

GARRETT-EVANGELICAL THEOLOGICAL SEMINARY

APARTMENT LICENSE AGREEMENT

Lead Paint Disclosure Included

DATE OF LICENSE	TERM OF LICENSE AGREEMENT		MONTHLY LICENSE FEE	Move In Fee
	BEGINNING	ENDING		

RESIDENT:

NAME: _____

APT NO: _____

PREMISES ADDRESS: _____

CITY: Evanston, IL 60201

OWNER:

NAME: Garrett-Evangelical Theological Seminary

ADDRESS: 2121 Sheridan Road

CITY: Evanston, IL 60201

In consideration of the mutual agreements and covenants herein contained, OWNER hereby LICENSEs to RESIDENT, and RESIDENT hereby LICENSEs from OWNER, for use as a private apartment, the Premises identified above, together with the fixtures, appliances, facilities and appurtenances belonging thereto, for the Term set forth above. This agreement is strictly contractual in nature for room and board and other ancillary services and nothing contained in this agreement, whether expressed or implied, shall create or be deemed to create a landlord-tenant relationship. Resident has a right to use the assigned room pursuant to the Regulations, but the Seminary shall retain possession and control over all portions of its residence halls at all times, including the assigned room.

ADDITIONAL CONVENANTS AND AGREEMENTS:

I have read and am willing to abide by the additional policies set forth in the attached sheet, "Apartment Policies/Apartment Information, Garrett Housing Policies/Procedures and Garrett Seminary Student Handbook." Further, I have read and understand the disclosure document "Lead-Based Paint and/or Lead-Based Paint Hazards." I have signed the disclosure statement and received a copy of "Protect Your Family From Lead In Your Home."

RESIDENT:

OWNER:

Lead Paint Disclosure (for housing built prior to 1978)

Lead Paint Warning Statement

Housing built before 1978 may contain lead-based paint. Lead paint 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 Housing Charges pre-1978

GARRETT-EVANGELICAL THEOLOGICAL SEMINARY

APARTMENT LICENSE AGREEMENT

housing, Owners must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Owner'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).

All assumed risk has been mitigated by approved practices of prevention ☐

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

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

(i) ☒ Owner has provided the Resident with all available records and reports pertaining to lead based paint hazards in the housing (list documents). PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME

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

Resident's Acknowledgement (initial)

(c) ☐ Resident has received copies of all information listed above.

(d) ☐ Resident has received the pamphlet *Protect Your Family from Lead In Your Home*.

Agent's Acknowledgement (initial)

(e) ☐ Agent has informed the Owner of the Owner'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.

<hr/>	<hr/>
Owner	Owner
Date	Date
<hr/>	<hr/>
Resident	Resident
Date	Date
<hr/>	<hr/>
Agent	Agent
Date	Date

LICENSE COVENANTS AND CONDITIONS

- HOUSING CHARGES:** RESIDENT shall pay OWNER, or OWNER's agent, as Housing Charges for the Premises in the sum stated above, on the first day of each calendar month, in advance, at OWNER's address stated above or as OWNER may designate in writing. All sums due and payable under this LICENSE shall be deemed to Housing Charges.
- LATE CHARGES:** Late fees shall be calculated as follows: If Housing Charges is late and not received by the OWNER by the end of the business on the 5th of each month, or at any other such time and place as designated in writing by the OWNER, then the late fee shall be Ten Dollars (\$10.00) for the first Five Hundred Dollars (\$500.00) in Housing Charges and additionally Five (5%) Percent of the amount of Housing Charges that exceeds Five Hundred Dollars.
- MOVE IN FEE:** The RESIDENT has made payment with the OWNER the above-described move in fee to be held by the OWNER in accordance with state or local law or ordinance to secure the faithful performance by the RESIDENT of all provisions of the LICENSE. OWNER may, to the extent permitted by state or local law or ordinance, apply all or any part thereof in payment of any amounts due OWNER from RESIDENT, or to pay for any damages caused by RESIDENT, RESIDENT's co-occupants or guests, and upon OWNER's demand RESIDENT shall, in such case, if applied during the LICENSE term promptly make payment with OWNER such amounts as required to bring the move in fee up to the full amount stated above. RESIDENT shall not substitute any portion

GARRETT-EVANGELICAL THEOLOGICAL SEMINARY

APARTMENT LICENSE AGREEMENT

of housing charge with the existing move in fee, and many in no case “live out the remainder of the move in fee” as a housing charge. A move in fee of \$300 for residence halls and \$800 for apartments must be paid at the time of or prior to signing this License. The move in fee is forfeited and nonrefundable if the License is cancelled or terminated for any reason within a two-week period prior to moving in.

4. **CONDITION OF PREMISES:** RESIDENT’s taking possession of the Premises shall be conclusive evidence of RESIDENT’s receipt of the Premises in good condition except as otherwise specified, in writing, in the LICENSE. The RESIDENT agrees that no representations as to condition or repair have been made by the OWNER or his agent, nor any promise to decorate, alter, repair or improve the Premises unless expressly written in this LICENSE. RESIDENT shall report any code violations or items of disrepair within the Premises, to OWNER, in writing via Certified Mail to OWNER within Seven (7) Days. The RESIDENT’s failure or refusal to notify OWNER of any such conditions affecting habitability shall operate as a voluntarily forfeiture to the RESIDENT’s right to file any claims to counter an eviction for non-payment of Housing Charges by the filing of a counterclaim, on the basis of such claimed conditions.
5. **LIMITATION OF LIABILITY:** Except as provided by state or local law or ordinance, OWNER shall not be liable for any damage (a) occasioned by failure to keep Premises in repair; (b) for any loss or damage of or to RESIDENT’s property wherever located in or about the Building or Premises, or (c) acts or neglect of other RESIDENTs, occupants or others at the Building.
6. **USE OF PREMISES:** RESIDENT will not allow Premises to be used (a) for any purpose that will increase the rate of insurance thereon or (b) for any purpose other than for a residential Premises. RESIDENT will not permit Premises to be used for any unlawful purpose or for any purpose that will injure the reputation of the Building. RESIDENT will not permit anything to be thrown out of a window, or into any common area of the Building. RESIDENT shall obtain the consent of OWNER to keep domestic animals such as cats, dogs, birds, or fish, and shall specifically obtain the written consent of OWNER for any other kind of animal or creature. RESIDENT agrees that common areas shall be kept free of unusual items, refuse, laundry and excess materials and items. OWNER shall be permitted to refuse any items belonging to RESIDENT in the Unit and Common areas, but consent for bicycles, stored items, furniture, on a case-by-case basis unless otherwise agreed to in writing in this LICENSE.
7. **ASSIGNMENT OF LICENSE:** Except as agreed to in writing by OWNER, RESIDENT shall neither assign this LICENSE nor sublet the Property without OWNER’s written consent, which shall not be withheld unreasonably. OWNER reserves the right to require credit and/or RESIDENT screening for any proposed assignee or sub-RESIDENT (at RESIDENT’s expense) and to require an additional and/or alternative deposit to protect OWNER.
8. **NO DISTURBANCE OF OTHER RESIDENTS:** The RESIDENT agrees not to play radios, television, stereo equipment, or any musical instruments, or make noise that will disturb other RESIDENTs or occupants in the Building. The RESIDENT shall not cause or permit any damage to the Premises or property of OWNER or of any other person at the Building.
9. **APPLIANCES:** RESIDENT acknowledges that the Premises contain the following appliances (Check all that apply):

<input checked="" type="checkbox"/> Refrigerator	<input checked="" type="checkbox"/> Freezer	Microwave	<input checked="" type="checkbox"/> Radiator	Furnace	Central Air Conditioner	Central	Heater
Ceiling Fans	Dishwasher	Washing Machine	Dryer				

RESIDENT shall not install or maintain in the Premises any other appliances unless agreed to in writing by the OWNER (except in the case of a microwave unit for personal use). RESIDENT shall use all provided appliances in the manner in which they are intended, and shall keep the same in clean and operable condition. In the event that any appliance shall malfunction, RESIDENT shall notify OWNER in writing and via telephone within three (3) days.

10. **CARE OF PREMISES:** RESIDENT agrees to (1) maintain the Premises in compliance with the applicable municipal code; (2) keep the Premises in a clean and safe condition; (3) dispose of all rubbish, garbage and waste safely and cleanly; (4) keep plumbing fixtures in a clean condition; (5) use electrical, plumbing, sanitary, heating, ventilating, air conditioning, elevators and other facilities provided in the Building reasonably and for the purposes intended; (6) not deliberately or negligently destroy, deface, damage or impair any part of the Premises or common areas of the Building, or allow any family member, co-occupants, or guests to do so. Failure to maintain care of the Premises and common areas as set forth herein shall be deemed a material breach of this LICENSE.
11. **RIGHT OF ACCESS:** The RESIDENT shall permit OWNER access at all reasonable times, and upon such notice as may required by state and local law or ordinance, to make reasonable inspections, repairs, maintenance, decorations, improvements and exhibitions; supply necessary or agreed services; or to determine RESIDENT’s compliance with the provision of this LICENSE. OWNER shall have the right of immediate access without notice in case of emergency or where repairs elsewhere in the Building unexpectedly require access to RESIDENT’s Premises. OWNER shall endeavor to provide advance notice of all access needs, including emergency-based, but in the event that access is needed, RESIDENT acknowledges that the OWNER shall have the right of immediate access without notice in case of emergency or where repairs elsewhere in the Building unexpectedly require access to RESIDENT’s Premises. OWNER shall endeavor to provide advance notice of all access needs, including emergency-based, but in the event access is needed, RESIDENT acknowledges that OWNER shall have the right of access upon forty-eight hours (48) notice in non-emergency situations, and in emergency situations, such access right shall be immediate, for the preservation of life, health, safety, and property of the RESIDENT and the OWNER. RESIDENT’s failure to provide such access shall be deemed a breach of this LICENSE. OWNER may place upon the Premises, signs of “For Sale” and “For Housing Charges” and RESIDENT will not interfere with same.
12. **NO ALTERATIONS, SIGNS OR ADVERTISEMENTS:** RESIDENT shall not alter nor make any additions to the Premises or the Building, or commit waste except for hanging pictures, without the prior written consent of the OWNER. If such permission is granted, then any alterations or additions to the Premises, such as locks, bolts, and fixtures shall remain as part of the Premises as OWNER’s property unless the OWNER decides otherwise, and RESIDENT

GARRETT-EVANGELICAL THEOLOGICAL SEMINARY

APARTMENT LICENSE AGREEMENT

shall surrender keys therefor upon the termination of the tenancy. The RESIDENT shall not permit the display of any sign or advertisement in or about the Premises or Building without first obtaining the written consent of the OWNER.

13. **HOLDING OVER:** If RESIDENT retains possession of the Premises, or any part thereof, after the termination of the LICENSE by lapse of time or otherwise, then the OWNER may, at OWNER's option, deem such holding over as constituting a month-to-month tenancy, upon the terms of this LICENSE except at double the monthly Housing Charges specified in Section 1. RESIDENT shall also pay to OWNER all damages sustained by resulting from retention of possession by RESIDENT. In the event OWNER accepts a payment of Housing Charges for a period after the expiration of the within LICENSE, as herein provided, in the absence of any specific written agreement, continued occupancy shall be deemed a month-to-month tenancy, on the same terms and conditions as herein provided, except for the double Housing Charges provision, to the extent permitted by state or local law or ordinance.
14. **HEAT AND HOT WATER:** The OWNER agrees, if the Building is designed for the purpose, to furnish such heat and hot water in sufficient quantities as may be required by law or ordinance during the term of this LICENSE. If the Premises contains separate heating and/or hot water fixtures, then OWNER's sole obligation shall be to provide RESIDENT said fixtures in good operating condition at the inception of the tenancy, and RESIDENT shall be responsible for the utility costs for operation thereof.
15. **STORAGE OUTSIDE THE PREMISES:** OWNER shall not be liable for any loss or damage of or to any property placed in any common areas, storeroom or any storage place in the Building; such areas for storage, if any, being furnished gratuitously and not as part of the obligations of this LICENSE
16. **LIABILITY FOR HOUSING CHARGES:** The RESIDENT shall continue paying Housing Charges and all other charges for said premises to the end of the term hereof, whether or not the Premises becomes vacant by reason of abandonment, breach of the LICENSE, wrongful termination by RESIDENT or if the RESIDENT has been evicted for breach of this LICENSE, to the extent said obligation for Housing Charges has not been mitigated, abated or discharged, in whole or in part, by any law or ordinance. Notwithstanding any of the provisions contained in this section, the OWNER shall make a good faith effort to relet the said Premises (but not in priority to other vacancies), and if the Premises is relet, RESIDENT shall be responsible for the balance of the Housing Charges, costs and expenses (including, but not limited to brokerage commissions, decorating costs, advertising costs and attorneys' fees) in connection therewith.
17. **COVENANTS BINDING:** It is agreed that a breach of the covenants of this LICENSE by the RESIDENT shall give the OWNER the right to terminate this LICENSE or the right of possession upon notice as required by law or ordinance, and, that in the event of an assignment of this LICENSE, with or without the express or implied consent of the OWNER, all the covenants therein contained shall be binding on the assignee to the same extent as if he had signed the LICENSE. The consent to one assignment shall not be construed as a consent to any further assignments.
18. **LEGAL EXPENSES:** RESIDENT shall pay all costs and attorneys' fees incurred by the OWNER due to Residents' breach, and the OWNER's enforcement, of covenants or agreements of this LICENSE.
19. **SURRENDER OF POSSESSION OF PREMISES:** The RESIDENT shall surrender possession, and keys, of said Premises, promptly upon termination of this LICENSE, whether by reason of breach or expiration, with the Premises being in substantially the same condition as when RESIDENT assumed possession thereof, ordinary wear and tear excepted.
20. **OCCUPANCY REQUIRED:** RESIDENT agrees not to abandon said Premises, nor permit the Premises to remain vacant or unoccupied for a period of time which could be construed as abandonment under state or local law or ordinance.
21. **REMEDIES CUMULATIVE:** OWNER's remedies as provided herein are cumulative in nature and shall be in addition to, and not in lieu of, any and all other remedies granted to OWNER by any state or local law or ordinance.
22. **IN CASE OF CASUALTY:** In case the Premises, Building or any part thereof shall be rendered unleaseable by fire, explosion or other casualty, the respective parties hereto shall have all the rights provided by state or local law or ordinance. For the purposes of this section, OWNER's good faith efforts to obtain insurance adjustments, settlements, or awards to obtain sufficient funds to perform repairs required due to fire, explosion or other casualty shall be deemed diligent efforts to repair the Building within a reasonable time.
23. **SMOKE AND CARBON MONOXIDE DETECTORS:** RESIDENT acknowledges that at the time of obtaining possession of the Premises, all smoke detectors and carbon monoxide detectors required to be installed in the Premises have been installed and are in good working order. RESIDENT agrees to repair and maintain the smoke detector and carbon monoxide detector device(s) including replacement of battery when necessary.
24. **GATES AND BARS ON DOORS AND WINDOWS:** The installation of any metal gates or bars on any doors or windows by the RESIDENT is expressly prohibited. RESIDENT shall pay for repair all damage caused by the removal of RESIDENT's installation and failure to do so shall constitute a breach of this LICENSE, and OWNER shall be entitled to terminate the LICENSE or right of possession, and shall be entitled to actual damages, costs and attorney's fees therefor.
25. **MECHANICS' LIENS:** RESIDENT shall not place or allow to be placed on the Premises, the building or elsewhere on the real property, any mechanics' lien, or any other claim for lien for any repairs, maintenance, alterations, or modifications performed by, or ordered by the RESIDENT. The placement of any such lien shall constitute a breach of this LICENSE and upon ten (10) days' notice to cure said lien or lien claim, OWNER may terminate RESIDENT's tenancy or right of possession. In addition, OWNER shall have the right to satisfy and remove said lien without regard to the merits thereof and RESIDENT shall be responsible for the damages incurred in removing said lien, along with all other damages, costs and attorneys' fees incurred by OWNER in connection therewith.

GARRETT-EVANGELICAL THEOLOGICAL SEMINARY

APARTMENT LICENSE AGREEMENT

- 26. FALSE INFORMATION:** The RESIDENT warrants all the information given by him in applying for this LICENSE to be true, and that the providing of false the information shall constitute a material breach of this LICENSE. Occupancy by more persons as set forth in this LICENSE, or the LICENSE application, shall constitute a material breach of this LICENSE.
- 27. RULES AND REGULATIONS:** RESIDENT agrees to observe the Rules and Regulations contained in this LICENSE, and any attachments and inclusions hereto as well as any further reasonable Rules and Regulations established by the OWNER during the pendency of this LICENSE, and such Rules and Regulations are hereby incorporated into and made a part of this LICENSE. Failure to observe said Rules and Regulations, or any of them, shall be deemed to be a material breach of this LICENSE, and in event of such breach, OWNER shall be entitled to termination of the tenancy upon ten (10) days' notice, and shall further be entitled to such rights and remedies as are provided by applicable state or local law or ordinance.
- 28. RECEIPT OF REQUIRED DOCUMENTS:** RESIDENT acknowledges that the following documents have been received by RESIDENT, in accordance with federal, state, or local law or ordinance, and that said disclosures are in proper form and have been fully made in accordance therewith; and said documents shall be deemed to be attached to and incorporated into this LICENSE:
- a. Federal lead-paint notice.
 - b. A copy of the summary of the Residential OWNER and RESIDENT Ordinance if any, as published by the appropriate local governmental authority.
- 29. JOINT LIABILITY:** If this LICENSE is executed by only one spouse, both spouses shall be deemed personally liable therefor, pursuant to the applicable family expense doctrine or statute then in effect.
- 30. SUBORDINATION OF LICENSE:** This LICENSE is subordinate to all mortgages which may now or hereafter affect the real property of which Premises forms a part. The recordation of this LICENSE, or any memorandum thereof by RESIDENT shall constitute a material default of this LICENSE.
- 31. INTERPRETATION:** Masculine shall be applicable to females and corporations, and singular words shall be interpreted as plural, as the situation may require. The words "OWNER" and "RESIDENT" wherever herein occurring and used shall be construed to mean "OWNERS" and "RESIDENTs," in case more than one person constitutes either party to this LICENSE; and all the covenants and agreements herein contained shall be jointly and severally binding upon, and inure to, themselves their respective successors, heirs, executors, administrators and assigns.
- 32. SEVERABILITY:** If any clause, phrase, provision or portion of this LICENSE, or the application thereof to any person or circumstance, shall be determined to be invalid or unenforceable under applicable law or ordinance, such event shall not affect, impair or render invalid or unenforceable the remainder of this LICENSE nor any other clause, phrase, provision or portion hereof, nor shall it affect the applicability of any clause, provision or portion hereof to other persons or circumstances, and the LICENSE shall be interpreted in accordance with said ordinance.

THESE RULES ARE FOR THE MUTUAL BENEFIT OF ALL RESIDENTS.

1. Except as outlined in the LICENSE, animals kept on the Property shall be by the express written permission granted by the OWNER, which may be revoked at any time. Additionally, RESIDENTS will need to adhere to Garrett's Pet Policy including all pets must be current with their vaccinations and have up to date paperwork exhibiting as such.
2. Passages, public halls, stairways, landings, elevators and elevator vestibules shall not be obstructed with personal items or be used for children's play or for any other purpose than for ingress to and egress from the Building or Premises, nor shall children be permitted to congregate or play in or around the building except where appropriately supervised by an adult over the age of eighteen (18) years.
3. All furniture and large items must be brought in or delivered through the rear entrance, stairway or elevator, where possible.
4. Common area laundry and drying apparatus shall be used in such a manner and at such times as the OWNER may direct.
5. RESIDENT shall comply with all local, municipal and state laws with regard to trash and refuse. RESIDENT agrees to dispose of trash in only a sanitary method, sealing all trash bags and containers from air, insects, rodents and the elements. All trash must be sealed and placed in the garbage receptacle. Where RESIDENT's trash or refuse is too large to be accommodated by the receptacles provided, RESIDENT shall dispose of the item(s) personally off premises. Recycled materials shall be disposed of as provided, and if OWNER has not provided separate containers for recyclable contents then RESIDENT shall separately bag all recyclable content in clear blue bags.
6. No awnings or other projections including air conditioners, television or radio antennas or writing shall be attached to, or be placed outside the Premises.
7. The RESIDENT shall not alter any lock or install a new lock or other attachment to any door of the Premises without the written consent of the OWNER.
8. No waste receptacles, supplies, footwear, umbrellas, or other articles shall be placed in the hallways, or staircase landing.
9. Running extension cord wiring for electrical appliances or fixtures in violation of the Municipal Code is prohibited.
10. The toilets, plumbing, sinks and fixtures shall be used for human waste only, and shall not be used for garbage disposal, non-human foodstuffs or animal waste. No sanitary or female hygiene products shall be disposed of within toilets or sinks for any reason, and shall

GARRETT-EVANGELICAL THEOLOGICAL SEMINARY

APARTMENT LICENSE AGREEMENT

instead be disposed of in household trash containers only. Any costs or damage which are the direct result of RESIDENT's abuse of the plumbing system shall be taxed to the Property and payable as additional Housing Charges by the RESIDENT. Failure to remit payment for any additional Housing Charges shall be a material breach of this LICENSE.

11. There shall be no cooking done in or about the Premises except in the kitchen. Cooking on a barbecue or other similar equipment on a porch or balcony is expressly prohibited.
12. Water beds are specifically prohibited, without OWNER's prior written consent.
13. OWNER has the right to bar individuals from the Premises and Building, and if RESIDENT permits any barred individual to enter the Building or Premises, OWNER shall have the right to press criminal charges against said individuals, and to terminate RESIDENT's LICENSE, or right of possession, as a material breach of the LICENSE.

GUARANTY

In Consideration of Ten Dollars, and other good and valuable consideration, the undersigned hereby unconditionally promises and covenants and guaranties the full payment of the Housing Charges or partial Housing Charges due on demand, and the faithful performance of all covenants, conditions and terms of this LICENSE, which such guaranty is binding upon the Residents' heirs, successors, assigns, personal representatives, sub-Residents and agents.

Name: _____ Name: _____

Address: _____ Phone: _____