

# Chicago Commercial Rental Agreement or Lease

## Clause 1. Identification of Landlord and Tenant

This Agreement is entered into between **Dr. Pedro Albizu Campos Puerto Rican High School** ("Tenant") and **Puerto Rican Cultural Center** ("Landlord"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

## Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at:

2739-41 W. Division St.Chicago Il. 60622,

2556 W. Division Fiscal Office Space

2753 W. Division Office space,

2700 W. Haddon Ave., Chicago Il. 60622,

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## Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement

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Occupancy by guests for more than \_\_N/A\_\_ is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

## Clause 4. Term of the Tenancy: Rental agreement

The rental will begin on **July 1, 2023 and end on June 30, 2024** and continue on a month-to-month basis. Landlord may terminate the tenancy or modify the terms of this Agreement by giving the Tenant 30 days' written notice. Tenant may terminate the tenancy by

giving the Landlord 30 days' written notice.

**Clause 5. Payment of Rent**

*Regular monthly rent.*

Tenant will pay to Landlord a monthly rent of **\$34,236.08**, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid to the **Puerto Rican Cultural Center** at 2546 W. Division St., Chicago, Il. 60622 or at such other place as Landlord designates.

*Form of payment.*

Landlord will accept payment in these forms:

business check made payable to Puerto Rican Cultural Center.

cashier's check made payable to \_\_\_\_\_

credit card

money order

cash

**Clause 6. Late Charges N/A**

If Tenant fails to pay the rent in full before the end of the day after it's due, Tenant will pay Landlord a late charge of N/A. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

**Clause 7. Returned Check and Other Bank Charges**

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of **\$35.00**.

**Clause 8. Security Deposit N/A**

On signing this Agreement, Tenant will pay to Landlord the sum of \$N/A as a security deposit. Landlord will deposit this sum in a federally insured, interest-bearing account

within the State. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement.

*Interest, leases that last for six months or more*

Landlord will pay interest on Tenant's security deposit within 30 days after the end of each 12-month rental period, by cash or credit applied to the rent due.

*Deposit, return*

Landlord may deduct from the deposit any unpaid rent and any sums necessary to remedy damage beyond wear and tear.

- *No deductions, or deduction for unpaid rent only.* Within 45 days after Tenant has vacated the Premises, Landlord will return either the entire security deposit to Tenant; or the balance of the deposit.
- *Deductions needed to repair damage.* Within 30 days after Tenant has vacated the Premises, Landlord will give Tenant an itemized statement of damages and estimated or actual costs for repairs or replacements, with receipts. If estimated costs are given, Landlord will furnish paid receipts (or a certification of actual costs to Landlord when Landlord itself does the work) within the next 30 days. Landlord will return the balance of the deposit to Tenant within 45 days after Tenant has vacated the premises.

**Clause 9. Utilities**

The landlord will pay all utility charges.

[ ] **Individually metered units heated primarily by natural gas or electricity** Tenant is responsible to the \_\_\_\_\_ utility company for the costs of heating. The projected average monthly cost of utility service is

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**Clause 10. Assignment and Subletting**

Tenant will not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord.

**Clause 11. Tenant's Maintenance Responsibilities**

Tenant will: (1) keep the Premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the Premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the Premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord/Tenant Checklist.

#### **Clause 12. Repairs and Alterations by Tenant**

- a. Except as provided by law, or as authorized below, or by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises.
- b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

#### **Clause 13. Violating Laws and Causing Disturbances**

Tenant is entitled to quiet enjoyment of the Premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

#### **Clause 14. Pets**

No animal, bird, or other pet will be kept on the Premises, except properly trained service animals needed by blind, deaf, or disabled persons.

#### **Clause 15. Landlord's Right to Access**

Landlord or Landlord's agents may enter the Premises in the event of an emergency; to make

repairs or improvements; to conduct inspections authorized or required by any government agency; to show the Premises to prospective or actual buyers, mortgagees, workmen, or contractors; for practical necessity, where repairs or maintenance elsewhere in the building unexpectedly require such access; to show the Premises to prospective tenants 60 days or less before the expiration of the Agreement; or to determine Tenant's compliance with provisions in this Agreement. Except in cases of emergency or when maintenance elsewhere in the building requires access, Landlord will give Tenant no less than two days' notice before entering. Landlord will enter only at reasonable times except in case of an emergency. An entry between 8:00 a.m. and 8:00 p.m. or at any other time expressly requested by Tenant is presumed reasonable.

**Clause 16. Extended Absences by Tenant N/A**

Tenant will notify Landlord in advance if Tenant will be away from the Premises for \_\_\_\_\_ or more consecutive days. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the property and inspect for needed repairs.

**Clause 17. Possession of the Premises**

*a. Tenant's failure to take possession.*

If, after signing this Agreement, Tenant fails to take possession of the Premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

*b. Landlord's failure to deliver possession.*

If Landlord is unable to deliver possession of the Premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the Premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

**Clause 18. Tenant Rules and Regulations**

[X] Tenant acknowledges receipt of, and has read a copy of, tenant rules and regulations, which are labeled Attachment A and attached to and incorporated into this Agreement by this reference.

**Clause 19. Disclosures N/A**

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

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

Rent concessions \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Code violations \_\_\_\_\_

\_\_\_\_\_

Intended utility terminations \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Clause 20. Authority to Receive Legal Papers**

The Landlord, any person managing the Premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

The Landlord, at the following address: 2739 W. Division, Chgo., Il. 60622 and 2700 W. Haddon, Chicago, IL. 60622.

The manager, at the following address: \_\_\_\_\_

The following person at the following address: \_\_\_\_\_

**Clause 21. Additional Provisions N/A**

Additional provisions are as follows:

\_\_\_\_\_

**Clause 22. Validity of Each Part**

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

**Clause 23. Grounds for Termination of Tenancy**

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's rental application, is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

**Clause 24. Entire Agreement and Attachments**

This document and any attachments listed below constitute the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

June 22 , 2023 Jose E Lopez Puerto Rican Cultural Center/ Jose E.Lopez

Date Landlord or Landlord's Agent Signature Title (owner or manager) 2739 W. Division St., Chgo. Il. 60622

Street Address

Chicago, Il. 60622

City, State, & Zip

773-360-1613

Phone

lisettef@prcc-chgo.org

Email

June 22, 2023 Mari Garcia Dr. Pedro Albizu Campos Representative

Date Tenant Signature