



The University of Chicago Student Apartment Lease



Date of Lease: _____ Monthly Rent: _____
 Lease Term Beginning: _____ Lease Term Ending: _____
 _____ Tenant viewed Apartment
 _____ Tenant waives right to see Apartment

Tenant solely responsible for the following Utilities:

Heating shall be the responsibility of Landlord Tenant – If paid by Tenant, the average monthly cost of such utility service projected by the supplier of such service is approximately [\$_____].

Air Conditioning Charges: **\$40.00** (See Paragraph 25G)

Tenant: _____ Landlord: The University of Chicago
 Campus and Residential Client Services
 Apartment: _____ 5100 South Dorchester Avenue
 Building address: _____ Chicago, Illinois 60615
 Phone: (773) 753-2200

Riders to lease and documents delivered to Tenant:

- A. By execution of this Lease, Tenant hereby acknowledges receipt of each of the following:
 - (1) "Chicago's Residential Landlord and Tenant Ordinance Summary"
 - (2) Flyer Summarizing the Building's Recycling Service
- B. By execution of this Lease, Tenant acknowledges receipt of the following documents marked with an "X" preceding the document description:
 - ___ "Protect Your Family from Lead in Your Home"
 - ___ Disclosure Form, Pre-1978 Rental Leases Disclosure of Information/Lead-Based Paint and/or Lead-Based Paint Hazards
 - ___ Residential High-Rise Fire Emergency Procedures
- C. BUILDING CODE VIOLATIONS, ETC.: Tenant is hereby advised that during the past twelve months Landlord has received the following notices: (1) building code violations issued by the City of Chicago; (2) pending Housing Court, Code Enforcement Bureau, or Compliance Board actions; and (3) termination of water, electrical or gas service to the Building. If "None," state None; otherwise see Rider 1 attached hereto and made a part hereof for a description of the notices received by Landlord.
- D. _____

ADDITIONAL AGREEMENTS AND COVENANTS: _____

Lease Agreements and Covenants

- 1. RENT: Tenant shall pay to Landlord at Landlord's above address (or such other address as Landlord may designate in writing) the monthly rent set forth above on or before the first day of each month in advance. The time of each and every payment of rent is of the essence of this Lease. To cover Landlord's added costs for processing of checks that are dishonored or are returned due to insufficient funds in the account a charge of \$25.00 will be assessed. If the monthly rent for any month is paid on or after the 6th day of said month, then in either event the monthly rent shall be increased by _____. Rent mailed in shall be deemed paid on date of receipt by Landlord. All payments due from Tenant shall be considered as student obligations to The University of Chicago ("University").
- 2. EARLY LEASE TERMINATION CLAUSE:
 - A. If Tenant is enrolled as a student at the University and is graduating or leaving the University, in such event Tenant may terminate this Lease within seven (7) days from the end of the Autumn, Winter or Spring University academic quarter periods by giving Landlord thirty (30) days prior written notice. This thirty (30) day notice must be on a Vacancy Notice form furnished by Landlord, fully completed and signed by Tenant, and delivered to Landlord along with written verification from the Tenant's University affiliated department. For the 2009/2010 academic year, if you are leaving at the end of the Autumn Quarter your notice is due in our office by 11/12/2009 to vacate between December 12, 2009 and December 18, 2009. If you are leaving at the end of the Winter Quarter your notice is due in our office by 2/22/2010 to vacate between March 20, 2010 and March 26, 2010. If you are leaving at the end of the Spring Quarter your notice is due in our office by 5/12/2010 to vacate between June 12, 2010 and the end of your lease, August 31, 2010.
 - B. If Tenant has served Landlord with a Vacancy Notice, the Apartment will be listed as available with the University Graduate Student Assignment office and made available to qualified University applicants who do not currently reside in University housing. Whenever possible, a landlord representative will call ahead of time to schedule a showing of the Apartment to prospective new Tenant.
- 3. POSSESSION: At the commencement of this Lease, Landlord shall deliver possession of the apartment to Tenant. Possession shall be deemed to have been delivered to Tenant on the day that Landlord either (A) actually delivers to Tenant keys to the Apartment or (B) makes available to Tenant at the office of the Building or at such other place as designated by Landlord keys to the Apartment. If Landlord cannot deliver possession of the Apartment to Tenant on the date set for commencement of the Term, this Lease shall remain in full force and effect with rent abated until such time as the Apartment is available for Tenant's occupancy, unless Tenant elects to maintain an action for possession of the Apartment or, upon written notice to Landlord, elects to terminate this Lease.
- 4. STUDENT APARTMENT AND APPLICATION:
 - A. Tenant hereby represents that he/she is a now enrolled or will be enrolled full time as a student at the University of Chicago (a "UC Student"), and Tenant hereby agrees and acknowledges:
 - (1) that the Premises have been designated by Landlord as a UC Student apartment;
 - (2) that Landlord would not enter into this lease but for Tenant's status as a UC Student; and
 - (3) that his or her status as a UC Student is and shall, without Landlord's written consent, be a condition of his or her continued tenancy.
 - B. The application for this Lease and all representations and promises contained therein are hereby made a part of this Lease. Tenant warrants that the information given by Tenant in the application is true. If such information is false, Landlord may at Landlord's option terminate this Lease by giving Tenant not less than 10 days prior written notice.
- 5. PROMISES OF THE PARTIES: The terms and conditions contained herein shall be conclusively deemed the agreement between Tenant and Landlord and no modification, waiver or amendment of this Lease or any of its terms, conditions or covenants shall be binding upon the parties unless made in writing and signed by the parties hereto.
- 6. LANDLORD TO MAINTAIN:
 - A. Tenant hereby declares that Tenant has inspected the Apartment, the Building and all related areas and grounds and that Tenant is satisfied with the physical condition thereof. Tenant agrees that no representations, warranties (expressed or implied) or covenants with respect to the condition, maintenance or improvements of the Apartment, Building or other areas have been made to Tenant except (1) those contained in this Lease, the application, or otherwise in writing signed by Landlord and (2) those provided under applicable law.
 - B. Landlord agrees that Landlord will perform the work, if any, set forth in this Lease within a reasonable time not to exceed 30 days from the commencement of the Term hereof.
 - C. Landlord covenants that at all times during the Term hereof, Landlord shall maintain the Apartment and the Building to the following minimum standards:
 - (1) Effective weather protection, including unbroken windows and doors;
 - (2) Except as otherwise herein provided, plumbing facilities in good working order;
 - (3) A water supply which either under the control of Tenant is capable of producing hot and cold running water, or under the control of Landlord produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewerage system;
 - (4) Heating (and, if furnished, air conditioning and ventilation) facilities in good working order which, if under the control of Tenant, are capable of producing, or, if under the control of Landlord, produce heat (and, if furnished, air conditioning and ventilation) in fixtures provided (and no other) within reasonable accepted tolerances and during reasonable hours. (In the case of heat, minimum tolerances shall be those established by municipal code);



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- (5) Gas and/or electrical appliances which are supplied by Landlord in good working order, and appropriate gas piping and electrical wiring system to the extent existing in the Building maintained in good working order;
 - (6) Building, grounds and areas under the control of Landlord in clean, sanitary and safe condition free from all accumulation of debris, filth, rubbish, garbage, rodents and vermin;
 - (7) Adequate and appropriate receptacle(s) for garbage and rubbish, and if under the control of Landlord, in clean condition and good repair;
 - (8) Floors, stairways, railings and common areas in good repair;
 - (9) Apartment floors, walls and ceilings in good repair and safe condition; and,
 - (10) Elevators, if any, in good repair and safe condition.
- D. It is, however, understood and agreed that buildings are physical structures subject to aging, wear, tear, abuse, inherent defects, and numerous forces causing disrepair or breakdown beyond Landlord's reasonable control, and that components and skilled workmen are not always immediately available. Landlord's costs of operation are fixed and unavoidable and to permit rent abatement or damages to Tenant would create an intolerable burden on Landlord, other tenants and surrounding neighborhood. It is, therefore, understood and agreed that breakdowns of equipment or disrepair caused by (1) conditions caused by Tenant, members of Tenant's household, guests or other persons in the Apartment or Building with Tenant's consent; (2) Tenant's unreasonable refusal or other interference with entry of Landlord or Landlord's workmen or contractors into the Apartment or Building for purposes of correcting defective conditions; (3) lack of reasonable opportunity for Landlord to correct defective conditions; (4) conditions beyond Landlord's reasonable control, including strikes or lockouts; or (5) Landlord's not having actual knowledge of such defective conditions may be asserted by Landlord as a defense in any action against Landlord for breach of covenant based upon the duties of Landlord to maintain the Apartment or Building.
- E. Nothing herein contained shall in the event of fire, explosion or other casualty, impose upon Landlord any obligation to make repairs which are more extensive or different from those required by the provisions of Paragraph 14 of this Lease (Fire & Casualty).
7. UTILITIES: Unless otherwise agreed in writing, if the Apartment is individually metered, payment to the utility company or authorized metering agency of the applicable charges for gas, electricity or water consumed by Tenant in the Apartment, including, if applicable, current used for electric heating, ventilation, air conditioning, hot water, etc., shall be Tenant's sole responsibility. Landlord shall have no obligation to provide, install, remove or repair any television, telephonic, data or other similar service or utility.
8. TENANT'S USE OF APARTMENT: The Apartment shall be occupied solely for residential purposes by Tenant, those other persons specifically listed in the application for this Lease, and any children which may be born to or legally adopted by Tenant during the Term hereof. Unless otherwise agreed in writing, guests of Tenant may occupy the Apartment in reasonable numbers for no more than three weeks during each year of the Term hereof. Neither Tenant nor any of these persons shall perform nor permit any practice that may damage the reputation of or otherwise be injurious to the Building or neighborhood, or be disturbing to other tenants of the Building, be illegal, or increase the rate of insurance on the Building.
9. TENANT'S UPKEEP: Tenant covenants to perform the following obligations during the Term hereof: (A) maintain the Apartment and appurtenances, including all furniture and furnishings, if any, in the Apartment furnished by Landlord to Tenant (Furnishings"), in a clean, sanitary and safe condition; (B) dispose of all rubbish, garbage and other waste in a clean, sanitary and timely manner from the Apartment into the refuse receptacles provided; (C) properly use and operate all Furnishings, appliances, electrical, gas and plumbing fixtures; (D) not place in the Apartment or Building any furniture, plants, animals, or any other things which harbor insects, rodents, or other pests; (E) keep out of the Apartment or Building materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord; (F) not destroy, deface, damage, impair, nor remove any part of the Furnishings, Apartment or Building facilities, equipment or appurtenances thereto; (G) prevent any person in the Apartment or Building with Tenant's permission from violating any of the foregoing Tenant obligations; and (H) maintain all smoke detectors and carbon monoxide detectors (if any) in the Apartment in accordance with applicable law. Tenant shall not suffer or commit any waste in or about the Apartment or Building and shall, at Tenant's expense, keep the Apartment in good order and repair (except to the extent Landlord has in this Lease agreed to so do). On termination of this Lease, Tenant shall remove all of Tenant's personal belongings from the Apartment and Building (or be charged with the cost of removal, disposal, or storage of such personal belongings) and shall return the Apartment and Furnishings to Landlord in the same condition as delivered, reasonable wear excepted.
10. ALTERATIONS, ADDITIONS, FIXTURES, APPLIANCES, PERSONAL PROPERTY: Tenant shall make no alterations or additions or install, attach, connect, or maintain in the Apartment or any part of the Building, interior or exterior, major appliances or devices of any kind without in each and every case the written consent of Landlord and then, if granted, only upon the terms and conditions specified in such written consent.
11. ACCESS: At Landlord's discretion, Landlord shall be provided with and may retain and use any keys necessary for access to the Apartment. Landlord reserves the right in accordance herewith to enter the Apartment in order to inspect same, make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, exhibit the Apartment to prospective or actual purchasers, mortgagees, tenants (within 60 days or less prior to the expiration of this Lease), workmen, or contractors, or as is otherwise necessary in the operation and/or protection of the Building, its components or persons therein. In the event repairs or maintenance elsewhere in the Building unexpectedly require access and in any case of apparent or actual emergency, Landlord may enter the Apartment at any time without notice, except that Landlord shall give Tenant notice thereof within two days after such entry. In all other cases, entry by Landlord shall be in accordance with agreement with Tenant or, if same is impractical or refused after two days notice and at reasonable times. Entry between 8:00 a.m. and 8:00 p.m., or at any other time expressly requested by Tenant shall be presumed reasonable. Notice for the purpose hereof may be by regular mail, telephone, personal delivery or other means designed in good faith to provide notice to Tenant.
12. SUBLETTING AND RELETTING:
- A. Tenant may substitute a new tenant for the balance of the Term hereof provided (1) Landlord consents to the prospective new tenant, and (2) Tenant upon demand pays (a) in advance, the deficiency if the aggregate rent from the reletting for the balance of the Term hereof is less than the aggregate rent then remaining to be paid under this Lease, and (b) all permissible expenses of reletting (if any) including advertising, decorating, repairs, replacement, commissions and/or an administrative fee for performing the details attendant to such a transaction in the reasonable amount as determined by Landlord.
 - B. Landlord may at any time and for any reason reject any prospective new tenant; provided, however, that Landlord shall accept a reasonable sublease proposed by Tenant without an assessment of additional fees or charges, *further provided, however*, that, notwithstanding anything to the contrary herein, that Landlord reserves the right to reject any prospective new tenant who is not a UC Student, and Tenant agrees and acknowledges, in connection with Section 4.A of this Lease, that such rejection shall be reasonable.
 - C. Leasing other vacancies in the Building prior to reletting or subletting the Apartment shall not be deemed to be a failure on the part of Landlord to make a good faith effort to relet or sublet the Apartment;
 - D. Tenant shall neither sublet the Apartment nor any part thereof, nor assign this Lease, nor permit by any act or default of himself or any other person, any transfer of Tenant's interest by operation of law, nor offer the Apartment or any part thereof for lease or sublease except in accordance herewith. Unless Landlord enters into a new lease with respect to the Apartment with a new tenant, nothing herein contained shall be construed as relieving Tenant of Tenant's obligations under this Lease or applicable law.
13. ABANDONMENT: The Apartment shall be deemed abandoned when:
- A. Actual notice has been provided to Landlord by Tenant indicating Tenant's intention not to return to the Apartment; or
 - B. Tenant has been absent from the Apartment for 21 days, has removed Tenant's personal property from the Apartment, and rent for that period is unpaid; or
 - C. Tenant has been absent from the Apartment for 32 days and rent for that period is unpaid.
14. FIRE AND CASUALTY: If the Apartment is damaged or destroyed by fire or casualty, then Landlord and Tenant shall have the rights and obligations set forth in the Chicago Residential Landlord and Tenant Ordinance, or, in the event that the Chicago Residential Landlord and Tenant Ordinance is not applicable, Landlord may, at Landlord's option, (a) terminate the Lease or (b) relocate Tenant to another comparable apartment managed by Landlord.
15. TERMINATION AND RETURN OF POSSESSION:
- A. Upon the termination of this Lease, whether by lapse of time or otherwise, or upon termination of Tenant's right of possession without termination of this Lease, Tenant shall yield up immediate possession to Landlord and deliver all keys to Landlord at the place where rent is payable, or as otherwise directed by Landlord. The mere retention of possession thereafter shall constitute a forcible detainer. Landlord shall have the right and license with process of law (and if Tenant abandons the Apartment, Tenant grants Landlord and Landlord shall have such right and license without process of law) to enter into the Apartment, to have the Apartment returned to Landlord as Landlord's estate, to take possession of the Apartment and to expel and remove Tenant, and any others who may be occupying or within the Apartment, and any and all property from the Apartment, without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law.
 - B. Tenant agrees that in the event Tenant fails to vacate the Apartment upon termination of this Lease or upon expiration of Tenant's right of possession that:
 - (1) Tenant shall pay as liquidated damages for the entire time that possession is withheld a sum equal to three times the amount of rent herein reserved, pro rated per day of such withholding, or Landlord's actual damages if same are ascertainable, whichever is greater; or
 - (2) Landlord, at its sole option, may, upon giving Tenant written notice, extend the term of Tenant's tenancy for a period of time not to exceed one year at such rent as Landlord has advised Tenant prior to the Lease termination date or expiration of Tenant's right of possession; or

Initials: _____ Initials: _____
 Landlord Tenant(s)



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- (3) If Landlord fails to notify Tenant within 45 days of said termination date or expiration of Tenant's right of possession of Landlord's election under either (1) or (2), Tenant's continued occupancy shall be for a month-to-month term.
 - (4) No action or non-action by Landlord except as herein provided, and except as expressly provided otherwise in the Chicago Residential Landlord and Tenant Ordinance, shall operate as a waiver of Landlord's right to terminate this Lease or Tenant's right of possession, nor operate to extend the Term hereof.
- C. Notwithstanding any provision in this Lease to the contrary, in the event Landlord or its agents, assigns or affiliates desire to either: (1) sell, demolish, rebuild or extensively remodel the Building or a portion of the Building in which the Apartment is situated; or (2) lease said Apartment to an individual with a disability (as defined under the Americans with Disabilities Act), Landlord reserves the right to and may terminate this Lease upon giving Tenant not less than sixty (60) days prior written notice of Landlord's election to do so.
16. **EMINENT DOMAIN (CONDEMNATION):** If the whole or any subsequent part of the Building is taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Building, the term of this Lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.
17. **LANDLORD'S MORTGAGE:** This Lease is not to be recorded and is and shall, hereafter, be deemed to be subordinate to any present or future mortgages on the real estate (or any part of it) upon which the Building is situated and to all advances upon the security of such mortgages.
18. **LEASE BINDING ON HEIRS, ETC.:** All the covenants and agreements of this Lease shall be binding and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant, subject to the restrictions set forth in Paragraph 12 hereof, except that where there are only one or two persons named or remaining as Tenant herein, then, in the event of the death of one or both Tenant(s), the surviving Tenant and/or the heirs or legal representatives of the deceased Tenant may terminate this Lease at the end of any calendar month within 120 days of said occurrence by giving Landlord not less than 45 days prior written notice.
19. **NOTICES:** Except as herein provided, any demand to be made or notice to be served, including those provided by statute, shall be construed to mean notice in writing signed by or on behalf of the party giving same, and served upon the other party (A) in person, or (B) by certified or registered mail, return receipt requested, postage prepaid, at the address herein set forth or at such other address as either party may designate by written notice to the other. Notice by mail shall be deemed given, served and effective at the time deposited into the United States Mail, regardless of when received. Notice served in person on Tenant may be served if left with some person residing in or in possession of the Apartment above the age of 12 years, and in the event of an apparent abandonment, notice may be served by posting same on the door of the Apartment in addition to service by mail in accordance herewith. Notices served in person on Landlord may be served on any office employee of Landlord.
20. **RESIDENT TO INSURE POSSESSIONS/LIMITATIONS ON LANDLORD LIABILITY:** Landlord is not an insurer of Tenant's person or possessions. Tenant agrees that all of Tenant's person and property in the Apartment or elsewhere in the Building shall be at the risk of Tenant only and that Tenant will carry such insurance as Tenant deems necessary therefore. Tenant agrees that all deliveries made to Tenant and deposited in any public area of the Building shall be at the sole risk of Tenant, whether said delivery is lost, stolen, destroyed, or in any other manner does not reach the possession of Tenant. Tenant further agrees that, except as provided under applicable law and except for instance of negligence or willful misconduct of Landlord, its agents or employees, Landlord, its agents and employees shall not be liable for any damage to the person or property of Tenant or any other person occupying or visiting the Apartment or Building, sustained due to the Apartment or Building or any part thereof or any appurtenances thereof becoming out of repair (as example and not by way of limitation), due to damage caused by water, snow, ice, frost, steam, fire, sewerage, sewer gas or odors; heating, cooling, and ventilating equipment, leaking pipes, faucets, and plumbing fixtures; mechanical breakdown or failure; electrical failure; the misuse or non-operation of observation cameras or devices (if any), master or central television equipment and antennas (if any), cable television equipment (if any) or mailboxes; or due to the happening of any accident in or about the Building; or due to any act or neglect of any other tenant or occupant of the Building or any other person. Further, except as provided under applicable law, Landlord shall not be liable to Tenant for any damage to the person or property of Tenant sustained due to, arising out of, or caused by, the acts or omissions of any third party whether or not such third party is a tenant of the Building.
21. **REMEDIES CUMULATIVE, NON-WAIVER:**
- A. All rights and remedies given to Tenant or to Landlord shall be distinct, separate, and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law.
 - B. No waiver of any breach or default of either party hereunder shall be implied from any omission by the party to take any action on account of a similar or different breach or default.
 - C. Except as expressly prohibited by the Chicago Residential Landlord and Tenant Ordinance, no express waiver shall affect any breach other than the breach specified in the express waiver and such express waiver shall be effective only for the time and to the extent therein stated.
22. **TENANT'S WAIVER:** Tenant's covenant to pay rent is and shall be independent of each and every other covenant of this Lease; provided however that nothing herein shall preclude Tenant from exercising the rights contained in the Chicago Residential Landlord and Tenant Ordinance.
23. **LANDLORD'S REMEDIES:**
- A. If Tenant,
 - (1) defaults in the payment of any single installment of rent or in the payment of any other sum required to be paid under this Lease or under the terms of any other agreement between Tenant and Landlord and such default is not cured within five (5) days of written notice, or
 - (2) defaults in the performance of any other covenant or agreement hereof, and such default is not cured by Tenant within ten (10) days after written notice to Tenant from Landlord (unless the default involves a hazardous condition which shall be cured forthwith): The University may place a restriction on Tenant's student account as an additional remedy; or
 - (3) ceases to be a registered student of the University,
 then Landlord may treat any of such events as a breach of this Lease and Landlord may exercise all rights and remedies provided at law or in equity, including, if applicable, the termination of this Lease and the term created hereby, in which event Landlord may forthwith repossess the Apartment in accordance with Paragraph 15(A) hereof.
 - B. Tenant shall pay to Landlord all Landlord's costs, expenses and attorney's fees in and about the enforcement of the covenants and agreements of this Lease as provided by court rules, statute or ordinance.
24. **OTHER AGREEMENTS:**
- A. Tenant represents and warrants to Landlord that Tenant is a registered student of the University.
 - B. The headings or captions of paragraphs are for identification purposes only and do not limit or construe the contents of the paragraphs.
 - C. Obligations and duties to be performed by Landlord may be performed by Landlord, its agents, employees or independent contractors. Only Landlord or its designated agent may amend or modify this Lease or Landlord's obligations hereunder.
 - D. All rights and remedies of Landlord under this Lease, or that may be provided by law, may be exercised by Landlord in Landlord's own name individually, or in Landlord's name by Landlord's agent, and all legal proceedings for the enforcement of any such rights or remedies, including distress for rent, forcible detainer, and any other legal or equitable proceedings, may be commenced and prosecuted to final judgment and execution by Landlord in Landlord's own name individually, or by agent of any Landlord who is a principal.
 - E. Tenant agrees that Landlord may at any time and as often as desired assign or re-assign all of its rights as Landlord under this Lease.
 - F. The words "Landlord" and "Tenant" as used herein shall be construed to mean plural where necessary and the necessary grammatical changes required to make the provisions hereof apply to corporations or persons, women or men, shall in all cases be assumed as though in each case fully expressed.
 - G. The obligations of two or more persons designated Tenant in this Lease shall be joint and several. If there is more than one party named as Tenant, other than children in a family, all must execute this Lease and any modification or amendment hereto.
 - H. "Apartment" used herein shall refer to the dwelling unit leased to Tenant.
 - I. Tenant's occupancy or use of any storeroom, storage area, or laundry room in or about the Building shall be as licensee only and, unless specifically provided otherwise in this Lease, such license is granted without charge to Tenant and may be revoked by Landlord at any time. Tenant understands and agrees that due to the construction, location and use of such storeroom, storage area or laundry room, Landlord cannot and shall not be liable for any loss or damage of or to any property placed therein. Tenant should not store or leave valuable items in such areas. The termination of this Lease for any reason shall also serve to terminate Tenant's right to use such storeroom, storage area, or laundry room.
 - J. "Building" as used herein shall include the entire physical structure located at and about the address hereinabove stated, including machinery, equipment, appurtenances which are a part thereof, grounds, recreational areas and facilities, garages and out-buildings, and other apartment buildings which form a complex owned or operated as a single entity.
 - K. The invalidity or unenforceability of any provision hereof shall not affect or impact any other provision.
 - L. The term "Chicago Residential Landlord and Tenant Ordinance" as used herein shall mean the Chicago Residential Landlord and Tenant Ordinance (Chicago Municipal Code ch. 5-12) as the same has heretofore been, and may from time to time hereafter be, amended. In the event of an express conflict between the terms and provisions of this Lease and the terms and provisions of the Chicago Residential Landlord and Tenant Ordinance, the terms and provisions of the latter shall control.



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25. **RULES AND REGULATIONS:** Tenant covenants and agrees to keep and observe the following rules and regulations and such rules and regulations as may later be promulgated by Landlord or Landlord’s agent for the necessary, proper and orderly care of the Building (provided such later rules and regulations do not materially change the terms contained in this Lease)
- A. Passages, public halls, stairways, landings, exterior porches, balconies, elevators and elevator vestibules shall not be obstructed or be used for play or for any other purpose than for ingress to and egress from the Building or apartments, nor shall any person be permitted to congregate or play around the common interior areas of the Building. All personal possessions must be kept in the Apartment or in storage areas if provided by Landlord.
 - B. All furniture, supplies, goods and packages of every kind shall be delivered through the rear or service entrance, stairway or elevator.
 - C. Carriages, bicycles, sleds and the like shall not be allowed in the lobbies, public hallways, passageways, stairway landings, courts or elevators of the Building and are to be stored only in places designated for storage by Landlord.
 - D. Laundry and drying apparatus shall be used in such a manner, at such times, and in such place(s) as Landlord may clearly post in such area. Clothes washers and dryers, and dishwashers, unless installed by Landlord, cannot be kept in the Apartment or in common areas, including but not limited to lobbies, public hallways, passageways, or stairway landings.
 - E. The use of garbage receptacles or incinerators shall be in accordance with posted signs and only garbage and refuse wrapped in small, tight parcels may be placed in garbage receptacles or incinerator hoppers. Because they are highly explosive, aerosol cans or inflammable materials shall be placed in garbage receptacles or dropped into the incinerator only if the use for such purpose is so posted.
 - F. Without prior written consent of Landlord, no sign, signal, illumination, advertisement, notice or any other lettering, or equipment shall be exhibited, inscribed, painted, affixed or exposed on or at any window or on any part of the outside or inside of the Apartment or the Building.
 - G. No awnings or other projections, including air conditioners, television or radio antennas, wiring or satellite dishes, shall be attached to the roof or extend beyond the outside walls of the Building. Notwithstanding the foregoing and the provision of Paragraph 10 hereof, if the Apartment is not air conditioned or if Landlord does not furnish an air conditioning unit to Tenant, Tenant may install one window air conditioning unit and operate same from the Building’s electricity. It is agreed that, if Tenant installs an air conditioning unit, (a) such air conditioning unit shall be of the type that will operate safely on the Building’s existing circuits and wiring; (b) Tenant assumes all responsibility for any damage to the Apartment or the Building or injury to persons that may occur as a result of the installation or operation of the air conditioning unit; and (c) Tenant shall remove such air conditioning unit on or before October 31 of each year of the term of this Lease. If the Apartment is air conditioned, whether the air conditioner is furnished by Landlord or installed by Tenant, and whether the installed air conditioner is operated by Tenant, and if Landlord provides electricity as set forth on page 1 of this lease, Tenant shall pay to Landlord as additional rent the amount of the Air Conditioner Charges set forth on page 1 of this Lease on or before the first day of each month in advance for each month that such charge is payable.
 - H. Without prior written consent of Landlord, Tenant shall not alter any lock or install a new lock or a knocker or other attachment on any door of the Apartment, except as provided under applicable law, in which case Tenant shall provide Landlord with the key to any new lock.
 - I. No waste receptacles, supplies, footwear, umbrellas, or other articles shall be placed in the hall, on the staircase landings, nor shall anything be hung or shaken from the windows or balconies or placed upon the outside window sills.
 - J. No noise, music or other sounds shall be permitted at any time in such manner as to disturb or annoy other occupants of the Building. Any complaint by or dispute between Tenant and other occupant(s) of the Building caused by noise, music or other sounds shall be the sole responsibility of Tenant to resolve. Landlord shall have no obligation to resolve such complaint or dispute.
 - K. The toilets, sinks and other plumbing fixtures shall not be used for any purpose other than for those for which they were designed; no sweepings, rubbish, rags or any other improper articles shall be thrown into them. Any damage resulting from misuse of such facilities shall be paid for by Tenant.
 - L. There shall be no cooking or baking done in or about the Apartment except in the kitchen. Cooking on a barbecue or other similar equipment on a porch, terrace, or balcony is expressly forbidden.
 - M. No furniture filled with a liquid or semi-liquid shall be brought in or used in the Apartment.
 - N. Except as otherwise required by applicable law, Landlord shall have no obligation to cause or allow cable television service to be installed in the Building or the Apartment. In the event that cable television service is provided in the Building or Apartment, Tenant understands and agrees that (a) Landlord cannot and shall not be liable to Tenant for any damage suffered by or to the person or property of Tenant due to improper or inadequate cable television installation reception; (b) Landlord shall have no obligation or responsibility to collect any fee on behalf of any provider of cable television service, and (c) Tenant shall provide access to the Apartment at all reasonable hours to allow the installation, repair or maintenance of the cable television equipment in the Building or the Apartment.
 - O. Without prior written consent of Landlord, Tenant is prohibited from painting or wallpapering the Apartment walls or ceilings, or painting floors or woodwork.
 - P. Mops and rugs shall not be cleaned or beaten on or from the porches.
26. **PETS:** Without written consent of Landlord (which may be revoked at any time upon 10 days’ written notice by Landlord to Tenant), Tenant shall not have any, and Tenant shall not allow any pets or animals in any apartment or public area of the Building.
27. **SHARED APARTMENT TENANCY:** If there is more than one Tenant hereunder, each Tenant understands and agrees as follows:
- A. Each Tenant shall have the exclusive use of a portion of the Apartment as the Tenants shall agree and the balance shall be used by them in common.
 - B. Upon termination of a Tenant’s right of possession, by lapse of time or otherwise, or a Tenant vacates, leaving a Tenant or Tenants in possession, the Tenant or Tenants remaining in possession agree that the Landlord shall have the right of access for the purposes provided in paragraph 11 of this Lease to the portion of the Apartment vacated.
 - C. Tenant or Tenants remaining in possession of the Apartment shall not use the portion of the Apartment that was exclusively used by the vacating Tenant and shall not place any personal belongings therein.
 - D. In the event Landlord terminates a Tenant’s lease or right of possession, Landlord may, but shall not be obligated to, lease the portion of the Apartment vacated by the Tenant upon terms and conditions determined solely by Landlord.
 - E. If less than all of the Tenants hereunder wish to renew this Lease, all of said Tenants must remain as Tenants for the renewal term; or if less than all wish to renew this Lease, it shall be the obligation of the Tenant or Tenants desiring to renew to obtain a new tenant for the full renewal term. Any such new tenant must complete and file with the Landlord the Landlord’s form of Application for Lease and comply with the usual and customary requirements of the Landlord as they apply to lease applicants. Landlord, in its sole discretion, shall have the right to reject the application of such new tenant.
28. **HARDSHIP APPEAL:** If, during the lease term, Tenant experiences extraordinary circumstances that significantly impact Tenant’s ability to remain in the apartment, Tenant may submit a hardship request (“Hardship Request”). The basis for the Hardship Request shall be considered only in cases of extraordinary financial or personal exigency which has arisen after the Lease was signed, including death or serious illness of a member of Tenant’s immediate family or other serious circumstance. Tenant shall submit a written Hardship Request to Landlord in the form of an affidavit signed by Tenant, and include, at a minimum, the following information: (1) date of request; (2) name, Apartment number and address of Tenant, or if Tenant has vacated the Apartment, then the new address of Tenant; (3) a clear recitation of all the facts supporting the request, along with all supporting documents; (4) a stipulation that the Hardship Request is being made in accordance with the terms of this Lease. Within five business days after receipt of Tenant’s Hardship Request, the Area Property Manager acting on behalf of Landlord (“Area Property Manager”) shall respond in writing with an answer or request for additional information. If additional information is requested and is not received within ten business days of the date of mailing of the request, the hardship request shall be deemed conclusively denied. If Area Property Manager denies the Hardship Request, Tenant may, within five business days after receipt of the denial, appeal that decision in writing to the Assistant Director of Real Estate Operations setting forth Tenant’s objections to the denial. Within five business days of the receipt of the appeal, the Assistant Director shall respond in writing with an answer or request for additional information. If additional information is requested by Assistant Director and not received within ten business days of the date of mailing of the request, the Hardship Request shall be deemed conclusively denied. If Assistant Director affirms Area Property Manager’s denial, Tenant may, within five business days after receipt of the denial, appeal the decision in writing to the Dean of Students in the University (“Dean of Students”), setting forth Tenant’s objections to the Assistant Director’s denial. The Dean of Students shall strive to respond with an answer or request for additional information within five business days of the receipt of said appeal. The decision of the Dean of Students shall be final and binding. If the Hardship Request is approved, the Tenant shall provide to Landlord a written Vacancy Notice at least 30 days prior to Tenant’s intended date of vacating which cannot be earlier than thirty days from the date of approval. If the Hardship Request is denied, Tenant shall be held to the full term of this Lease.

Landlord:
The University of Chicago

Tenant: _____

By: _____

Tenant: _____