (312) 283-3331 or by email at live@arcatoldcolony.com.

Additional Requirements Imposed by the Commissioner of the Department of Streets and Sanitation

There are currently no additional requirements.