

Cuming Holdings LLC: Residential Lease: Apartment

BY THIS AGREEMENT made and entered into on _____, between Cuming Holdings LLC herein referred to as Lessor, and _____ herein referred to as Lessee. Lessor leases to Lessee the premises situated at _____, in the City of Elgin, County of Kane, State of IL, and more particularly described as follows: _____ Together with all appurtenances, for a term of ____ Year(s), to commence on _____, and to end on _____, at five o'clock p. m.

1. Rent. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of _____ Dollars (\$ _____.00) per month in advance on the _____ day of each calendar month beginning _____. Rent is due at 80 S Grove Ave, City of Elgin, State of Illinois, 60120, or at such other place as Lessor may designate. This means rent is due by 9am the day of your lease day: The _____.

Special Rent Terms: _____

2. Security Deposit. On execution of this lease, Lessee deposits with Lessor _____ Dollars (\$ _____.00), receipt of which will be acknowledged by Lessor when full amount is delivered, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, on the full and faithful performance by him of the provisions hereof. If applicable, a One Hundred Dollar, (\$100.00) per pet non-refundable pet fee is also required. _____

3. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. If non-maintenance issues occur with other tenants, the tenants will endeavor to handle the situation to mutual satisfaction before involving management. Lessor will keep their pets, guests, family members and all other people of their responsibility quiet and not be a nuisance to any other residents, their guests or company staff.

4. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease. This includes cleaning up pet waste IMMEDIATELY.

5. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than ____ persons, consisting of ____ adults and ____ children under the age of ____ years, without the written consent of Lessor. _____

6. Condition of Premises. Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenant-able condition. There is a checklist used at move in.

7. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

8. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

9. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been un-tenantable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

10. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

11. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that the following shall be provided. Water, Sewer, Lawn-care, Mowing, Garbage, (Yes/No) Heat, (Yes/No) Hot Water, Other: _____

- a) Any utilities that are the tenant's responsibility that the landlord has to pay for will be charged a fee of \$5 and 10% of the amount of the bill. This total amount will be due at or before the next rental payment date. This amount will be counted as "additional rent" and can bear the same penalties and fees as rental payments.

12. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

13. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean, maintain the smoke detectors and carbon monoxide detectors; keep the electric bells in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

14. Animals. Lessee shall keep no domestic or other animals on or about the leased premises without the written consent of Lessor. Lessee will follow all pet ordinances of the city and ensure their pets do not disturb or endanger the other tenants. Any dogs must be supervised outside by an adult. All dog waste must be cleaned up immediately. If requested, current vet reports of any suspected issues must be provided. All pets must be kept healthy and sanitary. Landlord reserves the right to make any reasonable pet requests including ones not explicitly stated in the lease. A signed pet addendum is required to cover all pets. The following pets are approved: _____

15. Display of Signs. During the last ____ days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants. Lessor also maintains the right to display other signs to go with the season.

16. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

17. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on days' written notice served by either Lessor or Lessee on the other party.

18. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

19. Default. If any default is made in the payment of rent, or any part thereof, at the times herein before specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

20. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof or is suspected of doing so, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

21. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

22. Radon Gas Disclosure. As required by law, (Landlord) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

23. Lead Paint Disclosure. "Every lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The lessor of any interest in residential real estate is required to provide the buyer or lessee with any information on lead-based paint hazards from risk assessments or inspection in the seller or lessor's possession and notify the buyer or lessee of any known lead-based paint hazards."

24. Other Terms:

THIS LEASE IS A LEGAL BINDING CONTRACT BETWEEN YOU AND YOUR LANDLORD. WE WILL TAKE ANY LEGAL ACTION NECESSARY TO ENFORCE ALL THE TERMS OF THIS LEASE. DO NOT SIGN THIS LEASE UNLESS YOU COMPLETELY AGREE WITH ALL TERMS OF THIS LEASE INCLUDING ANY LEASE ADDENDUMS. FAILURE TO COMPLY WITH ALL THE TERMS OF THIS LEASE CAN RESULT IN FINES, EVICTION, JUDGEMENT, AND NEGATIVE REPORTING TO CREDIT BEUREUS.

1. RENTAL PAYMENTS:

- Rental payment must be paid using Zelle/Quickpay, or by check. Other forms of payment will need written consent from the lessor.
- Any payments returned unpaid from your bank for any reason will result in a \$50.00 fee to be applied towards your balance per occurrence.
- Any returned payment not rescheduled and collected within 5 days of due day will result in a \$150.00 per month charge added to your balance.
- If we have to physically come to you for past due balances or to pickup payments, a \$35.00 trip charge will be added each and every time.
- Any intentionally stopped payment (stop payments) will be submitted to authorities for prosecution. Do not stop payment, it is against the law.
- If you run into financial problems, please contact us. We can usually work things out with you, however if you avoid our calls and attempts to contact you, we will file eviction papers quickly. Keep the communication lines open with us, and we will make attempts to work with you.

2. UTILITIES:

- You are responsible for your utilities in your name from the day you take possession of your unit until the day you move out of your unit. Proof of payment on final bill is required prior to security deposit refund.
- Landlord does not supply or maintain air conditioning in the summer season.
- Any utilities that are the tenant's responsibility that the landlord has to pay for will be charged a fee of \$5 and 10% of the amount of the bill. This total amount will be due with or before the next rental payment date. This amount will be counted as "additional rent" and can bear the same penalties and fees as rental payments. Initial Here:_____.

3. BUGS / RODENTS / PESTS

- Tenant is responsible to inform landlord of any bug, rodent or pest issues promptly. Should such an infestation be caused by the tenant in a multi-unit, they will be required to obtain a contract for service with a certified pest control company if a pest infestation occurs. If naturally occurring, all multi family units will be under contract. In all single family homes, the tenant is responsible for all Bugs/rodents/pests.

4. MAINTNENANCE / REPAIRS

A) TENANT RESPONSIBILITIES: include: clogged drains, mold removal in baths, cleaning and upkeep etc, interior painting and plastering, carpet and floors, light bulbs, smoke detectors, carbon monoxide detectors, any other desired detectors, door repairs, window repairs, broken or damage to the interior of property, winterizing weather-strip windows and doors, snow and ice removal, violations during inspections, furnace filters, garbage - trash - debris, blown fuses,

I. Tenant is responsible for all repairs that resulted in tenant misuse, abuse, carelessness, and routine maintenance. This includes, carpet replacement, wall damage or scuffed beyond cleaning.

II. All repairs must be performed by a landlord approved contractor or in-house maintenance. Any work performed by a person who has not been authorized in writing by landlord to perform work, will be inspected for workmanship and proper repairs at tenants expense.

III. Payment is due from tenant at time of service unless a written agreement from landlord stating otherwise.

IV. If a repair is made and it is determined the tenant is responsible for the repair, the tenant will reimburse the paying party immediately.

V. Emergency maintenance issues must be reported immediately.

VI. All tenants are responsible for snow and ice removal. (all units)

VII. We assume no liability for any unknown obstructions that may occur in or around your unit and it is tenants responsibility to report maintenance issues. Tenant holds landlord harmless for any injuries sustained as a result or such obstructions and hazards.

IX. Tenant is responsible for any and all damage to the unit excluding normal wear and tear found during annual inspections from governing bodies. Tenant will be charged for the repairs of any damage found.

B) LANDLORD RESPONSIBILITIES: major appliances not caused by tenant misuse, roofing, major plumbing problems, exterior worn peeling paint, hvac, hot water tanks, gutter repair, decks, electrical.

I. Landlord is responsible for all repairs that would of occurred even if unit was vacant, except maintenance.

II. Landlord is responsible for normal wear and tear.

5. **PARKING:** We do not guarantee, maintain or provide parking. All Parking must be on paved parking areas. No lawn/dirt/gravel/yard parking.

6. **ENTRY, INSPECTIONS, SHOWINGS:** (all applies to landlord and landlords agents or representatives)

a) Landlord has the right to enter premises at any time with a 24 hour notice to tenant. Tenant cannot withhold entry to landlord with proper notice or by being unreachable. If after 3 unsuccessful attempts to reach tenant, landlord may enter unit.

b) Landlord may enter unit without any prior notice to protect human life and or property from damage, address an emergency maintenance or repair issue, grant police access if landlord suspects criminal, activity or overcrowding, to verify if unit has been abandoned.

c) Landlord may begin to show unit for rental within 60 days prior to lease expiration with 24 hour notice.

d) For repairs for your or other units, permission can not be withheld. We will attempt to give you at least 24 hours notice unless it is an emergency. In the case of an emergency, Lanlord will attempt to contact tenant and then may enter unit immediately.

7. SALE OF PROPERTY

Sometimes we may offer to sell our rental properties to other investors. This is highly unlikely, but, Landlord has the right to offer, advertise with a realtor, and grant access to view property from prospects. Tenant will receive a notice prior to showings. Realtors or agents may be granted access to show property if tenant is not available from the showing, as long as proper notice was given.

1) Sold To Another Landlord: If sold during the course of the existing lease, this lease is also sold and transferred with the property. Terms of the lease will stay exactly the same until lease expires. Security deposit on file will be transferred to new landlord as well as lease, application and any other tenant information.

2) Sold To A Owner Occupied Buyer: If sold during the course of the lease, and the new owner wants the unit to live in, prior to sale, your existing landlord can make you an offer to buy out the remainder of your lease. Terms and amount to be determined and agreed on by both tenant and landlord if situation arises.

8. RENEWALS / MOVE OUT

a) Landlord may offer to renew your lease at the end of your current one but is not obligated to renew your lease past the lease expiration date.

b) YOU CANNOT MOVE OUR EARLY WITHOUT THE WRITTEN CONSENT OF YOUR LANDLORD: You will be responsible for the remaining balance of rent due till the end of your lease even if you move out early without the written consent of your landlord. We may obtain a court order to garnish your income for the remainder of your lease. Contact our office at least 30 days ahead of time if you would like to end your lease early to discuss it.

c) If a tenant abandons a unit, tenant gives up all rights to unit and landlord may enter change locks, and re-rent unit. Abandonment is considered after several attempts to contact tenant, and after observing most of tenants possessions have been removed from unit.

d) Tenant is legally required to vacate the unit no later than the expiration date of the current lease unless landlord agrees in writing to a lease extension. Failure to vacate by the expiration date of this lease is considered a holdover.

e) **HOLDOVER:** Illinois Statute 735ILCS 5/9-20 A person who stays on at a landlord's property beyond the period of a rental or lease agreement is referred to as a holdover. An Illinois landlord is entitled to collect double rent from any willful holdover and can file an action in state court to collect the amount due. If the tenant gives notice he is leaving or not renewing his rental agreement, but remains after the expiration of the notice period, he can be treated as a holdover and is subject to double rent.

f) During move out, an inspection will be done only after you have moved everything out and are turning over the keys. Inspections are not done outside of business hours without prior arrangement. The tennant is required to be there during move out inspection or the security deposit is forfeit.

9. **DEFAULTS:** Tenant is responsible for any and all terms of this lease and lease addendums. In the event tenant caused a default of any terms of this lease, and is evicted from this unit, tenant will be responsible for 100% of landlords collection, court, eviction and or attorney fees.

10. SECURITY DEPOSITS

a) Your security deposit cannot be used in place of rent.

b) If you are evicted or move out early without written authorization from landlord, your security deposit will be forfeited in full to landlord.

c) To ensure you receive your full refund back, you must show proof of all utilities paid up till no more then 72 hours of your move out date.

d) Landlord performs an inspection of the unit and grounds, only after tenant has vacated the unit and the unit is free and clear of all of tenants belongings. No inspection will be made until tenants has vacated the property.

e) Only after inspection is completed can landlord issue a refund of the security deposit. If all financial obligations, utility bills are paid up to date in full, and the unit is considered in good move out condition the landlord may issue your refund sooner. If any damage exists, or any outstanding financial obligations exist, the landlord will send you a statement of any charges against your deposit as well as any balance left over from your deposit.

f) Our units are in good condition when you moved in. To receive your deposit back the unit must be in good condition when you move out.

g) All keys must be returned prior to any deposit being refunded back to the tenant.

h) Your deposit refund will be in 30 days or less, but not less then 14 days from move-out, return of keys and proof of utilities paid.

Sign Here to Acknowledge Security Deposit is Read: X _____

11. FEES / CHARGES

a) 35.00 lockouts b) 35.00 late charge if up to 5 days late c) 35.00 each to physically pickup rent d) 55.00 lost key e) 150.00 late charge per month after 5 days f) 50.00 each 5 or 10 day notice issued g) 75.00 lease violations h) full landlord eviction costs and fees i) labor of 45.00 per man hour & materials for any tenant caused maintenance repair. (1 hour minimum) k) 50.00 each returned payment. l) 1% interest charge per month on any balance we carry for you. m) Any increase in water or other utility costs due to tenant misuse n) any fines or fees we recieve from the city or other because of the tenant plus a \$50 handling fee. **Sign here to Acknowledge Fees:**x _____

12. OTHER TERMS

a) Tenant is responsible for all of tenants personal possessions in or around the entire property. Landlord is not responsible for theft, damage to any of tenants possessions.

- b) It is required that tenant obtain at tenants costs, renters insurance naming landlord as secondary insured. Limits of at least \$100,000.00 are required. We can assist in finding appropriate insurance. Proof of insurance must be on file with landlord.
- c) Landlord does not reimburse any living expenses in the event of any unforeseen building issues that cause temporary tenant relocation. Tenants renters insurance covers such events.
- d) No long terms guests more than 71 hours at the property.
- e) Tenant is responsible for any mold, lead base paint, radon tests in unit. Tenant acknowledges no such tests have been performed for the property and landlord has no such records that any mold, lead base paint, or radon exists.
- f) Any illegal activity will be reported to the police department and may be grounds for immediate eviction.
- g) This unit is a smoke free unit. Smoking of any kind is not permitted inside the unit at any time. "Vaping" is allowed.
- h) A parking permit is required to park on the property. Any vehicles not displaying a valid parking pass will be towed at owners expense.
- i) A valid email address and phone number is required to be kept on file with landlord. (If changed please call office)
- j) No pools allowed on the property. This is a lease violation and the tenant will be responsible for the violation cost as well as cost of water used.
- k) Please note here if you are serving in the military and there is any chance you may be called up or deployed: (Y / N) ***

13. EARLY LEASE TERMINATION BY LANDLORD

- a) Tenant violated terms of lease. (30 day notice)
- b) Unit becomes condemned due to tenant (24 hour notice, per city ordinance)
- c) Management / ownership change (30 day notice)
- d) Illegal activities or possessions on premises (See Crime Free Addendum) _____ Tenants Initials
- e) Landlords desire to use unit for personal or family use. (30 day notice)
- f) If lease causes a financial hardship for landlord. (30 day notice)
- g) If major improvements are needed to be made on property.
- h) Tenant remains in unit with out landlord approval or new lease is called a "Holdover" See sec. 14
- i) Tenant causes regular issues with other tenants or staff. (30 day notice)

14. WE REWARD OUR BEST TENANTS

- a) Any tenant who has not received any lease violation and has not been late or bounced a payment more than one time in the previous lease year will receive a \$100.00 bonus to sign another years lease.
- b) We are always looking for good tenants. We offer a credit of \$100.00 for each rental lead that you give us that ends up renting from us. Please keep watching our website for upcoming units that are available.

15. CONTACTS:

PROPERTY MANAGER: Cuming Holdings (224)325-5105
 MAINTENANCE: www.ElginRents.com Please utilize our online system to make sure that your needs are seen to.
 FOUNDER/ PRESIDENT: Andrew Cuming Alicia can set up a meeting with Andrew as needed. Andrew@ElginRents.com
 BUILDING MANAGER: Alicia Burns (224)325-5105 Alicia@ElginRents.com Call first to handle any issues that crop up.
 ADDRESS: 80 S Grove Ave. ELGIN IL, 60120
 COMPANY WEBSITE: www.ElginRents.com

16. CONFIRMATIONS

This confirms that you have read and initialed the a) Utilities section, b) Fees Section, c) Deposit Section, d) Early Termination Section, e) Crime Free Addendum, f) Pet Addendum, g) Guest Addendum, h) Utilities Addendum, i) have read the snow and ice policy. We would like to thank you for making our business your new home, and we want to welcome you to our Cuming Holdings family. **IN WITNESS WHEREOF**, the parties have executed this lease the day and year first above written.

Lessor

Lessee

Lessor

Lessee

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

CRIME FREE ADDENDUM TO LEASE AGREEMENT

Being members of any chapter of the International Crime Free Association does not mean that the participating community is free of crime. However, in an effort to detect criminal activity at the community, this Crime Free addendum is a necessary and crucial element of the lease. Resident hereby agrees to live crime free and insure that Resident's guests and invitees live crime free, on and off the property. Resident understands that crime can and does occur in every segment of life as well as in every apartment community and neighborhood, regardless of the location. No property can or should be considered totally safe and free from crime regardless of the measures taken to the contrary. Hence, Landlord/Manager does not, and cannot, in any way warrant or guarantee Resident, Resident's occupants, Resident's guests, or Resident's invitee's safety or security at, on, near or off the community property. Resident understands that the safety of Resident and Resident's household is Resident's responsibility and not the responsibility of the community, or Landlord/manager's staff. Therefore as part of the consideration for the execution or renewal of a lease, Resident agrees as follows:

1. Resident, Resident's occupants, and Resident's and occupant's guests and invitees shall not engage in any criminal activity, on or off the leased premises.
2. Resident, Resident's occupants, and Resident's and occupant's guests and invitees shall not engage in any act that is intended to or actually facilitates any criminal activity, on or off of the leased premises and common ground.
3. Resident, Resident's occupants, and Resident's and occupant's guests and invitees shall not permit the dwelling unit, leased premises or common ground to be used for any criminal activity.
4. Resident, Resident's occupants, and Resident's and occupant's guests and invitees shall not engage in any act of violence or threat of violence, including, but not limited to, the unlawful display or discharge of a firearm, a racial slur, a hate crime, or any property damage on or off of the leased premises.

5. Resident, Resident’s occupants, and Resident’s and occupant’s guests and invitees agree and understand that management cooperates with law enforcement agencies by allowing management to release any information contained in management’s file regarding Resident and Resident’s occupants to any law enforcement agency upon request. Resident agrees that landlord/manager may use any police generated report as direct evidence without objection in any court action, including but not limited to eviction.

6. VIOLATION OF THE ABOVE PROVISIONS IS 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 addendum shall be deemed a serious, material and irreparable violation and noncompliance of the lease, regardless of whether or not Resident has any knowledge of the violation by an occupant, guest or invitee and regardless of whether on or off the property. It is understood and agreed that a single violation shall be good cause for immediate termination of the lease. Proof of the violation shall not require criminal conviction, but shall require only a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

This Lease Addendum is incorporated into the lease or renewal thereof, executed or renewed at any time between Landlord/Manager and Resident/Lessee.

Property Name and Address: _____ Date: _____

Tenant _____ Tenant _____ Landlord _____

Cuming Holdings' Pet Addendum

This is addendum to the Lease Agreement signed on _____, 20____, by Owner and Tenant. This document modifies the Lease Agreement as described below.

Pet name: _____ Pet type (dog, cat, other): _____
Pet breed: _____ Pet description: _____
Pet weight: _____ Pet age: _____ Spayed/Neutered (Y/N) _____

Owner grants permission to Tenant to keep the Pet(s) described above (and no other pets) at the aforementioned premises, subject to the Terms and Conditions of the Lease Agreement.

Owner reserves the right to revoke this permission at any time, should Tenant fail to comply with the Terms and Conditions of the Lease Agreement and this Addendum.

Tenant has given to Owner a non-refundable pet deposit of \$ _____, which is a one-time fee that is on top of the security deposit. Tenant understands that this deposit is not refundable at the end of the lease term. Tenant is responsible for all damages caused by or made necessary as a result of the Pet, including those in excess of the amount of the security deposit. Tenant is responsible for any added pest costs as a result of the pet.

Tenant is responsible for controlling the Pet and complying with all city ordinances regarding requirements for licensing, vaccinating, and leashing the Pet. Tenant will keep premises free of pet waste and will not permit the Pet to be a nuisance to others. If the Tenant becomes aware of any vicious tendencies on the part of the Pet, the Pet should be removed from the premises immediately.

Tenant will always pick up all outdoor pet waste immediately and will keep indoor areas clean and sanitary. Tenant will provide any requested vet records as required. A responsible adult will always be outside with any pet, connected by a leash if deemed necessary. The pets will be kept safe and healthy and not pose a risk through action or health to any other people at the property. Landlord reserves the right to make any reasonable pet requests including ones not explicitly stated in the lease.

Owner also has the right to enter the premises if there is reason to believe the Pet poses a threat to the health and safety of others or if a violation of the Lease Agreement or Addendum is suspected. Owner will not enter the premises without first making a reasonable attempt to request entry from the Tenant, except in the case of an emergency or Tenant’s failure to respond within a reasonable amount of time. If the safety of the Pet or others is threatened for any reason, Owner has the right to remove the Pet at any time and place it in the custody of Animal Control. Any fees incurred for the Pet’s removal or boarding are the responsibility of the Tenant. Landlord does work with Elgin Police and Animal Control.

Violation of this addendum or the lease can result in fees and evictions. If there is a disagreement over this addendum that can not be settled, then either arbitration or Kane County Court can be used to settle it under the terms of the lease.

Tenant _____ Tenant _____ Landlord _____ Date: _____

Cuming Holdings' Guest Addendum

This is addendum to the Lease Agreement signed on _____, 20____, by Owner and Tenant. This document expands the Lease Agreement as described below.

Remember that you are not the only tenant in your building and the comfort of all tenants needs to be considered. Guests should not be living in your unit, only the people explicitly mentioned in the lease may live there. In following the 71 hour rule for guests in your lease, only have one overnight visit every 2 weeks maximum. Someone who stays over every week would need to be on the lease, and having people rotate through is not fair on our other tenants and is grounds for eviction. If special circumstances come up and people need to stay over more then the restrictions, talk with us first and get permission.

Any guests who come to the property who cause a disturbance or bother other tenants in the sole discretion of Cuming Holdings LLC will not be permitted to return to the property and must leave immediately if there. As the tenant, you are responsible for these people and failure to follow these rules will result in eviction and termination of the lease term.

Guests staying after 10 PM will be considered as spending the night, and the number of people in the unit is still restricted by the maximum occupancy rules of our units: Your units maximum occupancy is: _____

Owner reserves the right to revoke this permission at any time at their sole discretion, should Tenant fail to comply with the Terms and Conditions of the Lease Agreement and this Addendum. If permission to have guests is revoked, the tenant may have no one who is not on the lease at the property at any time.

Tenant is responsible for all actions of their guests, visitors and anyone who is at the unit, invited or not, related to the tenant's tenancy.

Owner also has the right to enter the premises if there is reason to believe the guest(s) pose(s) a threat to the health and safety of others or if a violation of the Lease Agreement or Addendum is suspected. Owner will not enter the premises without first making a reasonable attempt to request entry from the Tenant, except in the case of an emergency or Tenant's failure to respond within a reasonable amount of time. If the safety of others is threatened for any reason, Owner has the right to remove the guests at any time. Any fees incurred for the guest's removal are the responsibility of the Tenant. Landlord does work with Elgin Police.

Violation of this addendum or the lease can result in fees and evictions. If there is a disagreement over this addendum that can not be settled, then either arbitration or Kane County Court can be used to settle it under the terms of the lease.

Tenant _____ Tenant _____ Landlord _____ Date: _____

Utilities Addendum to the lease

This is addendum to the Lease Agreement signed on _____, 20____, by Owner and Tenant. This document expands the Lease Agreement as described below.

The Tenant understands, acknowledges and reaffirms that they are responsible for the following utilities from the day they move in until the day they move out.

- Y / N Electricity
- Y / N Gas
- Y / N Water / Sewer / Garbage
- Y / N Lawn Care / Plowing / Mowing
- Yes – All optional services such as cable, telephone, internet etc.
- Yes – Renters Insurance.

The Tenant hereby gives permission to the Landlord to put what utilities are the Tenant's responsibility into their name as of the move in date if Landlord is able to. The Tenant remains responsible for moving the utilities into their name. The Tenant further acknowledges and agrees that any utilities that are the Tenant's responsibility and not put into their name might be paid by the Landlord and that the Tenant is still responsible for the bill. For any utilities bills that are the Tenants responsibility and the Landlord is paying, there will be a 10% surcharge and a Five Dollar (\$5.00) a bill service charge. This sum is due as Additional Rent and has all the same penalties in place as normal rent, such as late fees and the risk of eviction or legal action. Additional Rent is due within 5 days of the Tenant being given the amounts owed.

Tenant _____ Tenant _____ Landlord _____ Date: _____

Cuming Holdings LLC Snow and Ice Policy, all units.

This policy covers all you need to know about snow and ice clearing and winter outdoor maintenance.

- *Private use driveways and walkways: Tenants are 100% responsible.
- *Private stairs: Tenants are 100% responsible.
- *Common Stairs: Tenants are responsible, but when available, our outdoor maintenance team will do a quick clear. Tenants are advised to have a shovel or salt on hand as they remain ultimately responsible.
- *Sidewalks: All tenants remain responsible for the sidewalks at their buildings, but our outdoor maintenance team will usually come by after the snow-fall to clear it.
- *Common area walkways: All tenants remain responsible for the walks at their buildings, but our outdoor maintenance team will usually come by after the snow-fall to clear it. Tenants are advised to have a shovel or salt on hand as they remain ultimately responsible.
- *Common area driveways: While tenants remain ultimately responsible- and are fully responsible for their own spots-, we do attempt to keep the common driveways clear and usable. This is not always doable, but the schedule we attempt to follow is:
 - *If snow expected over a full day >1 inch, we will try to clear once ¼-½ inch in the morning, as needed throughout day, and at end of snow-fall.
 - *If <1 inch expected, we will try to clear similar to above.
 - *If <½ inch expected, we will try to clear at the end of the snowfall.
 - *If snow fall is limited duration, we will clear at the end of the snow-fall.
 - *If Ice-Fall, we will come and out and salt
- *ALL TENANTS remain responsible for keeping the areas they use clear. We do not reimburse for salt or outside contracting to clear snow and ice. While we do attempt to clear as much as possible, we do not always stick to the schedule and we do not assume responsibility or liability.