

APARTMENT LEASE CONTRACT



Date of Lease Contract: _____
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. PARTIES. This Lease Contract is between you, the resident(s) (list all people signing the Lease Contract):

and us, the owner: _____

(legal entity of the apartment community). You've agreed to rent Apartment No. _____, at _____

_____ (street address) in _____ (city), Illinois, _____ (zip code) (the "apartment" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest, agents, or assigns). If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

IDENTIFICATION OF OWNER AND AGENTS

Owner or Authorized Management Agent:

NAME

ADDRESS

CITY TELEPHONE NUMBER

Person Authorized to Act on Behalf of Owner for Purpose of Service of Process and Receiving for Notices:

NAME

ADDRESS

CITY TELEPHONE NUMBER

2. OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than _____ consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. LEASE TERM. The initial term of the Lease Contract begins on the _____ day of _____, _____, and ends at 11:59 pm the _____ day of _____, _____ (year).

Renewal. This Lease Contract will automatically renew month-to-month unless either party gives at least _____ days written notice of termination or intent to move-out as required by paragraph 44 (Move-Out Notice).

If the number of days isn't filled in, at least 30 days notice is required.

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ _____, due on or before the date this Lease Contract is signed.

5. KEYS. You will be provided _____ apartment key(s), _____ mailbox key(s), _____ FOB(s), and/or _____ other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. RENT AND CHARGES. Unless modified by addenda, you will pay \$ _____ per month for rent, payable in advance and without demand on or before the first of every month:

- at the on-site manager's office, or
- at our online payment site, or
- at _____

CONCESSION
Granted:

NO CONCESSIONS GRANTED.

Prorated rent of \$ _____ is due for the remainder of (check one): 1st month or 2nd month, on _____, _____ (year). Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the _____ day of the month, you'll pay a late charge. Your late charge will be (check one): a flat rate of \$ _____ or _____ % of your total monthly rent payment, per month as additional rent until paid in full. You'll also pay a charge of \$ _____ for each returned check or rejected electronic payment as additional rent, plus the late charges described herein. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

7. **UTILITIES.** We'll pay for the following items, if checked:
- water gas electricity master antenna
 wastewater trash cable TV
 other _____

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected for any reason—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-powered lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. If utilities are prorated by an allocation formula, we will follow the procedures of the applicable law. You will comply with all local regulations and rules regarding trash disposal and recycling on the property. Where required, we will provide notices about trash disposal and recycling.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We require do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

Additionally, you are [check one] required to purchase personal liability insurance not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, may be an incurable breach of this Lease Contract and may result in the termination of your tenancy and eviction and/or any other remedies as provided by this Lease Contract, local ordinance, or state law.

9. **NO ALTERATIONS.** You shall not make any alterations to the premises nor install any appliances, locks or other equipment of any kind without our prior written consent.

Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment. You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair, install, change or rekey the same device during the 30 days preceding your request and we have complied with your request.

10. **AREAS NOT INCLUDED IN THE TERM "APARTMENT."** "Apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, storerooms for your exclusive use.

Special Provisions and "What If" Clauses

11. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See any additional special provisions.

12. **DAMAGES AND REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants. **Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from you or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.** We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. **FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be immediately due. We also may end your right of occupancy and recover damages, future rent, attorney's fees, court costs, and other lawful charges as provided by law, court rules, statute or ordinance. Our rights and remedies under paragraph 32 (Default by Resident) apply to acceleration under this paragraph.

14. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 11 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable

changes of apartment rules allowed under paragraph 18 (Community Policies or Rules). If, at least 5 days before the advance notice period referred to in paragraph 3 (Lease Term), we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 44 (Move-Out Notice).

15. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you during or after the initial term as set forth in Paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later or as prescribed by local ordinance, where applicable.
- (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later or as prescribed by local ordinance, where applicable. The readiness date is considered the new initial term as set forth in Paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

16. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT.

Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a

result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

17. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

18. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all apartments in the community and do not change dollar amounts on page 1 of this Lease Contract.

19. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles and you must comply with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. If you allow an excluded person onto the property it is grounds for termination of your tenancy.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

20. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may disturb other people; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others. You are responsible for the conduct of your occupants and guests. You nor any people living with you or visiting you shall have been convicted of a crime relating to illegal sexual conduct nor shall be a registered sex offender in any state.

21. PARKING. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed under an appropriate law. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated “no parking” area; or
- (10) is parked in a space marked for other resident(s) or apartment(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

22. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraphs 11 (Special Provisions), 15 (Delay of Occupancy), 44 (Move-Out Notice), or pursuant to statute or ordinance, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

23. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

24. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors carbon monoxide detectors, and/or radon detectors, keyed deadbolt locks, window latches, and other access control devices.

Smoke Detectors. We'll furnish smoke detectors as required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector malfunctions to us in writing. Neither you nor others may disable smoke detectors. If you damage or disable the smoke detector or remove a battery without replacing it with a working battery, you may be liable to us for actual damages, and attorney's fees. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you may be liable to us and others for any loss, damage, or fines from fire, smoke, or water and you may be in violation of Illinois law and local ordinance.

Carbon Monoxide Instructions and Disclosure. We'll furnish one approved carbon monoxide detector in your apartment as required by Illinois law and local ordinance, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, test the detector, and provide general maintenance. We may replace dead or missing batteries at your expense, without prior notice to you.

You must immediately report carbon monoxide detector malfunctions to us in writing. Neither you nor others may disable carbon monoxide detectors. If you damage or disable the carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us for actual damages and attorney's fees. If you disable or damage the carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you may be liable to us and others for any loss, damage, or fines and you may be in violation of Illinois law and local ordinance.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services to the extent allowed by applicable law.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must notify us and furnish us with the law-enforcement agency's incident report number upon request.

25. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. You will be given an Inventory and Condition form on or before move-in. You must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute (or Ordinance), or by us in writing, you must not make any alterations to the premises, nor perform any repairs, painting, wallpapering, carpeting, or electrical changes, nor install any appliances, locks or other equipment of any kind, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. We will permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, carbon monoxide detectors, radon detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

26. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress as described in Paragraph 24 - Resident Safety and Property Loss). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part unless authorized under Illinois law (or local Ordinance).

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

27. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing, if we deem it necessary, and we may withhold these amounts from your security deposit as describe in Paragraph 48 (Security Deposit Interest, Deductions and Other Charges).

28. WHEN WE MAY ENTER. Except as prohibited by state law or local ordinance, if you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. You will not unreasonably withhold consent for us to enter your apartment at reasonable times for reasonable purposes as provided by statute or local ordinance. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key if:

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; *and*
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector, carbon monoxide detectors, and/or radon detectors, batteries; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture,

equipment, or access control devices; removing unauthorized access control devices; stopping excessive noise; removing health or safety hazards (including hazardous materials); removing perishable foodstuffs if your electricity is disconnected; inspecting when immediate danger to person or property is reasonably suspected; allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing the apartment to government inspectors, fire marshals, lenders, appraisers, contractors, prospective buyers, or insurance agents.

29. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security deposit refunds may be by one check jointly payable to all residents; the check and any deduction itemizations may be mailed to one resident only.

Replacements

30. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, granting a right or license to occupy is allowed *only when we expressly consent in writing*. To the extent allowed by law, we may charge a subletting fee. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (1) an administrative (paperwork) and/or transfer fee *will* be due; and
- (2) you *will* remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; *or* (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or to a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

31. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 25 (Condition of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

32. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you move out before your lease expires without paying rent through the end of the lease term or renewal period; (3) you fail to give written move-out notice as required by Paragraph 23 (Military Personnel Clause) or 44 (Move-Out Notice); (4) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (5) you abandon the apartment; (6) you give incorrect or false answers in a rental application; (7) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia, or illegal sexual activity; (8) any illegal drugs, illegal weapons, or drug paraphernalia are found in your apartment; or (9) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 20 (Prohibited Conduct). If you or any other residents or occupants, on one or more occasions, uses or permits the use of the apartment or leased premises for the commission of a felony or class A misdemeanor under the laws of this state, we shall have the right to void the lease and recover the apartment. We will mitigate our damages to the extent required by Illinois law.

Lease Renewal When A Breach or Default Has Occurred.

In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, we may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

Notice and Eviction. If you default due to non-payment of rent, we may end your right of occupancy by giving you a five-day written notice to vacate, or similar notice as required by local ordinance, where applicable. If you default by breaching the lease for reasons other than non-payment of rent, we may end your right of occupancy by giving you ten days' written notice to vacate or similar notice as required by local ordinance, where applicable.

Notice may be served by: (1) personal delivery at the apartment to you or any occupant over 13 years old; (2) by certified or registered

mail, return receipt requested—the mailing of same shall constitute delivery; or (3) if no one answers the door, by posting a copy of the notice to the door of the apartment. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate or after filing an eviction lawsuit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages, or past or future rent or other sums.

Acceleration. All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; *and* (2) you've not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations to the extent required by Illinois law.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent of \$ _____ per day is due in advance and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) if you fail to vacate the apartment, and we accept subsequent rent, you will become a month to month tenant.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 11, in addition to other sums due. Upon your default, we have all other legal remedies, including tenancy termination. Unless a party is seeking exemplary, punitive, or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs to the extent permitted by state law or local ordinance. All unpaid amounts bear 9% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

General Clauses

33. FULL AND BINDING AGREEMENT. *Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract, including addendums as referenced in paragraph 51 (Originals and Attachments), is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. This Lease Contract binds subsequent owners.*

34. ELECTION OF REMEDIES. All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our failure to enforce or belatedly enforce written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

35. NOTICE REQUIREMENTS. Except when notice or demand is required by state law or local ordinance, you waive any notice and demand for performance from us if you default. Written or electronic notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed. All notices and documents may be in English and, at our option, in any language that you read or speak.

36. EMPLOYEES AND AGENTS OF OWNER. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.

37. SUBORDINATION. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.

38. DISCRETIONARY RIGHTS. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

39. OBLIGATION TO VACATE. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

40. CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

41. FORCE MAJEURE: If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

42. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

43. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

44. MOVE-OUT NOTICE. Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 22 - Release of Resident) except under the military clause (paragraph 23 - Military Personnel Clause). If you intend to vacate the premises on the Lease End Date (as provided at Paragraph 3, "Lease Term") without further liability to us for rent, **you must provide us with written notice of your intent not to renew the Lease ["Move-out Notice"]** as provided in Paragraph 3 (Lease Term). Should you fail to timely provide said Move-out Notice, you will be liable to us for rent for the number of days that your written Notice is less than the number of days set forth in Paragraph 3 (Lease Term). For example, if you do not provide any written Notice to us and vacate the premises on or before the stated Lease End Date of the Lease, you will be liable to us for rent for the number of days of required Notice as provided at Paragraph 3 (Lease Term) as an Insufficient Notice Charge in addition to any other rent that may be due. Any Insufficient Notice Charge shall not extend the Lease Term beyond the Lease End Date. If you give no Notice and remain in the premises after the Lease End Date, you will be deemed a month-to-month tenant on the same terms and conditions contained herein, except that the monthly rental rate shall be an amount equal to 150% of the current market rental rate as set forth in the Lease, and said rent may be further increased upon **30 days** written notice from us to you. If you wish to later terminate the month-to-month tenancy, you must

provide 30 days written notice to us. YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3 (Lease Term). Oral move-out notice will not be accepted and will not terminate your tenancy.
- Your move-out notice must not terminate your tenancy sooner than the end of the Lease Contract term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate your tenancy, we must give you the same advance notice—unless you are in default.

45. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in acceleration of future rent under paragraph 32 (Default by Resident). You're prohibited from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

46. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

47. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

48. SECURITY DEPOSIT INTEREST, DEDUCTIONS AND OTHER CHARGES. Interest on your security deposit will be paid to you if required by Illinois law or ordinance. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector, carbon monoxide detectors, and/or radon detectors batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 27 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local

ordinances relating to smoke detectors, carbon monoxide detectors, and/or radon detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract, to the extent allowed by Illinois law or local ordinance.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date; and (2) accelerated rent if you have violated paragraph 32 (Default by Resident).

49. DEPOSIT AND SURRENDER. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) plus any applicable interest, and an itemized accounting of any deductions within the time frames and parameters set forth under state law. If you fail to provide us with your forwarding address in writing, as required above, we will send your security deposit refund (less lawful deductions) plus any applicable interest, and an itemized accounting of any deductions to your last known address.

You have *surrendered* the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 have been turned in where rent is paid—whichever date occurs first.

Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment.

Severability, Originals and Attachments, and Signatures

50. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

51. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations.

Date form is filled out (same as on top of page 1).

You are legally bound by this document. Please read it carefully.

Before submitting a rental application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney.

Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.

Resident or Residents (all sign below)

Owner or Owner's Representative (signing on behalf of owner)

Address and phone number of owner's representative for notice purposes

Name and address of locator service (if applicable)

NOT A VALID FORM
SAMPLE



STUDENT HOUSING LEASE CONTRACT



Date of Lease Contract: _____
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. PARTIES. This Lease Contract is between you, the resident:

and us, the owner: _____

(legal entity of the apartment community).
The terms "you" and "your" refer to the resident listed above, and a person authorized to act on behalf of a resident in the event of that resident's death or incapacity. The term "co-resident" refers to an individual who is sharing your bedroom or occupying another bedroom in the same apartment as a resident under a separate Lease Contract with us. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor must be executed.

IDENTIFICATION OF OWNER AND AGENTS

Owner or Authorized Management Agent:
NAME
ADDRESS
CITY TELEPHONE NUMBER

Person Authorized to Act on Behalf of Owner for Purpose of Service of Process and Receipting for Notices:
NAME
ADDRESS
CITY TELEPHONE NUMBER

2. APARTMENT. You've agreed to rent a bedroom in the Apartment referenced below for use as a private residence only. The Apartment is located at _____ (street address), in _____ (city), Illinois, _____ (zip code), [] Apartment Number _____, or, [] an Apartment (at the address referenced above) to be assigned by us in the future (the "Apartment" or the "Premises"). Your assigned floorplan will be _____

Your bedroom and other exclusive use areas are described in paragraph 12 (Allocations and Exclusive Use Areas).

Exclusive Use Areas and Joint Use Areas. We [] may or [] may not (check one) assign another person to share a bedroom with you. Each Resident will have Exclusive Use Areas in the Apartment, described in the Allocations and Exclusive Use Areas paragraph. Any patios or balconies accessed only through an Exclusive Use Area are considered part of the Exclusive Use Area. All areas that are not identified as Exclusive Use areas (e.g. the Apartment mailbox, living room, hallways, kitchen, bathroom(s) not identified as Exclusive Use Areas, and patios or balconies not accessed solely through an Exclusive Use Area) will be "Joint Use Areas", shared with the other co-residents.

Assignments. If an Apartment, bedroom, bathroom, or parking space is not identified in this Lease, we will advise you of your assignment at or before move-in.

Relocation. To the extent practical in our sole judgment, we will try to honor requests for residing in a particular bedroom or apartment.

Resident's Request to Relocate. You may change bedrooms with another resident in your Apartment if: (1) within _____ days after your initial occupancy, we receive a joint request from you and another resident in your Apartment to exchange bedrooms (and all residents in both bedrooms approve the request); and (2) you comply with our procedures and required documentation. If later you request a transfer to another bedroom in your Apartment, and we approve your request, you must complete the required documentation and pay a transfer fee of \$ _____ before we complete the actual transfer. A transfer to a bedroom or an Apartment other than the one you initially occupied may be made only with our prior written approval and for a similar fee.

Owner's Discretion to Relocate. We reserve the right at any time, upon five days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the Apartment or to another Apartment within the Apartment community. We will assist you in moving your personal property and pay for rekeying if we require you to relocate.

3. CO-RESIDENTS AND OCCUPANTS. The bedroom will be occupied by you and (list all other co-residents not signing this Lease Contract):

The bedroom may also be occupied by the following occupants not signing a Lease Contract:

Other than a co-resident we assign, or an authorized occupant, no one else may occupy the bedroom. Other than authorized co-residents or occupants, no one else may occupy the Apartment. Non-residents and unapproved persons must not stay for more than _____ consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

Guests. You are responsible for the conduct of your guests, invitees, family members, and any other person that you allow to enter the property or Apartment, as if such conduct were your own. In the event that any such person acts in a manner which violates the Lease, such conduct shall also constitute a violation of the Lease by you. In the event of a disturbance in the Apartment, all occupants of the Apartment may be deemed by us to be responsible for such a Lease violation regardless of whether we are able to establish that such disturbance was caused by the guest of any specific occupant(s). You are responsible for ensuring that any such violation does not occur at any time. In the event we receive any complaints of unreasonable disturbances in the Apartment, you agree that we may limit the number of guests that may enter the Apartment at any one time.

Disclaimer. You have elected to enter into an Agreement to lease a portion of the Apartment only, and understand that other individuals, selected by us in our sole discretion, will be co-residing in the Apartment and Bedroom with you. You understand that we are solely providing you with the right to occupy the Apartment and do not make any representations as to the identity, background, or suitability of any co-resident. You will not be responsible for the financial obligations of any co-resident. In the event that any issues or disputes arise between you and any co-resident(s), it will be your responsibility to resolve such issues directly with the other co-resident(s) in a reasonable and Lease compliant manner. In no event will we be responsible for intervening in such disputes unless, in our sole discretion, we determine that the behavior of such co-resident constitutes a material violation of the Lease, and, in such event, you understand that our sole obligation will be to commence legal proceedings to evict such a person. You understand that during the pendency of such an action to recover possession, it may not be possible to bar the co-resident from the Apartment. While we will endeavor to transfer residents as provided herein, we are under no obligation to do so, and the failure to relocate you will not release you from your obligations as provided in the Lease.

Rooming House. In no event shall the Apartment be deemed a rooming or lodging house and, in the event any state or local agency makes any determination to the contrary, we reserve the right to terminate the Lease upon seven (7) days' notice.

4. LEASE TERM. The initial term of the Lease Contract begins on the _____ day of _____, _____ (year), and ends at noon the _____ day of _____, _____ (year).

This Lease Contract does not automatically renew. Subject to the requirements of Paragraph 49 (Move-Out Notice), you must give at least _____ days written notice of termination or intent to move-out if it is prior to the Lease Contract ending date.

Renewal. Prior to the expiration of this Lease Contract, you may be given an opportunity to sign a new Lease Contract or renewal Lease Contract and remain in your current bedroom. If you do not sign a new Lease Contract or renewal, your bedroom may be leased to another resident. If your bedroom is leased to another resident, you will not be able to sign a new Lease Contract or renewal for the same bedroom.

5. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ _____, due on or before the date this Lease Contract is signed. You may be required to pay a security deposit for all of your obligations under this Lease Contract. In the event you are required to pay a security deposit, it shall serve as partial security for all Resident's obligation under this Lease Contract. The security deposit will not be our limit of damages if you violate the lease contract.

Security Deposit Deductions. If all Residents perform every obligation under the Lease, each Resident will receive a full refund of the Security Deposit paid by him or her. However, if each and every obligation under the Lease is not performed, deductions will be made from the Security Deposit. If we attribute a default under the Lease to a specific Resident (e.g. one Resident doesn't pay his/her proportionate share of the rent, or one Resident incurs a late charge, or we determine (in our sole discretion) that damage was caused by a single Resident), then the Resident responsible for that default will be financially responsible for that default, and we may make deductions from that Resident's proportionate share of the Security Deposit. If we do not attribute a default under the Lease to a specific Resident (e.g. damage to Joint Use Areas, or Apartment cleaning charges after the Residents vacate), we may deduct these charges from all Residents' Security Deposits, in the same proportion as each Resident's proportionate share for other shared obligations, described in paragraph 12 (Allocations and Exclusive Use Areas). We will attempt (in our sole discretion) to fairly allocate responsibility among Residents. However, in any dispute between you and us regarding allocation, our decision will be binding to determine allocation of responsibility as between you and us. Our decision will not be binding between Residents, and if a Resident disagrees with our allocation, Residents may pursue claims between the Residents.

Security Deposit; Other Charges. Interest on your security deposit will be paid to you if required by Illinois law or ordinance. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including

stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector, carbon monoxide detectors, and/or radon detectors batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 32 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract, to the extent allowed by Illinois law or local ordinance.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 8 (Keys) if you fail to return them on or before your actual move-out date; and (2) accelerated rent if you have violated paragraph 37 (Default by Resident).

6. INDIVIDUAL LIABILITY FOR LATE CHARGES AND DAMAGES. You are individually responsible and liable for late fees on your share of Rent, other obligations, and damage to the Apartment which we determine (in our sole discretion) was caused by you. You are not responsible or liable for any of your co-resident's obligations as to their bedrooms and their rent payable to us.

7. JOINT AND SEVERAL (FULL) RESPONSIBILITY FOR OTHER AMOUNTS DUE. Each resident of an Apartment is jointly and severally liable with the other co-residents of the Apartment for all Lease Obligations relating to Joint Use Areas and utilities (if applicable). Responsibility for damage to the Apartment that we do not determine (in our sole discretion) was caused by a specific Resident, and other amounts due under the Lease, will be joint and several (meaning that the Residents will each be fully responsible for 100% of these amounts).

8. KEYS. You will be provided _____ bedroom keys, _____ apartment key(s), _____ mailbox key(s), _____ FOB(s), and/or _____ other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

9. FURNISHINGS. Your Apartment will be [check one]: furnished or unfurnished. If the Apartment is furnished, the Apartment will also include all appliances, furniture and fixtures that we provide to you in your Exclusive Use and Joint Use areas ("Personal Property"). If checked, the appliances and furniture are described in the Inventory/Move-In Move-Out form.

10. RENT AND CHARGES. [Check one]:
 You will pay \$ _____ per month for rent, in advance and without demand. Prorated rent of \$ _____ is due for the remainder of [check one]: 1st month or 2nd month, on _____, _____ (year); OR
 Your total rent for the Lease Contract term is \$ _____. It is payable in advance, without demand, in _____ (number of installments) installments of \$ _____. The first installment is due on _____, _____ (year). All remaining installments will be due on or before the first day of each month beginning _____, _____ (year).

You will pay your rent at:
 at the on-site manager's office, or
 at our online payment site, or
 at _____

Concession Granted:

NO CONCESSIONS GRANTED.

The stated rent amount is owed by you and is not the total rent owed by all co-residents. You must pay your monthly rent or installments on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the _____ day of the month, you'll pay a late charge. Your late charge will be (check one): a flat rate of \$ _____ or _____ % of your total monthly rent payment, per month as additional rent until paid in full. You'll also pay a charge of \$ _____ for each returned check or rejected electronic payment as additional rent, plus the late charges described herein. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract

will be authorized. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

11. UTILITIES. We'll pay for the following items, if checked:

- water gas electricity master antenna
 wastewater trash cable TV
 other _____

If the Lease specifies that some utilities are billed directly to you by the utility provider, Apartment residents may decide among themselves whether to put the utilities in the names of one Resident or all Residents.

For utilities that are billed to us by the utility provider, and which we provide and bill to you (check one): each Resident is responsible only for that Resident's proportionate share all Residents are jointly and severally (fully) responsible for the full cost of these utilities. You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected for any reason—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-powered lighting. If any utilities are submetered for the apartment or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. If utilities are prorated by an allocation formula, we will follow the procedures of the applicable law.

Regardless of who pays for trash service, you will comply with all local regulations and rules regarding trash disposal and recycling on the property. Where required, we will provide notices about trash disposal and recycling.

12. ALLOCATIONS AND EXCLUSIVE USE AREAS.

Resident Name	Exclusive Use Areas	Proportionate Share of Monthly Rent	Proportionate Share for Other Obligations	Proportionate Share of Security Deposit
	Bedroom <input type="checkbox"/> Bedroom # _____ <input type="checkbox"/> A bedroom to be assigned by us in the future Bathroom <input type="checkbox"/> Bathroom # _____ <input type="checkbox"/> A bathroom to be assigned by us in the future Parking Space <input type="checkbox"/> Parking space(s) # _____ \$ _____ % \$ _____ # _____ # _____ <input type="checkbox"/> A parking space to be assigned by us in the future Other <input type="checkbox"/> _____ _____ _____ (add a description of any other Exclusive Use Area)			

13. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We require do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

Additionally, you are [check one] required to purchase personal liability insurance not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, may be an incurable breach of this Lease Contract and may result in the termination of your tenancy and eviction and/or any other remedies as provided by this Lease Contract, local ordinance, or state law.

14. NO ALTERATIONS. You shall not make any alterations to the premises nor install any appliances, locks or other equipment of any kind without our prior written consent.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair, install, change or rekey the same device during the 30 days preceding your request and we have complied with your request.

15. AREAS NOT INCLUDED IN THE TERM "APARTMENT." "Apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, storerooms for your exclusive use.

Special Provisions and "What If" Clauses

16. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See any additional special provisions.

17. DAMAGES AND REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants. **Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.** We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

18. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be immediately due. We also may end your right of occupancy and recover damages, future rent, attorney's fees, court costs, and other lawful charges as provided by law, court rules, statute or ordinance. Our rights and remedies under paragraph 37 (Default by Resident) apply to acceleration under this paragraph.

19. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in the Lease Contract, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under the provisions herein.

20. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below.

Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you during or after the initial term as set forth in paragraph 4 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later or as prescribed by local ordinance, where applicable.
- (2) If we give written notice to any of you before the initial term as set forth in paragraph 4 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later or as prescribed by local ordinance, where applicable. The readiness date is considered the new initial term as set forth in paragraph 4 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

21. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT. Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

22. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

23. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all apartments in the community and do not change dollar amounts on page 1 of this Lease Contract.

24. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles and you must comply with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and

posted signs. Glass containers are prohibited in or near pools and all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to

show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. If you allow an excluded person onto the property it is grounds for termination of your tenancy.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

25. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may disturb other people; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others. You are responsible for the conduct of your occupants and guests. You nor any people living with you or visiting you shall have been convicted of a crime relating to illegal sexual conduct nor shall be a registered sex offender in any state.

26. PARKING. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed under an appropriate law. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or apartment(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

27. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under the provisions herein, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, death or property purchase.

28. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

29. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, carbon monoxide detectors, and/or radon detectors, keyed deadbolt locks, window latches, and access control devices and local ordinance.

Smoke Detectors. We'll furnish smoke detectors as required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector

malfunctions to us in writing. Neither you nor others may disable smoke detectors. If you damage or disable the smoke detector or remove a battery without replacing it with a working battery, you may be liable to us for actual damages and attorney's fees. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you may be liable to us and others for any loss, damage, or fines from fire, smoke, or water and you may be in violation of Illinois law and local ordinance.

Carbon Monoxide Instructions and Disclosure. We'll furnish one approved carbon monoxide detector in your apartment as required by Illinois law and local ordinance, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, test the detector, and provide general maintenance. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report carbon monoxide detector malfunctions to us in writing. Neither you nor others may disable carbon monoxide detectors. If you damage or disable the carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us for actual damages and attorney's fees. If you disable or damage the carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you may be liable to us and others for any loss, damage, or fines and you may be in violation of Illinois law and local ordinance.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services to the extent allowed by applicable law.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control devices or security measures can eliminate all crime and that you will not rely upon any provided access control devices or security measures as a warranty or guarantee of any kind. We disclaim any express or implied warranties of security. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must notify us and furnish us with the law-enforcement agency's incident report number upon request.

30. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. You will be given an Inventory and Condition form on or before move-in. You must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute (or Ordinance), or by us in writing, you must not make any alterations to the premises, nor perform any repairs, painting, wallpapering, carpeting, or electrical changes, nor install any appliances, locks or other equipment of any kind, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. We will permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm

systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, carbon monoxide detectors, radon detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

31. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU NEED TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress as described in Paragraph 29-Resident Safety and Property Loss.) Our written notes on your oral request do not constitute a written request from you. A request for maintenance or repair by anyone residing in your bedroom or apartment constitutes a request from all co-residents.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part unless authorized under Illinois law (or local Ordinance).

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

32. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we

authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing, if we deem necessary and we may withhold these amounts from your security deposit as describe in paragraph 5 (Security Deposit).

33. WHEN WE MAY ENTER. Except as prohibited by state law or local ordinance, if you or any guest or occupant is present, then repairers, servicers, contractors, our representatives, or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. You will not unreasonably withhold consent for us to enter your apartment at reasonable times for reasonable purposes as provided by statute or local ordinance. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key if:

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; *and*
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector, carbon monoxide detectors, and/or radon detectors, batteries; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing unauthorized access control devices; stopping excessive noise; removing health or safety hazards (including hazardous materials); removing perishable foodstuffs if your electricity is disconnected; inspecting when immediate danger to person or property is reasonably suspected; allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing the apartment to government inspectors, fire marshals, lenders, appraisers, contractors, prospective buyers, or insurance agents.

34. NOTICES. Notices and requests from you or any co-resident or occupant of the apartment constitute notice from all co-residents. Your notice of termination or intent to move out must be signed by you.

A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. A notice from us that is intended only for you will be addressed only to you. A notice intended by us for all co-residents in your apartment may be addressed to "all residents" of your apartment. A notice intended by us for all residents in the apartment community may be addressed to "all residents."

Replacements

35. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, granting a right or license to occupy is *allowed only when we expressly consent in writing*. To the extent allowed by law, we may charge a subletting fee. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (1) an administrative (paperwork) and/or transfer fee *will* be due; and
- (2) you *will* remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or to a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

36. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 30 (Condition of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

37. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you move out before your lease expires without paying rent through the end of the lease term or renewal period; (3) you fail to give written move-out notice as required by paragraph 28 (Military Personnel Clause) or 49 (Move-Out Notice); (4) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (5) you abandon the apartment; (6) you give incorrect or false answers in a rental application; (7) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia, or illegal sexual activity; (8) any illegal drugs, illegal weapons, or drug paraphernalia are found in your apartment; or (9) you or any guest or occupant engages in any of the prohibited conduct described in paragraph 25 (Prohibited Conduct). If you or any other residents or occupants, on one or more occasions, uses or permits the use of the apartment or leased premises for the commission of a felony or class A misdemeanor under the laws of this state, we shall have the right to void the lease and recover the apartment. We will mitigate our damages to the extent required by Illinois law.

Lease Renewal When A Breach or Default Has Occurred.

In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

Notice and Eviction. If you default due to non-payment of rent, we may end your right of occupancy by giving you a five-day written notice to vacate, or similar notice as required by local ordinance, where applicable. If you default by breaching the lease for reasons other than non-payment of rent, we may end your right of occupancy by giving you ten days' written notice to vacate or similar notice as required by local ordinance, where applicable.

Notice may be served by: (1) personal delivery at the apartment to you or any occupant over 13 years old; (2) by certified or registered mail, return receipt requested—the mailing of same shall constitute delivery; or (3) if no one answers the door, by posting the notice to the door of the apartment. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate or after filing an eviction lawsuit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages, or past or future rent or other sums.

Acceleration. All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; *and* (2) you've not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations to the extent required by Illinois law.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent of \$ _____ per day is due in advance and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) if you fail to vacate the apartment, and we accept subsequent rent, you will become a month to month tenant.

Landlord Remedies. If you fail to pay amounts due under this Lease Contract, or otherwise breach this Lease Contract, we (at our option), may choose to terminate your tenancy. If only one Resident has breached the Lease Contract, and if we elect to terminate the tenancy of only the breaching Resident, the remaining residents agree to cooperate with us in terminating the tenancy of the breaching Resident. If we are able to locate a replacement Resident, the remaining Residents agree to cooperate with us in placing a replacement Resident in the Apartment, and will execute a Lease amendment to add the replacement Resident as a party to the Lease Contract.

Disclaimer: If there is a breach of this Lease Contract and the law does not allow us to evict only the breaching resident, then all co-residents may be evicted even if only one resident breaches this Lease Contract.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 16 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including tenancy termination. Unless a party is seeking exemplary, punitive or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs to the extent permitted by state law or local ordinance. All unpaid amounts bear 9% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

General Clauses

38. FULL AND BINDING AGREEMENT. *Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract, including addendums as referenced in Paragraph 55 (Originals and Attachments), is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. This Lease Contract binds subsequent owners.*

39. ELECTION OF REMEDIES. All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. No action or omission of our representative will be considered a

waiver of any subsequent violation, default, or time or place of performance. Our failure to enforce or belatedly enforce written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

40. NOTICE REQUIREMENTS. Except when notice or demand is required by state law or local ordinance, you waive any notice and demand for performance from us if you default. Written or electronic notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed. All notices and documents may be in English and, at our option, in any language that you read or speak.

41.EMPLOYEES AND AGENTS OF OWNER. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.

42.SUBORDINATION. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.

43.DISCRETIONARY RIGHTS. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

44.OBLIGATION TO VACATE. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

45.CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

46.FORCE MAJEURE: If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

47.PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

48.ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

49.MOVE-OUT NOTICE. Unless you are moving out on or within 30 days of the Lease Contract term ending date, you must give our representative advance written move-out notice before moving out, as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early except under the provisions herein. If you intend to vacate the premises on the Lease End Date (as provided at paragraph 4, "Lease Term") without further liability to us for rent, **you must provide us with written notice of your intent not to renew the Lease ["Move-out Notice"]** as provided in paragraph 4 (Lease Term). Should you fail to timely provide said Move-out Notice, you will be liable to us for rent for the number of days that your written Notice is less than the number of days set forth in paragraph 4 (Lease Term). For example, if you do not provide any written Notice to us and vacate the premises on or before the stated Lease End Date of the Lease, you will be liable to us for rent for the number of days of required Notice as provided at paragraph 4 (Lease Term) as an Insufficient Notice Charge in addition to any other rent that may be due. Any Insufficient Notice Charge shall not extend the Lease Term beyond the Lease End Date. If you give no Notice and remain in the premises after the Lease End Date, you will be deemed a month-to-month tenant on the same terms and conditions contained herein, except that the monthly rental rate shall be an amount equal to 150% of the current market rental rate as set forth in the Lease, and said rent may be further increased upon 30 days written notice from us to you. If you wish to later terminate the month-to-month tenancy, you must provide **30 days** written notice to us. **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- We must receive advance written notice of your move-out date if it is prior to the Lease Contract term ending date.
- Your move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your tenancy.
- Your move-out notice must not terminate your tenancy sooner than the end of the Lease Contract term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. We recommend you use our written move-out form to ensure you provide the information needed. You must obtain from us written acknowledgment that we received your move-out notice.

50.MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in acceleration of future rent under paragraph 37 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

51.CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

52.MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

53. DEPOSIT AND SURRENDER.

Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) plus any applicable interest, and an itemized accounting of any deductions within the time frames and parameters set forth under state law. If you fail to provide us with your forwarding address in writing, as required above, we will send your security deposit refund (less lawful deductions) plus any applicable interest, and an itemized accounting of any deductions to your last known address.

Surrender. You have *surrendered* the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 8 (Keys) have been turned in where rent is paid—whichever date occurs first.

Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment.

Severability, Originals and Attachments, and Signatures

54. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

55. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

You are legally bound by this document. Please read it carefully.

Before submitting a rental application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney.

Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.

Resident *(sign below)*

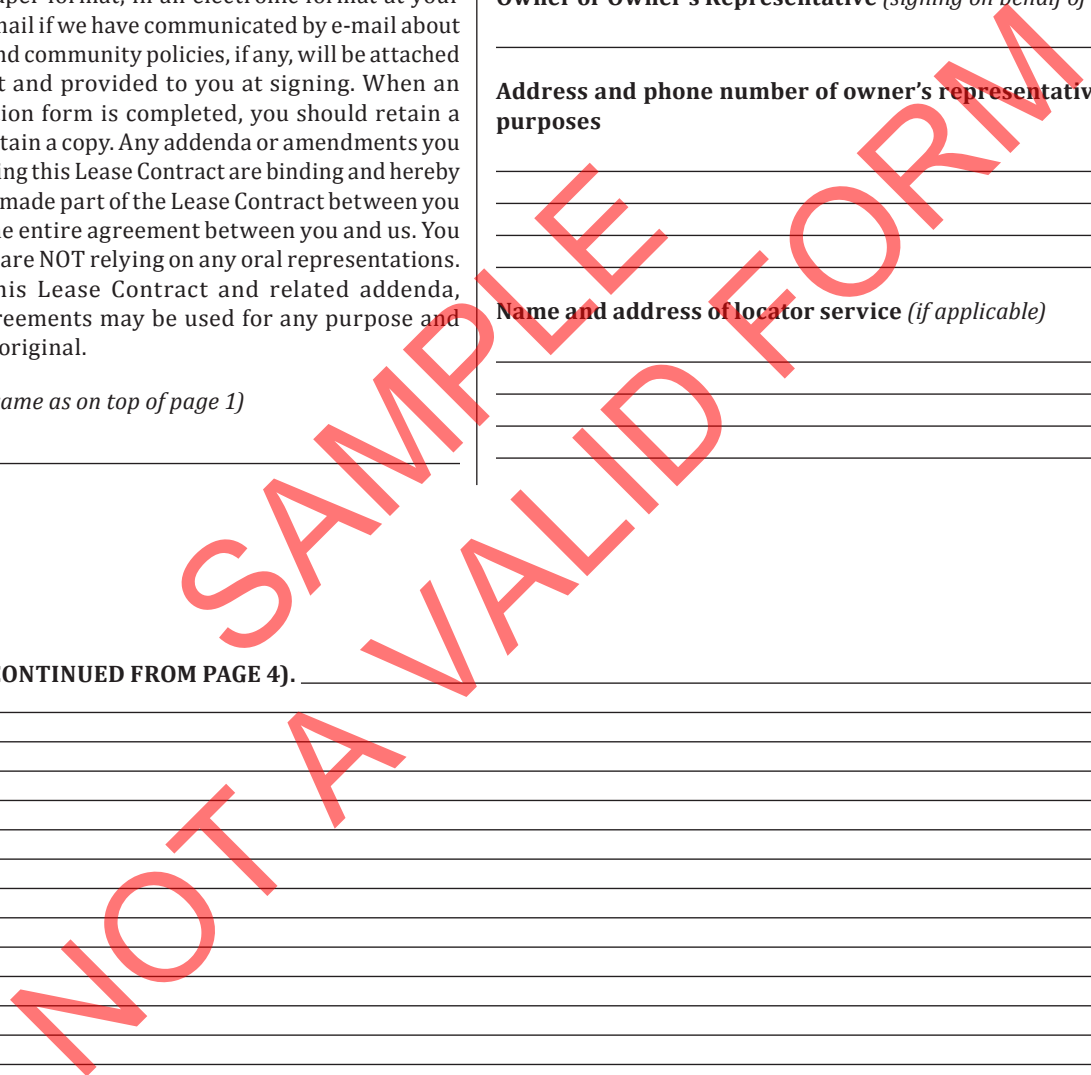
Owner or Owner's Representative *(signing on behalf of owner)*

Address and phone number of owner's representative for notice purposes

Name and address of locator service *(if applicable)*

Date form is filled out *(same as on top of page 1)*

SPECIAL PROVISIONS (CONTINUED FROM PAGE 4).



Multiple horizontal lines for entering special provisions.



Fast Facts: 2021 Debt Collection COVID-19 Interim Final Rule

Interim Final Rule: The Bureau's Interim Final Rule (IFR) amends Regulation F to require that debt collectors provide written notice to certain consumers about temporary eviction protections under the Centers for Disease Control and Prevention (CDC)'s eviction moratorium and prohibit a debt collector from misrepresenting that a consumer is ineligible for eviction protection under the moratorium.

Effective date: May 3, 2021

Comments due: 15 days after the date of publication in the Federal Register. Detailed information on how to submit comments can be found in the IFR.

Available at: <https://www.consumerfinance.gov/rules-policy/final-rules/debt-collection-practices-global-covid-19-pandemic-regulation-f/>

About this document: The Bureau has issued an IFR to amend Regulation F at 12 CFR 1006. This document generally provides a high-level overview of the topics covered in the IFR. Note that the Bureau's 2020 Debt Collection Rules will not yet be in effect by the IFR's effective date and accordingly, the IFR revises Regulation F as it currently exists.

This is a Compliance Aid issued by the Consumer Financial Protection Bureau. The Bureau published a Policy Statement on Compliance Aids, available at <https://www.consumerfinance.gov/policy-compliance/rulemaking/final-rules/policy-statement-compliance-aids/>, that explains the Bureau's approach to Compliance Aids.

Coverage

Entity or article	Description in IFR	Location in Regulation F and FDCPA
Debt Collectors	<p>The IFR applies to debt collectors as defined in the Fair Debt Collection Practices Act (FDCPA).</p> <p>The term debt collector is generally defined in the FDCPA as any person who uses any instrumentality of interstate commerce or mail in any business the principal purpose of which is the collection of debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due, or asserted to be owed or due, to another.</p>	<p>1006.9(a)</p> <p>FDCPA section 803(6)</p>
Consumer	<p>The IFR applies to consumers as defined in the FDCPA.</p> <p>A consumer is defined in the FDCPA as any natural person obligated or allegedly obligated to pay any debt.</p>	<p>1006.9(b)(1)</p> <p>FDCPA section 803(3)</p>
Debt	<p>The IFR applies to debt as defined in the FDCPA.</p> <p>Debt is defined in the FDCPA as any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services that are the subject of the transaction are primarily for personal, family, or household purposes, whether or not the obligation has been reduced to judgment.</p>	<p>1006.9(b)(1)</p> <p>FDCPA section 803(5)</p>
CDC Order	<p>The IFR added a definition of CDC Order to Regulation F.</p> <p>As defined, the CDC Order means the order issued by the Centers for Disease Control and Prevention titled Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19 (86 FR 16731 (Mar. 31, 2021)).¹</p> <p>The CDC Order generally prohibits a landlord, owner of a residential property, or other person with a legal right to pursue</p>	<p>1006.9(b)(2)</p>

¹The CDC Order will remain in effect until June 30, 2021, unless extended, modified, or rescinded. In the event the CDC further extends the CDC Order, the Bureau expects the IFR will continue to be in effect until the expiration of any such extension.

eviction (including an agent or attorney acting on behalf of a landlord or owner) from evicting any covered person from any residential property for non-payment of rent in any jurisdiction in which the Order applies during the effective period of the Order.

The IFR added a definition of eviction notice to Regulation F.

Eviction Notice	The term eviction notice is defined as the earliest written notice that the laws of any State, locality, territory, or tribal area require to be provided to a consumer before an eviction action against the consumer may be filed.	1006.9(b)(3)
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Conduct

Topic	Required, prohibited, or optional conduct	Location in Regulation F
Prohibition against misrepresentations about the CDC Order	<p>A debt collector must not falsely represent or imply to a consumer that the consumer is ineligible for temporary protection from eviction under the CDC Order.</p> <p>This requirement is applicable:</p> <ul style="list-style-type: none"> ▪ During the effective period of the CDC Order; ▪ In any jurisdiction in which the CDC Order applies; and ▪ In connection with the collection of a debt. 	1006.9(c)(2)
Requirement to disclose the CDC Order	<p>Before filing an eviction action for non-payment of rent against a consumer, if the CDC Order might reasonably apply to that consumer, a debt collector must disclose that the consumer may be eligible for temporary protection from eviction under the CDC Order.</p> <p>The disclosure must be clear and conspicuous and in writing. A debt collector must provide the disclosure on the date the debt collector provides the consumer with an eviction notice or, if no eviction notice is required by law, on the date that the eviction action is filed.</p> <p>This requirement is applicable:</p> <ul style="list-style-type: none"> ▪ During the effective period of the CDC Order; ▪ In any jurisdiction in which the CDC Order applies; and ▪ In connection with the collection of a debt. 	1006.9(c)(1)

Option to provide the CDC Order disclosure at the same time as the eviction notice	A debt collector may satisfy the requirement to provide the disclosure on the same date as the eviction notice or eviction action by providing the disclosure at the same time that the debt collector provides the consumer with any eviction notice or serves the consumer with any eviction action. For example, a debt collector may provide the disclosure in the same mailing as the eviction action and does not need to provide the disclosure separately on the same date.	Comment 1006.9(c)(1)–3
Option to include the CDC Order disclosure in all consumer eviction notices	A debt collector may provide the disclosure to a consumer even if the consumer might not be covered by the CDC Order. Therefore, a debt collector may provide the disclosure to every consumer in every eviction action for non-payment of rent.	Comment 1006.9(c)(1)–2
Option to provide the CDC Order disclosure more than once	A debt collector may provide the disclosure more than once to a consumer, such as in each subsequent communication with the consumer.	Comment 1006.9(c)(1)–4

Sample Disclosure Language

Sample Disclosure Language	Location in Regulation F
The following is sample language a debt collector may use, but is not required to use, to comply with the IFR’s disclosure requirement:	
“Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under Federal law. Learn the steps you should take now: visit www.cfpb.gov/eviction or call a housing counselor at 800-569-4287.”	Comment 1006.9(c)(1)–5.i
The following is another option for sample language a debt collector may use, but is not required to use, to comply with the IFR’s disclosure requirement:	
“Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under the laws of your State, territory, locality, or tribal area, or under Federal law. Learn the steps you should take now: visit www.cfpb.gov/eviction or call a housing counselor at 800-569-4287.”	Comment 1006.9(c)(1)–5.ii

Additional resources

Find more implementation information and sign up for updates about debt collection rule implementation at <https://www.consumerfinance.gov/compliance/compliance-resources/other-applicable-requirements/debt-collection/>.

**SAMPLE
NOT A VALID FORM**

**NOTICE OF TERMINATION OF TENANCY
[5-DAY NOTICE]
(Not For Use In Cook County or Chicago)**



To: _____

/and all other occupants and lessees
located at _____

You are hereby notified that your right of possession of the following described premises, to wit: _____
_____ ; together with all other accommodations used by you
in connection therewith, will be terminated as follows:

- (1) There is due the undersigned for accrued and past-due rental for said accommodations aforesaid the sum of _____ AND No/100 Dollars
(\$ _____), for which demand is herewith made, and unless payment is made within five (5) days
from the date of service hereof, your right of possession is terminated.

*Only FULL PAYMENT of the rent demanded in this notice will waive the landlord's right to terminate your right of possession
under the lease, unless the landlord agrees in writing to continue your right of possession in exchange for receiving partial payment.*

Unless you promptly comply with the above, suit will be instituted for possession, and for rental due, together with the costs
and legal fees of such proceeding.

Dated this _____ day of _____, _____

Lessor
By: _____
Agent

PROOF OF SERVICE

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

_____, certifies and says that he/she served the foregoing "Notice of
Termination of Tenancy" on the _____ day of _____, _____, as follows:

- By delivering a true copy thereof to the within named Tenant, _____.
- By leaving a true copy thereof with _____, a person above the age of thirteen
years or older, residing on or in possession of the premises.
- By sending a true copy thereof to the within named Tenant, _____, by certified
or registered mail, returned receipt requested.
- By posting a true copy thereof on the Lessee's door to the premises, no one having answered, pursuant to paragraph 32
(Default by Resident) of the Apartment Lease Contract.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the
statements set forth in this Proof of Service are true and correct.

Signature of person serving the notice

ADDITIONAL SPECIAL PROVISIONS



APARTMENT DESCRIPTION. Unit No. _____, _____ (street address) in _____ (city), Illinois, _____ (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: _____
Owner's Name: _____

Residents (list all residents): _____

NOT A VALID FORM
SAMPLE

Resident(s) (All residents must sign)

Date of Signing Addendum

Owner or Owner's Representative

Date of Signing Addendum

**LEASE CONTRACT ADDENDUM FOR UNITS
PARTICIPATING IN GOVERNMENT REGULATED
AFFORDABLE HOUSING PROGRAMS**



1. APARTMENT DESCRIPTION.

Unit No. _____, _____
 _____ (street address) in
 _____ (city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
 Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PARTICIPATION IN GOVERNMENT PROGRAM. We, as the owner of the apartment you are renting, are participating in a government regulated affordable housing program. This program requires both you and us to verify certain information and to agree to certain provisions contained in this addendum.

4. ACCURATE INFORMATION IN APPLICATION. By signing this addendum, you are certifying that the information provided in the Rental Application or any Supplemental Rental Application regarding your household annual income is true and accurate.

5. FUTURE REQUEST FOR INFORMATION. By signing this addendum, you agree that the annual income and other eligibility requirements for participation in this government regulated affordable housing program are substantial and material obligations under the Lease Contract. Within seven

days after our request, you agree to comply with our requests for information regarding annual income and eligibility, including requests by the owner and the appropriate government monitoring agency. These requests to you may be made to you now and any time during the Lease Contract term or renewal period.

6. NO LIEN FOR UNPAID SUMS. We shall not have a lien on your property for unpaid rent or other sums, except that we will have a lien to cover packing, removal, and storage charges for property left in the apartment after you move out. This paragraph overrides any contrary provisions contained in the Lease Contract.

7. STUDENT STATUS. By signing this addendum, you agree to notify the owner, in writing, if there are any changes in the student status of any residents (including replacement residents) occupying the unit.

8. ELIMINATION OF JURY WAIVER. Any provision in the Lease Contract that waives a trial by jury is hereby deleted and unenforceable.

9. CONFLICT WITH GOVERNING LAW. To the extent that any part of your Lease Contract or this addendum conflicts with applicable federal, state, or local laws or regulations, the law or regulation overrides that portion of your Lease Contract or this addendum.

10. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident(s)

Date of Signing Addendum

Owner's Representative

Date of Signing Addendum



ILLINOIS ANIMAL ADDENDUM



Date: _____
(when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.

1. APARTMENT UNIT DESCRIPTION.

Unit No. _____,

_____ (street address) in

(city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. A. NO APPROVED ANIMALS. If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the apartment or apartment community unless we've authorized so in writing. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Federal Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

B. CONDITIONAL AUTHORIZATION FOR ANIMAL. If this box is checked, you may keep the animal that is described below in the apartment until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. ANIMAL DEPOSIT. Except for service animals under the Animals paragraph of the Lease Contract, an animal deposit of \$ _____ will be charged. We [check one] will consider, or will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract [check one] does, or does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

5. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by \$ _____. The monthly rent amount in the Rent and Charges paragraph of the Lease Contract [check one] includes does not include this additional animal rent.

6. ADDITIONAL FEE. You must also pay a one-time non-refundable fee of \$ _____ for having the animal in the apartment. It is our policy to not charge a deposit for support animals. Service animals are excepted from this requirement.

7. LIABILITY NOT LIMITED. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

8. DESCRIPTION OF ANIMAL(S). You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)-mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect-into the apartment or apartment community.

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license : _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

10. ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the apartment.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: _____
- Outside, the animal may urinate or defecate *only* in these designated areas: _____
- Animals may not be tied to any fixed object anywhere outside the apartments, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other apartments.
- Your animal must be fed and watered inside the apartment. Don't leave animal food or water outside the apartment at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the apartment or any private fenced area.
- Unless we have designated a particular area in your apartment or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the apartment in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

11. ADDITIONAL RULES. We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

12. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees.

13. COMPLAINTS ABOUT ANIMAL. You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

14. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC. You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the apartment, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

If you have violated our animal rules or let the animal defecate or urinate where it's not supposed to you will be subject to eviction and other remedies under the Lease Contract.

15. MOVE-OUT. When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

16. JOINT AND SEVERAL RESPONSIBILITY. Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

17. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for special provisions noted in paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing, as described under paragraph 11. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All resident's must sign)

Owner or Owner's Representative
(Signs below)



ASBESTOS ADDENDUM



Date: _____
(when this Addendum is filled out)

1. APARTMENT DESCRIPTION.

Unit No. _____,

(street address) in

(city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ASBESTOS. In most apartments which were built prior to 1981 and in some built after that, asbestos was commonly used as a construction material. In various parts of your apartment, asbestos materials may have been used in the original construction or in renovations prior to the enactment of federal laws which limit asbestos in certain construction materials.

4. FEDERAL RECOMMENDATIONS. The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.

5. COMMUNITY POLICIES AND RULES. You, your families, other occupants, and guests must not disturb or attach anything to the walls, ceilings, floor tiles, or insulation behind the walls or ceilings in your apartment unless specifically allowed in owner's rules or community policies that are separately attached to this Lease Contract. The foregoing prevails over other provisions of the Lease Contract to the contrary. Please report any ceiling leaks to management promptly so that pieces of acoustical ceiling material or ceiling tiles do not fall to the floor and get disturbed by people walking on the fallen material.

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident(s)
(All residents must sign)

Date of Signing Addendum

Owner or Owner's Representative

Date of Signing Addendum



AURORA CITY - CRIME FREE HOUSING ADDENDUM



1. APARTMENT DESCRIPTION.

Unit No. _____, _____

_____ (street address) in

(city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. NOTICE OF CITY OF AURORA. The City of Aurora has enacted the following in its Code of Ordinances:

- (1) Chapter 29, Article VII - Criminal Nuisance Abatement: This article prohibits criminal nuisance activity on properties located within the corporate limits of the City of Aurora;
- (2) Chapter 29, Article VIII - Noise Abatement: This article prohibits unreasonably loud or raucous noise within the corporate limits of the City of Aurora; and
- (3) Chapter 12, Article IV - Property Maintenance: This article requires that properties within the City of Aurora be properly managed and maintained.

Any violations of the above ordinances or any other federal, state, or local criminal, nuisance, or property maintenance statutes, regulations, or ordinances may result in the EVICTION of the tenant who committed, allowed, or facilitated the violation.

Tenants and all persons who reside in the leased premises, by assuming possession of the same, agree that the landlord or his agents may release to the Police Department, Law Department, or the Division of Property Standards any information concerning the identity of all occupants.

Tenants who fail to provide the Landlord the names of individuals who will be temporarily residing at the residence more than seven (7) consecutive days may be subject to eviction.

4. CRIME FREE AGREEMENT. In consideration of the execution or renewal of a lease of the rental unit identified in this lease, Owner (or Owner's agent or representative) and resident/tenant agree as follows:

- (1) Tenant, any member of the tenant's household, a guest or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the tenant or a member of tenant's household, shall not engage or in any way be involved in,

any criminal activity, including drug related criminal activity, on or near the said premises. Criminal activity shall include, but is not limited to, drug-related criminal activity. "Drug-related criminal activity" means illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance, cannabis or methamphetamine (as defined in the Illinois Compiled Statutes).

- (2) Tenant, any member of the tenant's household, a guest, or invitee at the unit, or on the common grounds, or any person in the unit or on the common grounds invited there in any way by the tenant or a member of the tenant's household shall not engage in any act intended to facilitate or that does facilitate criminal activity, including drug-related criminal activity, or on the said property.
- (3) Tenant, and every member of the household shall not permit the rental unit to be used for criminal activity, or to facilitate criminal activity, in the unit or on the common grounds, including drug-related criminal activity, regardless of whether the individual engaging in such activities is a member of the household, a guest or invitee, and regardless of whether the tenant is present during any such offense.
- (4) Tenant, and members of the tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by tenant or a member of tenant's household, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance, cannabis, or methamphetamine at any location whether in, at, on, or near the property.
- (5) Tenant, any members of the tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the tenant or a member of the tenant's household, shall not engage in any illegal activity, including prostitution as defined in the Illinois Compiled Statutes, criminal street gang activity as defined in the Illinois Compiled Statutes, threatening or intimidating as prohibited in the Illinois Compiled Statutes, assault as prohibited in the Illinois Compiled Statutes, including but not limited to the unlawful discharge of firearms on or near the dwelling unit or common grounds, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenants or involving imminent or actual serious damage as defined in the Illinois Compiled Statutes.
- (6) Landlord has conducted a criminal background investigation on prospective Tenants prior to occupying any rental dwelling unit. For existing Tenants with a written lease signed prior to October 31, 2008, a criminal background investigation is required at time of renewal.
- (7) Violation of any of the above provisions shall be a material and irreparable violation of the lease and good cause for termination of the tenancy, provided, however, a tenant shall not be retaliated against nor evicted when merely a victim of any criminal act prohibited herein, but shall be responsible for the acts of his/her guests and household members. A single violation of any of the provisions hereof shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for immediate termination of the lease under the Illinois Compiled Statutes. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. Tenant consents to venue in any justice court precinct within the county wherein the unit is located in the event Owner initiates legal action against the tenant. Tenant hereby waives any objection to any venue chosen by Owner.

To the extent permitted by law, tenant agrees that service of process of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to tenant, shall be effective and sufficient for purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any tenant, co-signor, occupant or guarantor, if served upon any occupant or other person of suitable age and discretion who is present at the premises and residing therein, notwithstanding the fact that a tenant, co-signor, occupant or guarantor may reside at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law or rule. By signing this lease the undersigned hereby waives any objection to service carried out under the terms of this agreement.

5. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents *(sign here)*

Date of Signing Addendum

Owner or Owner's Representative *(signs here)*

Date of Signing Addendum

NOT A VALID FORM



BED BUG ADDENDUM



Date: _____
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your apartment or surrounding apartments. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. APARTMENT DESCRIPTION.

Unit No. _____,

_____ (street address) in

(city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the apartment or personal property in the apartment. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the apartment at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the apartment and building. We can select the method of treating the apartment, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring apartments to the infestation even if those apartments are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the apartment. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the apartment for a bed bug infestation on your own.

6. NOTIFICATION. You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the apartment, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the apartment.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs.

You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the apartment. Any items you remove from the apartment must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your apartment, we have the right to require you to temporarily vacate the apartment and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your apartment for bed bugs.

If we confirm the presence or infestation of bed bugs after you vacate your apartment, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring apartments to your apartment, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other apartments. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the apartment. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

9. TRANSFERS. If we allow you to transfer to another apartment in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

10. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

NOT A VALID FORM

BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your apartment.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

CARBONDALE, IL APARMENT LEASE CONTRACT ADDENDUM



This Addendum is made this _____ day of _____, _____ by and between the Resident and Owner for the purpose of modifying and adding to the Apartment Lease Contract executed by and between the Resident and Owner on _____.

The Resident and Owner hereby agree to the following modifications and additions to the Apartment Lease Contract. This Addendum constitutes an Addendum to the Lease Contract for the described premises on page 1, paragraph 1 (Parties) of the Lease Contract, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. The following section is added to the OCCUPANTS section of the Lease.

Under some circumstances, Carbondale law may require that We provide You with notice of the maximum occupancy restrictions on the property being leased. The maximum occupancy restrictions on the property being leased pursuant to the city's zoning code is _____. If this section is not filled in, we are not required to provide you with the maximum occupancy for the property.

2. The following section is added to the RENTS AND CHARGES section of the Lease.

To the extent required, all fees and/or charges that may be assessed to You during the term of the Lease, or upon termination of the Lease will be provided to You below. The charges listed do not reflect the normal monthly rent, rental fees and/or charges or cleaning charges that could be assessed to You.

3. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Lease Contract



**NOTICE OF TERMINATION OF TENANCY
[5-DAY NOTICE]
(Chicago)**



To: _____

/and all other occupants and lessees
located at _____

You are hereby notified that your right of possession of the following described premises, to wit _____;
_____;
together with all other accommodations used by you in connection therewith, will be terminated as follows:

- (1) There is due the undersigned for accrued and past-due rental for said accommodations aforesaid the sum of _____ AND No/100 Dollars (\$ _____), for which demand is herewith made, and unless payment is made within five (5) days from the date of service hereof, your right of possession is terminated.

Only FULL PAYMENT of the rent demanded in this notice will waive the landlord's right to terminate your right of possession under the lease, unless the landlord agrees in writing to continue your right of possession in exchange for receiving partial payment.

Unless you promptly comply with the above, suit will be instituted for possession, and for rental due, together with the costs of such proceeding.

Dated this _____ day of _____, _____.

Lessor

By: _____
Agent

PROOF OF SERVICE

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

_____, certifies and says that he/she served the foregoing "Notice of Termination of Tenancy" on the _____ day of _____, _____, as follows:

- By delivering a true copy thereof to the within named Tenant, _____.
- By leaving a true copy thereof with _____, a person above the age of thirteen years or older, residing on or in possession of the premises.
- By sending a true copy thereof to the within named Tenant, _____, by certified or registered mail, returned receipt requested.
- By posting a true copy thereof on the Lessee's door to the premises, no one having answered, pursuant to paragraph 31 (Default by Resident) of the Apartment Lease Contract.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this Proof of Service are true and correct.

Signature of person serving the notice

**10-DAY NOTICE OF TERMINATION OF TENANCY
(Chicago)**



To: _____

/and all other occupants and lessees
 located at _____

You are hereby notified that your right of possession of the following described premises, to wit: _____;

together with all other accommodations used by you in connection therewith, will be terminated as follows:

- (1) You have breached the terms of your lease for the above accommodations, as follows:
 Violation of Lease Paragraph _____

The foregoing violation arising from _____

The undersigned hereby elects to terminate your right of possession, and you are notified to quit and deliver up possession of the same within ten (10) days from the date of service hereof.

Unless you promptly comply with the above, suit will be instituted for possession, together with the costs of such proceeding.

Dated this _____ day of _____, _____.

Lessor

By: _____
 Agent for Owner

PROOF OF SERVICE

STATE OF ILLINOIS)
)SS
 COUNTY OF _____)

_____, certifies and says that he/she served the foregoing "Notice of Termination of Tenancy" on the _____ day of _____, _____, as follows:

- By delivering a true copy thereof to the within named Tenant, _____.
- By leaving a true copy thereof with _____, a person above the age of thirteen years or older, residing on or in possession of the premises.
- By sending a true copy thereof to the within named Tenant, _____, by certified or registered mail, returned receipt requested.
- By posting a true copy thereof on the Lessee's door to the premises, no one having answered, pursuant to paragraph 31 (Default by Resident) of the Apartment Lease Contract.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this Proof of Service are true and correct.

 Signature of person serving the notice

CHICAGO ANIMAL ADDENDUM



Date: _____
(when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.

1. APARTMENT DESCRIPTION.

Unit No. _____, _____

_____ (street address) in

(city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. A. NO APPROVED ANIMALS. If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the apartment or apartment community unless we've authorized so in writing. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Federal Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

B. CONDITIONAL AUTHORIZATION FOR ANIMAL.
If this box is checked, you may keep the animal that is described below in the apartment until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by \$ _____. The monthly rent amount in the Rent and Charges paragraph of the Lease Contract [check one] includes does not include this additional animal rent.

5. ADDITIONAL FEE. You must also pay a one-time non-refundable fee of \$ _____ for having the animal in the apartment. Service animals are excepted from this requirement.

6. LIABILITY NOT LIMITED. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

7. DESCRIPTION OF ANIMAL(S). You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the apartment or apartment community.

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license : _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

9. ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the apartment.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: _____
- Outside, the animal may urinate or defecate *only* in these designated areas: _____
- Animals may not be tied to any fixed object anywhere outside the apartments, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other apartments.
- Your animal must be fed and watered inside the apartment. Don't leave animal food or water outside the apartment at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the apartment or any private fenced area.
- Unless we have designated a particular area in your apartment or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the apartment in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

10. ADDITIONAL RULES. We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

11. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees.

12. COMPLAINTS ABOUT ANIMAL. You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

13. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC. You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the apartment, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

If you have violated our animal rules or let the animal defecate or urinate where it's not supposed to you will be subject to eviction and other remedies under the Lease Contract.

14. MOVE-OUT. When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

15. JOINT AND SEVERAL RESPONSIBILITY. Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

16. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for special provisions noted in paragraph 8 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing, as described under paragraph 10. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All resident's must sign)

Owner or Owner's Representative
(Signs below)



CHICAGO APARTMENT LEASE CONTRACT



Date of Lease Contract: _____
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. PARTIES. This Lease Contract is between you, the resident(s) (list all people signing the Lease Contract):

and us, the owner: _____

(legal entity of the apartment community). You've agreed to rent Apartment No. _____, at _____

_____ (street address) in _____ (city), Illinois, _____ (zip code) (the "apartment" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest, agents, or assigns). If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

IDENTIFICATION OF OWNER AND AGENTS

Owner or Authorized Management Agent:

NAME

ADDRESS

CITY TELEPHONE NUMBER

Person Authorized to Act on Behalf of Owner for Purpose of Service of Process and Receipting for Notices:

NAME

ADDRESS

CITY TELEPHONE NUMBER

2. OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than _____ consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. LEASE TERM. The initial term of the Lease Contract begins on the _____ day of _____, _____, and ends at 11:59 pm the _____ day of _____, _____ (year).

Renewal. This Lease Contract will automatically renew month-to-month unless you give us at least _____ days (not less than 30 days and not more than 90 days) written notice of your intent to move-out as required by paragraph 45 (Move-Out Notice) and we give you notice of termination or non-renewal pursuant to local ordinance.

If the number of days isn't filled in, at least 30 days notice is required.

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ _____, due on or before the date this Lease Contract is signed.

Your security deposit will be kept in a segregated account at (name and address of financial institution):

5. KEYS. You will be provided _____ apartment key(s), _____ mailbox key(s), _____ FOB(s), and/or _____ other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. RENT AND CHARGES. Unless modified by addenda, you will pay \$ _____ per month for rent, payable in advance and without demand on or before the first day of every month:

- at the on-site manager's office, or
- at our online payment site, or
- at _____

Concession Granted:

NO CONCESSIONS GRANTED.

Prorated rent of \$ _____ is due for the remainder of (check one): 1st month or 2nd month, on _____, _____. Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute or ordinance. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. The monthly rent shall be increased \$10.00 per month for the first \$500.00 in monthly rent plus five (5%) percent per month for any amount in excess of \$500.00 in monthly rent if paid after the fifth of the month. Rent shall be considered received, if mailed on the date of receipt. You will also pay a charge of \$ _____ for each returned check or rejected electronic payment as additional rent. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

7. **UTILITIES.** We'll pay for the following items, if checked:
- water gas electricity master antenna
 wastewater trash cable TV
 other _____

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected for any reason—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-powered lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. If utilities are prorated by an allocation formula, we will follow the procedures of the applicable law.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We require do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

Additionally, you are [check one] required to purchase personal liability insurance not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, may be an incurable breach of this Lease Contract and may result in the termination of your tenancy and eviction and/or any other remedies as provided by this Lease Contract, or local ordinance, or state law.

9. **NO ALTERATIONS.** You shall not make any alterations to the premises nor install any appliances, locks or other equipment of any kind without our prior written consent. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair, install, change or rekey the same device during the 30 days preceding your request and we have complied with your request.

10. **AREAS NOT INCLUDED IN THE TERM "APARTMENT."** "Apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, storerooms for your exclusive use.

Special Provisions and "What If" Clauses

11. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See any additional special provisions.

12. **DAMAGES AND REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants. **Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from you or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.** We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. **PROPERTY LEFT IN APARTMENT.** We may remove any abandoned property left in the unit as provided by state law or local ordinance.

14. **FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent be immediately due. We also may end your right of occupancy and recover damages, future rent, attorney's fees, court costs, and other lawful charges as provided by law, court rules, statute or ordinance. Our rights and remedies under paragraph 33 (Default by Resident) apply to acceleration under this paragraph.

15. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 11 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community

Policies or Rules). If, in compliance with state law and local ordinance, we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 45 (Move-Out Notice).

16. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you during or after the initial term as set forth in paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. **AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT.** Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy

of the apartment, or ancillary areas reserved for your exclusive use, such as a storage or parking space, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we

receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

18. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

19. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all apartments in the community and do not change dollar amounts on page 1 of this Lease Contract.

20. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles and you must comply with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. If you allow an excluded person onto the property it is grounds for termination of your tenancy.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

21. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others. You are responsible for the conduct of your occupants and guests. You nor any people living with you or visiting you shall have been convicted of a crime relating to illegal sexual conduct nor shall be a registered sex offender in any state.

22. PARKING. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment or on sidewalks, under stairwells, or in handicapped

parking areas. We may have unauthorized or illegally parked vehicles towed under an appropriate law. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated “no parking” area; or
- (10) is parked in a space marked for other resident(s) or apartment(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

23. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraphs 11 (Special Provisions), 16 (Delay of Occupancy), 45 (Move-Out Notice), or pursuant to statute or ordinance, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

24. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

25. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, window latches, and other access control devices.

Smoke and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors only if required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and carbon monoxide detectors on a regular basis, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us in writing. Neither you nor others may disable the smoke detectors nor the carbon monoxide detectors. If you damage or disable the smoke detector or the carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us for actual damages and attorney's fees. If you disable or damage the smoke detector or the carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you may be liable to us and others for any loss, damage, or fines from fire, smoke, or water and you may be in violation of Illinois law and local ordinance.

Carbon Monoxide Instructions and Disclosure. We'll furnish one approved carbon monoxide detector in your apartment as required by Illinois law and local ordinance, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, test the detector, and provide general maintenance. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report carbon monoxide detector malfunctions to us in writing. Neither you nor others may disable carbon monoxide detectors. If you damage or disable the carbon monoxide detector

or remove a battery without replacing it with a working battery, you may be liable to us for actual damages and attorney's fees. If you disable or damage the carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you may be liable to us and others for any loss, damage, or fines and you may be in violation of Illinois law and local ordinance.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services to the extent allowed by applicable law.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must notify us and furnish us with the law-enforcement agency's incident report number upon request.

26. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. You will be given an Inventory and Condition form on or before move-in. You must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not make any alterations to the premises, nor perform any repairs, painting, wallpapering, carpeting, or electrical changes, nor install any appliances, locks or other equipment of any kind, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. We will permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, carbon monoxide detectors, radon detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

27. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE

ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress as described in Paragraph 25 - Resident Safety and Property Loss). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part unless authorized under Illinois law.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

28. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing, if we deem it necessary, and we may withhold these amounts from your security deposit as describe in paragraph 49 (Security Deposit Interest, Deductions and Other Charges).

29. WHEN WE MAY ENTER. You will not unreasonably withhold consent for us to enter your apartment at reasonable times for reasonable purposes as provided by statute or ordinance. To the extent required by law, we will give you 48 hours notice before entering your apartment in the event of a non-emergency.

30. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security deposit refunds may be by one check jointly payable to all residents; the check and any deduction itemizations may be mailed to one resident only.

Replacements

31. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed *only when we expressly consent in writing, which we will not*

unreasonably withhold. We will accept a reasonable sublease as provided by statute or ordinance. To the extent allowed by law, we may charge a subletting fee.

Responsibilities of Owner and Resident

32. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 26 (Condition of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

33. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you move out before your lease expires without paying rent through the end of the lease term or renewal period; (3) you fail to give written move-out notice as required by 45 (Move-Out Notice); (4) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (5) you abandon the apartment; (6) you give incorrect or false answers in a rental application; (7) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia, or illegal sexual activity; (8) any illegal drugs, illegal weapons, or drug paraphernalia are found in your apartment; or (9) you or any guest or occupant engages in any of the prohibited conduct described in paragraph 21 (Prohibited Conduct). If you or any other residents or occupants, on one or more occasions, uses or permits the use of the apartment or leased premises for the commission of a felony or class A misdemeanor under the laws of this state, we shall have the right to void the lease and recover the apartment. We will mitigate our damages to the extent required by Illinois law.

Lease Renewal When A Breach or Default Has Occurred.

In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, we may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

Notice and Eviction. If you default due to non-payment of rent, we may end your right of occupancy by giving you a five-day written notice to vacate. If you default by breaching the lease for reasons other than non-payment of rent, we may end your right of occupancy by giving you ten days' written notice to vacate.

Notice may be served by: (1) personal delivery at the apartment to you or any occupant over 13 years old; (2) by certified or registered mail, return receipt requested—the mailing of same shall constitute delivery; or (3) if no one is in actual possession, by posting the notice

on the door. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate or after filing an eviction lawsuit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right, unless otherwise provided by state law or local ordinance. Accepting money at any time doesn't waive our right to damages, or past or future rent or other sums.

Acceleration. All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; *and* (2) you've not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations to the extent required by Illinois law.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent of \$_____ per day is due in advance and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) if you fail to vacate the apartment, and we accept subsequent rent, you will become a month to month tenant.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 11 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including Lease Contract termination. Unless a party is seeking exemplary, punitive, or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs to the extent permitted by state law or local ordinance. All unpaid amounts bear 9% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

General Clauses

34. FULL AND BINDING AGREEMENT. *Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract, including addendums as referenced in paragraph 52 (Originals and Attachments), is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. This Lease Contract binds subsequent owners.*

35. ELECTION OF REMEDIES. All remedies are cumulative. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our failure to enforce or belatedly enforce written-notice requirements,

rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

36. NOTICE REQUIREMENTS. Except when notice or demand is required by state law or local ordinance, you waive any notice and demand for performance from us if you default. Written or electronic notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed. All notices and documents may be in English and, at our option, in any language that you read or speak.

37. CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii)

from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

38.EMPLOYEES AND AGENTS OF OWNER. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.

39.SUBORDINATION. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.

40.DISCRETIONARY RIGHTS. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

41.OBLIGATION TO VACATE. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at

the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

42.FORCE MAJEURE. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

43.PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

44.ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

45.MOVE-OUT NOTICE. Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 23 - Release of Resident) except under any other applicable laws. If you intend to vacate the premises on the Lease End Date (as provided at paragraph 3, "Lease Term") without further liability to us for rent, **you must provide us with written notice of your intent not to renew the Lease ["Move-out Notice"]** as provided in paragraph 3 (Lease Term). Should you fail to timely provide said Move-out Notice, you will be liable to us for rent for the number of days that your written Notice is less than the number of days set forth in paragraph 3 (Lease Term). For example, if you do not provide any written Notice to us and vacate the premises on or before the stated Lease End Date of the Lease, you will be liable to us for rent for the number of days of required Notice as provided at paragraph 3 (Lease Term) as an Insufficient Notice Charge in addition to any other rent that may be due. Any Insufficient Notice Charge shall not extend the Lease Term beyond the Lease End Date. If we provide notice of termination or non-renewal pursuant to local ordinance, and you give no Notice and remain in the premises after the Lease End Date, you will be deemed a month-to-month tenant on the same terms and conditions contained herein, except that the monthly rental rate shall be an amount equal to 150% of the current market rental rate as set forth in the Lease, and said rent may be further increased upon written notice from us to you, pursuant to state law and local ordinance. If you wish to later terminate the month-to-month tenancy, you must provide **30 days** written notice to us. **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3 (Lease Term). Oral move-out notice will not be accepted and will not terminate your tenancy.
- Your move-out notice must not terminate your tenancy sooner than the end of the Lease Contract term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. You must obtain from our representative written acknowledgment that we received your move-out notice. We will notify you of our intention not to renew your Lease pursuant to state law and local ordinance, so long as you are not in default under the terms of your Lease Contract.

46.MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full.

Early move-out may result in acceleration of future rent under paragraph 33 (Default by Resident). You're prohibited from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

47.CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

48.MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

49.SECURITY DEPOSIT INTEREST, DEDUCTIONS AND OTHER CHARGES. Interest on your security deposit will be paid to you if required by Illinois law or ordinance. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke detector or carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract, to the extent allowed by Illinois law or local ordinance.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date; and (2) accelerated rent if you have violated paragraph 33 (Default by Resident).

50. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) plus any applicable interest, and an itemized accounting of any deductions within the time frames and parameters set forth under state law or local ordinance. If you fail to provide us with your forwarding address in writing, as required above, we will send your security deposit refund (less lawful deductions) plus any applicable interest, and an itemized accounting of any deductions to your last known address.

Surrender. You have *surrendered* the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid—whichever date occurs first.

Abandonment. You have *abandoned* the apartment when the provisions of the local Chicago abandonment ordinance have been met.

Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment.

Severability, Originals and Attachments, and Signatures

51. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

52. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

NOTICE OF CONDITIONS AFFECTING HABITABILITY

We hereby acknowledge that Owner has disclosed any code violations, code enforcement litigation and/or compliance board proceedings during the previous 12 months for the apartment and common area and any notice of intent to terminate utility service, copies of which, if any, are attached to this Lease.

Date form is filled out *(same as on top of page 1).*

Name and address of locator service *(if applicable)*

Resident or Residents *(all sign below)*

Owner or Owner's Representative *(signing on behalf of owner)*

Address and phone number of owner's representative for notice purposes

You are legally bound by this document. Please read it carefully.

Before submitting a rental application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney.

Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2)

CITY OF CHICAGO BED BUG ADDENDUM



Date: _____
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your apartment or surrounding apartments. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. APARTMENT DESCRIPTION.

Unit No. _____, _____

_____ (street address) in

(city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the apartment or personal property in the apartment. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the apartment at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the apartment and building, and we can select the method of treating the apartment, building and common areas for bed bugs, in accordance with applicable laws and ordinances. We will also inspect and/or treat adjacent or neighboring apartments to the infestation even if those apartments are not the source or cause of the known infestation.

6. NOTIFICATION. You must notify us, in writing, within 5 days:

- of any known or suspected bed bug infestation or presence in the apartment, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the apartment.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. COOPERATION. You must cooperate and coordinate with us and our pest control agents to treat and eliminate any confirmed or suspected infestation of bed bugs.

You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. You must make any necessary preparations, such as cleaning, dusting or vacuuming, prior to treatment in accordance with the recommendations of the licensed pest control service that we have provided. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing, and possessions treated accordingly to accepted treatment methods established by a licensed pest control firm that we approve. You must remove or destroy personal property that cannot be treated or cleaned as determined by the licensed pest control professional we have provided. Any items you remove from the apartment must be disposed of off-site in an enclosed plastic bag and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your apartment, we have the right to require you to temporarily vacate the apartment and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. RESPONSIBILITIES. If you fail to comply with any of the requirements contained in this Addendum, you may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your apartment for bed bugs.

If we confirm the presence or infestation of bed bugs after you vacate your apartment, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring apartments to your apartment, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other apartments. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the apartment. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

9. TRANSFERS. If we allow you to transfer to another apartment in the community because of the presence of bed bugs, you must follow all directions from us or our agents to clean and treat your personal possessions, including clothing, furniture, or other personal property, and you must remove or destroy personal property that cannot be treated or cleaned, as determined by the licensed pest control professional we have provided.

10. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

You are legally bound by this document. Please read it carefully.

By signing below, you acknowledge that you have received a copy of the information brochure, published by the Chicago Department of Public Health, entitled Preventing Bed Bug Infestations in Apartments.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

NOT A VALID FORM

Preventing **BEDBUG** Infestations in Apartments



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

Why is this brochure being provided to me?

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

What are bed bugs?

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



*Adult bed bug-actual size.

What do bed bugs look like?

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

Where do bed bugs live?

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



How can bed bugs get into an apartment?

Bed bugs can get into an apartment by hitching a ride on mattresses or other bedding, furniture, clothing and baggage. Once in an apartment, they can crawl from one room to another, or get into an adjacent apartment by crawling through small cracks or holes in walls or ceilings or under doors. Because bed bugs do not have wings, they cannot fly into or around your apartment.

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



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

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

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

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

Do bed bugs transmit disease?

No, bed bugs are not known to transmit disease.

Are there other health concerns related to bed bugs?

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

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

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



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

Under this ordinance, tenants **MUST** call their landlord immediately then follow-up in writing. Tenants **SHOULD NOT** try to get rid of the bed bugs by applying chemicals, “bug bombs” or pesticides as these do not work and could make you, your family or neighbors sick. Once a tenant has notified the landlord, wait for additional instructions from the landlord and pest management professional. Prompt notification and treatment will help prevent the further spread of bed bugs.

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

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

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

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

What are my responsibilities as a tenant under this ordinance?

Tenants have two main responsibilities under this ordinance:

- 1) Notify your landlord within 5 days of suspecting a bed bug infestation;
- 2) Cooperate with the landlord by adhering to the following:



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What are my landlord’s responsibilities under this ordinance?

Landlords have three main responsibilities under this ordinance:

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

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

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

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

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

Do these requirements apply to condominiums or cooperative building?

Yes, but only to units that are being rented.

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

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



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- Don’t interfere with an inspection or with a treatment.
- Grant access to your apartment for an inspection or a treatment.
- Make the necessary preparations, as instructed by your landlord or a pest management professional, prior to an inspection or a treatment.
- Dispose of any items that a pest management professional has determined can not be treated or cleaned.
- Enclose in a plastic bag any personal property that will be moved through any common area of the building, or stored in any other location.

Are there any exemptions to these tenant responsibilities?

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

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

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

What are my rights as a tenant under this ordinance?

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

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

What should I do if my landlord is not responsive?

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



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

www.cityofchicago.org/health

Follow us on Twitter & Facebook



@ChiPublicHealth



/ChicagoPublicHealth



NOTICE OF CONDITIONS AFFECTING HABITABILITY
PURSUANT TO SECTION 5-12-100 OF THE MUNICIPAL CODE OF CHICAGO

For the Property located at: _____

The following **code violations** have been cited by the City of Chicago for the above-referenced property and/or common areas within 12 months prior to _____ (date of Lease):

- None
- Case Number or Compliance Board Proceeding Identification Number: _____
Violations Cited: _____

- Case Number or Compliance Board Proceeding Identification Number: _____
Violations Cited: _____

- Case Number or Compliance Board Proceeding Identification Number: _____
Violations Cited: _____

The following **utilities** are intended to be terminated for the above-referenced property and/or common areas as follows:

- None
- Type of Service & Provider: _____
Intended Date for Termination: _____
Will the termination affect the Property, common areas, or both? _____
- Type of Service & Provider: _____
Intended Date for Termination: _____
Will the termination affect the Property, common areas, or both? _____
- Type of Service & Provider: _____
Intended Date for Termination: _____
Will the termination affect the Property, common areas, or both? _____
- Type of Service & Provider: _____
Intended Date for Termination: _____
Will the termination affect the Property, common areas, or both? _____

Dated: _____

Landlord/Agent: _____

Tenant(s): _____

NOTICE OF FORECLOSURE ACTION
PURSUANT TO SECTION 5-12-095 OF THE MUNICIPAL CODE OF CHICAGO

For the Property located at: _____

The following **foreclosure action** has been filed in relation to the above-referenced property:

- None
- Case Number: _____ Court Where Action is Pending: _____
Case Name: _____
- Case Number: _____ Court Where Action is Pending: _____
Case Name: _____

This is not a notice to vacate the premise. This notice does not mean ownership of the building has changed. All tenants are still responsible for payment of rent and other obligations under the rental agreement. The owner or landlord is still responsible for their obligations under the rental agreement. You shall receive additional notice if there is a change in owner.

Dated: _____

Landlord/Agent:

Tenant(s):

NOT A VALID FORM

CITY OF CHICAGO RECYCLING ORDINANCE



Pursuant to Section 11-5-140 (a) of the Municipal Code of Chicago, we are providing information to you about the Community's recycling program:

1. Except as otherwise provided in duly promulgated rules and regulations issued under Section 11-5-340, the materials listed below, inclusive, and any additional materials that may be added to such list pursuant to duly promulgated rules issued under Section 11-5-340, shall be source-separated in accordance with the requirements set forth in subsection (a) of Section 11-5-080:
 - a. Aluminum cans, aluminum trays and foil, aluminum baking trays or pie tins;
 - b. Steel and tin cans;
 - c. Clear, brown, green, or blue glass bottles and jars;
 - d. Plastic bottles and containers made from #1 through #5 plastic resin, inclusive, or #7 plastic resin as indicated in the chasing arrow symbol on the item;
 - e. Beverage cartons and aseptic packaging;
 - f. Newspaper;
 - g. Cardboard;
 - h. Paper bags;
 - i. Magazines, catalogues and telephone books;
 - j. Office paper, computer paper, notebook and gift wrap paper;
 - k. Chip board and carrier stock packaging, such as food and beverage boxes;
 - l. Junk mail and envelopes;
 - m. Paperback books.

2. Except as otherwise provided in duly promulgated rules and regulations issued under Section 11-5-340, the materials listed below, inclusive, and any additional materials that may be added to such list pursuant to duly promulgated rules issued under Section 11-5-340, shall NOT be deposited in any recycling container required to be provided under Section 11-5-120 or Section 11-5-230:
 - a. Motor oil containers;
 - b. Insecticide containers;
 - c. Herbicide containers;
 - d. Hazardous chemical containers;
 - e. Plastic film;
 - f. Plastic bags;
 - g. Plastic sheets;
 - h. Plastic tarps;
 - i. Plastic wrap;
 - j. Expanded foam;
 - k. Reusable bottles, such as Nalgene or baby bottles;
 - l. Clear polystyrene or Styrofoam (#6 plastic);
 - m. Any container or paper fiber other than those listed in section (1) above;
 - n. Cardboard or paper contaminated with food waste, such as pizza boxes or paper plates;
 - o. Waxed cardboard or paper;
 - p. Carpet or cloth material;
 - q. Landscape waste;
 - r. Plastic products without a chasing arrow symbol;
 - s. Glass material other than bottles and jars; or
 - t. Any other waste as defined in Section 11-5-020.

3. Instructions to properly prepare materials for recycling:
 - a. Break down all cardboard boxes
 - b. Do not place recyclables in black plastic bags
 - c. Clean, empty, and dry all food containers.

4. Location of recycling containers at the Community:

5. Name of the private hauler that services the Community:

a. Collection Schedule:

6. Name and telephone number of contact person to answer questions about the Community's recycling program:

Name: _____

Telephone: _____

Chicago Rents Right

Good Tenants, Good Landlords, Great Neighborhoods!

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

SAMPLE FORM
NOT A VALID FORM



Lori E. Lightfoot
Mayor of Chicago

CITY OF CHICAGO RESIDENTIAL LANDLORD AND TENANT ORDINANCE SUMMARY



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

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

IMPORTANT NOTICE

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

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

- Rental units with written or oral leases (including all subsidized units such as CHA, IHDA, Section 8 Housing Choice Vouchers, etc.)

EXCEPT

- Units in owner occupied buildings with six or fewer units.
- Units in hotels, motels, rooming houses, unless rent is paid on a monthly basis and unit is occupied for more than 32 days.
- School dormitory rooms, shelters, employee's quarters, non-residential rental properties.
- Owner occupied co-ops and condominiums.

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

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

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

LANDLORD'S RIGHT OF ACCESS {MUN. CODE CH. 5-12-050}

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

SECURITY DEPOSITS AND PREPAID RENT {MUN. CODE CH. 5-12-080 AND 5-12-081}

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

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

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

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

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

TENANT REMEDIES {MUN. CODE CH. 5-12-110}

Minor Defects

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

Major Defects

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

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

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

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

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

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

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

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

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

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

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

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

WHAT HAPPENS IF A TENANT PAYS RENT DUE AFTER THE EXPIRATION OF THE TIME PERIOD SET FORTH IN A TERMINATION NOTICE? {MUN. CODE CH. 5-12-140 (g) CH. 5-12-130 (g)}

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

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

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

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

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

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

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

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

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

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

WHERE CAN I GET A COPY OF THE ORDINANCE?

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

Approved by the City of Chicago, June 2013; Summary Revised 2020

**ACKNOWLEDGMENT OF RECEIPT OF CHICAGO
RESIDENTIAL LANDLORD AND TENANT ORDINANCE SUMMARY**

This Acknowledgment is incorporated into the Apartment Lease Contract dated _____
between _____

_____ (“We” and/or “we” and/or “us”) and _____

_____ (“You” and/or “you”) of Unit No. _____ located at _____ (street address)
in _____ and is in addition
to all terms and conditions in the Apartment Lease Contract.

In accordance with Chicago Ordinance, we are delivering to you a copy of the Summary of the Chicago Residential Landlord and Tenant Ordinance as prepared by the City of Chicago. Resident(s) hereby acknowledges receipt of this summary.

Resident or Residents
(All residents must sign here)

Owner or Owner’s Representative
(signs here)

Date of Rental Agreement

NOT A VALID FORM





RESIDENTIAL LANDLORD AND TENANT ORDINANCE

Rate of Interest on Security Deposits

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

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

Under Chapter 5-12 of the Municipal Code of Chicago sections 5-12-081 and 5-12-082, the City Comptroller shall calculate and announce on the first business day of each year, the rate of interest to be paid on security deposits. As of Jan. 1, 2021, based on information from the City Comptroller's Office, the interest rate to be paid on security deposits is 0.01%.

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

SECURITY DEPOSIT INTEREST RATE Jan. 1-Dec. 31, 2021: 0.01%

2015 to 2020: 0.01%	2008: 1.26%	2001: 3.10%
2014: 0.013%	2007: 1.68%	2000: 2.71%
2013: 0.023%	2006: 1.71%	1999: 2.63%
2012: 0.057%	2005: 1.01%	1997: 3.38%
2011: 0.073%	2004: 0.42%	Pre-July 1997: 5%
2010: 0.073%	2003: 0.52%	
2009: 0.12%	2002: 0.83%	

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

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

Bajo el Capitulo 5-1 2 del Codigo Municipal de Chicago, secciones 5-12-081 y 5-12-082, el controlador de la Ciudad debera calcular y anunciar con el primer día de negocios de cada año, la tarifa de interés con la que los depósitos de seguridad serán pagados. Empezando Enero 1, del 2021 basado en la información de la Oficina del Controlador (City Comptroller's Office), la tarifa de interés en depósitos de seguridad es de 0.01 por ciento. Esta tarifa esta basada en un promedio del interés de las cuentas de ahorros regulares de los siguientes tipos de cuentas de Chase Bank, el cual es el banco comercial que tiene mas sucursales localizadas en la Ciudad de Chicago: Libras de Ahorros 0.01 por ciento; Dinero Asegurado por la Bolsa 0.01 por ciento; y Certificado de Deposito por seis meses (basado en depósitos de \$1,000) 0.01 por ciento.

TARIFA DE INTERES DEPOSITO DE SEGURIDAD
Enero 1-Diciembre 31, 2021: 0.01%

2015 - 2020: 0.01%	2008: 1.26%	2001: 3.10%
2014: 0.013%	2007: 1.68%	2000: 2.71%
2013: 0.023%	2006: 1.71%	1999: 2.63%
2012: 0.057%	2005: 1.01%	1997: 3.38 %
2011: 0.073%	2004: 0.42%	Antes de Julio 1997:
2010: 0.073%	2003: 0.52%	5%
2009: 0.12%	2002: 0.83%	

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

**ACKNOWLEDGMENT OF RECEIPT OF CHICAGO
RESIDENTIAL LANDLORD AND TENANT ORDINANCE
RATE OF INTEREST ON SECURITY DEPOSITS**

This Acknowledgment is incorporated into the Apartment Lease Contract dated _____
between _____

(“We” and/or “we” and/or “us”) and _____

(“You” and/or “you”) of Unit No. _____ located at _____ (street address)
in _____ and is in addition
to all terms and conditions in the Apartment Lease Contract.

In accordance with the Chicago Residential Landlord and Tenant Ordinance, we are delivering to you a copy of the Residential Landlord and Tenant Ordinance Rate of Interest on Security Deposits disclosure as prepared by the City of Chicago. Resident(s) hereby acknowledges receipt of this summary.

Resident or Residents
(All residents must sign here)

Owner or Owner’s Representative
(signs here)

Date of Lease Contract

NOT A VALID FORM



Chicago
SECURITY DEPOSIT RECEIPT

Date _____

Received from (Lessee) _____

\$ _____ By Owner/Agent Name _____

As Security Deposit for Apartment # _____

Located at _____

City _____ State _____ ZIP _____

LESSEE SIGNATURE _____

Date _____

LESSEE SIGNATURE _____

Date _____

LESSEE SIGNATURE _____

Date _____

LESSEE SIGNATURE _____

Date _____

LESSEE SIGNATURE _____

Date _____

LESSEE SIGNATURE _____

Date _____

AGENT SIGNATURE _____

Date _____

NOT A VALID FORM
SAMPLE

CHICAGO STUDENT HOUSING LEASE CONTRACT



Date of Lease Contract: _____
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. PARTIES. This Lease Contract is between you, the resident:

and us, the owner: _____

(legal entity of the apartment community).

The terms "you" and "your" refer to the resident listed above, and a person authorized to act on behalf of a resident in the event of that resident's death or incapacity. The term "co-resident" refers to an individual who is sharing your bedroom or occupying another bedroom in the same apartment as a resident under a separate Lease Contract with us.

IDENTIFICATION OF OWNER AND AGENTS

Owner or Authorized Management Agent:

NAME
ADDRESS
CITY TELEPHONE NUMBER

Person Authorized to Act on Behalf of Owner for Purpose of Service of Process and Receiving for Notices:

NAME
ADDRESS
CITY TELEPHONE NUMBER

2. APARTMENT. You've agreed to rent a bedroom in the Apartment referenced below for use as a private residence only. The Apartment is located at _____

(street address), in Chicago, IL, _____ (zip code), [] Apartment Number _____, or, [] an Apartment (at the address referenced above) to be assigned by us in the future (the "Apartment" or the "premises"). Your assigned floorplan will be _____

Your bedroom and other exclusive use areas are described in paragraph 12 (Allocations and Exclusive Use Areas).

Exclusive Use Areas and Joint Use Areas. We [] may or [] may not (check one) assign another person to share a bedroom with you. Each Resident will have Exclusive Use Areas in the Apartment, described in the Allocations and Exclusive Use Areas paragraph. Any patios or balconies accessed only through an Exclusive Use Area are considered part of the Exclusive Use Area. All areas that are not identified as Exclusive Use areas (e.g. the Apartment mailbox, living room, hallways, kitchen, bathroom(s) not identified as Exclusive Use Areas, and patios or balconies not accessed solely through an Exclusive Use Area) will be "Joint Use Areas", shared with the other co-residents.

Assignments. If an Apartment, bedroom, bathroom, or parking space is not identified in this Lease, we will advise you of your assignment at or before move-in.

Relocation. To the extent practical in our sole judgment, we will try to honor requests for residing in a particular bedroom or apartment.

Resident's Request to Relocate. You may change bedrooms with another resident in your Apartment if: (1) within _____ days after your initial occupancy, we receive a joint request from you and another resident in your Apartment to exchange bedrooms (and all residents in both bedrooms approve the request); and (2) you comply with our procedures and required documentation. If later you request a transfer to another bedroom in your Apartment, and we approve your request, you must complete the required documentation and pay a transfer fee of \$ _____ before we complete the actual transfer.

Owner's Discretion to Relocate. We reserve the right at any time, upon five days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the Apartment or to another Apartment within the Apartment community. We will assist you in moving your personal property and pay for rekeying if we require you to relocate.

3. CO-RESIDENTS AND OCCUPANTS. The bedroom will be occupied by you and (list all other co-residents not signing this Lease Contract):

The bedroom may also be occupied by the following occupants not signing a Lease Contract:

Other than a co-resident we assign, or an authorized occupant, no one else may occupy the bedroom. Other than authorized co-residents or occupants, no one else may occupy the Apartment. Non-residents and unapproved persons must not stay for more than _____ consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

Guests. You are responsible for the conduct of your guests, invitees, family members, and any other person that you allow to enter the property or Apartment, as if such conduct were your own. In the event that any such person acts in a manner which violates the Lease, such conduct shall also constitute a violation of the Lease by you. In the event of a disturbance in the Apartment, all occupants of the Apartment may be deemed by us to be responsible for such a Lease violation regardless of whether we are able to establish that such disturbance was caused by the guest of any specific occupant(s). You are responsible for ensuring that any such violation does not occur at any time. In the event we receive any complaints of unreasonable disturbances in the Apartment, you agree that we may limit the number of guests that may enter the Apartment at any one time.

Disclaimer. You have elected to enter into an Agreement to lease a portion of the Apartment only, and understand that other individuals, selected by us in our sole discretion, will be co-residing in the Apartment and Bedroom with you. You understand that we are solely providing you with the right to occupy the Apartment and do not make any representations as to the identity, background, or suitability of any co-resident. You will not be responsible for the financial obligations of any co-resident. In the event that any issues

or disputes arise between you and any co-resident(s), it will be your responsibility to resolve such issues directly with the other co-resident(s) in a reasonable and Lease compliant manner. In no event will we be responsible for intervening in such disputes unless, in our sole discretion, we determine that the behavior of such co-resident constitutes a material violation of the Lease, and, in such event, you understand that our sole obligation will be to commence legal proceedings to evict such a person. You understand that during the pendency of such an action to recover possession, it may not be possible to bar the co-resident from the Apartment. While we will endeavor to transfer residents as provided herein, we are under no obligation to do so, and the failure to relocate you will not release you from your obligations as provided in the Lease.

Rooming House. In no event shall the Apartment be deemed a rooming or lodging house and, in the event any state or local agency makes any determination to the contrary, we reserve the right to terminate the Lease upon seven (7) days' notice.

4. LEASE TERM. The initial term of the Lease Contract begins on the _____ day of _____, _____ (year), and ends at noon the _____ day of _____, _____ (year).

This Lease Contract does not automatically renew. You must give at least _____ days (not less than 30 days and not more than 90 days) written notice of termination or intent to move-out if it is prior to the Lease Contract ending date.

Renewal. Prior to the expiration of this Lease Contract, you may be given an opportunity to sign a new Lease Contract or renewal Lease Contract and remain in your current bedroom. If you do not sign a new Lease Contract or renewal, your bedroom may be leased to another resident. If your bedroom is leased to another resident, you will not be able to sign a new Lease Contract or renewal for the same bedroom.

5. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ _____, due on or before the date this Lease Contract is signed. You may be required to pay a security deposit for all of your obligations under this Lease Contract. In the event you are required to pay a security deposit, it shall serve as partial security for all Resident's obligation under this Lease Contract. The security deposit will not be our limit of damages if you violate the lease contract.

Security Deposit Deductions. If all Residents perform every obligation under the Lease, each Resident will receive a full refund of the Security Deposit paid by him or her. However, if each and every obligation under the Lease is not performed, deductions will be made from the Security Deposit. If we attribute a default under the Lease to a specific Resident (e.g. one Resident doesn't pay his/her proportionate share of the rent, or one Resident incurs a late charge, or we determine (in our sole discretion) that damage was caused by a single Resident), then the Resident responsible for that default will be financially responsible for that default, and we may make deductions from that Resident's proportionate share of the Security Deposit. If we do not attribute a default under the Lease to a specific Resident (e.g. damage to Joint Use Areas, or Apartment cleaning charges after the Residents vacate), we may deduct these charges from all Residents' Security Deposits, in the same proportion as each Resident's proportionate share for other shared obligations, described in paragraph 12 (Allocations and Exclusive Use Areas). We will attempt (in our sole discretion) to fairly allocate responsibility among Residents. However, in any dispute between you and us regarding allocation, our decision will be binding to determine allocation of responsibility as between you and us. Our decision will not be binding between Residents, and if a Resident disagrees with our allocation, Residents may pursue claims between the Residents.

Security Deposit Interest, Deductions and Other Charges. Interest on your security deposit will be paid to you if required by Illinois law or ordinance. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke detector or carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph

33 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke or carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 8 (Keys) if you fail to return them on or before your actual move-out date; and (2) accelerated rent if you have violated paragraph 38 (Default by Resident).

Your security deposit will be kept in a segregated account at (name and address of financial institution):

6. INDIVIDUAL LIABILITY FOR LATE CHARGES AND DAMAGES. You are individually responsible and liable for late fees on your share of Rent, other obligations, and damage to the Apartment which we determine (in our sole discretion) was caused by you. You are not responsible or liable for any of your co-resident's obligations as to their bedrooms and their rent payable to us.

7. JOINT AND SEVERAL (FULL) RESPONSIBILITY FOR OTHER AMOUNTS DUE. Each resident of an Apartment is jointly and severally liable with the other co-residents of the Apartment for all Lease Obligations relating to Joint Use Areas and utilities (if applicable). Responsibility for damage to the Apartment that we do not determine (in our sole discretion) was caused by a specific Resident, and other amounts due under the Lease, will be joint and several (meaning that the Residents will each be fully responsible for 100% of these amounts).

8. KEYS. You will be provided _____ bedroom key(s), _____ apartment key(s), _____ mailbox key(s), _____ FOB(s), and/or _____ other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same. Any resident, occupant, or spouse who is under court order to not enter the Apartment, is (at our option) no longer entitled to occupancy, keys, or other access devices for so long as the court order or subsequent Orders remain in effect.

9. FURNISHINGS. Your Apartment will be [check one]: furnished or unfurnished. If the Apartment is furnished, the Apartment will also include all appliances, furniture and fixtures that we provide to you in your Exclusive Use and Joint Use areas ("Personal Property"). If checked, the appliances and furniture are described in the Inventory/Move-In Move-Out form.

10. RENT AND CHARGES. [Check one]:
 You will pay \$ _____ per month for rent, in advance and without demand. Prorated rent of \$ _____ is due for the remainder of [check one]: 1st month or 2nd month, on _____, _____ (year); OR
 Your total rent for the Lease Contract term is \$ _____. It is payable in advance, without demand, in _____ (number of installments) installments of \$ _____. The first installment is due on _____, _____ (year). All remaining installments will be due on or before the first day of each month beginning _____, _____ (year).

You will pay your rent at:
 at the on-site manager's office, or
 at our online payment site, or
 at _____

Concession Granted:

NO CONCESSIONS GRANTED.

The stated rent amount is owed by you and is not the total rent owed by all co-residents. You must pay your monthly rent or installments on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute or ordinance. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. The monthly rent shall be increased \$10.00 per month for the first \$500.00 in monthly rent plus five (5%) percent per month for any amount in excess of \$500.00 in monthly rent if paid after the fifth of the month. Rent shall be considered received, if mailed on the date of receipt. You will also pay a charge of \$ _____ for each returned check or rejected electronic payment as additional rent. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

- 11. UTILITIES.** We'll pay for the following items, if checked:
- water gas electricity master antenna
 - wastewater trash cable TV
 - other _____

If the Lease specifies that some utilities are billed directly to you by the utility provider, Apartment residents may decide among themselves whether to put the utilities in the names of one Resident or all Residents.

For utilities that are billed to us by the utility provider, and which we provide and bill to you (*check one*): each Resident is responsible only for that Resident's proportionate share all Residents are jointly and severally (fully) responsible for the full cost of these utilities. You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected for any reason—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-powered lighting. If any utilities are submetered for the apartment or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. If utilities are prorated by an allocation formula, we will follow the procedures of the applicable law.

12. ALLOCATIONS AND EXCLUSIVE USE AREAS.

Resident Name	Exclusive Use Areas	Proportionate Share of Monthly Rent	Proportionate Share for Other Obligations	Proportionate Share of Security Deposit
	<p>Bedroom</p> <p><input type="checkbox"/> Bedroom # _____</p> <p><input type="checkbox"/> A bedroom to be assigned by us in the future</p> <p>Bathroom</p> <p><input type="checkbox"/> Bathroom # _____</p> <p><input type="checkbox"/> A bathroom to be assigned by us in the future</p> <p>Parking Space</p> <p><input type="checkbox"/> Parking space(s) # _____</p> <p># _____</p> <p># _____</p> <p><input type="checkbox"/> A parking space to be assigned by us in the future</p> <p>Other</p> <p><input type="checkbox"/> _____</p> <p>_____</p> <p>_____</p> <p>(add a description of any other Exclusive Use Area)</p>	\$ _____	_____ %	\$ _____

13. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We require do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

Additionally, you are [*check one*] required to purchase personal liability insurance not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, may be an incurable breach of this Lease Contract and may result in the termination of your tenancy and eviction and/or any other remedies as provided by this Lease Contract, or local ordinance, or state law.

14. NO ALTERATIONS. You shall not make any alterations to the premises nor install any appliances, locks or other equipment of any kind without our prior written consent.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair, install, change or rekey the same device during the 30 days preceding your request and we have complied with your request.

15. AREAS NOT INCLUDED IN THE TERM "APARTMENT." "Apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, storerooms for your exclusive use.

Special Provisions and “What If” Clauses

16. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See any additional special provisions.

17. DAMAGES AND REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants. **Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.** We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

18. PROPERTY LEFT IN APARTMENT. We may remove any abandoned property left in the unit as provided by state law or local ordinance.

19. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be immediately due. We also may end your right of occupancy and recover damages, future rent, attorney's fees, court costs, and other lawful charges as provided by law, court rules, statute or ordinance. Our rights and remedies under paragraph 38 (Default by Resident) apply to acceleration under this paragraph.

20. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in the Lease Contract, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under the provisions herein.

21. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis

during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

(1) If we give written notice to any of you during or after the initial term as set forth in paragraph 4 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the initial term as set forth in paragraph 4 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in paragraph 4 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

22. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT.

Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, or ancillary areas reserved for your exclusive use, such as a storage or parking space, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

23. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

24. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all apartments in the community and do not change dollar amounts on page 1 of this Lease Contract.

25. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles and you must comply with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of

patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. If you allow an excluded person onto the property it is grounds for termination of your tenancy.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

26. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging

a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others. You are responsible for the conduct of your occupants and guests. You nor any people living with you or visiting you shall have been convicted of a crime relating to illegal sexual conduct nor shall be a registered sex offender in any state.

27. PARKING. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed under an appropriate law. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or apartment(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

28. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under the provisions herein, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, death or property purchase.

29. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

30. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, window latches, and access control devices.

Smoke and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors only if required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and carbon monoxide detectors on a regular basis, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us in writing. Neither you nor others may disable the smoke detectors nor the carbon monoxide detectors. If you damage or disable the smoke detector or the carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us for actual damages and attorney's fees. If you disable or damage the smoke detector or the carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you may be liable to us and others for any loss, damage, or fines from fire, smoke, or water and you may be in violation of Illinois law and local ordinance.

Carbon Monoxide Instructions and Disclosure. We'll furnish one approved carbon monoxide detector in your apartment as required by Illinois law and local ordinance, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, test the detector, and provide general maintenance. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report carbon monoxide detector malfunctions

to us in writing. Neither you nor others may disable carbon monoxide detectors. If you damage or disable the carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us for actual damages and attorney's fees. If you disable or damage the carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you may be liable to us and others for any loss, damage, or fines and you may be in violation of Illinois law and local ordinance.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services to the extent allowed by applicable law and local ordinance.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control devices or security measures can eliminate all crime and that you will not rely upon any provided access control devices or security measures as a warranty or guarantee of any kind. We disclaim any express or implied warranties of security. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must notify us and furnish us with the law-enforcement agency's incident report number upon request.

31. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. You will be given an Inventory and Condition form on or before move-in. You must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not make any alterations to the premises, nor perform any repairs, painting, wallpapering, carpeting, or electrical changes, nor install any appliances, locks or other equipment of any kind, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. We will permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, carbon monoxide detectors, radon detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

32. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU NEED TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress as described in Paragraph 30-Resident Safety and Property Loss). Our written notes on your oral request do not constitute a written request from you. A request for maintenance or repair by anyone residing in your bedroom or apartment constitutes a request from all co-residents.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part unless authorized under Illinois law.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

33. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of

this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing, if we deem it necessary, and we may withhold these amounts from your security deposit as describe in paragraph 5 (Security Deposit).

34. WHEN WE MAY ENTER. You will not unreasonably withhold consent for us to enter your apartment at reasonable times for reasonable purposes as provided by statute or ordinance. To the extent required by law, we will give you 48 hours notice before entering your apartment in the event of a non-emergency.

35. NOTICES. Notices and requests from you or any co-resident or occupant of the apartment constitute notice from all co-residents. Your notice of termination or intent to move out must be signed by you.

A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. A notice from us that is intended only for you will be addressed only to you. A notice intended by us for all co-residents in your apartment may be addressed to "all residents" of your apartment. A notice intended by us for all residents in the apartment community may be addressed to "all residents."

Replacements

36. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed *only when we expressly consent in writing, which we will not*

unreasonably withhold. We will accept a reasonable sublease as provided by statute or ordinance. To the extent allowed by law, we may charge a subletting fee.

Responsibilities of Owner and Resident

37. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 31 (Condition of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

38. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you move out before your lease expires without paying rent through the end of the lease term or renewal period; (3) you fail to give written move-out notice as required by paragraph 50 (Move-Out Notice) or any other applicable laws; (4) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (5) you abandon the apartment; (6) you give incorrect or false answers in a rental application; (7) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia, or illegal sexual activity; (8) any illegal drugs, illegal weapons, or drug paraphernalia are found in your apartment; or (9) you or any guest or occupant engages in any of the prohibited conduct described in paragraph 26 (Prohibited Conduct). If you or any other residents or occupants, on one or more occasions, uses or permits the use of the apartment or leased premises for the commission of a felony or class

A misdemeanor under the laws of this state, we shall have the right to void the lease and recover the apartment. We will mitigate our damages to the extent required by Illinois law.

Lease Renewal When A Breach or Default Has Occurred.

In the event that you enter into a subsequent Lease or a Lease Renewal with us prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

Notice and Eviction. If you default due to non-payment of rent, we may end your right of occupancy by giving you a five-day or ten-day written notice to vacate. If you default by breaching the lease for reasons other than non-payment of rent, we may end your right of occupancy by giving you ten days' written notice to vacate.

Notice may be served by: (1) personal delivery at the apartment to you or any occupant over 13 years old; (2) by certified or registered mail, return receipt requested—the mailing of same shall constitute delivery; or (3) if no one is in actual possession, by posting the notice on the door. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate or after filing an eviction lawsuit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right, unless otherwise provided by state law or local ordinance. Accepting money at any time doesn't waive our right to damages, or past or future rent or other sums.

Acceleration. All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; and (2) you've not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations to the extent required by Illinois law.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent of \$ _____ per day is due in advance and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) if you fail to vacate the apartment, and we accept subsequent rent, you will become a month to month tenant.

Landlord Remedies. If you fail to pay amounts due under this Lease Contract, or otherwise breach this Lease Contract, we (at our option), may choose to terminate your tenancy. If only one Resident has breached the Lease Contract, and if we elect to terminate the tenancy of only the breaching Resident, the remaining residents

agree to cooperate with us in terminating the tenancy of the breaching Resident. If we are able to locate a replacement Resident, the remaining Residents agree to cooperate with us in placing a replacement Resident in the Apartment, and will execute a Lease amendment to add the replacement Resident as a party to the Lease Contract.

Disclaimer: If there is a breach of this Lease Contract and the law does not allow us to evict only the breaching resident, then all co-residents may be evicted even if only one resident breaches this Lease Contract.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 16 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including tenancy termination. Unless a party is seeking exemplary, punitive, or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs to the extent permitted by state law or local ordinance. All unpaid amounts bear 9% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

General Clauses

39. FULL AND BINDING AGREEMENT. *Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract, including addendums as referenced in paragraph 56 (Originals and Attachments), is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. This Lease Contract binds subsequent owners.*

40. ELECTION OF REMEDIES. All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our failure to enforce or belatedly enforce written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

41. NOTICE REQUIREMENTS. Except when notice or demand is required by state law or local ordinance, you waive any notice and demand for performance from us if you default. Written or electronic notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed. All notices and documents may be in English and, at our option, in any language that you read or speak.

42. CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

43. EMPLOYEES AND AGENTS OF OWNER. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates

this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.

44. SUBORDINATION. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.

45. DISCRETIONARY RIGHTS. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

46. OBLIGATION TO VACATE. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 4 (Lease Term), and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

47. FORCE MAJEURE. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

48. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 18 (Property Left In Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

49. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

50. MOVE-OUT NOTICE. Unless you are moving out on or within 30 days of the Lease Contract term ending date, you must give our representative advance written move-out notice before moving out, as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early except under the provisions herein. YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

- We must receive advance written notice of your move-out date if it is prior to the Lease Contract term ending date.
- Your move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your tenancy.
- Your move-out notice must not terminate your tenancy sooner than the end of the Lease Contract term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. We recommend you use our written move-out form to ensure you provide the information needed. You must obtain from us written acknowledgment that we received your move-out notice.

51. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in acceleration of future rent under paragraph 38 (Default by Resident). You're prohibited from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

52. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

53. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

54. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) plus any applicable interest, and an itemized accounting of any deductions within the time frames and parameters set forth under state law or local ordinance. If you fail to provide us with your forwarding address in writing, as required above, we will send your security deposit refund (less lawful deductions) plus any applicable interest, and an itemized accounting of any deductions to your last known address.

Surrender. You have *surrendered* the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 8 (Keys) have been turned in where rent is paid—whichever date occurs first.

Abandonment. You have *abandoned* the apartment when the provisions of the local Chicago abandonment ordinance have been met.

Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment.

Severability, Originals and Attachments, and Signatures

55. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

56. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

NOTICE OF CONDITIONS AFFECTING HABITABILITY

We hereby acknowledge that Owner has disclosed any code violations, code enforcement litigation and/or compliance board proceedings during the previous 12 months for the apartment and common area and any notice of intent to terminate utility service, copies of which, if any, are attached to this Lease.

Date form is filled out (same as on top of page 1)

Name and address of locator service (if applicable)

Resident (sign below)

Owner or Owner's Representative (signing on behalf of owner)

Address and phone number of owner's representative for notice purposes

You are legally bound by this document. Please read it carefully.

Before submitting a rental application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney.

Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.

CHICAGO, ILLINOIS
DISCLOSURE OF DWELLING UNIT STATUS
AS SHARED HOUSING UNIT



1. DWELLING UNIT DESCRIPTION.

Unit No. _____,
(street address) in _____ (city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: _____
Owner's name: _____

Residents (list all residents):

In accordance with Municipal Code of Chicago Section 4-14-040(d), We are required to tell You about Your dwelling unit's status as a Shared Housing Unit. Your dwelling unit:

- Is registered with the City of Chicago as a Shared Housing Unit.
- Is ineligible under Section 4-13-260(a) to be rented as a Shared Housing Unit.

If the dwelling unit is a Shared Housing Unit, the shared housing registration number is: _____

Resident(s)
(All residents must sign)

Date of Signing Notice

Owner or Owner's Representative

Date of Signing Notice

NOT A VALID FORM



**CITY OF EVANSTON
RESIDENTIAL LANDLORD AND TENANTS ORDINANCE**

CHAPTER 3 - LANDLORD AND TENANT REGULATIONS

SECTION:

5-3-1. - TITLE, PURPOSE AND SCOPE.

- (A) *Short Title.* This chapter shall be known and may be cited as the *RESIDENTIAL LANDLORD AND TENANT ORDINANCE*.
- (B) *Purpose And Declaration Of Policy.* It is the purpose of this chapter and the policy of the city, in order to protect and promote the public health, safety and welfare of the citizens, to establish rights and obligations of the landlord and the tenant in the rental of dwelling units and to encourage the landlord and the tenant to maintain and improve the quality of housing.
- (C) *Construction Of Chapter.* This chapter shall be liberally construed and applied to promote its purposes and policies.
- (D) *Scope:*
1. *Territorial Application.* This chapter applies to, regulates and determines rights, obligations and remedies under a rental agreement, wherever made, for a dwelling unit located within the city.
 2. *Exclusions.* Unless created to avoid the application of this chapter, the following arrangements are not governed by this chapter:
 - a. Residence at a public or private medical, geriatric, educational or religious institution;
 - b. Occupancy under a contract of sale of a dwelling unit if the occupant is the purchaser;
 - c. Occupancy in a structure operated for the benefit of a social or fraternal organization; or
 - d. Transient occupancy in a hotel or motel.

(Ord. No. 19-0-75)

- e. Occupancy in a cooperative apartment by a shareholder of the cooperative.

(Ord. No. 114-0-89)

(Ord. No. 19-0-75; Ord. 114-0-89; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-1)), 1-23-2012)

5-3-2. - GENERAL DEFINITIONS; PRINCIPLES OF INTERPRETATION.

- (A) *Defined.* Subject to additional definitions contained in subsequent sections of this chapter:

<i>ACTION.</i>	Includes recoupment, counterclaim, setoff, suit in equity, and any other proceeding in which rights are determined, including an action for possession.
<i>CODE.</i>	Includes any ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or appearance of any premises or dwelling unit.

<i>COMMON AREA.</i>	Includes a part or area of the premises not within any dwelling unit.
<i>DWELLING UNIT.</i>	A structure or the part of a structure that is used as a home, residence or sleeping place by one or more persons who maintain a household.
<i>FAIR RENTAL VALUE.</i>	The prevailing value of comparable rental units in the city.
<i>LANDLORD.</i>	The owner, lessor or sublessor of the dwelling unit or the building of which it is a part. An owner is one or more persons, jointly or severally, in whom is vested all or part of the legal title to property, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgagee in possession.
<i>MATERIAL NONCOMPLIANCE.</i>	A failure to comply with laws or regulations, including the City of Evanston residential landlord-tenant ordinance, and the international property maintenance code adopted under section 1 of this title, or the requirements or determinations of a reviewing inspector from the Community and Economic Development Department and/or health department and/or fire department when that failure increases risk to landlord or tenant(s), or adversely affects the rights and welfare of the landlord or tenant(s). A failure to comply may result in termination of the lease. This may include only a single instance of noncompliance if it is substantial or repeated minor violations.
<i>PERSON.</i>	An individual or a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association or any other legal or commercial entity.
<i>PREMISES.</i>	A dwelling unit and the structure of which it is a part, and facilities and appurtenances therein, and grounds, areas and facilities held out for the use of tenants.
<i>RENT.</i>	All payments to be made to the landlord under the rental agreement.
<i>RENTAL AGREEMENT.</i>	A written agreement and valid rules and regulations adopted under section 4-2 of this chapter embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.
<i>TENANT.</i>	A person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.

(Ord. No. 19-0-75; Ord. 97-0-06; Ord. 44-0-07, 1-15-2008)

(B) *Unconscionability.* If the court finds the rental agreement, or a settlement in which a party waives or agrees to forego a claim or right under this chapter or under a rental agreement, to have been unconscionable when made, the court may grant the following relief:

1. Nonenforcement; or
2. Nonenforcement of the unconscionable provision only; or
3. Limit the application of any provision to avoid an unconscionable result.

(C) *Notice.* A person has notice of a fact if:

1. He has actual knowledge of it;
2. He has received notice of it; or
3. From all the facts and circumstances known to him/her at the time in question, he/she has reason to know that it exists. A person gives notice to another by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know of it.

(Ord. No. 19-0-75)

(Ord. No. 19-0-75; Ord. 97-0-06; Ord. 44-0-07, 1-15-2008; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-2)), 1-23-2012)

5-3-3. - RENTAL AGREEMENTS.

5-3-3-1. - TERMS AND CONDITIONS OF RENTAL AGREEMENT.

(A) A rental agreement complying with the requirements of this chapter shall be executed for the rental of all dwelling units within the jurisdiction regardless of the duration of the tenancy herein. The landlord and tenant may include in a rental agreement terms and conditions not prohibited by this chapter and other rules of law including rent, term of the agreement and other provisions governing the rights and obligations of the parties.

(B) All rental agreements for leases of dwelling units subject to this chapter shall contain the full names and birth dates of all occupants of the dwelling unit leased or to be leased under the rental agreement. The individual occupancy of the dwelling unit may not be changed without an amendment to the existing rental agreement reflecting the change in occupancy and shall in no case exceed the maximum occupancy permitted elsewhere in this code for that size unit.

(C) Rent is to be payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit at the beginning of any term of one month or less and otherwise in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent shall be uniformly apportionable from day to day.

(D) Unless the rental agreement fixes a definite term, the tenancy shall be week to week in the case of a tenant who pays weekly rent, and in all other cases month to month.

(Ord. No. 97-0-06; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-3-1)), 1-23-2012)

5-3-3-2. - EFFECT OF UNSIGNED OR UNDELIVERED RENTAL AGREEMENT.

- (A) If the landlord does not sign and deliver a written rental agreement, signed and delivered to him/her by the tenant, acceptance of rent without reservation by the landlord gives the rental agreement the same effect as if it had been signed and delivered by the landlord, for the term set forth in the rental agreement.
- (B) If the tenant does not sign and deliver a written rental agreement, signed and delivered to him/her by the landlord, acceptance of possession and payment of rent without reservation gives the rental agreement the same effect as if it had been signed and delivered by the tenant.
- (C) If a rental agreement given effect by the operation of this section provides for a term longer than one year, it is effective for only one year.

(Ord. No. 19-0-75; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-3-2)), 1-23-2012)

5-3-3-3. - PROHIBITED PROVISIONS IN RENTAL AGREEMENTS.

- (A) Except as otherwise provided by this chapter, no rental agreement may provide that the tenant or the landlord:
 - 1. Agrees to waive or to forego rights or remedies under this chapter.
 - 2. Authorizes any person to confess judgment on a claim arising out of the rental agreement.
 - 3. Agrees to the limitation of any liability of the landlord or tenant arising under law or to indemnify the landlord or tenant for that liability or the costs connected therewith.
- (B) A provision prohibited by subsection (A) of this section included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing any provision known by him/her to be prohibited, the tenant may recover actual damages sustained by him/her and not more than two (2) months' rent and reasonable attorney fees.

(Ord. No. 19-0-75; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-3-3)), 1-23-2012)

5-3-4. - TENANT OBLIGATIONS.

5-3-4-1. - MAINTAIN DWELLING UNIT.

The tenant shall:

- (A) Comply with all obligations imposed upon tenants by provisions of the codes applicable to the dwelling unit;
- (B) Keep that part of the premises that he/she occupies and uses as safe as the condition of the premises permits;
- (C) Dispose from his/her dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;
- (D) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
- (E) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in the premises;
- (F) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;
- (G) Conduct himself/herself and require other persons on the premises with his/her consent to conduct themselves in a manner that will not disturb his/her neighbor's peaceful enjoyment of the premises; and

- (H) Not engage in or permit the unlawful selling, possession, serving, storage, deliverance, manufacture, cultivation, giving away or use of any controlled substance; prostitution; or gambling on the leased premises.

(Ord. No. 20-0-99; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-4-1)), 1-23-2012)

5-3-4-2. - RULES AND REGULATIONS.

- (A) The landlord, from time to time, may adopt general rules or regulations concerning the tenant's use and occupancy of the premises. They are enforceable only if in writing and:

(Ord. No. 44-0-07, 1-15-2008)

1. Their purpose is to promote the convenience, safety and welfare of the tenants in the premises, preserve the landlord's property from abusive use or make a fair distribution of services and facilities among tenants;
 2. They are reasonably related to the purpose for which they are adopted;
 3. They apply to all tenants in the premises in a fair manner;
 4. They are sufficiently explicit to fairly inform the tenant of what he/she must or must not do to comply;
 5. They are not for the purpose of evading the obligations of the landlord; and
 6. The tenant has notice of them at the time he/she enters into the rental agreement.
- (B) A rule or regulation adopted after the tenant enters into the rental agreement that substantially modifies his/her bargain is not enforceable unless the tenant consents to it in writing.

(Ord. No. 19-0-75)

(Ord. No. 19-0-75; Ord. 44-0-07, 1-15-2008; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-4-2)), 1-23-2012)

5-3-4-3. - ACCESS.

- (A) The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or show the dwelling unit to prospective or actual purchasers, mortgagees, tenants or workmen.
- (B) The landlord may enter the dwelling unit without consent of the tenant in case of emergency.
- (C) The landlord shall not abuse the right of access or use it to harass the tenant. Except in cases of emergency, or unless it is impracticable to do so, the landlord shall give the tenant at least two (2) days' notice of his/her intent to enter and may enter only at reasonable times.

(Ord. No. 19-0-75; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-4-3)), 1-23-2012)

5-3-4-4. - TENANT'S USE AND OCCUPANCY OF DWELLING UNIT.

Unless otherwise agreed, the tenant shall occupy his/her dwelling unit only as a dwelling unit.

(Ord. No. 19-0-75; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-4-4)), 1-23-2012)

5-3-4-5. - PROHIBITION AGAINST CRIMINAL ACTIVITY ON PREMISES.

- (A) Tenant, any member of the tenant's household, tenant's guest(s), and any person under tenant's control must not engage in or facilitate criminal activity on the premises or on landlord's property, which includes the premises as described in the rental agreement.
- (B) Tenant, any member of the tenant's household, tenant's guest(s), and any person under tenant's control must not permit the premises to be used for, or to facilitate, criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
- (C) Tenant, any member of the tenant's household, tenant's guest(s), and any person under tenant's control must not engage in or facilitate any breach of the lease agreement that jeopardizes the health, safety, and welfare of the landlord, his or her agent, other tenant(s), or involves imminent or actual serious property damage.
- (D) One or more violations of Subsections (A), (B), or (C) of this Section constitutes a material noncompliance with the residential landlord-tenant ordinance and the rental agreement. Any such violation is grounds for termination of tenancy and eviction from the premises.
- (E) Proof of violation will not require criminal conviction, but an arrest or citation (supported by admissible corroborating evidence that activity in violation of the above provisions has occurred) for a described violation will be sufficient evidence of a violation constituting material noncompliance with the rental agreement and Code.
 - 1. Any such violation committed by the tenant or any member of the tenant's household is grounds for landlord to terminate the tenancy of that individual tenant or household member and to evict that individual from the leased premises. Any eviction action must be conducted in accordance with the statutory requirements stated in the Illinois Forcible Entry and Detainer Act, 735 ILCS 5/9-101 et seq.
 - 2. As provided by Illinois law, landlord has the power to bar the presence of a person from the leased premises who is not tenant or a member of tenant's household. A landlord bars a person from the premises by providing written notice to tenant that the person is no longer allowed on the premises. That notice must be provided in accordance with the statutory requirements provided in Illinois law, 735 ILCS 5/9-106.2.
- (F) For purposes of this Section, "criminal activity" includes any of the offenses below:
 - 1. Homicide, 720 ILCS 3/0-1 et seq.
 - 2. Aggravated assault, 720 ILCS 5/12-2.
 - 3. Aggravated battery, 720 ILCS 5/12-3.05.
 - 4. Criminal street gang recruitment, 720 ILCS 5/12-6.4.
 - 5. Unlawful contact with street gang members, 720 ILCS 5/24.
 - 6. Armed violence, 720 ILCS 5/33A-2.
 - 7. Kidnapping and related offenses, 720 ILCS 5/10-1 et seq.
 - 8. Possession of explosives or incendiary devices, 720 ILCS 5/20-2 et seq.
 - 9. Any offense involving deadly weapons, 720 ILCS 5/24-1 et seq.
 - 10. Mob action, 720 ILCS 5/25-1 et seq.
 - 11. Theft, 720 ILCS 5/16-1 et seq.
- (G) A tenant who is an innocent party or the victim of a crime, including but not limited to actual or threatened domestic violence, or sexual violence, will not be in violation of this Section or subject to eviction based on criminal activity. Nothing in this Section prohibits the landlord from evicting only the perpetrator of the domestic violence, or sexual violence, or other criminal activity without affecting the tenancy of the remaining tenants in the unit.

(H) A Tenant will not be in violation of this Section or subject to eviction based on:

1. Contact made to police or other emergency services, if:
 - a. The contact was made with the intent to prevent or respond to domestic violence or sexual violence;
 - b. The intervention or emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or
 - c. The contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability.
2. An incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member, or guest occurring in the dwelling unit or on the premises; or
3. Criminal activity or a local ordinance violation occurring in the dwelling unit or on the premises that is directly relating to domestic violence or sexual violence, engaged in by a tenant, member of a tenant's household, guest, or other party, and against a tenant, household member or guest.

(Ord. No. [71-O-16](#), § 2, 6-27-2016)

5-3-5. - LANDLORD OBLIGATIONS.

5-3-5-1. - SECURITY DEPOSITS AND PREPAID RENT.

(A) A landlord may not demand or receive security or prepaid rent or any combination thereof in an amount in excess of one and one-half ($1\frac{1}{2}$) months' rent; provided, however, that rent paid on the first day of the month or upon any other day mutually agreed upon by the parties, due and payable in advance for that month, shall not be construed herein as either security or prepaid rent and therefore shall not be included in the computation of the aforesaid one and one-half ($1\frac{1}{2}$) months' rent. The tenant shall pay the landlord, at the time the tenant moves into the premises or at any other time mutually agreed upon by the parties, the amount of the security or prepaid rent required by the landlord. However, if the landlord requires a security deposit or prepaid rent in excess of one month's rent, but not exceeding one and one-half ($1\frac{1}{2}$) months' rent, that portion in excess of one month's rent at the election of the tenant, shall be paid either at the time the tenant pays the initial security deposit, or shall be paid in no more than six (6) equal installments no later than six (6) months after the effective date of the lease. Interest on that portion of a security deposit or prepaid rent exceeding one month's rent, if paid in installments, shall not be computed until all installments are paid to the landlord.

(Ord. No. 22-0-89)

(B) A landlord who receives security or prepaid rent from a tenant shall pay interest to the tenant at the rate equal to the interest rate paid on such security deposits in the city of Chicago. A landlord shall pay to the tenant interest on all deposits within thirty (30) days after the end of each twelve (12) month rental period, by cash or credit to be applied to the rent due, except when the tenant is in default under the terms of the rental agreement. Interest on that portion of a security deposit or prepaid rent exceeding one month's rent, if paid in installments, shall not be computed until all installments are paid to the landlord.

(Ord. No. 81-0-02)

(C) Upon termination of the tenancy, property or money held by the landlord as security or prepaid rent may be applied to the payment of accrued rent and the amount of damages which the landlord has

suffered by reason of the tenant's noncompliance with Subsection 4-1 of this chapter, all as itemized by the landlord in a written notice delivered to the tenant together with the amount due twenty one (21) days after tenant has vacated his/her unit. Any security or prepaid rent not so applied, and any interest on such security due to the tenant, shall be paid to the tenant within twenty one (21) days after tenant has vacated his/her unit. In the event the rental agreement terminates pursuant to subsection 5-3-7-4(A)1 of this chapter regarding landlord's wrongful failure to supply essential services, the obligations imposed on the landlord pursuant to this subsection (C) shall be performed within forty eight (48) hours after the expiration of the seven (7) day written notice to the landlord to restore service.

(Ord. No. 97-0-06)

- (D) A landlord shall hold all security deposits received by him or her in a federally insured interest bearing account in a bank, savings and loan association or other financial institution located in the state of Illinois. A security deposit and interest due thereon shall continue to be the property of the tenant making such deposit, shall not be commingled with the assets of the landlord, and shall not be subject to the claims of any creditor of the landlord or of the landlord's successors in interest, including a foreclosing mortgagee or trustee in bankruptcy.
- (E) The city shall cause the new rate of security deposit interest to be published once a week for two (2) consecutive weeks in two (2) or more newspapers of general circulation in the city. The city manager shall direct the Community and Economic Development Department to prepare and publish for free public distribution at government offices and libraries, a pamphlet or brochure describing the respective rights, obligations and remedies of landlords and tenants with respect to security deposits, including the new interest rate as well as the interest rate for each of the prior two (2) years. Said pamphlet shall also be available on the city's website.

(Ord. No. 81-0-02)

- (F) If the landlord fails to comply with subsection (C) of this section, the tenant may recover the property and money due him/her together with damages in an amount equal to twice the amount wrongfully withheld and reasonable attorney fees.
- (G) This section does not preclude the landlord or tenant from recovering other damages to which he/she may be entitled under this chapter.

(Ord. No. 19-0-75; Ord. 81-0-02)

(Ord. No. 19-0-75; Ord. 22-0-89; Ord. 81-0-02; Ord. 97-0-06; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-5-1)), 1-23-2012)

5-3-5-2. - DISCLOSURE.

- (A) The landlord or any person authorized to enter into a rental agreement on his/her behalf shall disclose to the tenant in writing, on or before the commencement of the tenancy:
 1. The name, address and twenty four (24) hour telephone number of the person authorized to manage the premises; and
 2. The name and address of the owner of the premises or the person authorized to act on behalf of the owner for the purpose of service of process and for the purpose of receiving notices and demands.
- (B) A person who fails to comply with subsection (A) of this section becomes an agent of each person who is a landlord for:

1. Service of process and receiving of notices and demands; and
 2. Performing the obligations of the landlord under this chapter and under the rental agreement and expending or making available for that purpose all rent collected from the premises.
- (C) The information required to be furnished by subsection (A) of this section shall be kept current. Subsections (A) and (B) of this section extend to and are enforceable against any successor landlord or manager.
- (D) Before a tenant initially enters into or renews a rental agreement for a dwelling unit, the landlord or any person authorized to enter into a rental agreement on his/her behalf shall disclose to the tenant in writing any code violations which have been cited by the city for the dwelling unit and common area.

If the landlord fails to comply with this subsection, the tenant may pursue the remedies provided in Subsection 7-1 or 7-3 of this chapter.

(Ord. No. 19-0-75; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-5-2)), 1-23-2012)

5-3-5-3. - MAINTAIN FIT PREMISES.

- (A) The landlord shall maintain the premises in substantial compliance with the applicable codes of the city and shall promptly make any and all repairs necessary to fulfill this obligation.
- (B) The landlord and tenant of any dwelling unit may agree that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling only if:
1. The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the landlord and is set forth in a separate writing signed by the parties and supported by adequate consideration, and
 2. The agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.
- (C) Landlord must address, which may include commencing eviction proceedings, with tenant any and all violations of Section 5-3-4-5, Prohibition against Criminal Activity on Premises, to ensure other tenants and occupants of the landlord's property have housing free from criminal activity.

(Ord. No. 19-0-75; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-5-3)), 1-23-2012; Ord. No. [71-O-16](#), § 3, 6-27-2016)

5-3-5-4. - LIMITATION OF LIABILITY.

- (A) Unless otherwise agreed, a landlord who sells the premises is relieved of liability under the rental agreement and this chapter for events occurring subsequent to written notice to the tenant of the sale. However, he/she remains liable to the tenant for any property and money to which the tenant is entitled under Section 5-1 of this Chapter and all prepaid rent, unless the tenant receives written notice that such property, money and prepaid rent have been transferred to the buyer, and that the buyer has accepted liability for such property, money and prepaid rent.
- (B) Unless otherwise agreed, the manager of the premises is relieved of liability under the rental agreement and this chapter for events occurring after written notice to the tenant of the termination of his/her management.

(Ord. No. 19-0-75; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-5-4)), 1-23-2012)

5-3-5-5. - LEAD DISCLOSURE REQUIREMENTS.

Landlords subject to this section must follow all applicable state and federal regulations regarding lead poisoning and must specifically:

- (A) Provide all prospective and current lessees with a copy of the current, approved U.S. environmental protection agency federal pamphlet on lead based paint disclosure.
- (B) Disclose any known lead hazards.

(Ord. No. 8-0-97)

(Ord. No. 19-0-75; Ord. 8-0-97; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-5-5)), 1-23-2012)

5-3-6. - LANDLORD REMEDIES.

5-3-6-1. - NONCOMPLIANCE WITH RENTAL AGREEMENT; FAILURE TO PAY RENT.

- (A)
 1. If there is a material noncompliance by the tenant with the rental agreement or with Subsections 4-1(A) through (G) of this Chapter, the landlord may deliver written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice, unless the breach is remedied by the tenant prior to the expiration of the notice. If the breach is not remedied prior to the expiration of the notice, the rental agreement shall terminate as provided in the notice.
 2. If there is a material noncompliance by the tenant with any of the provisions of Subsections 4-1(A) through (G) of this Chapter after expiration of the landlord's written notice to tenant to remedy the acts and omissions specified in the notice delivered pursuant to Subsection (A)1 of this Section, throughout the remainder of the term of the rental agreement, the landlord may deliver written notice to the tenant that the rental agreement shall terminate not less than thirty (30) days after delivery of the written notice to terminate.
 3. If there is noncompliance by the tenant with Subsection 4-1(G) or (H) of this Chapter, the landlord may deliver written notice to the tenant specifying the acts constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice, or, in the case of owner occupied dwelling units containing two (2) or fewer rooming units, upon a date not less than forty-eight (48) hours after receipt of the notice.
- (B) If the rent is unpaid when due, and the tenant fails to pay the unpaid rent within ten (10) days, or, in the case of owner occupied dwelling units containing two (2) or fewer rooming units, within forty-eight (48) hours after receipt of written notice by the landlord of his/her intention to terminate the rental agreement if the rent is not so paid, the landlord may terminate the rental agreement.
- (C) Except as provided herein, the landlord may recover damages and obtain injunctive relief for any noncompliance by the tenant with the rental agreement or with Section 5-3-4-1 of this Chapter. If the tenant's noncompliance is wilful, the landlord may recover reasonable attorney fees.

(Ord. No. 97-0-06; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-6-1)), 1-23-2012)

5-3-6-2. - ABANDONMENT; SUBLEASES.

If the tenant abandons the dwelling unit, the landlord shall make a good faith effort to rent it at a fair rental. This shall include the acceptance of reasonable subleases. If the landlord succeeds in renting the dwelling unit at a fair rental, the tenant shall be liable for the amount by which the rent due from the date of abandonment to the termination of the initial rental agreement exceeds the fair rental subsequently received by the landlord from the date of abandonment to the termination of the initial rental agreement. If the landlord makes a good faith effort to rent the dwelling unit at a fair rental and is unsuccessful, the

tenant shall be liable for the rent due for the period of the rental agreement. In either event, the tenant shall be liable for the advertising expenses and reasonable redecoration costs incurred by the landlord in rerenting the dwelling unit.

(Ord. No. 19-0-75; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-6-2)), 1-23-2012)

5-3-6-3. - WAIVER OF LANDLORD'S RIGHT TO TERMINATE.

Acceptance of rent with knowledge of a default by the tenant, or acceptance of performance by him/her that varies from the terms of the rental agreement or rules or regulations subsequently adopted by the landlord, constitutes a waiver of his/her right to terminate the rental agreement for that breach, unless otherwise agreed after the breach has occurred.

(Ord. No. 19-0-75; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-6-3)), 1-23-2012)

5-3-6-4. - REMEDY AFTER TERMINATION.

If the rental agreement is terminated, the landlord may have a claim for possession and for rent and a separate claim for damages for breach of the rental agreement and reasonable attorney fees, as provided in subsection 5-1(C) of this chapter.

(Ord. No. 19-0-75; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-6-4)), 1-23-2012)

5-3-6-5. - DISPOSITION OF ABANDONED PROPERTY.

(A) Except as otherwise agreed, if, upon termination of a tenancy (other than by an order of a court of competent jurisdiction) including, but not limited to, a termination after expiration of a lease or by surrender or abandonment of the premises, a tenant has left personal property on the premises, and the landlord reasonably believes that the tenant has abandoned such personal property, the landlord may:

1. Notify the tenant in writing of his/her demand that such property be removed within the dates set forth in such notice (but not less than 15 days after delivery or mailing of such notice); and that if such property is not removed within the time specified, the property may be sold. If the property is not removed within the time specified in such notice, the landlord may sell the property at a public sale or at a commercially reasonable private sale. The proceeds, less reasonable costs incurred by such sale or storage of property, shall be held by the landlord for the tenant for one year. If the tenant does not claim the proceeds within one year, the proceeds shall be the property of the landlord.
2. If the tenant has left personal property which is reasonably determined by the landlord to be valueless or of such little value that the cost of storing and conducting a sale would probably exceed the amount that would be realized from such sale, the landlord may notify the tenant in writing that such property be removed by the date specified in such notice (but not less than 15 days after delivery or mailing of such notice), and that if such property is not removed within the time specified, the landlord intends to destroy or otherwise dispose of the property. If the property is not removed within the time specified in the notice, the landlord may destroy or otherwise dispose of the property.
3. The notice shall indicate his/her election to sell specific items of the tenant's personal property and to destroy or otherwise dispose of the remainder of said property.

(B) For purposes of this section, "abandonment" shall mean that the tenant has vacated the premises, and that his/her rent is in default and that notice by the landlord to terminate the rental agreement as provided in Subsection 6-1(B) of this chapter has expired.

- (C) After sending written notice, as provided in Subsection (A) of this section, the landlord shall store all personal property of the tenant in a place of safekeeping and shall exercise reasonable care of the property, but shall not be responsible to the tenant for any loss not caused by the landlord's deliberate or negligent act or omission. The landlord may elect to store the property in or about the previously vacated premises. In such case, the storage shall not exceed commercially reasonable storage rates. If the tenant's property is removed to a commercial storage company, the storage cost shall include the actual charge for such storage and removal from the premises to the place of storage.
- (D) After the landlord's notice under Subsection (A) of this section, if the tenant makes timely response in writing of his/her intention to remove the personal property from the premises and does not do so within the time specified in the landlord's notice or within thirty (30) days of the delivery or mailing of the tenant's written response or a mutually agreeable date (whichever is later), it shall be conclusively presumed that he/she has abandoned such property. In the event the tenant removes the property after notice, the landlord shall be entitled to the cost of storage for the period the property has remained in his/her safekeeping.
- (E) Any public sale, authorized under the provisions of this section, shall be conducted pursuant to law in such instances made and provided.

(Ord. No. 19-0-75; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-6-5)), 1-23-2012)

5-3-7. - TENANT REMEDIES:

5-3-7-1. - NONCOMPLIANCE BY LANDLORD.

- (A) If there is a material noncompliance by the landlord with the rental agreement or with subsection 5-1(F) or 5-3 of this chapter, the tenant may deliver a written notice to the landlord specifying the breach and that the rental agreement will terminate on a date not less than thirty (30) days after receipt of the notice, or in the case of owner occupied dwelling units containing two (2) or fewer rooming units, upon a date not less than forty eight (48) hours after receipt of the notice, unless the breach is remedied by the landlord prior to the expiration of the notice. If the breach is not remedied prior to the expiration of the notice, the rental agreement shall terminate as provided in the notice. The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of his/her family, or other person on the premises with his/her consent.

(Ord. No. 33-0-83)

- (B) Except as provided in this chapter, the tenant may recover damages and obtain injunctive relief for any material noncompliance by the landlord with the rental agreement or with Subsection 5-3 of this chapter. If the landlord's noncompliance is willful, the tenant may recover reasonable attorney fees.
- (C) If the rental agreement is terminated, the landlord shall return all security and interest recoverable by the tenant under Subsection 5-1 of this chapter and all prepaid rent.

(Ord. No. 19-0-75)

(Ord. No. 19-0-75; Ord. 33-0-83; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-7-1)), 1-23-2012)

5-3-7-2. - FAILURE TO DELIVER POSSESSION.

- (A) If the landlord fails to deliver possession of the dwelling unit to the tenant in compliance with the rental agreement and Subsection 5-3 of this chapter, rent abates until possession is delivered and the tenant may:

1. Upon at least five (5) days' written notice to the landlord, terminate the rental agreement and upon termination the landlord shall return all prepaid rent and security; or
 2. Demand performance of the rental agreement by the landlord and, if the tenant elects, maintain an action for possession of the dwelling unit against the landlord or any person wrongfully in possession and recover the damages sustained by him/her.
- (B) If a person's failure to deliver possession is wilful, an aggrieved person may recover from that person wrongfully in possession, an amount not more than two (2) months' rent or twice the actual damages sustained by him/her, whichever is greater, and reasonable attorney fees.

(Ord. No. 19-0-75; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-7-2)), 1-23-2012)

5-3-7-3. - SELF-HELP FOR MINOR DEFECTS AND RENT WITH-HOLDINGS.

- (A) With respect to any single violation, the tenant may choose either the remedy in subsection (A)1 or (A)2 of this section.
1. If the landlord fails to comply with the rental agreement or with Subsection 5-3(A) of this chapter, and the reasonable cost of compliance is less than two hundred dollars (\$200.00) or an amount equal to one-half ($\frac{1}{2}$) of the monthly rent, whichever amount is greater, the tenant may recover damages for the breach under Subsection 7-1(B) of this chapter or may notify the landlord in writing of his/her intention to correct the condition at the landlord's expense. If the landlord fails to comply within fourteen (14) days after being notified by the tenant in writing or as promptly as conditions require in case of emergency, the tenant may have the work done in a workmanlike manner and, after submitting to the landlord a receipted bill from an appropriate tradesman, deduct from his/her rent the amount thereof, not exceeding the limits specified in this subsection; provided, that the tenant has fulfilled his/her affirmative obligations under Subsection 4-1 of this chapter.
 2. If the landlord fails to comply with the rental agreement or with Subsection 5-3(A) of this chapter, the tenant may, where the condition has been cited as a code violation by the city, notify the landlord in writing of the tenant's intention to withhold from the monthly rent an amount which reasonably reflects the reduced value of the premises. If the landlord fails to correct the condition within fourteen (14) days after being notified by the tenant in writing, the tenant may, during the time such failure continues, deduct from the rent the stated amount.
- (B) A tenant may not repair at the landlord's expense or withhold rent under this section if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of his/her family or other person on the premises with his/her consent.
- (C) Before correcting a condition affecting facilities shared by more than one dwelling unit, the tenant shall notify all other tenants sharing such facilities of his/her plans, and shall so arrange the work as to create the least practicable inconvenience to the other tenants.

(Ord. No. 19-0-75; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-7-3)), 1-23-2012)

5-3-7-4. - WRONGFUL FAILURE TO SUPPLY ESSENTIAL SERVICES.

- (A) If, contrary to the rental agreement, the landlord fails to supply heat, running water, hot water, electricity, gas or plumbing, the tenant may:
1. Deliver a written notice to the landlord specifying the service to be restored, that the service must be restored within seven (7) days of delivery of the notice, and that the rental agreement will terminate automatically at the expiration of the seven (7) days if the specified service is not restored.

2. Pay for the provision of these services and deduct the cost from their next rental payment, or payments, in the event the cost of services procured exceeds the amount of the next rental payment.
 3. Recover damages based upon the diminution in the fair rental value of the dwelling unit and reasonable attorney fees.
 4. Procure substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance. The tenant may recover the cost of reasonable value of the substitute housing up to an amount equal to the monthly rent and reasonable attorney fees.
- (B) If the tenant proceeds under this section, he/she may not proceed under Subsection 7-1 or 7-3 of this chapter for that breach.
- (C) The tenant may not exercise his/her rights under this section if the condition was caused by the inability of a utility supplier to provide service or by the deliberate or negligent act or omission of the tenant, a member of his/her family, or other person on the premises with his/her consent.

(Ord. No. 97-0-06; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-7-4)), 1-23-2012)

5-3-7-5. - LANDLORD'S NONCOMPLIANCE AS DEFENSE TO ACTION FOR POSSESSION OR RENT.

- (A) In an action for possession based upon nonpayment of rent or in an action for rent where the tenant is in possession, the tenant may counterclaim for any amount which he/she may recover under the rental agreement or this chapter. In that event, the court may order the tenant to pay into court all or part of the rent accrued and thereafter accruing, and shall determine the amount due to each party. The party to whom a net amount is owed shall be paid first from the money paid into court, and the balance by the other party. If no rent remains due after application of this section, judgment shall be entered for the tenant in the action for possession. If the defense or counterclaim by the tenant is without merit, the landlord may recover reasonable attorney fees.
- (B) In an action for rent where the tenant is not in possession, the tenant may counterclaim as provided in subsection (A) of this section, but the tenant is not required to pay any rent into court.

(Ord. No. 19-0-75; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-7-5)), 1-23-2012)

5-3-7-6. - FIRE OR CASUALTY DAMAGE.

- (A) If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that enjoyment of the dwelling unit is substantially impaired, the tenant may:
1. Immediately vacate the premises and notify the landlord in writing within fourteen (14) days thereafter of his/her intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or
 2. If continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.
- (B) If the rental agreement is terminated, the landlord shall return all security recoverable under section 5-3-5-1 of this chapter and all prepaid rent. Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or casualty.
- (C) A tenant may not exercise remedies in this section if the fire or casualty damage was caused by the deliberate or negligent act or omission of the tenant, a member of his/her family, or person on the premises with his/her consent.

(Ord. No. 19-0-75; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-7-6)), 1-23-2012)

5-3-8. - HOLDOVER; ABUSE OF ACCESS.

5-3-8-1. - HOLDOVER REMEDIES.

If the tenant remains in possession without the landlord's consent, after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and if the tenant's holdover is wilful, the landlord in addition may recover an amount not more than two (2) months' periodic rent or twice the damages sustained by him/her, whichever is greater, and reasonable attorney fees. If the landlord consents to the tenant's continued occupancy, Subsection 3-1(C) of this chapter applies.

(Ord. No. 19-0-75; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-8-1)), 1-23-2012)

5-3-8-2. - LANDLORD AND TENANT REMEDIES FOR ABUSE OF ACCESS.

- (A) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or terminate the rental agreement. In either case, the landlord may recover damages and reasonable attorney fees.
- (B) If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful, but which have the effect of harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct, or terminate the rental agreement. In each case, the tenant may recover an amount equal to not more than two (2) months' rent or twice the damages sustained by him/her, whichever is greater, and reasonable attorney fees.

(Ord. No. 19-0-75; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-8-2)), 1-23-2012)

5-3-8-3. - NOTICE OF REFUSAL TO RENEW RENTAL AGREEMENT.

- (A) If the rental agreement will not be renewed or if a month to month tenancy will be terminated, the landlord shall notify the tenant in writing thirty (30) days prior to the termination date.
- (B) If the landlord fails to give the required written notice, the tenant may remain in his/her dwelling for two (2) months, commencing on the date that the written notice is received by the tenant. During such period, the terms and conditions of the tenancy shall be the same as the terms and conditions during the month of tenancy immediately preceding the notice.

(Ord. No. 19-0-75; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-8-3)), 1-23-2012)

5-3-9. - RETALIATORY CONDUCT; CIVIL ACTIONS BY CITY.

5-3-9-1. - RETALIATORY CONDUCT.

- (A) Except as provided in this section, a landlord may not retaliate by increasing rent or decreasing services or by bringing or threatening to bring action for possession or by refusing to renew a rental agreement because the tenant has:
 1. Complained in good faith of a code violation to a government agency charged with the responsibility for the enforcement of such code;
 2. Complained to the landlord of a violation under Subsection 5-2(D) or Section 5-3 of this chapter;
 3. Organized or become a member of a tenant union or similar organization; or

4. Exercised or attempted to exercise any right or enforce any remedy granted to him/her under this chapter.

(Ord. No. 19-0-75)

- (B) If the landlord acts in violation of subsection (A) of this section, the tenant has a defense in any retaliatory action against him/her for possession and is entitled to the following remedies: he/she shall recover possession or terminate the rental agreement and, in either case, recover an amount equal to not more than two (2) months' rent or twice the damages sustained by him/her, whichever is greater, and reasonable attorney fees. If the rental agreement is terminated, the landlord shall return all security and interest recoverable under Section 5-1 of this chapter and all prepaid rent. In an action by or against the tenant, if there is evidence of a complaint within one year prior to the alleged act of retaliation, it may be presumed that the landlord's conduct was retaliatory. The presumption does not arise if the tenant made the complaint after notice of a proposed rent increase.

(Ord. No. 126-0-82)

- (C) Notwithstanding subsections (A) and (B) of this section, a landlord may bring an action for possession if:
 1. The violation of a code was caused primarily by lack of care by the tenant, a member of his/her family or other person on the premises with his/her consent; or
 2. The tenant is in default in rent, other than a purported default under Subsection 7-3 of this chapter.

(Ord. No. 19-0-75)

(Ord. No. 19-0-75; Ord. 126-0-82; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-9-1)), 1-23-2012)

5-3-9-2. - CIVIL ACTIONS BY CITY.

Whenever the city manager or his/her designee has reasonable cause to believe that any landlord or tenant is engaged in a pattern of practice of violating the provisions of this chapter, the city may bring a civil action by filing a complaint signed by the city manager, setting forth the facts pertaining to such pattern of practice and requesting such relief, including an application for a permanent or temporary injunction, restraining order and damages as hereinbefore provided against the landlord or tenant responsible for such pattern of practice, as may be necessary to ensure compliance with the provisions of this chapter and the full enjoyment of the rights herein established. The foregoing does not limit the city's authority to institute actions pursuant to Subsection 12-3 of this chapter to enforce Section 5-3-12 of this chapter.

(Ord. No. 8-0-81; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-9-2)), 1-23-2012)

5-3-10. - ATTACHMENT OF CHAPTER TO RENTAL AGREEMENT.

- (A) A current copy of the ordinance codified herein shall be attached to each written rental agreement whether it be a City of Evanston model apartment lease agreement or a landlord drafted written lease agreement, when any such agreement is initially offered to any tenant or prospective tenant by or on behalf of a landlord and whether such agreement is for a new rental or a renewal thereof. The lessee shall acknowledge receipt of the ordinance codified herein on the executed lease.

- (B) If a tenant in a civil legal proceeding against his/her landlord establishes that a violation of subsection (A) of this section has occurred, he/she shall be entitled to recover two hundred dollars (\$200.00) in damages and reasonable attorney fees.
- (C) The model apartment lease agreement ("agreement"), as amended from time to time, shall be on file with the city clerk. Each amended agreement form shall be effective for a minimum of one year. Leases entered into during the effective period of a particular agreement form shall remain valid notwithstanding amendments made in the agreement form during the lease term.

(Ord. No. 44-0-07, eff. 1-15-2008; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-10)), 1-23-2012)

5-3-11. - CONDOMINIUM CONVERSIONS.

Provisions of this chapter that contradict, modify, expand or limit the right of landlords or tenants established under this chapter shall prevail over the provisions of this chapter for leases entered into or renewed subsequent to the effective date of the residential condominium ordinance.

(Ord. No. 12-0-79; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-11)), 1-23-2012)

5-3-12. - INTERRUPTION OF TENANT OCCUPANCY.

5-3-12-1. - UNLAWFUL INTERRUPTION.

It is unlawful for any landlord or any person acting at his/her direction to knowingly oust or dispossess or attempt to oust or dispossess any tenant from a dwelling unit without authority of law, by plugging, changing, adding or removing any lock or latching device; or by blocking any entrance into said unit; or by removing any door or window from said unit; or by interfering with the services to said unit, including, but not limited to, electricity, gas, hot or cold water, plumbing, heat or telephone service; or by removing a tenant's personal property from said unit; or by the use of force or threat of violence, injury or force to a tenant's person or property; or by any other act rendering a dwelling unit or any part thereof or any personal property located therein inaccessible or uninhabitable.

(Ord. No. 8-0-81; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-12-1)), 1-23-2012)

5-3-12-2. - EXCLUSIONS.

The provisions of Subsection 12-1 of this chapter shall not apply where:

- (A) A landlord acts in compliance with the laws of Illinois pertaining to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict a tenant or his/her personal property; or
- (B) A landlord acts in compliance with the laws of Illinois pertaining to distress for rent; or
- (C) A landlord acts pursuant to court order; or
- (D) A landlord interferes temporarily with possession only as necessary to make needed repairs or inspection and only as provided by law; or
- (E) The tenants with a right to possession of the dwelling unit have been absent therefrom for thirty (30) consecutive days without advising the landlord of such absence or their intent to return, current rent is thirty (30) or more days overdue, and after diligent inquiry the landlord has reason to believe that tenants have abandoned the premises and do not intend to return.

(Ord. No. 8-0-81; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-12-2)), 1-23-2012)

5-3-12-3. - FINES.

- (A) Each member of the police department, while on duty, is hereby authorized to arrest any person who is found to have violated any of the provisions of Subsection 12-1 of this chapter.
- (B) Any person found guilty of violating Subsection 12-1 of this chapter shall be fined not less than two hundred dollars (\$200.00) nor more than five hundred dollars (\$500.00), and each day that such violation shall occur or continue shall constitute a separate and distinct offense for which a fine as herein provided shall be imposed.

(Ord. No. 8-0-81; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-12-3)), 1-23-2012)

5-3-12-4. - CIVIL REMEDY.

If a tenant in a civil legal proceeding against his/her landlord establishes that a violation of Subsection 12-1 of this chapter has occurred, he/she shall be entitled to recover possession of his/her dwelling unit or personal property and shall recover an amount equal to not more than two (2) months' rent or twice the actual damages sustained by him/her, whichever is greater, and reasonable attorney fees. A tenant may pursue any civil remedy for violation of this section 5-3-12 regardless of whether a fine has been entered against the landlord pursuant to Subsection 12-3 of this chapter.

(Ord. No. 8-0-81; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-12-4)), 1-23-2012)

5-3-12-5. - TENANT'S RIGHT TO TERMINATE.

If a landlord or any person acting at his/her direction violates Subsection 12-1 of this chapter, the tenant shall have the right to terminate the rental agreement by sending the landlord written notice of his/her intention to terminate within three (3) days of the violation. If the rental agreement is terminated, the landlord shall return all security deposits, prepaid rent and interest to the tenant in accord with this chapter.

(Ord. No. 8-0-81; Ord. No. 8-O-12, (48-O-11(exh. B, § 5-3-12-5)), 1-23-2012)

NOT A VALID FORM

**ACKNOWLEDGMENT OF RECEIPT OF CITY OF EVANSTON
RESIDENTIAL LANDLORD AND TENANT ORDINANCE**

This Acknowledgment is incorporated into the Apartment Lease Contract dated _____
between _____

_____ (“We” and/or “we” and/or “us”) and _____

_____ (“You” and/or “you”) of Unit No. _____ located at _____ (street address)
in _____ and is in addition
to all terms and conditions in the Apartment Lease Contract.

In accordance with the City of Evanston Residential Landlord and Tenant Ordinance, Section 5-3-10, we are delivering to you a copy of the City of Evanston Residential Landlord and Tenant Ordinance as prepared by The City of Evanston. Resident(s) hereby acknowledges receipt of this summary.

Resident or Residents
(All residents must sign here)

Owner or Owner’s Representative
(signs here)

Date of Lease Contract

NOT A VALID FORM



CLASS ACTION WAIVER ADDENDUM
*(Do not use this form in the City of Chicago, the City of Evanston,
or for any property affected by the Cook County RTLO)*



1. APARTMENT DESCRIPTION.

Unit No. _____,
_____ (street address) in
_____ (city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents *(list all residents)*:

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. CLASS ACTION WAIVER. You agree that you hereby waive your ability to participate either as a class representative or member of any class action claim(s) against us or our agents. While you are not waiving any right(s) to pursue claims against us related to your tenancy, you hereby agree to file any claim(s) against us in your individual capacity, and you may not be a class action plaintiff, class representative, or member in any purported class action lawsuit ("Class Action"). **Accordingly, you expressly waive any right and/or ability to bring, represent, join, or otherwise maintain a Class Action or similar proceeding against us or our agents in any forum.**

Any claim that all or any part of this Class Action waiver provision is unenforceable, unconscionable, void, or voidable shall be determined solely by a court of competent jurisdiction.

YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU MAY HAVE POSSESSED THE ABILITY TO BE A PARTY TO A CLASS ACTION LAWSUIT. BY SIGNING THIS AGREEMENT, YOU UNDERSTAND AND CHOOSE TO WAIVE SUCH ABILITY AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THIS CLASS ACTION WAIVER SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE CONTRACT.

4. SEVERABILITY. If any clause or provision of this Addendum is illegal, invalid or unenforceable under any present or future laws, then it is the intention of the parties hereto that the remainder of this Addendum shall not be affected thereby.

5. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident's Acknowledgment

Date of Signing Addendum

Landlord (or Landlord Agent) Acknowledgment

Date of Signing Addendum

CLUBHOUSE/LICENSED SPACE AGREEMENT



1. DWELLING UNIT DESCRIPTION.

Unit No. _____, _____

_____ (street address) in

_____ (city), Illinois, _____ (zip code).

2. THE FOLLOWING ARE THE ONLY PARTIES TO THIS AGREEMENT. RESIDENTS SHALL NOT BE PERMITTED TO ASSIGN THIS AGREEMENT TO ANY OTHER PERSON OR ENTITY:

Owner's name: _____

Residents (list all residents):

This document (the "Agreement") shall serve as an agreement between Resident and Owner. This is a revocable license agreement, and is not a lease contract. Owner has the right to terminate this license at any time, upon written notice to you.

3. PURPOSE OF AGREEMENT. By signing this Agreement, Resident agrees to the terms and conditions set forth herein related to the licensing of the Clubhouse/Licensed Space and other licensed space on the property related, directly or indirectly, to the Clubhouse, which is not included in your current lease contract, nor generally available to residents. The Clubhouse/Licensed Space shall solely be used for the following intended use, and for no other reason (including commercial use):

4. IDENTIFICATION OF CLUBHOUSE/LICENSED SPACE: The Clubhouse/Licensed Space is described as follows:

Maximum occupancy of the Clubhouse is _____ persons.

5. USAGE PERIOD: The Clubhouse/Licensed Space shall only be used by Resident during the following times: _____ to _____ on the following date: _____. Resident must clean and return the Clubhouse/Licensed Space within _____ hours following the end of the usage period.

6. FEES. Owner agrees to license to you (the "Resident"), the above identified Clubhouse/Licensed Space in consideration of a payment by you of a non-refundable license fee of \$ _____. Resident agrees to a damage deposit of \$ _____. The damage deposit and license fee amount are due upon the signing of this Agreement. The damage deposit amount will be returned to Resident after the

Clubhouse/Licensed Space is cleaned by Resident and returned to its pre-licensed condition. Any costs Owner incurs related to returning the Clubhouse/Licensed Space to its original condition will be withheld and deducted from the damage deposit. Resident agrees and understands that Resident's liability is not limited to the monetary amount of the deposit, and Owner's retention of the deposit or any portion thereof does not constitute a limitation of Owner's remedies for excessive hours of use, cleaning expenses or property damage to the Clubhouse/Licensed Space. This deposit is not a security deposit nor related in any way to the Resident's lease contract at the property.

7. RULES AND REGULATIONS. Resident, as Licensee, agrees to the rules and regulations set forth below:

- Resident must be a current Resident in good standing on the date of the use of the Clubhouse/Licensed Space and the date the agreement is executed.
- Resident agrees to end use of the Clubhouse/Licensed Space promptly at the agreed upon time.
- Resident must be continuously present for the duration of the licensed time.
- Resident agrees to use the Clubhouse/Licensed Space for its intended use and not for any other use.
- Resident agrees to only use the area of the Clubhouse/Licensed Space as identified in this Agreement and not any adjoining area.
- If permitted, Resident agrees to abide by all laws and regulations related to the distribution, sale, and/or consumption of alcohol on the property:
 - Resident is permitted to serve alcohol.
 - Resident is not permitted to serve alcohol.
- If required, Resident agrees to secure event insurance, and abide by all coverage terms and conditions:
 - Resident is required to have event insurance.
 - Resident is not required to have event insurance.
 - Resident agrees to abide by the following additional requirements:
 - _____
 - _____
 - _____
 - _____
 - _____
 - _____
 - _____
- Resident and guest(s), invitee(s) or other persons using the Clubhouse/Licensed Space shall not behave in a loud or obnoxious manner, disturb or threaten the rights, comfort, health, safety, or convenience of Residents and others, disturb Owner's business operations, or breach the peace in any manner. Resident understands that Resident is fully responsible for the actions of your guest(s), invitees and other persons during your use and possession of the Clubhouse/Licensed Space, including the entering and exiting of the property.
- Resident shall direct its guests/attendees to park only in the designated areas. All guests and attendees are required to comply with Community Rules and Regulations.
- Resident agrees not to exceed the occupancy limits for the Clubhouse/Licensed Space.
- Owner or its agents can immediately terminate Resident's use of the Clubhouse/Licensed Space if there is any violation of this Agreement.

8. DAMAGE TO PROPERTY. Resident agrees to immediately report any and all damage done to the Clubhouse/Licensed Space, and its contents, to the Owner. Resident is responsible for any and all damages to Clubhouse/Licensed Space caused by Resident, and/or guest(s). Resident is liable for the costs of any repairs needed as a result of damage caused by Resident and/or guest(s). Resident shall indemnify owner against all claims of liability for personal injury or property damage that arise as a result of Resident's license of the Clubhouse/Licensed Space on the property, with the exception of any claims that may be the result of Owner's own negligent or intentional acts.

9. RELEASE FROM LIABILITY. To the greatest extent allowed by law, (a) Resident agrees to waive, defend, hold harmless and indemnify Owner and Owner's agents from and against any claim(s), liabilities, or actions of any nature you may ever have against Owner related to the use of the Clubhouse/Licensed Space under the Agreement, including attorney fees and costs, including those attorney fees and costs incurred upon any appeal; (b) Resident agrees to assume all risks associated with the use and enjoyment of the Clubhouse/Licensed Space; (c) Owner assumes no responsibility for any damage to or loss of property by the Resident and/or guest(s), or person(s) who trespass on the Clubhouse/Licensed Space during the Resident's use of the Clubhouse/Licensed Space.

10. NO RESIDENTIAL TENANCY. This Agreement shall not be deemed in any manner so as to create any residential landlord/tenant relationship by and between the parties hereto and shall be deemed separate and independent from the parties' residential lease contract. This Agreement shall not constitute an amendment to the parties preexisting residential lease contract.

11. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(signs below)

Date of Signing Agreement

NOT A VALID FORM



**COMMUNITY POLICIES, RULES AND REGULATIONS
ADDENDUM**



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: _____

Resident(s): _____

Unit No./Address: _____

Lease Date: _____

I. GENERAL CONDITIONS FOR USE OF APARTMENT PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Apartment Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S) OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

II. POOL. This Community DOES; DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

III. FITNESS CENTER. This Community DOES; DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) _____ (3) _____ (5) _____
(2) _____ (4) _____ (6) _____

IV. PACKAGE RELEASE. This Community DOES; DOES NOT accept packages on behalf of Residents.

For communities that do accept packages on behalf of its Residents:

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

- V. **BUSINESS CENTER.** This Community DOES; DOES NOT have a business center. Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to _____ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.
- VI. **AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:
- Only _____ vehicle per licensed Resident is allowed.
 - All vehicles must be registered at the Management office.
 - Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a _____ hour notice is placed on the vehicle.
 - Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
 - The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
 - Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
 - Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.
- VII. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:
- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
 - No person shall knowingly maintain a fire hazard.
 - **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of _____ feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
 - **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
 - Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in apartments, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
 - No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
 - Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.
- VIII. **EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' apartment several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' apartment, and give Resident instructions for the preparation of the apartment and safe contact with insecticides. Residents will be responsible to prepare the apartment for extermination in accordance with Owner's instructions. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**
- Clean in all cabinets, drawers and closets in kitchen and pantry.
 - If roaches have been seen in closets, remove contents from shelves and floor.
 - Remove infants and young children from the apartment.
 - Remove pets or place them in bedrooms, and notify Owner of such placement.
 - Remove chain locks or other types of obstruction on day of service.
 - Cover fish tanks and turn off their air pumps.
 - Do not wipe out cabinets after treatment.
- In the case of suspected or confirmed bed bug infestation, resident will agree to the following:
- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
 - Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
 - Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.
- RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES**
- IX. **DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- X. **WATER BEDS.** Resident shall not have water beds or other water furniture in the apartment without prior written permission of Owner.
- XI. **BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.

- XII. TRASH AND RECYCLING.** You will comply with all local regulations and rules regarding trash disposal and recycling on the property. Where required, we will provide notices about trash disposal and recycling.
- XIII. SIGNS.** Resident shall not display any signs, exterior lights or markings on apartment. No awnings or other projections shall be attached to the outside of the building of which apartment is a part.
- XIV. SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.
- XV. WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.
- XVI. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

I have read, understand and agree to comply with the preceding provisions.

Resident	Date	Resident	Date
Resident	Date	Resident	Date
Resident	Date	Resident	Date
Owner Representative	Date		

NOT A VALID FORM

CONSTRUCTION ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. _____, _____

_____ (street address) in

(city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, Resident acknowledges that existing, on-going, or future construction on the property may affect your use, view, and enjoyment of such property.

4. RESIDENT ACKNOWLEDGMENT OF CONSTRUCTION ON PROPERTY. Resident acknowledges that the property, including its common areas and apartments, may currently or in the future, be under repair, renovation, improvement, or construction. Owner does not guarantee that the repair, renovation, improvement, or construction will be completed on a set date or time and therefore, is not under any obligation to have said repair, renovation, improvement, or construction completed by a set date or time. Resident also acknowledges that the repair, renovation, improvement, or construction does not represent a breach of Owner's obligations under the Lease Contract.

5. USE OF AMENITIES AND SERVICES. Repair, renovation, improvement, or construction at the property may create conditions where Resident's use of the property's amenities and services may be limited or not available.

6. NOISE AND OTHER DISTURBANCES. Repair, renovation, improvement, or construction at or near the property may create noise or other disturbances, and the property itself, or portions thereof, may be unfinished for some time with respect to landscaping, building exteriors, interiors, amenities, walkways, lighting and the like. Resident acknowledges that these conditions may create inconveniences that may be beyond the control of the Owner. Resident agrees that despite these inconveniences, the obligations of the Resident, including payment of rent, as set forth in the Lease Contract will still be in effect.

7. RELEASE OF LIABILITY. To the extent allowed by state law or local ordinance, by signing this Addendum, Resident agrees to waive all claims related to Resident's inability to access, use, and enjoy the amenities, services, and facilities affected by existing, on-going, or future repair, renovation, improvement, or construction on the property.

The existing, on-going, or future construction at the property includes:

Title/Description: _____

Anticipated Start Date: _____

Anticipated End Date: _____

To the extent allowed by state law or local ordinance, Resident further agrees that any inconvenience associated with the repair, renovation, improvement, or construction, such as, but not limited to, those disclosed herein, will not be deemed to give Resident any offset to rent obligations, or other compensation, nor will they be the basis for a complaint(s) or defense(s) against Owner for rent relief, constructive eviction, fitness and habitability, peaceful and quiet enjoyment, nuisance, or any other claim, right or remedy.

8. DELAY OF OCCUPANCY. Resident acknowledges that occupancy of the apartment may be delayed due to repair, renovation, improvement, or construction of the property, including common areas and apartments. Such repair, renovation, improvement, or construction may cause unforeseen delays due to scheduling conflicts, delay in permit issuance, acts of God, and other things beyond the control of Owner. The Lease Contract will remain in effect subject to: (1) the start date of the term of the lease contract shall be changed to the first day that Owner provides Resident the apartment for occupancy, and rent shall be abated until occupancy is provided; and (2) your right to terminate as set forth in your Lease Contract under DELAY OF OCCUPANCY, and in accordance with applicable state law or local ordinance.

9. DISPLACEMENT. To the extent allowed by state law or local ordinance, in the event Resident must be displaced from the apartment that is the subject of the Lease Contract due to repair, renovation, improvement, or construction in or around the apartment, Owner, at Owner's sole option, shall transfer Resident to another apartment within the apartment community that is not affected by the repair, renovation, improvement, or construction or shall provide appropriate comparable accommodations for Resident. However, in the event of Resident's displacement and subsequent re-location, the terms of the Lease Contract, including but not limited to the payment of rent shall remain in full force and effect.

10. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease contract and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

11. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(signs below)

Date of Signing Addendum

SAMPLE FORM
NOT A VALID FORM



COVID-19 EVICTION NOTICE
CONSUMER FINANCIAL PROTECTION BUREAU
DISCLOSURE OF CONSUMER RIGHTS



1. DWELLING UNIT DESCRIPTION. Unit No. _____, _____
_____ (street address) in _____ (city),
Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: _____

Owner's name: _____

Residents (list all residents):

3. DATE THIS DISCLOSURE WAS PROVIDED TO THE ABOVE-NAMED RESIDENT(S) IN CONJUNCTION WITH THE SERVICE OF AN APPLICABLE EVICTION NOTICE: _____

Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under the laws of your State, territory, locality, or tribal area, or under Federal law.

Learn the steps you should take now:

- visit www.cfpb.gov/eviction;
- or call a housing counselor at 800-569-4287.

Owner or Owner's Representative
(signs below)

PROOF OF SERVICE

STATE OF ILLINOIS)

)SS

COUNTY OF _____)

_____, certifies and says that he/she served the foregoing "Notice of Termination of Tenancy" on the _____ day of _____, _____, as follows:

- By delivering a true copy thereof to the within named Tenant, _____.
- By leaving a true copy thereof with _____, a person above the age of thirteen years or older, residing on or in possession of the premises.
- By sending a true copy thereof to the within named Tenant, _____, by certified or registered mail, returned receipt requested.
- By posting a true copy thereof on the Lessee's door to the premises, no one having answered, pursuant to paragraph 32 (Default by Resident) of the Apartment Lease Contract.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this Proof of Service are true and correct.

Signature of person serving the notice



**COOK COUNTY 10-DAY NOTICE OF TERMINATION OF TENANCY
(Not For Use In Chicago)**



To: _____

/and all other occupants and lessees
 located at _____

You are hereby notified that your right of possession of the following described premises, to wit: _____; together with all other accommodations used by you in connection therewith, will be terminated as follows:

- (1) You have breached the terms of your lease for the above accommodations, as follows:
 Violation of Lease Paragraph _____
 The foregoing violation arising from _____

Subject to local ordinance, the undersigned hereby elects to terminate your right of possession, and you are notified to quit and deliver up possession of the same within ten (10) days from the date of service hereof.

Unless you promptly comply with the above, suit will be instituted for possession, for rental due, and for the costs of such proceeding.

Dated this _____ day of _____, _____

 Lessor

By: _____
 Agent for Owner

PROOF OF SERVICE

STATE OF ILLINOIS)
)SS
 COUNTY OF _____)

_____, certifies and says that he/she served the foregoing "Notice of Termination of Tenancy" on the _____ day of _____, _____, as follows:

- By delivering a true copy thereof to the within named Tenant, _____.
- By leaving a true copy thereof with _____, a person above the age of thirteen years or older, residing on or in possession of the premises.
- By sending a true copy thereof to the within named Tenant, _____, by certified or registered mail, returned receipt requested.
- By posting a true copy thereof on the Lessee's door to the premises, no one having answered, pursuant to paragraph 32 (Default by Resident) of the Apartment Lease Contract.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this Proof of Service are true and correct.

 Signature of person serving the notice

**COOK COUNTY LEASE CONTRACT
SPECIAL PROVISIONS ADDENDUM**



APARTMENT DESCRIPTION. Unit No. _____, _____
_____ (street address) in
_____ (city) Cook County, Illinois, _____ (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: _____
Owner's Name: _____

Residents (list all residents): _____

This Special Provisions Addendum is an addendum to the Cook County Apartment Lease Contract, as referenced above, and is hereby incorporated into the Cook County Apartment Lease Contract, by reference, as though fully set forth therein. If the Apartment referenced above is subject to the Cook County Residential Tenant Landlord Ordinance [RTLO], and there are provisions in the Addenda attached hereto as part of the Cook County Apartment Lease Contract, or the Cook County Apartment Lease Contract, that conflict with the RTLO's requirements, then the provisions of the RTLO apply, supersede, and control.

NOT A VALID FORM

Resident(s) (All residents must sign)

Date of Signing Addendum

Owner or Owner's Representative

Date of Signing Addendum



COOK COUNTY APARTMENT LEASE CONTRACT



Date of Lease Contract: _____
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. PARTIES. This Lease Contract is between you, the resident(s) (list all people signing the Lease Contract):

and us, the owner: _____

(legal entity of the apartment community). You've agreed to rent Apartment No. _____, at _____

_____ (street address) in _____ (city), Illinois, _____ (zip code) (the "apartment" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest, agents, or assigns). If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

IDENTIFICATION OF OWNER AND AGENTS

Owner or Authorized Management Agent:

NAME

ADDRESS

CITY

TELEPHONE NUMBER

Person Authorized to Act on Behalf of Owner for Purpose of Service of Process and Receipting for Notices:

NAME

ADDRESS

CITY

TELEPHONE NUMBER

2. OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than _____ consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. LEASE TERM. The initial term of the Lease Contract begins on the _____ day of _____, _____, and ends at 11:59 pm the _____ day of _____, _____ (year).

Renewal. This Lease Contract will automatically renew month-to-month unless you give us at least _____ days (not less than 30 days and not more than 90 days) written notice of your intent to move-out as required by paragraph 45 (Move-Out Notice) and we give you notice of termination or non-renewal pursuant to local ordinance.

If the number of days isn't filled in, at least 30 days notice is required.

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ _____, due on or before the date this Lease Contract is signed.

Your security deposit will be kept in a segregated account at (name of financial institution):

5. KEYS. You will be provided _____ apartment key(s), _____ mailbox key(s), _____ FOB(s), and/or _____ other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. RENT AND CHARGES. Unless modified by addenda, you will pay \$ _____ per month for rent, payable in advance and without demand on or before the first day of every month:

- at the on-site manager's office, or
- at our online payment site, or
- at _____

Concession Granted:

NO CONCESSIONS GRANTED.

Prorated rent of \$ _____ is due for the remainder of (check one): 1st month or 2nd month, on _____, _____. Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute or ordinance. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. The monthly rent shall be increased \$10.00 per month for the first \$1000.00 in monthly rent plus five (5%) percent per month for any amount in excess of \$1000.00 in monthly rent if paid after the _____ day of the month. Rent shall be considered received, if mailed on the date of receipt. You will also pay a charge of \$ _____ for each returned check or rejected electronic payment as additional rent. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

7. **UTILITIES.** We'll pay for the following items, if checked:
- water gas electricity master antenna
 wastewater trash cable TV
 other _____

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected for any reason—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-powered lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. If utilities are prorated by an allocation formula, we will follow the procedures of the applicable law.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We require do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

Additionally, you are [check one] required to purchase personal liability insurance not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, may be an incurable breach of this Lease Contract and may result in the termination of your tenancy and eviction and/or any other remedies as provided by this Lease Contract, or local ordinance, or state law.

9. **NO ALTERATIONS.** You shall not make any alterations to the premises nor install any appliances, locks or other equipment of any kind without our prior written consent. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair, install, change or rekey the same device during the 30 days preceding your request and we have complied with your request.

10. **DEFINITION OF THE TERM "APARTMENT."** "Apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, storerooms for your exclusive use.

Special Provisions and "What If" Clauses

11. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See any additional special provisions.

12. **DAMAGES AND REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants. **Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from you or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.** We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. **PROPERTY LEFT IN APARTMENT.** We may remove any abandoned property left in the unit as provided by state law or local ordinance.

14. **FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent be immediately due. We also may end your right of occupancy and recover damages, future rent, attorney's fees unless prohibited by law or local ordinance, court costs, and other lawful charges as provided by law, court rules, statute or ordinance. Our rights and remedies under paragraph 33 (Default by Resident) apply to acceleration under this paragraph.

15. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 11 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable

changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, in compliance with state law and local ordinance, we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 45 (Move-Out Notice).

16. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you during or after the initial term as set forth in paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. **AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT.** Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment unit itself, such that

we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, or ancillary areas reserved for your exclusive use, such as a storage or parking space, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we

receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

18. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

19. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all apartments in the community and do not change dollar amounts on page 1 of this Lease Contract.

20. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles and you must comply with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. If you allow an excluded person onto the property it is grounds for termination of your tenancy.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

21. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others. You are responsible for the conduct of your occupants and guests. You nor any people living with you or visiting you shall have been convicted of a crime relating to illegal sexual conduct nor shall be a registered sex offender in any state.

22. PARKING. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment or on sidewalks, under stairwells, or in handicapped

parking areas. We may have unauthorized or illegally parked vehicles towed under an appropriate law. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated “no parking” area; or
- (10) is parked in a space marked for other resident(s) or apartment(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

23. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraphs 11 (Special Provisions), 16 (Delay of Occupancy), 45 (Move-Out Notice), or pursuant to statute or ordinance, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

24. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

25. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, window latches, and other access control devices.

Smoke and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors only if required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and carbon monoxide detectors on a regular basis, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us in writing. Neither you nor others may disable the smoke detectors nor the carbon monoxide detectors. If you damage or disable the smoke detector or the carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us for actual damages and, unless prohibited by law or local ordinance, attorney's fees. If you disable or damage the smoke detector or the carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you may be liable to us and others for any loss, damage, or fines from fire, smoke, or water and you may be in violation of Illinois law and local ordinance.

Carbon Monoxide Instructions and Disclosure. We'll furnish one approved carbon monoxide detector in your apartment as required by Illinois law and local ordinance, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, test the detector, and provide general maintenance. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report carbon monoxide detector malfunctions to us in writing. Neither you nor others may disable carbon monoxide

detectors. If you damage or disable the carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us for actual damages and, unless prohibited by law or local ordinance, attorney's fees. If you disable or damage the carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you may be liable to us and others for any loss, damage, or fines and you may be in violation of Illinois law and local ordinance.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services to the extent allowed by applicable law.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must notify us and furnish us with the law-enforcement agency's incident report number upon request.

26. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. You will be given an Inventory and Condition form on or before move-in. You must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute, ordinance, or by us in writing, you must not make any alterations to the premises, nor perform any repairs, painting, wallpapering, carpeting, or electrical changes, nor install any appliances, locks or other equipment of any kind, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. We will permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, carbon monoxide detectors, radon detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

27. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE,

FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress as described in Paragraph 25 - Resident Safety and Property Loss). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part unless authorized under Illinois law or local ordinance.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

28. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing, if we deem it necessary, and we may withhold these amounts from your security deposit as describe in paragraph 49 (Security Deposit Interest, Deductions and Other Charges).

29. WHEN WE MAY ENTER. You will not unreasonably withhold consent for us to enter your apartment at reasonable times for reasonable purposes as provided by statute or ordinance. To the extent required by law, we will give you 2 days' written notice before entering your apartment in the event of a non-emergency.

30. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security deposit refunds may be by one check jointly payable to all residents; the check and any deduction itemizations may be mailed to one resident only.

Replacements

31. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed *only when we expressly consent in writing, which we will not*

unreasonably withhold. We will accept a reasonable sublease as provided by statute or ordinance. To the extent allowed by law, we may charge a subletting fee.

Responsibilities of Owner and Resident

32. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 26 (Condition of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

33. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you move out before your lease expires without paying rent through the end of the lease term or renewal period; (3) you fail to give written move-out notice as required by 45 (Move-Out Notice); (4) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (5) you abandon the apartment; (6) you give incorrect or false answers in a rental application; (7) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia, or illegal sexual activity; (8) any illegal drugs, illegal weapons, or drug paraphernalia are found in your apartment; or (9) you or any guest or occupant engages in any of the prohibited conduct described in paragraph 21 (Prohibited Conduct). If you or any other residents or occupants, on one or more occasions, uses or permits the use of the apartment or leased premises for the commission of a felony or class A misdemeanor under the laws of this state, we shall have the right to void the lease and recover the apartment. We will mitigate our damages to the extent required by Illinois law.

Lease Renewal When A Breach or Default Has Occurred.

In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, we may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

Notice and Eviction. If you default due to non-payment of rent, we may end your right of occupancy by giving you a five-day written notice to vacate. If you default by breaching the lease for reasons other than non-payment of rent, we may end your right of occupancy by giving you ten days' written notice to vacate.

Notice may be served by: (1) personal delivery at the apartment to you or any occupant over 13 years old; (2) by certified or registered mail, return receipt requested—the mailing of same shall constitute delivery; or (3) if no one is in actual possession, by posting the notice on the door. In addition to all of the methods of service prescribed

by 735 ILCS 5/9-211, the parties agree that notices may be served by posting a true and correct copy thereof to the door of the apartment, after knocking and no person having answered the door. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate or after filing an eviction lawsuit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right, unless otherwise provided by state law or local ordinance. Accepting money at any time doesn't waive our right to damages, or past or future rent or other sums.

Acceleration. All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; *and* (2) you've not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations to the extent required by Illinois law.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent of \$ _____ per day is due in advance and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) if you fail to vacate the apartment, and we accept subsequent rent, you will become a month to month tenant.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 11 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including Lease Contract termination. Unless a party is seeking exemplary, punitive, or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs unless prohibited by law or local ordinance. All unpaid amounts bear 9% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

General Clauses

34. FULL AND BINDING AGREEMENT. *Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract, including addendums as referenced in paragraph 52 (Originals and Attachments), is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. This Lease Contract binds subsequent owners.*

35. ELECTION OF REMEDIES. All remedies are cumulative. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our failure to enforce or belatedly enforce written-notice requirements,

rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

36. NOTICE REQUIREMENTS. Except when notice or demand is required by state law or local ordinance, you waive any notice and demand for performance from us if you default. Written or electronic notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed. All notices and documents may be in English and, at our option, in any language that you read or speak.

37. CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii)

from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

38.EMPLOYEES AND AGENTS OF OWNER. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.

39.SUBORDINATION. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.

40.DISCRETIONARY RIGHTS. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

41.OBLIGATION TO VACATE. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at

the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

42.FORCE MAJEURE. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

43.PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

44.ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

45.MOVE-OUT NOTICE. Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 23 - Release of Resident) except under any other applicable laws. If you intend to vacate the premises on the Lease End Date (as provided at paragraph 3, "Lease Term") without further liability to us for rent, **you must provide us with written notice of your intent not to renew the Lease ["Move-out Notice"]** as provided in paragraph 3 (Lease Term). Should you fail to timely provide said Move-out Notice, you will be liable to us for rent for the number of days that your written Notice is less than the number of days set forth in paragraph 3 (Lease Term). For example, if you do not provide any written Notice to us and vacate the premises on or before the stated Lease End Date of the Lease, you will be liable to us for rent for the number of days of required Notice as provided at paragraph 3 (Lease Term) as an Insufficient Notice Charge in addition to any other rent that may be due. Any Insufficient Notice Charge shall not extend the Lease Term beyond the Lease End Date. If we provide notice of termination or non-renewal pursuant to local ordinance, and you give no Notice and remain in the premises after the Lease End Date, you will be deemed a month-to-month tenant on the same terms and conditions contained herein, except that the monthly rental rate shall be an amount equal to 150% of the current market rental rate as set forth in the Lease, and said rent may be further increased upon written notice from us to you, pursuant to state law and local ordinance. If you wish to later terminate the month-to-month tenancy, you must provide **30 days** written notice to us. **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3 (Lease Term). Oral move-out notice will not be accepted and will not terminate your tenancy.
- Your move-out notice must not terminate your tenancy sooner than the end of the Lease Contract term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. You must obtain from our representative written acknowledgment that we received your move-out notice. We will notify you of our intention not to renew your Lease pursuant to state law and local ordinance, so long as you are not in default under the terms of your Lease Contract.

46.MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full.

Early move-out may result in acceleration of future rent under paragraph 33 (Default by Resident). You're prohibited from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

47.CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

48.MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

49.SECURITY DEPOSIT INTEREST, DEDUCTIONS AND OTHER CHARGES. Interest on your security deposit will be paid to you if required by Illinois law or ordinance. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke detector or carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in any valid eviction proceeding against you, plus attorney's fees, unless prohibited by law or local ordinance, court costs, and filing fees actually paid as provided by law, court rules, statute or

ordinance; and other sums due under this Lease Contract, to the extent allowed by Illinois law or local ordinance.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date; and (2) accelerated rent if you have violated paragraph 33 (Default by Resident).

50. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) plus any applicable interest, and an itemized accounting of any deductions within the time frames and parameters set forth under state law or local ordinance. If you fail to provide us with your forwarding address in writing, as required above, we will send

your security deposit refund (less lawful deductions) plus any applicable interest, and an itemized accounting of any deductions to your last known address.

Surrender. You have *surrendered* the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid—whichever date occurs first.

Abandonment. You have *abandoned* the apartment when the provisions of any applicable ordinance have been met.

Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment.

Severability, Originals and Attachments, and Signatures

51. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

52. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

NOTICE OF CONDITIONS AFFECTING HABITABILITY

We hereby acknowledge that Owner has disclosed any code violations, code enforcement litigation and/or compliance board proceedings during the previous 12 months for the apartment and common area and any notice of intent to terminate utility service, copies of which, if any, are attached to this Lease.

Date form is filled out *(same as on top of page 1).*

Name and address of locator service *(if applicable)*

Resident or Residents *(all sign below)*

Owner or Owner's Representative *(signing on behalf of owner)*

Address and phone number of owner's representative for notice purposes

You are legally bound by this document. Please read it carefully.

Before submitting a rental application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney.

Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2)

Toni Preckwinkle, President
Cook County Board of Commissioners
Sisavanh Baker, Director
Kenneth A. Gunn, Chairperson



69 W. Washington, Suite 3040
Chicago, IL 60602
P: (312) 603-1100
F: (312) 603-9988
human.rights@cookcountyil.gov

Cook County Commission on Human Rights

Cook County Renters Rights and Landlord Protections

RESIDENTIAL TENANT LANDLORD ORDINANCE SUMMARY

This is a summary of the RTLO Ordinance. The landlord must attach this Summary when offering a rental agreement and at any offering for renewal. If it is not provided, you may let the landlord know that they have 2 days to provide it. If the landlord does not, a renter may terminate their lease.

WHAT RENTAL UNITS ARE COVERED BY THE RTLO? (Sec. 42-802)

All rental units are subject to the anti-lockout provisions. For all other regulations, almost all rental units in suburban Cook County are included (including mobile homes and subsidized units) except:

- Units in owner occupied buildings with six or fewer units
- Units in hotels, motels, rooming houses, unless rent is paid on a monthly basis and unit is occupied for more than 32 days
- School dormitory rooms, shelters, employee's quarters, non-residential rental properties, and owner-occupied co-ops

A single-family home or condominium if (1) the owner is only renting that one rental property, and (2) the owner or an immediate family member has lived in the home within the year

BUT: If the residence is in an exempted unit, the landlord must notify a prospective tenant whether they are excluded from the Ordinance before accepting any fees.

IMPORTANT: This is a summary of the Residential Tenant Landlord Ordinance (RTLO). You should review the Ordinance if you have questions. You may want to consult with an attorney, an advocacy organization, or a professional association before making important decisions.

You can get a copy of the Ordinance at <https://cook-county.legistar.com>. You can find this summary translated in multiple languages on the Department of Human Rights website.

Cook County Renters Rights and Landlord Protections

LOCKOUTS PROHIBITED (Sec. 42-813)

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

- A landlord may not change or remove the locks, remove doors of a rental unit, cut off heat, utility or water service, remove tenant's personal property, or interfere with the tenant's use of the apartment.

REMEDY: The tenant may sue the landlord to get back into the unit, attorney's fees, and damages (twice the actual damages or 2 months' rent, whichever is greater).

WHAT ARE THE TENANT'S RIGHTS? (Sec. 42-805)

The tenant has the right to:

- A "habitable" unit and property maintained in compliance with the relevant building codes (Sec. 42-805(C))
- Adequate heat
- 48-hour notice before the landlord enters the unit except in emergencies
- A home free of bedbugs
- General rules, which must be in writing, about the tenant's use and occupancy of the unit.

WHAT DOES THE TENANT HAVE A RIGHT TO KNOW? (Sec. 42-805)

The landlord must disclose certain information to the tenant:

- The owner's or manager's name, address, and telephone number, including when there is a change of ownership
- Estimated or average utility costs for the past 12 months paid by the tenant to the landlord or utility company, if known by the landlord
- If the property has had any building code violations in the last year
- If a municipality or other utility company threatens to cut off utility service
- If the property has any known lead hazards
- If the landlord has or gets a foreclosure notice.

REMEDY: If the landlord does not disclose this information, the tenant must give the landlord a notice of 2 business days and wait to see if the landlord provides the information. If not, the tenant may be able to end the rental agreement.

WHAT CAN BE INCLUDED IN A LEASE? (Sec. 42-804)

A written or verbal lease agreement may not include certain provisions, including:

- Giving up rights to notices (like a 5-day notice)
- Giving up the right to a jury trial

Cook County Renters Rights and Landlord Protections

- Preventing the tenant from saying negative statements about the landlord
- Requiring the tenant to give a longer amount of notice for moving than the landlord gives the tenant for not renewing the lease
- Letting the landlord apply rent payments to other costs that the landlord charges to the tenant (like utilities)
- Setting late fees of more than \$10 if the rent is \$1000 or below and more than \$10 plus 5% for any amount of rent over \$1000
- Requiring the tenant to pay attorney's fees in an eviction case.

WHAT CAN THE TENANT DO IF THE LANDLORD DOES NOT MAINTAIN THE UNIT? (Sec. 42-806)

The tenant must give the landlord a written notice and time to make repairs. If the landlord does not make repairs after notice of 14 days, the tenant may:

- Hold back a reasonable portion of rent to reflect the reduced value of the unit;
- Make minor repairs costing less than the greater of \$500.00 or one-half month's rent and submit receipts to the landlord to deduct that cost from rent
- End the lease when severe violations are present and vacate within 30 days
- File a court case for damages and injunctive relief
- In case of a fire or other disaster, find another place to stay and end the lease.

BUT: A tenant may not use these remedies if the tenant or guest caused the condition.

WHAT CAN THE TENANT DO IF THE LANDLORD FAILS TO PROVIDE ESSENTIAL SERVICES (HEAT, RUNNING OR HOT WATER, ELECTRICITY, GAS, OR PLUMBING)? (Sec. 42-806(D))

If the landlord fails to correct the condition after the tenant gives written notice, the tenant may:

After 24 hours –

- 1) Withhold a reasonable portion of rent to reflect the reduced value of the unit
- 2) Get services, and internet if the lease requires it, and deduct costs from rent after giving receipts to the landlord
- 3) Recover damages and reasonable attorney fees or
- 4) Make landlord pay for substitute housing until condition fixed.

After 72 hours –

- 1) End rental agreement and
- 2) Vacate unit within 30 days.

BUT: The tenant may not exercise this remedy if the tenant or utility supplier caused the condition.

Cook County Renters Rights and Landlord Protections

WHAT ARE TENANT'S DUTIES UNDER THE ORDINANCE? (Sec. 42-807)

The tenant, the tenant's family, and invited guests must:

- Comply with the obligations imposed on tenants by relevant municipal codes
- Keep their unit safe, use appliances in a safe manner, dispose of their garbage, and not deliberately damage or remove any property
- Not disturb the other tenants
- Allow reasonable access to the unit with landlord notice of, for example, routine and emergency maintenance, unit inspections and to show the unit
- Notify the landlord in writing within 48 hours of seeing bed bugs.

WHAT ARE THE LANDLORD'S RIGHTS? (Sec. 42-808)

The landlord may adopt reasonable rules and regulations for the safety of their property and the convenience of co-located tenants. Landlords must provide a copy of the rules and regulations before the tenant moves in. If the landlord adopts the rules after the tenant moves in, the new rules do not apply to the tenant until the tenant agrees in writing.

CAN THE LANDLORD ACCESS A UNIT? (Sec. 42-808(B))

- A tenant must allow reasonable access to enter the unit if the landlord gives 2 days' notice by mail, telephone, written notice or other means designed in good faith to provide notice.
- A landlord may give a general notice to all tenants if the landlord needs to make a repair on common areas or in other nearby units.
- The landlord may enter the unit without prior notice if emergency or repairs require access immediately. If emergency access was necessary, the landlord must provide tenant with notice of entry within 2 days after the emergency entry.
- Otherwise, the landlord should enter at reasonable times (8:00 AM – 8:00 PM or at tenant's request).

A tenant landlord may enter the rental unit to:

- Inspect the premises as required by a government agency
- Make necessary repairs, alterations, improvements where access is required.
- Supply necessary services
- Show the unit to a prospective purchasers or workmen
- Show the dwelling unit to prospective tenants within 60 days of the expiration of the rental agreement.

REMEDY: If the landlord makes an unlawful or unreasonable entry, repeatedly demands entry, or makes the tenant feel harassed, the tenant may file suit and recover 1 month's rent or twice the damages, whichever is greater, and attorney's fees.

Cook County Renters Rights and Landlord Protections

WHAT IF THE TENANT VIOLATES THE LEASE? (Sec. 42-809)

LATE RENT. If the tenant pays rent late, the landlord can charge a late fee. If the tenant does not pay rent, the landlord may give the tenant a 5-day notice.

- The late fee is \$10 if the rent is \$1000 or less.
- If the rent is more, the late fee is \$10 plus 5% of the amount over \$1000.

REMEDY:

- The tenant has the right to pay the back rent during the 5-day notice. If the tenant does not pay, the landlord can file an eviction.
- The tenant still has the right to pay the rent and certain additional costs after the landlord has filed an eviction case. If rent and fees are paid in full, then the landlord must dismiss the case. The tenant can only “pay and stay” and cause the landlord to dismiss a court case 1 time.

OTHER LEASE VIOLATIONS

If the tenant violates the lease in a material way other than not paying rent, the landlord may give the tenant a 10-day notice.

REMEDY: The tenant has the right to fix the problem within the 10 days. If the landlord accepts the rent due or does not file an eviction 30 days after giving either a 5-day or a 10-day notice, then the landlord cannot file an eviction case.

OTHER NON-RENEWAL. The landlord needs to give the tenant a 60-day notice to renew or end the lease.

REMEDY: If the landlord does not give a 60-day notice, the tenant may stay for 120 days after written notice is given. During this time, the terms and conditions of the lease stay the same.

WHAT HAPPENS IF THE LANDLORD THINKS THE TENANT HAS ABANDONED THE UNIT? (Sec. 42-809(B)(2))

If the landlord believes that the tenant has abandoned the unit, the landlord can try to rent it to someone else. The landlord may decide that the tenant has abandoned the unit only if the tenant:

- Gave the landlord written notice that the tenant has abandoned the unit, or
- Has not been in the unit for 32 days, removed their property, and not paid rent.

If the landlord believes that the tenant has abandoned possessions in the unit, the landlord needs to hold onto the property and determine its value.

- For property without value: Throw away after 7 days without notice.
- For property with value: Give tenant written notice to remove property within 7 days. Landlord may sell the property and keep the proceeds for the tenant. The landlord may keep the money if the tenant does not claim it within 1 year.

Cook County Renters Rights and Landlord Protections

CAN THE LANDLORD ACCEPT SUBLEASES? (Sec. 42-809)

The landlord should accept reasonable subleases.

If a tenant moves prior to the end of the rental agreement, the landlord must make a good faith effort to find a new tenant at a fair rent.

BUT: If the landlord is unsuccessful in re-renting the unit, the tenant remains liable for the rent, as well as the landlord's cost of advertising.

WHAT ARE THE REQUIREMENTS FOR MOVE-IN FEES? (Sec. 42-804)

A landlord may charge a move-in fee, but must:

- Charge a move-in fee only that is reasonable and related to the cost of the tenant moving in
- Give an estimate of the move-in fee which includes detail of the landlord's cost of the tenant moving in
- Not change the name of a fee or deposit to get around these rules.

WHAT HAPPENS WHEN THE TENANT THINKS THE LANDLORD IS RETALIATING? (Sec. 42-812)

The tenant has the right to complain or speak publicly about their tenancy to governmental agencies or officials, police, media, community groups, tenant unions or the landlord.

The landlord cannot retaliate by terminating or threatening to end a lease, increasing rent, decreasing services, bringing or threatening to bring an eviction action, or refusing to renew a lease agreement in reaction to a tenant making a complaint.

The tenant may claim retaliation as a defense to an eviction or as a case against the landlord and shall receive damages and attorney's fees if the tenant succeeds.

BUT: The landlord may still end a lease or increase rent if the landlord has a legitimate reason to do so that is not related to any complaints by the tenant. The landlord may rebut the tenant's retaliation claim from 1-year prior by proving a legitimate, non-retaliatory basis for the conduct. A landlord's behavior is not retaliatory if a code violation was caused by the tenant, family member of the tenant, or guest of the tenant. If a tenant makes a complaint of retaliation after the notice of a rent increase, there will not be a presumption of retaliation.

FREE LEGAL ASSISTANCE:

Call (855) 956-5763
or visit www.cookcountylegalaid.org

Cook County
LEGAL AID
for Housing and Debt 

*Helping you resolve eviction, foreclosure,
debt, and tax deed issues.*

www.cookcountylegalaid.org

Updated May 4, 2021

Cook County Renters Rights and Landlord Protections

WHAT ARE THE SECURITY DEPOSIT REQUIREMENTS? (Sec. 42-811)

A landlord may charge a security deposit, but must:

- Charge no more than 1.5 times monthly rent for security deposit
- Give a receipt for a security deposit that provides the owner's name, the date it was received and a description of the dwelling unit. It must be signed by the person accepting the security deposit, unless the tenant pays the security deposit by electronic funds transfer, then landlord may give an electronic receipt
- Hold all security deposits in a federally insured account in an Illinois financial institution separate from the landlord's other accounts
- Tell the tenant in writing the name of the financial institution where the landlord will deposit the security deposit
- Inform the tenant of the new account if the landlord transfers the security deposit into a new account
- Return the security deposit within 30 days after the tenant moves out
- Only keep money from the security deposit if the tenant owes rent or court fees, if the landlord has gone to court (but not attorney's fees) or for reasonable costs that the landlord has paid for the repair of the unit (but not costs for "ordinary wear and tear")
- Provide a detailed explanation of the costs within 30 days if the landlord has kept money from the security deposit for repair
- Be responsible to return the security deposit if the landlord sells the property until the first landlord gives the money to the second landlord and gives the tenant written notice; then the second landlord is responsible for the security deposit.

REMEDY: If the landlord charges too much for security deposit, does not return the security deposit, or does not give the tenant proof of the expenses for any repairs deducted from the security deposit, the tenant may sue the landlord and shall receive damages equal to 2 times the security deposit plus attorney's fees.

If the landlord makes a mistake with the paperwork on the security deposit, the tenant must first give the landlord a notice and wait 2 business days to see if the landlord corrects the paperwork. If the paperwork is not corrected, the tenant may sue the landlord.

If the landlord does not give the proper receipt for the security deposit, the tenant is entitled to the immediate return of the security deposit.

**ACKNOWLEDGMENT OF RECEIPT OF COOK COUNTY
RESIDENTIAL TENANT LANDLORD ORDINANCE SUMMARY**

This Acknowledgment is incorporated into the Apartment Lease Contract dated _____
between _____

_____ (“We” and/or “we” and/or “us”) and _____

_____ (“You” and/or “you”) of Unit No. _____ located at _____

(street address)

in _____ and is in addition
to all terms and conditions in the Apartment Lease Contract.

In accordance with Cook County Ordinance, we are delivering to you a copy of the Summary of the Cook County Residential Tenant Landlord Ordinance as prepared by Cook County. Resident(s) hereby acknowledges receipt of this summary.

Resident or Residents
(All residents must sign here)

Owner or Owner’s Representative
(signs here)

Date

NOT A VALID FORM



COOK COUNTY BED BUG ADDENDUM



Date: _____
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your apartment or surrounding apartments. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. APARTMENT DESCRIPTION.

Unit No. _____,

_____ (street address) in

(city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the apartment or personal property in the apartment. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the apartment at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere

with inspections or treatments. We have the right to select any licensed pest control professional to treat the apartment and building, and we can select the method of treating the apartment, building and common areas for bed bugs, in accordance with applicable laws and ordinances. We will also inspect and/or treat adjacent or neighboring apartments to the infestation even if those apartments are not the source or cause of the known infestation.

6. NOTIFICATION. You must notify us, in writing, within 48 hours:

- of any known or suspected bed bug infestation or presence in the apartment, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the apartment.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. COOPERATION. You must cooperate and coordinate with us and our pest control agents to treat and eliminate any confirmed or suspected infestation of bed bugs. You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. You must make any necessary preparations, such as cleaning, dusting or vacuuming, prior to treatment in accordance with the recommendations of the licensed pest control service that we have provided. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing, and possessions treated accordingly to accepted treatment methods established by a licensed pest control firm that we approve. You must remove or destroy personal property that cannot be treated or cleaned as determined by the licensed pest control professional we have provided. Any items you remove from the apartment must be disposed of off-site in an enclosed plastic bag and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your apartment, we have the right to require you to temporarily vacate the apartment and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. RESPONSIBILITIES. If you fail to comply with any of the requirements contained in this Addendum, you may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your apartment for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your apartment, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring apartments to your apartment, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other apartments. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the apartment. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

9. TRANSFERS. If we allow you to transfer to another apartment in the community because of the presence of bed bugs, you must follow all directions from us or our agents to clean and treat your personal possessions, including clothing, furniture, or other personal property, and you must remove or destroy personal property that cannot be treated or cleaned, as determined by the licensed pest control professional we have provided.

10. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

You are legally bound by this document. Please read it carefully.

By signing below, you acknowledge that you have received a copy of the information brochure, published by the EPA, entitled Bed Bug Prevention, Detection and Control.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

NOT A VALID FORM



Bed Bug Prevention, Detection and Control

Pesticide Safety First!
Read the Label.

Day-to-Day Prevention

- ◆ Bed bugs are excellent hitchhikers, so be extra careful when traveling (see tips below).
- ◆ Change and wash bedding regularly.
- ◆ Do not bring second-hand furniture into your home unless you have thoroughly inspected and cleaned the items first.
- ◆ Reduce clutter.

Traveling Tips

- ◆ Inspect mattress and headboard with flashlight.
- ◆ Keep bags, luggage, and backpacks off the bed. Inspect and then use a luggage rack.
- ◆ Never place clothes, or jackets, on bed or couch. Do not store clothes in dresser.
- ◆ If you are concerned about exposure, after travel, seal all items in plastic bags until time for washing or treatment.
- ◆ Unpack clothes directly into washer / dryer.
- ◆ Inspect luggage closely with flashlight and magnifying glass for bed bugs upon returning home.

Bites and Disease

Bed bugs are not known to transmit disease. Bites are often painless and occur at night while you are sleeping. Some people suffer allergic reactions and develop painful swelling.

How to Hire a Pest Control Operator

- ◆ Call several licensed and insured companies, compare services and get written estimates.
- ◆ Insist on and check references.
- ◆ Look for companies that:
 - ◆ offer an IPM solution
 - ◆ offer both chemical and non-chemical treatment options
 - ◆ give a pre-treatment check-list
 - ◆ perform pre-treatment inspection
 - ◆ recommend both interceptors and encasements
 - ◆ offer two or more service visits and follow-up



Before Using Pesticides

- ◆ Some pesticides are considered minimum risk. EPA does not register and check for effectiveness of these products. These products do not have EPA registration numbers on the label.
- ◆ Never use outdoor pesticides indoors.
- ◆ Some pesticides and total release foggers are highly flammable. Improper use may cause a fire.
- ◆ Never overuse pesticides. More is not better!
- ◆ Read, understand, and follow the label-use directions.

Bed bugs are parasites that seek out sleeping people or animals for a blood meal. After feeding, they hide. It is challenging, but not impossible, to prevent, detect and control bed bugs due to their small size and ability to squeeze into cracks and crevices, where they are often unnoticed.

Pesticides alone generally will not eliminate bed bugs. Effective bed bug control requires Integrated Pest Management (IPM). IPM is an environmentally sensitive approach to pest management that relies on knowledge of the pest, plus common sense practices, such as inspection, monitoring, reducing clutter, the use of physical barriers, and the judicious use of pesticides.



Be Alert, Be Aware,
Bed Bugs Could be Anywhere!



735F12013

For more information on bed bugs and IPM go to:
www.epa.gov/bedbugs
Pesticide Poisoning: Call 1-800-222-1222

The important thing is to act fast — before they have time to multiply.



Actual size



Bed Bug Identification

- ◆ Eggs: tiny, white, and glued to surfaces.
- ◆ Nymphs are light colored, from 1/16th”.
- ◆ Adults are rusty red, apple seed sized, 3/8”.
- ◆ Six legs, oval, flattened from top to bottom.
- ◆ Do not jump or fly, but are good runners.
- ◆ They tend to congregate together.
- ◆ They can live several months without a blood meal.
- ◆ **Important:** Capture several examples of the pest and have them identified by a qualified expert before taking any further actions.

Signs of Bed Bugs

- ◆ Small, whitish shed skins and rusty spots on bed linens which are droppings and blood stains from crushed bugs.
- ◆ Live bed bugs of any size.
- ◆ Eggs and casings among droppings or in crevices where adults hide.
- ◆ An offensive, sweet, musty odor from the bed bugs when infestations are severe.
- ◆ You may have red, itchy welts or rashes from bites; however, bite marks are **not** a reliable indication of a bed bug infestation.

Bed bugs are no one's fault. They don't discriminate - anyone can have them.

Early detection and prompt response will avoid larger problems.

Where do Bed Bugs Hide?

- ◆ Mattresses, box springs, bed frames and head boards (along seams and piping, under handles and labels).
- ◆ Under the thin dust cloth on bottom of box spring.
- ◆ Seams and fabric folds in curtains and under furniture, including chairs and sofas.
- ◆ Under wall-to-wall carpeting and padding.
- ◆ Anywhere there are cracks, crevices or nail holes in walls, and under wood moldings and baseboards.
- ◆ Under loose wallpaper and seams, and where ceiling and wall meet.
- ◆ In and behind picture frames and mirrors.
- ◆ Clothing and clutter stored in closets, under beds and elsewhere.
- ◆ Inside switch plates, electrical outlets, clocks, computers, phones, televisions and smoke detectors.
- ◆ On and in recently used luggage, backpacks and bags.

Inspect carefully



Don't pass bed bugs onto others!

Caulk cracks and spaces



Interceptor under leg



Integrated Pest Management

1. Physical Control Methods

- ◆ Vacuuming reduces bed bug populations.
- ◆ Clean and vacuum bed bug prone areas daily.
- ◆ Immediately seal and dispose of vacuum bag.
- ◆ Install encasements on mattress and box spring.
- ◆ Install bed bug interceptors under bed and furniture legs.
- ◆ Make the bed an island: Keep bed away from wall and do not let bedding touch the floor.
- ◆ Remove clutter where bed bugs can hide.
- ◆ Isolate infested items in sealed plastic bags or containers. Treat items in hot dryer for 30 min.
- ◆ Clean and scrub seams / folds with detergent.
- ◆ Seal cracks where bed bugs can hide.
- ◆ If you live in an apartment or other multi-family dwelling, and you see a bed bug, contact your landlord immediately.

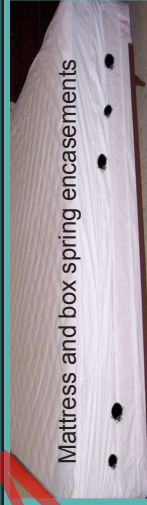
2. Non-chemical Controls

Items that cannot be washed or dried may be steamed, heated or frozen using specialized equipment. Raising the indoor temperature with a thermostat or space heaters will not work, nor will placing items in the home freezer. Contact a bed bug management professional for advice.

3. Pesticide Controls

Pesticides are an important part of the IPM toolbox. Please view cautions listed — over.

Mattress and box spring encasements



NOTICE OF CONDITIONS AFFECTING HABITABILITY
PURSUANT TO SECTION 42-810 (C) OF THE COOK COUNTY CODE

For the Property located at: _____

The following **code violations** have been cited by the municipality or other oversight body for the above-referenced property and/or common areas within 12 months prior to _____ (date of Lease):

- None
- Case Number or Compliance Board Proceeding Identification Number: _____
Violations Cited: _____

- Case Number or Compliance Board Proceeding Identification Number: _____
Violations Cited: _____

- Case Number or Compliance Board Proceeding Identification Number: _____
Violations Cited: _____

The following **utilities** are intended to be terminated for the above-referenced property and/or common areas as follows:

- None
- Type of Service & Provider: _____
Intended Date for Termination: _____
Will the termination affect the Property, common areas, or both? _____
- Type of Service & Provider: _____
Intended Date for Termination: _____
Will the termination affect the Property, common areas, or both? _____
- Type of Service & Provider: _____
Intended Date for Termination: _____
Will the termination affect the Property, common areas, or both? _____
- Type of Service & Provider: _____
Intended Date for Termination: _____
Will the termination affect the Property, common areas, or both? _____

Dated: _____

Landlord/Agent: _____

Tenant(s): _____

NOTICE OF FORECLOSURE ACTION
PURSUANT TO SECTION 42-810(G) OF THE COOK COUNTY CODE

For the Property located at: _____

The following **foreclosure action** has been filed in relation to the above-referenced property:

- None

- Case Number: _____ Court Where Action is Pending: _____
Case Name: _____

- Case Number: _____ Court Where Action is Pending: _____
Case Name: _____

This is not a notice to vacate the premise. This notice does not mean ownership of the building has changed. All tenants are still responsible for payment of rent and other obligations under the rental agreement. The owner or landlord is still responsible for their obligations under the rental agreement. You shall receive additional notice if there is a change in owner.

Dated: _____

Landlord/Agent:

Tenant(s):

NOT A VALID FORM

**COOK COUNTY RENTAL APPLICATION
FOR RESIDENTS AND OCCUPANTS**
*(Each co-applicant and each occupant 18 years old
and over must submit a separate application.)*



Date when filled out: _____

**THIS NOTICE OF NO AGENCY IS BEING PROVIDED AS
REQUIRED BY ILLINOIS STATE LAW
NOTICE OF NO AGENCY RELATIONSHIP**

Name of "Sales/Leasing Associate"

Name of "Brokerage" (Property Management Company)

Property Address

Thank you for giving Sales/Leasing Associate the opportunity to show the unit, and complete the lease application in regard to above mentioned property. Sales/Leasing Associate's Brokerage Company has previously entered into an agreement with property owner (client) to provide certain property management and real estate brokerage services to the property owner. As a result, Sales/Leasing Associate will not be acting as your agent but as the agent of the property owner.

APPLICANT INFORMATION			
Full Name <i>(Exactly as it appears on Driver's License or Govt. ID card)</i>			
Former Name <i>(if applicable)</i>		Gender <i>(Optional)</i>	
Birthdate	Social Security #	Driver's License #	State
Government Photo ID card #		Type	
Home Phone Number	Cell Phone Number	Work Phone Number	
Email Address			
Marital Status: <input type="checkbox"/> single <input type="checkbox"/> married <input type="checkbox"/> widowed <input type="checkbox"/> separated		Do you or any occupant smoke? <input type="checkbox"/> yes <input type="checkbox"/> no	
I am applying for the apartment located at: _____			
Is there another co-applicant? <input type="checkbox"/> yes <input type="checkbox"/> no			
Co-applicant Name			
Email			
Co-applicant Name			
Email			
Co-applicant Name			
Email			
Co-applicant Name			
Email			
Co-applicant Name			
Email			

OTHER OCCUPANTS			
Full Name		Relationship	
Date of Birth	Social Security #	Driver's License #	State
Government Photo ID card #		Type	
Full Name		Relationship	
Date of Birth	Social Security #	Driver's License #	State
Government Photo ID card #		Type	

OTHER OCCUPANTS (CONTINUED)

Full Name		Relationship	
Date of Birth	Social Security #	Driver's License #	State
Government Photo ID card #		Type	
Full Name		Relationship	
Date of Birth	Social Security #	Driver's License #	State
Government Photo ID card #		Type	
Full Name		Relationship	
Date of Birth	Social Security #	Driver's License #	State
Government Photo ID card #		Type	
Full Name		Relationship	
Date of Birth	Social Security #	Driver's License #	State
Government Photo ID card #		Type	

RESIDENCY INFORMATION

Current Home Address (where you live now)

City _____ State _____ Zip Code _____ Do you rent or own?

Dates: _____ \$ _____
From _____ To _____ Monthly Payment

Apartment Name _____

Landlord/Lender Name _____ Phone _____

Reason for Leaving _____

(The following is only applicable if at current address for less than 6 months.)

Previous Home Address

City _____ State _____ Zip Code _____ Do you rent or own?

Dates: _____ \$ _____
From _____ To _____ Monthly Payment

Apartment Name _____

Landlord/Lender Name _____ Phone _____

Reason for Leaving _____

EMPLOYMENT INFORMATION

Present Employer

City _____ State _____ Zip Code _____ Work Phone _____

Dates: _____ \$ _____
From _____ To _____ Gross Monthly Income

Position _____

Supervisor Name _____ Phone _____

(The following is only applicable if at current employer for less than 6 months.)

Previous Employer

City _____ State _____ Zip Code _____ Work Phone _____

Dates: _____ \$ _____
From _____ To _____ Gross Monthly Income

Position _____

Supervisor Name _____ Phone _____

ADDITIONAL INCOME

(Income must be verified to be considered)

Type _____	Source _____	\$ _____ Gross Monthly Amount
Type _____	Source _____	\$ _____ Gross Monthly Amount

CREDIT HISTORY (if applicable)

If applicable, please explain any past credit problem:

RENTAL HISTORY

(Check only if applicable)

Have you or any occupant listed in this Application ever:

- been evicted or asked to move out?
- moved out of an apartment before the end of the lease term without the owner's consent?
- declared bankruptcy?
- been sued for rent?
- been sued for property damage?

You represent the answer is "no" to any item not checked above.

REFERRAL INFORMATION

How did you find us?

- Online search. Website address: _____
- Referral from a person. Name: _____
- Social Media. Which one? _____
- Other _____

EMERGENCY CONTACT

Emergency contact person over 18, who will not be living with you:

Name _____ Relationship _____

Address _____ City _____

State _____ Zip Code _____ Home Phone # _____ Cell Phone # _____

Work Phone # _____ Email Address _____

VEHICLE INFORMATION (if applicable)

List all vehicles owned or operated by you or any occupants (including cars, trucks, motorcycles, trailers, etc.).

Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____
Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____
Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____
Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____

PET INFORMATION (if applicable)

You may not have any animal in your unit without management's prior authorization in writing. If we allow your requested animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges.

Name _____	Type _____	Breed _____
Gender _____	Weight _____	Color _____
Age _____	Assistance Animal Status: <input type="checkbox"/> yes <input type="checkbox"/> no	
Name _____	Type _____	Breed _____
Gender _____	Weight _____	Color _____
Age _____	Assistance Animal Status: <input type="checkbox"/> yes <input type="checkbox"/> no	



APPLICATION AGREEMENT

The following Application Agreement will be signed by you and all co-applicants prior to signing a Lease Contract. While some of the information below may not yet apply to your situation, there are some provisions that may become applicable prior to signing a Lease Contract. In order to continue with this application, you'll need to review the Application Agreement carefully and acknowledge that you accept its terms.

- 1. Lease Contract Information.** The Lease Contract contemplated by the parties will be the current Lease Contract. Special information and conditions must be explicitly noted on the Lease Contract.
- 2. Approval When Lease Contract Is Signed in Advance.** If you and all co-applicants have already signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease Contract, and then credit the application deposit of all applicants toward the required security deposit.
- 3. Approval When Lease Contract Isn't Yet Signed.** If you and all co-applicants have not signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
- 4. If you Fail to Sign Lease Contract After Approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract within 3 days after we give you our approval in person or by telephone or within 5 days after we mail you our approval. *If you or any co-applicant fails to sign as required, we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.*
- 5. If You Withdraw Before Approval.** *If before signing the Lease Contract, you or any co-applicant withdraws an Application or notifies us that you've changed your mind about renting the apartment, we'll be entitled to retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.*
- 6. Refund after Non-Approval.** If you or any co-applicant is disapproved or deemed disapproved, we'll refund all application deposits within _____ days (not to exceed 30 days; 30 days if left blank) of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
- 7. Extension of Deadlines.** If the deadline for signing, approving, or refunding under paragraphs 4 or 6 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.
- 8. Keys or Access Devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the Lease Contract and other rental documents; and (2) all applicable rents and security deposits have been paid in full.
- 9. Application Submission.** Submission of a rental application does not guarantee approval or acceptance. It does not bind us to accept the applicant or to sign a Lease Contract.

DISCLOSURES

- 1. Application Fee (Non-Refundable).** You agree to pay to our representative the non-refundable application fee in the amount indicated in paragraph 3. **Payment of the application fee does not guarantee that your application will be accepted.** The application fee partially defrays the cost of administrative paperwork. **It is non-refundable.**

The application fee consists of our costs in processing the application, including but not limited to:

- 2. Application Deposit (may or may not be refundable).** In addition to any application fee(s), you agree to pay to our representative an application deposit in the amount indicated in paragraph 3. *The application deposit is not a security deposit.* The application deposit will be credited toward the required security deposit or other amounts owed under the Lease Contract when the Lease contract has been signed; OR, it will be refunded under paragraph 7 of the Application Agreement if your application is not approved; OR, it will be retained by us as liquidated damages if you fail to sign or attempt to withdraw under paragraphs 4 or 5 of the Application Agreement.
- 3. Fees Due. Your Rental Application will not be processed until we receive your completed Rental Application (and the completed Rental Application of all co-applicants, if applicable) and the following fees:**
 1. Application fee (non-refundable): \$ _____
 2. Application deposit (may or may not be refundable): \$ _____
- 4. Completed Application.** Your Rental Application for Residents and Occupants will not be considered "completed" and will not be processed until we receive the following documentation and fees:
 1. Your completed Rental Application;
 2. Completed Rental Applications for each co-applicant (if applicable);
 3. Application fees for all applicants;
 4. Application deposit for the Unit.
- 5. Notice to or from Co-Applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicant is considered notice from all applicants, except as to the disclosures required by the Cook County Just Housing Ordinance.

AUTHORIZATION AND ACKNOWLEDGMENT

AUTHORIZATION

I authorize _____

(name of owner/agent) to obtain reports from any consumer or criminal record reporting agencies before, during, and after tenancy on matters relating to a lease by the above owner to me and to verify, by all available means, the information in this application, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Rental Application. Authority to obtain work history information expires 365 days from the date of this Application.

Payment Authorization

I authorize _____

(name of owner/agent) to collect payment of the application fee and application deposit in the amounts specified under paragraph 3 of the Disclosures.

Non-Sufficient Funds and Dishonored Payments.

If a check from an applicant is returned to us by a bank or other entity for any reason, if any credit card or debit card payment from applicant to us is rejected, or if we are unable, through no fault of our own or our bank, to successfully process any ACH debit, credit card, or debit card transaction, then:

- (i) Applicant shall pay to us the NSF Charge; and
- (ii) We reserve the right to refer the matter for criminal prosecution.

AUTHORIZATION AND ACKNOWLEDGMENT (CONTINUED)

ACKNOWLEDGMENT

You declare that all your statements in this Application are true and complete. You authorize us to verify the same through any means. If you fail to answer any question(s) or give false information, we may reject the application, retain all application fees and deposits as liquidated damages for our time and expense, and terminate your right of occupancy. Giving false information is a serious offense. We may at any time furnish information to consumer reporting agencies and other rental housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease Contract, the rules, and financial obligations.

This Rental Application and the Lease Contract are binding documents when signed. Before submitting a Rental Application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.

Applicant's Signature

Date

FOR OFFICE USE ONLY

Apt. name or apartment address (street, city)

Unit # or type

Person accepting application

Phone

Person processing application

Phone

Applicant or Co-applicant was notified by telephone letter email, or in person of acceptance or non-acceptance on _____.

(Deadline for applicant and all co-applicants to sign lease is three days after notification of acceptance in person or by telephone, five days if by mail.)

Name of person(s) who were notified (at least one applicant must be notified if multiple applicants):

Name(s)

Name of owner's representative who notified above person(s)

ADDITIONAL COMMENTS

SAMPLE FORM
NOT A VALID FORM



COOK COUNTY RESIDENTIAL TENANT LANDLORD ORDINANCE
LESSOR UTILITY DISCLOSURE



1. APARTMENT DESCRIPTION (the "Apartment").

Unit No. _____, at _____
(street address) in _____ (city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION (the "Lease Contract").

Lease Contract date: _____

Owner's name: _____

Residents (list all residents):

This Addendum constitutes an addendum to the above-described Lease Contract for the Apartment, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this addendum vary or contradict any terms or conditions of the Lease Contract, the addendum shall control.

3. **Utility Cost Disclosure:** Pursuant to local ordinance, Owner hereby discloses the average cost (if known to Owner) of utilities pertaining to the Apartment for the twelve-month period preceding the commencement of the above-referenced Lease Contract. **Note: The figures set forth herein are based upon utility usage by a prior resident or persons other than listed in this Disclosure, and for the 12-month period preceding the tenancy created under the above-referenced Lease Contract and may differ from what you are ultimately charged. Owner does not represent or guarantee that the figures stated below will align with or be similar to the charges you may incur based on your individual usage of any utility service.**

Gas: \$ _____ Unknown
Electric: \$ _____ Unknown
Sewer: \$ _____ Unknown
Water: \$ _____ Unknown
Trash: \$ _____ Unknown

4. **Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

This document is legally binding and should be reviewed with care prior to signing.

Resident or Residents
(All Residents must sign here)

Owner or Owner's Representative
(Sign here)

Date of Signing Addendum





Cook County Commission on Human Rights

Cook County Renters Rights and Landlord Protections

RESIDENTIAL TENANT LANDLORD ORDINANCE SUMMARY

This is a summary of the RTLO Ordinance. The landlord must attach this Summary when offering a rental agreement and at any offering for renewal. If it is not provided, you may let the landlord know that they have 2 days to provide it. If the landlord does not, a renter may terminate their lease.

WHAT RENTAL UNITS ARE COVERED BY THE RTLO? (Sec. 42-802)

All rental units are subject to the anti-lockout provisions. For all other regulations, almost all rental units in suburban Cook County are included (including mobile homes and subsidized units) except:

- Units in owner occupied buildings with six or fewer units
- Units in hotels, motels, rooming houses, unless rent is paid on a monthly basis and unit is occupied for more than 32 days
- School dormitory rooms, shelters, employee's quarters, non-residential rental properties, and owner-occupied co-ops

A single-family home or condominium if (1) the owner is only renting that one rental property, and (2) the owner or an immediate family member has lived in the home within the year

BUT: If the residence is in an exempted unit, the landlord must notify a prospective tenant whether they are excluded from the Ordinance before accepting any fees.

IMPORTANT: This is a summary of the Residential Tenant Landlord Ordinance (RTLO). You should review the Ordinance if you have questions. You may want to consult with an attorney, an advocacy organization, or a professional association before making important decisions.

You can get a copy of the Ordinance at <https://cook-county.legistar.com>. You can find this summary translated in multiple languages on the Department of Human Rights website.

Cook County Renters Rights and Landlord Protections

LOCKOUTS PROHIBITED (Sec. 42-813)

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

- A landlord may not change or remove the locks, remove doors of a rental unit, cut off heat, utility or water service, remove tenant's personal property, or interfere with the tenant's use of the apartment.

REMEDY: The tenant may sue the landlord to get back into the unit, attorney's fees, and damages (twice the actual damages or 2 months' rent, whichever is greater).

WHAT ARE THE TENANT'S RIGHTS? (Sec. 42-805)

The tenant has the right to:

- A "habitable" unit and property maintained in compliance with the relevant building codes (Sec. 42-805(C))
- Adequate heat
- 48-hour notice before the landlord enters the unit except in emergencies
- A home free of bedbugs
- General rules, which must be in writing, about the tenant's use and occupancy of the unit.

WHAT DOES THE TENANT HAVE A RIGHT TO KNOW? (Sec. 42-805)

The landlord must disclose certain information to the tenant:

- The owner's or manager's name, address, and telephone number, including when there is a change of ownership
- Estimated or average utility costs for the past 12 months paid by the tenant to the landlord or utility company, if known by the landlord
- If the property has had any building code violations in the last year
- If a municipality or other utility company threatens to cut off utility service
- If the property has any known lead hazards
- If the landlord has or gets a foreclosure notice.

REMEDY: If the landlord does not disclose this information, the tenant must give the landlord a notice of 2 business days and wait to see if the landlord provides the information. If not, the tenant may be able to end the rental agreement.

WHAT CAN BE INCLUDED IN A LEASE? (Sec. 42-804)

A written or verbal lease agreement may not include certain provisions, including:

- Giving up rights to notices (like a 5-day notice)
- Giving up the right to a jury trial

Cook County Renters Rights and Landlord Protections

- Preventing the tenant from saying negative statements about the landlord
- Requiring the tenant to give a longer amount of notice for moving than the landlord gives the tenant for not renewing the lease
- Letting the landlord apply rent payments to other costs that the landlord charges to the tenant (like utilities)
- Setting late fees of more than \$10 if the rent is \$1000 or below and more than \$10 plus 5% for any amount of rent over \$1000
- Requiring the tenant to pay attorney's fees in an eviction case.

WHAT CAN THE TENANT DO IF THE LANDLORD DOES NOT MAINTAIN THE UNIT? (Sec. 42-806)

The tenant must give the landlord a written notice and time to make repairs. If the landlord does not make repairs after notice of 14 days, the tenant may:

- Hold back a reasonable portion of rent to reflect the reduced value of the unit;
- Make minor repairs costing less than the greater of \$500.00 or one-half month's rent and submit receipts to the landlord to deduct that cost from rent
- End the lease when severe violations are present and vacate within 30 days
- File a court case for damages and injunctive relief
- In case of a fire or other disaster, find another place to stay and end the lease.

BUT: A tenant may not use these remedies if the tenant or guest caused the condition.

WHAT CAN THE TENANT DO IF THE LANDLORD FAILS TO PROVIDE ESSENTIAL SERVICES (HEAT, RUNNING OR HOT WATER, ELECTRICITY, GAS, OR PLUMBING)? (Sec. 42-806(D))

If the landlord fails to correct the condition after the tenant gives written notice, the tenant may:

After 24 hours –

- 1) Withhold a reasonable portion of rent to reflect the reduced value of the unit
- 2) Get services, and internet if the lease requires it, and deduct costs from rent after giving receipts to the landlord
- 3) Recover damages and reasonable attorney fees or
- 4) Make landlord pay for substitute housing until condition fixed.

After 72 hours –

- 1) End rental agreement and
- 2) Vacate unit within 30 days.

BUT: The tenant may not exercise this remedy if the tenant or utility supplier caused the condition.

Cook County Renters Rights and Landlord Protections

WHAT ARE TENANT'S DUTIES UNDER THE ORDINANCE? (Sec. 42-807)

The tenant, the tenant's family, and invited guests must:

- Comply with the obligations imposed on tenants by relevant municipal codes
- Keep their unit safe, use appliances in a safe manner, dispose of their garbage, and not deliberately damage or remove any property
- Not disturb the other tenants
- Allow reasonable access to the unit with landlord notice of, for example, routine and emergency maintenance, unit inspections and to show the unit
- Notify the landlord in writing within 48 hours of seeing bed bugs.

WHAT ARE THE LANDLORD'S RIGHTS? (Sec. 42-808)

The landlord may adopt reasonable rules and regulations for the safety of their property and the convenience of co-located tenants. Landlords must provide a copy of the rules and regulations before the tenant moves in. If the landlord adopts the rules after the tenant moves in, the new rules do not apply to the tenant until the tenant agrees in writing.

CAN THE LANDLORD ACCESS A UNIT? (Sec. 42-808(B))

- A tenant must allow reasonable access to enter the unit if the landlord gives 2 days' notice by mail, telephone, written notice or other means designed in good faith to provide notice.
- A landlord may give a general notice to all tenants if the landlord needs to make a repair on common areas or in other nearby units.
- The landlord may enter the unit without prior notice if emergency or repairs require access immediately. If emergency access was necessary, the landlord must provide tenant with notice of entry within 2 days after the emergency entry.
- Otherwise, the landlord should enter at reasonable times (8:00 AM – 8:00 PM or at tenant's request).

A tenant landlord may enter the rental unit to:

- Inspect the premises as required by a government agency
- Make necessary repairs, alterations, improvements where access is required.
- Supply necessary services
- Show the unit to a prospective purchasers or workmen
- Show the dwelling unit to prospective tenants within 60 days of the expiration of the rental agreement.

REMEDY: If the landlord makes an unlawful or unreasonable entry, repeatedly demands entry, or makes the tenant feel harassed, the tenant may file suit and recover 1 month's rent or twice the damages, whichever is greater, and attorney's fees.

Cook County Renters Rights and Landlord Protections

WHAT IF THE TENANT VIOLATES THE LEASE? (Sec. 42-809)

LATE RENT. If the tenant pays rent late, the landlord can charge a late fee. If the tenant does not pay rent, the landlord may give the tenant a 5-day notice.

- The late fee is \$10 if the rent is \$1000 or less.
- If the rent is more, the late fee is \$10 plus 5% of the amount over \$1000.

REMEDY:

- The tenant has the right to pay the back rent during the 5-day notice. If the tenant does not pay, the landlord can file an eviction.
- The tenant still has the right to pay the rent and certain additional costs after the landlord has filed an eviction case. If rent and fees are paid in full, then the landlord must dismiss the case. The tenant can only “pay and stay” and cause the landlord to dismiss a court case 1 time.

OTHER LEASE VIOLATIONS

If the tenant violates the lease in a material way other than not paying rent, the landlord may give the tenant a 10-day notice.

REMEDY: The tenant has the right to fix the problem within the 10 days. If the landlord accepts the rent due or does not file an eviction 30 days after giving either a 5-day or a 10-day notice, then the landlord cannot file an eviction case.

OTHER NON-RENEWAL. The landlord needs to give the tenant a 60-day notice to renew or end the lease.

REMEDY: If the landlord does not give a 60-day notice, the tenant may stay for 120 days after written notice is given. During this time, the terms and conditions of the lease stay the same.

WHAT HAPPENS IF THE LANDLORD THINKS THE TENANT HAS ABANDONED THE UNIT? (Sec. 42-809(B)(2))

If the landlord believes that the tenant has abandoned the unit, the landlord can try to rent it to someone else. The landlord may decide that the tenant has abandoned the unit only if the tenant:

- Gave the landlord written notice that the tenant has abandoned the unit, or
- Has not been in the unit for 32 days, removed their property, and not paid rent.

If the landlord believes that the tenant has abandoned possessions in the unit, the landlord needs to hold onto the property and determine its value.

- For property without value: Throw away after 7 days without notice.
- For property with value: Give tenant written notice to remove property within 7 days. Landlord may sell the property and keep the proceeds for the tenant. The landlord may keep the money if the tenant does not claim it within 1 year.

Cook County Renters Rights and Landlord Protections

CAN THE LANDLORD ACCEPT SUBLEASES? (Sec. 42-809)

The landlord should accept reasonable subleases.

If a tenant moves prior to the end of the rental agreement, the landlord must make a good faith effort to find a new tenant at a fair rent.

BUT: If the landlord is unsuccessful in re-renting the unit, the tenant remains liable for the rent, as well as the landlord's cost of advertising.

WHAT ARE THE REQUIREMENTS FOR MOVE-IN FEES? (Sec. 42-804)

A landlord may charge a move-in fee, but must:

- Charge a move-in fee only that is reasonable and related to the cost of the tenant moving in
- Give an estimate of the move-in fee which includes detail of the landlord's cost of the tenant moving in
- Not change the name of a fee or deposit to get around these rules.

WHAT HAPPENS WHEN THE TENANT THINKS THE LANDLORD IS RETALIATING? (Sec. 42-812)

The tenant has the right to complain or speak publicly about their tenancy to governmental agencies or officials, police, media, community groups, tenant unions or the landlord.

The landlord cannot retaliate by terminating or threatening to end a lease, increasing rent, decreasing services, bringing or threatening to bring an eviction action, or refusing to renew a lease agreement in reaction to a tenant making a complaint.

The tenant may claim retaliation as a defense to an eviction or as a case against the landlord and shall receive damages and attorney's fees if the tenant succeeds.

BUT: The landlord may still end a lease or increase rent if the landlord has a legitimate reason to do so that is not related to any complaints by the tenant. The landlord may rebut the tenant's retaliation claim from 1-year prior by proving a legitimate, non-retaliatory basis for the conduct. A landlord's behavior is not retaliatory if a code violation was caused by the tenant, family member of the tenant, or guest of the tenant. If a tenant makes a complaint of retaliation after the notice of a rent increase, there will not be a presumption of retaliation.

FREE LEGAL ASSISTANCE:

Call (855) 956-5763

or visit www.cookcountylegalaid.org

Cook County
LEGAL AID
for Housing and Debt



Helping you resolve eviction, foreclosure, debt, and tax deed issues.

www.cookcountylegalaid.org

Cook County Renters Rights and Landlord Protections

WHAT ARE THE SECURITY DEPOSIT REQUIREMENTS? (Sec. 42-811)

A landlord may charge a security deposit, but must:

- Charge no more than 1.5 times monthly rent for security deposit
- Give a receipt for a security deposit that provides the owner's name, the date it was received and a description of the dwelling unit. It must be signed by the person accepting the security deposit, unless the tenant pays the security deposit by electronic funds transfer, then landlord may give an electronic receipt
- Hold all security deposits in a federally insured account in an Illinois financial institution separate from the landlord's other accounts
- Tell the tenant in writing the name of the financial institution where the landlord will deposit the security deposit
- Inform the tenant of the new account if the landlord transfers the security deposit into a new account
- Return the security deposit within 30 days after the tenant moves out
- Only keep money from the security deposit if the tenant owes rent or court fees, if the landlord has gone to court (but not attorney's fees) or for reasonable costs that the landlord has paid for the repair of the unit (but not costs for "ordinary wear and tear")
- Provide a detailed explanation of the costs within 30 days if the landlord has kept money from the security deposit for repair
- Be responsible to return the security deposit if the landlord sells the property until the first landlord gives the money to the second landlord and gives the tenant written notice; then the second landlord is responsible for the security deposit.

REMEDY: If the landlord charges too much for security deposit, does not return the security deposit, or does not give the tenant proof of the expenses for any repairs deducted from the security deposit, the tenant may sue the landlord and shall receive damages equal to 2 times the security deposit plus attorney's fees.

If the landlord makes a mistake with the paperwork on the security deposit, the tenant must first give the landlord a notice and wait 2 business days to see if the landlord corrects the paperwork. If the paperwork is not corrected, the tenant may sue the landlord.

If the landlord does not give the proper receipt for the security deposit, the tenant is entitled to the immediate return of the security deposit.

**ACKNOWLEDGMENT OF RECEIPT OF COOK COUNTY
RESIDENTIAL TENANT LANDLORD ORDINANCE SUMMARY**

This Acknowledgment is incorporated into the Apartment Lease Contract dated _____
between _____

(“We” and/or “we” and/or “us”) and _____

(“You” and/or “you”) of Unit No. _____ located at _____
_____ (street address)
in _____ and is in addition
to all terms and conditions in the Apartment Lease Contract.

In accordance with Cook County Ordinance, we are delivering to you a copy of the Summary of the Cook County Residential Tenant Landlord Ordinance as prepared by Cook County. Resident(s) hereby acknowledges receipt of this summary.

Resident or Residents
(All residents must sign here)

Owner or Owner’s Representative
(signs here)

Date

NOT A VALID FORM



Cook County
SECURITY DEPOSIT RECEIPT

Date _____

Received from (Lessee) _____

\$ _____ By Owner/Agent Name _____

As Security Deposit for Apartment # _____

Located at _____

City _____ State _____ ZIP _____

LESSEE SIGNATURE _____

Date _____

LESSEE SIGNATURE _____

Date _____

LESSEE SIGNATURE _____

Date _____

LESSEE SIGNATURE _____

Date _____

LESSEE SIGNATURE _____

Date _____

LESSEE SIGNATURE _____

Date _____

AGENT SIGNATURE _____

Date _____

NOT A VALID FORM
SAMPLE

CRIME/DRUG FREE HOUSING ADDENDUM



1. APARTMENT DESCRIPTION.

Unit No. _____, _____

_____ (street address) in

(city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the apartment, all common areas, all other apartments on the property or any common areas or other apartments on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

4. CRIME/DRUG FREE HOUSING. Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

- A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:
 - 1. Engaging in any act intended to facilitate any type of criminal activity.
 - 2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
 - 3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Illinois and/or the Federal Controlled Substances Act.

Resident or Residents (sign here)

Owner or Owner's Representative (signs here)

- 4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)
- 5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.
- 6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
- 7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
- 8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

5. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Date of Signing Addendum

Date of Signing Addendum



**DARIEN, IL CRIME/DRUG FREE
HOUSING ADDENDUM**



1. DWELLING UNIT DESCRIPTION.

Unit No. _____,

_____ (street address) in

(city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall "Premises" shall include the rental unit, all common areas, all other rental units on the property or any common areas or other rental units on or about other property owned by or managed by the Owner.

In consideration of the execution or renewal of a lease of the rental unit identified in the Lease Contract, Owner (or Owner's agent or representative) and Resident agree as follows:

1. Neither the Resident, any member of the Resident's household, any guest or any other person associated with the Resident on or near the leased Premises:
 - A. shall engage in criminal activity at or near the leased Premises.
 - B. shall engage in any act at or near the leased Premises intended to facilitate criminal activity.
 - C. shall permit the rental unit to be used for or to facilitate any criminal activity.
 - D. shall engage in any act intended to facilitate any violation of City ordinances or codes or any other violation as defined by local, state or

federal law. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this Lease Contract.)

- E. shall engage in any act intended to obstruct or resist law enforcement efforts against criminal activity at or near the Premises.
- F. shall permit the rental unit to be used for or to facilitate any violation of state, federal or local law.

2. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL, AND IRREPARABLE VIOLATION OF THE LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF THE TENANCY. A single violation of any provision of this added Addendum shall be deemed a serious violation and material non-compliance with the Lease Contract. Any violation of the above provisions will still be considered a violation regardless of whether or not the Resident could not control the behavior of other occupants of the rental unit, could not foresee, or did not have knowledge of the violation. It is understood and agreed that a single violation shall be good cause for IMMEDIATE termination of the Lease Contract under the Illinois Compiled Statutes. Unless otherwise provided by law, proof of violation shall not require criminal conviction, BUT SHALL BE BY PREPONDERANCE OF THE EVIDENCE. Preponderance of the evidence can be determined by but not limited to a police report, police citations, information received from the police department or a police officer, or any observations made by Owner or Owner's agent or representative.

3. Resident consents to venue in the Eighteenth Judicial Circuit in DuPage County, Illinois, in the event Owner initiates legal action against the Resident.
4. Resident agrees that service of process of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to Resident, shall be effective and sufficient of purpose of providing legal service and conferring personal jurisdiction upon any Illinois court as to any resident, co-signer, occupant or guarantor, if waived upon any occupant or other person of suitable age and discretion who is present at the premises and residing therein, notwithstanding the fact that a resident, co-signer, occupant or guarantor may reside at a different location other than the property address described in the Lease Contract. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law or rule. By signing this Lease Contract, the undersigned hereby waives any objection to service carried out under the terms of this agreement. This provision shall be effective for any extension, renewal or modification of the Initial Lease Contract.

4. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Sign here)

Date of Signing Addendum

SAMPLE FORM
NOT A VALID FORM



**LEASE CONTRACT ADDENDUM FOR
ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT**



1. APARTMENT DESCRIPTION.

Unit No. _____,

_____ (street address) in

(city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

- 3. GARAGE, CARPORT, OR STORAGE UNIT.** You are entitled to exclusive possession of: (check as applicable)
- garage or carport attached to the apartment;
 - garage space number(s) _____;
 - carport space number(s) _____; and/or
 - storage unit number(s) _____.

All terms and conditions of the Lease Contract apply to the above areas unless modified by this addendum.

- 4. ADDITIONAL MONTHLY RENT.** Your total monthly rent (as stated in the Lease Contract) will be increased by \$ _____. The monthly rent amount in the Rent and Charges paragraph of the Lease Contract (check one)
- includes does not include this additional rent.

- 5. USE RESTRICTIONS.** Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the Lease Contract may not use the areas covered by this addendum. No plants may be grown in such areas.

- 6. NO DANGEROUS ITEMS.** Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors in our sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from

Resident or Residents (All residents must sign here)

such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

- 7. NO SMOKE, FIRE, OR CARBON MONOXIDE DETECTORS.** No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law.

- 8. GARAGE DOOR OPENER.** If an enclosed garage is furnished, you will will not be provided with a garage door opener and/or garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent.

- 9. SECURITY.** Always remember to lock any door of a garage or storage unit and any door between a garage and the apartment. When leaving, be sure to lock all keyed deadbolt locks.

- 10. INSURANCE AND LOSS/DAMAGE TO YOUR PROPERTY.** You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We are not responsible for pest control in such areas.

- 11. COMPLIANCE.** As allowed by law, we may periodically open and enter garages and storerooms to ensure compliance with this addendum. In the event we enter the garage or storerooms, we will comply with the notice provisions set forth in the Lease Contract. You must allow us access to examine garages and storerooms.

- 12. NO LOCK CHANGES, ALTERATIONS, OR IMPROVEMENTS.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

- 13. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Owner or Owner's Representative (signs here)

Date of Lease Contract



**FEDERALLY REQUIRED RENOVATION NOTICE
OF LEAD HAZARD INFORMATION**



Regarding Renovation, Maintenance or Repair That May Create Paint Dust in a Dwelling Unit or Common Area

Federal law requires that prior to conducting renovations or repairs a lead hazard notice must be given to residents of a pre-1978 dwelling if more than 6 square feet of surface of the interior dwelling or 20 square feet of the exterior of the dwelling or common area will be disturbed by sanding, scraping or other activity that may create paint dust (except in emergency situations). The notice must be given by the "renovator" (i.e., whoever does the work). We (as the renovator) are planning to perform such work and are notifying you (as resident) that:

1. The work will begin no later than 60 days from the date our representative delivered or mailed this notice.
2. The lead hazard information which we are required to furnish to you is contained in an Environmental Protection Agency (EPA) pamphlet entitled "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."
3. The general description of the work is: _____

4. The location of the work on or in your dwelling is: _____

5. The location of the work in common areas is: _____

6. The date the work is expected to start is: _____
Expected ending date: _____
7. We will timely notify you if the work needs to continue beyond the expected ending date.
8. If the work is in a dwelling unit, we must provide you with a copy of either the EPA or NAA lead hazard information with this notice.
9. If the work is in common areas only, you can obtain a free copy of the EPA pamphlet (*check as applicable*):
 from the onsite management office; wherever you pay the rent or other _____
10. Address of dwelling unit: _____

11. Address of common area (if applicable): _____

12. Name of renovator who will actually be doing the work (i.e., name of either owner, management company or contractor): _____

ACKNOWLEDGMENT BY RESIDENT OR ADULT OCCUPANT

(This acknowledgment is to be used when renovation is inside a dwelling and the resident or adult occupant is willing to acknowledge personal delivery of the notice and lead hazard information.)

Names of all residents in the dwelling unit described above: _____

On behalf of residents listed above, I have received on this date a copy of this notice and any lead hazard information required about the potential risk of disturbing lead-based paint during renovation, maintenance or repair work.

Printed name of resident or adult occupant	Signature of resident or adult occupant	Date signed
--	---	-------------

CERTIFICATION BY RENOVATOR'S REPRESENTATIVE *(Check applicable box below)*

- | | |
|--|---|
| <p><input type="checkbox"/> Personal delivery. I certify that no earlier than 60 days before the work is expected to start, I delivered a copy of this notice and the EPA pamphlet titled "Renovate Right" to the resident or adult occupant of the dwelling unit who signed above.</p> <p><input type="checkbox"/> Resident or adult occupant unavailable. I certify that no earlier than 60 days before the work is expected to start, I made a good faith effort to deliver a copy of this notice and the EPA pamphlet titled "Renovate Right" to the resident's unit, and no resident or adult occupant was available to sign the acknowledgment. I left a copy of this notice and the pamphlet inside the unit or slipped them under the door.</p> <p><input type="checkbox"/> Resident or adult occupant refused. I certify that no earlier than 60 days before the work is expected to start, I made a good faith effort to personally deliver a copy of this notice and the EPA pamphlet "Renovate Right," and a resident or adult occupant in the dwelling refused to sign the acknowledgment. I left a copy of this notice and the pamphlet with a resident or adult occupant of the dwelling or slipped them under the door.</p> | <p><input type="checkbox"/> Delivery by mail if work is inside dwelling. I certify that no earlier than 60 days and at least 7 days before the work is expected to start, I mailed a copy of this notice and the EPA pamphlet "Renovate Right" to the resident at the address of the dwelling unit noted above by regular U.S. mail. I obtained a certificate of mailing from the U.S. Postal Service.</p> <p><input type="checkbox"/> Delivery by mail if work is in common area only. I certify that no earlier than 60 days and at least 7 days before the work is expected to start, I mailed a copy of this notice to each affected unit in the multifamily housing property (5 or more units) named above, by regular U.S. mail. I obtained a certificate of mailing from the U.S. Postal Service. The EPA pamphlet "Renovate Right:" <input type="checkbox"/> will be available at no cost as per item 9 above, or <input type="checkbox"/> was included in the mailing to all affected units.</p> |
|--|---|

Printed name of renovator's representative	Signature of renovator's representative	Date representative signed
Date representative delivered or mailed notice	Optional: <input type="checkbox"/> telephone or <input type="checkbox"/> fax numbers for more information	

GUARANTOR PRE-LEASING APPLICATION

This form is not a binding guarantor agreement, but rather is an application to provide pertinent guarantor information and to allow the rental property owner to proceed with credit/background screening. If you and the resident(s) are approved, you will be asked to execute a Lease Contract Guaranty.



Lease Contract Information

ABOUT LEASE: Resident names (list all residents responsible for the Lease Contract):

Street address of apartment being leased: _____

City/State/Zip of above apartment: _____

Guarantor Information Use for one guarantor only

ABOUT GUARANTOR: Full name (exactly as on driver's license or govt. ID card) _____

Current address where you live: _____

Phone: _____

Alternate or cell phone: _____

Email address: _____

(Please check one) Do you own or rent your home?

If renting, name of apartments: _____

Manager's name: _____

Phone: _____

Your Social Security #: _____

Driver's license # and state: _____

OR govt. photo ID card #: _____

Birthdate: _____ Sex: _____

Total number of dependents under the age of 18 or in college: _____

What relationship are you to the resident(s)? parent sibling

employer other _____

Are you a guarantor for any other lease? Yes No

If so, how many? _____

YOUR WORK: Present employer: _____

Employer's address: _____

Work phone: _____

Alternate phone: _____

Email address: _____

How long? _____

Position: _____

Your gross monthly income is over: \$ _____

Supervisor's name: _____

Phone: _____

YOUR CREDIT/RENTAL HISTORY:

Your bank's name: _____

City/State: _____

List major credit cards: _____

To your knowledge, have you or any resident listed in this Guaranty ever:

- been asked to move out?
- broken a rental agreement?
- declared bankruptcy? or
- been sued for rent?

To your knowledge has any resident listed in this Guaranty ever:

been sued for property damage?

Notice: Do not complete the following question if the unit for which you are applying is located in Cook County:

been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime?

Please explain:

You represent that all information submitted by you is true and complete. You authorize verification of the above information via consumer reports, rental history reports, and other means. You acknowledge that our privacy policy is available to you. A facsimile or electronic signature on this Guaranty Application will be binding as an original signature.

We recommend that you obtain a copy of the Lease Contract and Lease Contract Guaranty, and read them. We will furnish you a copy of the Lease Contract and Lease Contract Guaranty upon written request.

FOR OFFICE USE ONLY

Guarantor(s) information verified by: phone or face-to-face meeting.

Third-party verification: Requested on _____ (date)

Approved: Yes No

If not, letter of disclosure sent on _____ (date)

Processed by _____

Date of Signing Guarantor Application

Signature of Guarantor

After signing, please return the signed original of this Guarantor Preleasing Application to: _____

 at (street address or P.O. Box) _____

or (optional) fax it to us at _____
 or (optional) email it to us at _____

Our telephone number _____



LEASE ADDENDUM
FOR INTRUSION ALARM



1. APARTMENT DESCRIPTION.

Unit No. _____,

_____ (street address) in

(city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. INTRUSION ALARM. Your apartment is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if the intrusion alarm were malfunctioning. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone. Your use of the alarm system is (check one) required or optional. You are responsible for all false alarm charges for your apartment.

4. PERMIT FROM CITY. You (check one) do or do not have to obtain a city permit for activation and use of the intrusion alarm. If you do, the phone number to call is _____, and it is your responsibility to obtain the permit. You also will be responsible for any fines due to excessive false alarms.

5. FOLLOW INSTRUCTIONS. You agree to use reasonable care in operating the alarm and to follow the written instructions, rules and procedures furnished to you by us. Instructions are attached or will be provided to you when you move in.

6. ALARM COMPANY. You (check one) will or will not have to make arrangements with an independent alarm company to activate and maintain the alarm system. You (check one) may choose your own alarm company or are required to use _____ as your alarm company. The alarm system is repaired and maintained by _____.

7. ENTRY BY OWNER. Upon activation of the alarm system, you must immediately provide us (management) with your security code and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in your Lease Contract. You must reimburse us for any expenses we incur in entering your apartment, when those expenses are due to your failure to provide the foregoing information.

8. REPAIRS OR MALFUNCTIONS. If the intrusion alarm malfunctions, you agree to (check one) contact your intrusion alarm company immediately for repair or contact us immediately for repair. The cost of repair will be paid by (check one) you or us.

9. NO WARRANTY. We make no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical in nature will malfunction from time to time. We are absolutely not responsible for malfunction of the alarm.

10. LIABILITY. To the extent permitted by Illinois law, we are not liable to you, your guests or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm. It is recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.

11. EMERGENCIES. Always call 911 or law enforcement authorities or emergency medical services in the event of a crime or emergency. Then contact us. We are not required to answer the alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely cut off.

12. ENTIRE AGREEMENT. We've made no promises or representations regarding the alarm system except those in this addendum.

13. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract



INVENTORY AND CONDITION FORM



APARTMENT DESCRIPTION. Unit No. _____, _____ (street address) in _____ (city), Illinois, _____ (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: _____ Owner's name: _____

Residents (list all residents):

You must note on this form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition. Please mark through items listed below if they don't exist. This form protects both you (the resident) and us (the owner). We'll use it in determining what should and should not be considered your responsibility upon move-out.

Resident's Name: _____
 Home Phone: (_____) _____ Work Phone: (_____) _____

Resident's Name: _____
 Home Phone: (_____) _____ Work Phone: (_____) _____

Resident's Name: _____
 Home Phone: (_____) _____ Work Phone: (_____) _____

Resident's Name: _____
 Home Phone: (_____) _____ Work Phone: (_____) _____

Resident's Name: _____
 Home Phone: (_____) _____ Work Phone: (_____) _____

Resident's Name: _____
 Home Phone: (_____) _____ Work Phone: (_____) _____

Move-In or **Move-Out Condition** (Check one)

Living Room

Walls _____
 Wallpaper _____
 Plugs, Switches, A/C Vents _____
 Woodwork/Baseboards _____
 Ceiling _____
 Light Fixtures, Bulbs _____
 Floor/Carpet _____

Doors, Stops, Locks _____
 Windows, Latches, Screens _____
 Window Coverings _____
 Closets, Rods, Shelves _____
 Closet Lights, Fixtures _____
 Lamps, Bulbs _____
 Water Stains on Walls or Ceilings _____
 Other _____

Refrigerator Light, Crisper _____
 Dishwasher, Dispensers, Racks _____
 Sink/Disposal _____
 Microwave _____
 Plumbing Leaks or Water Stains on Walls or Ceilings _____
 Other _____

General Items

Thermostat _____
 Cable TV or Master Antenna _____
 A/C Filter _____
 Washer/Dryer _____
 Garage Door _____
 Ceiling Fans _____
 Exterior Doors, Screens/Screen Doors, Doorbell _____

Fireplace _____
 Other _____

Kitchen

Walls _____
 Wallpaper _____
 Plugs, Switches, A/C Vents _____
 Woodwork/Baseboards _____
 Ceiling _____
 Light Fixtures, Bulbs _____
 Floor/Carpet _____

Doors, Stops, Locks _____
 Windows, Latches, Screens _____
 Window Coverings _____
 Cabinets, Drawers, Handles _____
 Countertops _____
 Stove/Oven, Trays, Pans, Shelves _____
 Vent Hood _____
 Refrigerator, Trays, Shelves _____

Dining Room

Walls _____
 Wallpaper _____
 Plugs, Switches, A/C Vents _____
 Woodwork/Baseboards _____
 Ceiling _____
 Light Fixtures, Bulbs _____
 Floor/Carpet _____

Doors, Stops, Locks _____
 Windows, Latches, Screens _____
 Window Coverings _____
 Closets, Rods, Shelves _____
 Closet Lights, Fixtures _____
 Water Stains on Walls or Ceilings _____
 Other _____

Halls

Walls _____

Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Floor/Carpet _____

Doors, Stops, Locks _____
Closets, Rods, Shelves _____
Closet Lights, Fixtures _____
Water Stains on Walls or Ceilings _____
Other _____

Exterior (if applicable)

Patio/Yard _____
Fences/Gates _____
Faucets _____
Balconies _____
Other _____

Bedroom (describe which one): _____

Walls _____

Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Floor/Carpet _____

Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Closets, Rods, Shelves _____
Closet Lights, Fixtures _____
Water Stains on Walls or Ceilings _____
Other _____

Bedroom (describe which one): _____

Walls _____

Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Floor/Carpet _____

Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Closets, Rods, Shelves _____
Closet Lights, Fixtures _____
Water Stains on Walls or Ceilings _____
Other _____

Bath (describe which one): _____

Walls _____

Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Exhaust Fan/Heater _____
Floor/Carpet _____

Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Sink, Faucet, Handles, Stopper _____
Countertops _____
Mirror _____
Cabinets, Drawers, Handles _____
Toilet, Paper Holder _____
Bathtub, Enclosure, Stopper _____
Shower, Doors, Rods _____

Tile _____
Plumbing Leaks or Water Stains on Walls or Ceilings _____

Other _____

Half Bath

Walls _____

Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Exhaust Fan/Heater _____
Floor/Carpet _____

Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Sink, Faucet, Handles, Stopper _____
Countertops _____
Mirror _____
Cabinets, Drawers, Handles _____
Toilet, Paper Holder _____
Tile _____
Plumbing Leaks or Water Stains on Walls or Ceilings _____

Other _____

Bedroom (describe which one): _____

Walls _____

Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Floor/Carpet _____

Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Closets, Rods, Shelves _____
Closet Lights, Fixtures _____
Water Stains on Walls or Ceilings _____
Other _____

Bath (describe which one): _____

Walls _____

Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Exhaust Fan/Heater _____
Floor/Carpet _____

Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Sink, Faucet, Handles, Stopper _____
Countertops _____
Mirror _____
Cabinets, Drawers, Handles _____
Toilet, Paper Holder _____
Bathtub, Enclosure, Stopper _____
Shower, Doors, Rods _____
Tile _____
Plumbing Leaks or Water Stains on Walls or Ceilings _____

Other _____

Safety-Related Items (Put "none" if item does not exist)

Door Knob Locks _____
Keyed Deadbolt Locks _____
Keyless Deadbolts _____
Keyless Bolting Devices _____
Sliding Door Latches _____
Sliding Door Security Bars _____



Sliding Door Pin Locks _____
Doorviewers _____
Window Latches _____
Porch and Patio Lights _____
Smoke Detectors (push button to test) _____
Alarm System _____
Fire Extinguishers (look at charge level-BUT DON'T TEST!) _____
Garage Door Opener _____

Gate Access Card(s) _____
Other _____

Date of Move-In: _____
or
Date of Move-Out: _____

SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Acknowledgment. You acknowledge that you have inspected and tested all of the safety-related items (if in the apartment) and that they are working, except as noted above. All items will be assumed to be in good condition unless otherwise noted on this form. You acknowledge receiving written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge testing the smoke detector(s) and verify that they are operating correctly. You acknowledge that you and management have inspected the apartment and that no signs of bedbugs or other pests are present. This apartment is in a decent, safe and sanitary condition.

In signing below, you accept this inventory as part of the Lease Contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.

Resident or Resident's Agent: _____ **Date of Signing** _____

Owner or Owner's Representative: _____ **Date of Signing** _____

SAMPLE FORM
NOT A VALID FORM



**JUSTICE, IL APARTMENT
LEASE CONTRACT ADDENDUM**



(To be used with the Cook County Apartment Lease.)

This Addendum is made this _____ day of _____, _____ by and between the Resident and Owner for the purpose of deleting, modifying and adding to the Apartment Lease Contract executed by and between the Resident and Owner on _____. The Resident and Owner hereby agree to the following deletions, modifications and additions to the Apartment Lease Contract.

This Addendum constitutes an Addendum to the Lease Contract for the described premises on page 1, paragraph 1 (Parties) of the Lease Contract, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. The **OCCUPANTS** paragraph of the Apartment Lease Contract is deleted and replaced by the following paragraphs:

OCCUPANTS. The apartment will be occupied only by you and *(list all other occupants (include full names and birth dates) not signing the Lease Contract):*

Name: _____

Date of Birth: _____

Name: _____

Date of Birth: _____

Name: _____

Date of Birth: _____

Name: _____

Date of Birth: _____

Name: _____

Date of Birth: _____

Name: _____

Date of Birth: _____

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Lease Contract

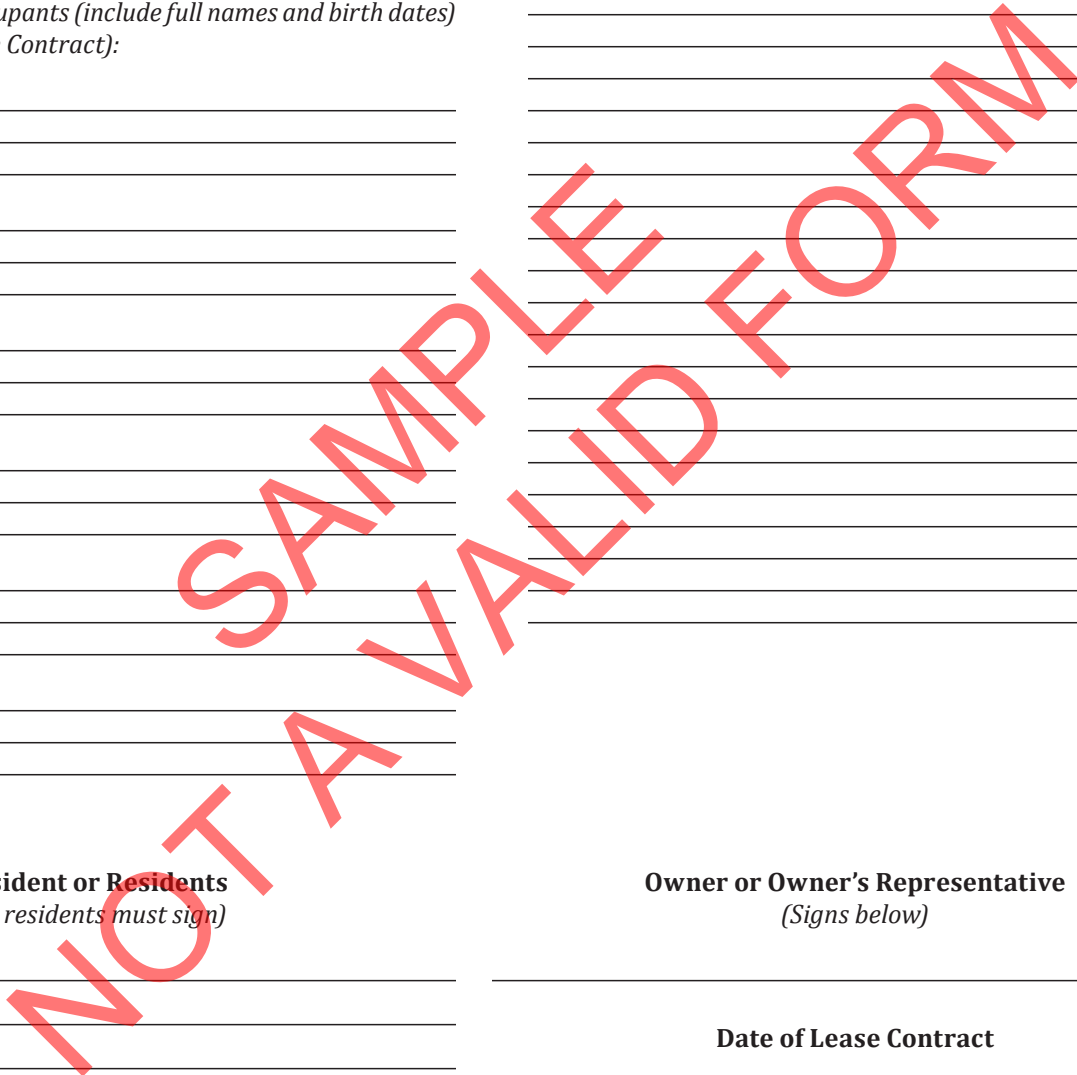
Our inquiry into birth dates of occupants is in accordance with Justice Municipal Code, Sec. 5-303.

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than _____ consecutive days without our prior written consent, and no more than twice that many days in any one month. *If the previous space isn't filled in, two days per month is the limit.*

2. The **WHEN WE MAY ENTER** paragraph of the Apartment Lease Contract is modified by adding the below:

You are hereby notified that the interior of Your Apartment may be subject to regular inspection and/or investigation by the Village of Justice for complaints of violation of Village codes as allowed by law.

3. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:





Village of
JUSTICE

Phone: 708-458-2130

Fax: 708-458-3207

BUILDING DEPARTMENT
8748 W. 82nd Place, Justice, Illinois 60458

JUSTICE MUNICIPAL CODE

Section 8-33(i) *Occupancy Limits*: The maximum number of occupants allowed in a dwelling unit shall be two (2) persons and one child under the age of five (5) years for each existing bedroom.

INTERNATIONAL PROPERTY MAINTENANCE CODE

Section 8-31(e)(6) PMC 404.5: Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5 below.

SPACE	1-2 OCCUPANTS	3-5 OCCUPANTS	6 OR MORE OCCUPANTS
Living Room	120 square feet	120 square feet	150 square feet
Dining Room	No requirement	80 square feet	100 square feet
Bedrooms	Not less than 70 square feet and if occupied by more than one person, not less than 50 square feet for each occupant.	Not less than 70 square feet and if occupied by more than one person, not less than 50 square feet for each occupant.	Not less than 70 square feet and if occupied by more than one person, not less than 50 square feet for each occupant.

LEASE CONTRACT BUY-OUT AGREEMENT



1. APARTMENT DESCRIPTION.

Unit No. _____,

 _____ (street address) in

 (city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
 Owner's name: _____

Residents (list all residents):

3. PURPOSE OF AGREEMENT. The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.

4. BUY-OUT PROCEDURES. You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term if all of the following occur:

- (a) you give us written notice of buy-out at least _____ days prior to the new termination date (i.e., your new move-out date), which (check one) must be the last day of a month or may be during a month;
- (b) you specify the new termination date in the notice, i.e., the date by which you'll move out;
- (c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
- (d) you are not in default under the Lease Contract on the new termination date (move-out date);
- (e) you move out on or before the new termination date and do not hold over;
- (f) you pay us a buy-out fee (consideration) of \$ _____;
- (g) you pay us the amount of any concessions you received when signing the Lease Contract; and
- (h) you comply with any special provisions in paragraph 9 below.

5. WHEN PAYABLE. The buy-out fee in paragraph 4(f) is due and payable no later than _____ days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is \$ _____ and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

6. SHOWING UNIT TO PROSPECTIVE RESIDENTS. After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

7. COMPLIANCE ESSENTIAL. Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

8. MISCELLANEOUS. If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the apartment to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

9. SPECIAL PROVISIONS. Your right of buy-out (check one) is or is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

Resident or Residents
 (All residents must sign)

Owner or Owner's Representative
 (signs below)

Date of Lease Contract



LEASE CONTRACT GUARANTY

Do not sign this form unless you understand that you have the same liability as all residents for rent and other monies owed.



Lease Contract Information

ABOUT LEASE: Date of Lease Contract (*top left hand corner of Lease Contract*): _____

Owner's name: _____

Resident names (*list all residents on Lease Contract*):

Unit No. _____ and street address of apartment being leased: _____

City/State/Zip of above apartment: _____

Monthly rent for apartment: \$ _____

Beginning date of Lease Contract: _____

Ending date of Lease Contract: _____

Guarantor Information Use for one guarantor only

ABOUT GUARANTOR: Full name (*exactly as on driver's license or govt. ID card*) _____

Current address where you live: _____

Phone: _____

Alternate or cell phone: _____

Email address: _____

(Please check one) Do you own or rent your home?

If renting, name of apartments: _____

Manager's name: _____

Phone: _____

Your Social Security #: _____

Driver's license # and state: _____

OR govt. photo ID card #: _____

Birthdate: _____ Sex: _____

Total number of dependents under the age of 18 or in college: _____

What relationship are you to the resident(s)? parent sibling

employer other _____

Are you a guarantor for any other lease? Yes No

If so, how many? _____

YOUR WORK: Present employer: _____

Employer's address: _____

Work phone: _____

Alternate phone: _____

Email address: _____

How long? _____

Position: _____

Your gross monthly income is over: \$ _____

Supervisor's name: _____

Phone: _____

YOUR CREDIT/RENTAL HISTORY:

Your bank's name: _____

City/State: _____

List major credit cards: _____

To your knowledge, have you or any resident listed in this Guaranty ever:

been asked to move out?

broken a rental agreement?

declared bankruptcy? or

been sued for rent?

To your knowledge, has any resident listed in this Guaranty ever:

been sued for property damage?

Notice: Do not complete the following question if the unit for which you are applying is located in Cook County:

been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime?

Please explain:

In consideration for us to enter into the above Lease Contract with the Resident(s), as an inducement to us for making the lease, and other good and valuable consideration, the receipt of which is acknowledged, you guarantee all obligations of resident(s) under the Lease Contract, including but not limited to rent, late fees, property damage, repair costs, animal violation charges, reletting charges, utility payments and all other sums which may become due under the Lease Contract. In the event we must hire an attorney to enforce the terms of this Guaranty, you are liable to us for reasonable attorneys' fees.

You represent that all information submitted by you on this Guaranty is true and complete. You authorize verification of such information via consumer reports, rental history reports, and other means. A facsimile signature by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as guarantor, to sign the Lease Contract itself or to be named in the Lease Contract. This Guaranty does not have to be referred to in the Lease Contract. You are required not required to have this Guaranty agreement notarized. If no box is checked, it is not required to be notarized. Payments under this Guaranty must be mailed to or made in the county where the apartment is located. We recommend that you obtain a copy of the Lease Contract and read it. This Guaranty applies even if you don't do so. We will furnish you a copy of the Lease upon written request.

SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

After signing, please return the signed original of this Guarantor _____
at (street address or P.O. Box) _____
or (optional) fax it to us at _____ Our telephone number _____

Date of signing Guaranty

Signature of Guarantor

State of Illinois
County of _____

I certify that I know or have satisfactory evidence that _____
is/are the person(s) who appeared before me and acknowledged that he/she/they signed this instrument, and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____ Printed Name of Notary Public

My Commission Expires _____ Signature of Notary Public

Note: Signature of Guarantor must be notarized if lease is for more than one year.

(Use above space for notary stamp/seal)

FOR OFFICE USE ONLY
Guarantor(s) signature(s) was (were) verified by owner's representative.
Verification was by phone or Face-to-face meeting. Date(s) of verification _____
Telephone numbers called (if applicable) _____
Name(s) of Guarantor(s) who was (were) contacted _____
Name of Owner's Representative who talked to Guarantor(s) _____



I have read, understand and agree to comply with the preceding provisions.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

SAMPLE FORM
NOT A VALID FORM



LIFE SAFETY COMPLIANCE PLAN STATUS DISCLOSURE

Pursuant to Section 13-196-206(f) of the Municipal Code of Chicago, disclosure of the status of the Life Safety Compliance Plan for the building located at _____,

Chicago, Illinois _____ is as follows:

- (1) Has a life safety compliance plan for such building been submitted to the City of Chicago department of building and the bureau of fire prevention? yes or no
- (2) Has such life safety compliance plan been approved in writing by the City of Chicago department of building and the bureau of fire prevention? yes or no
- (3) Have all of the modifications required in the approved life safety compliance plan been fully implemented at such building? yes or no

Date of Disclosure

Signature or Initials of Dwelling Unit Owner or Agent

Signature or Initials of Tenant

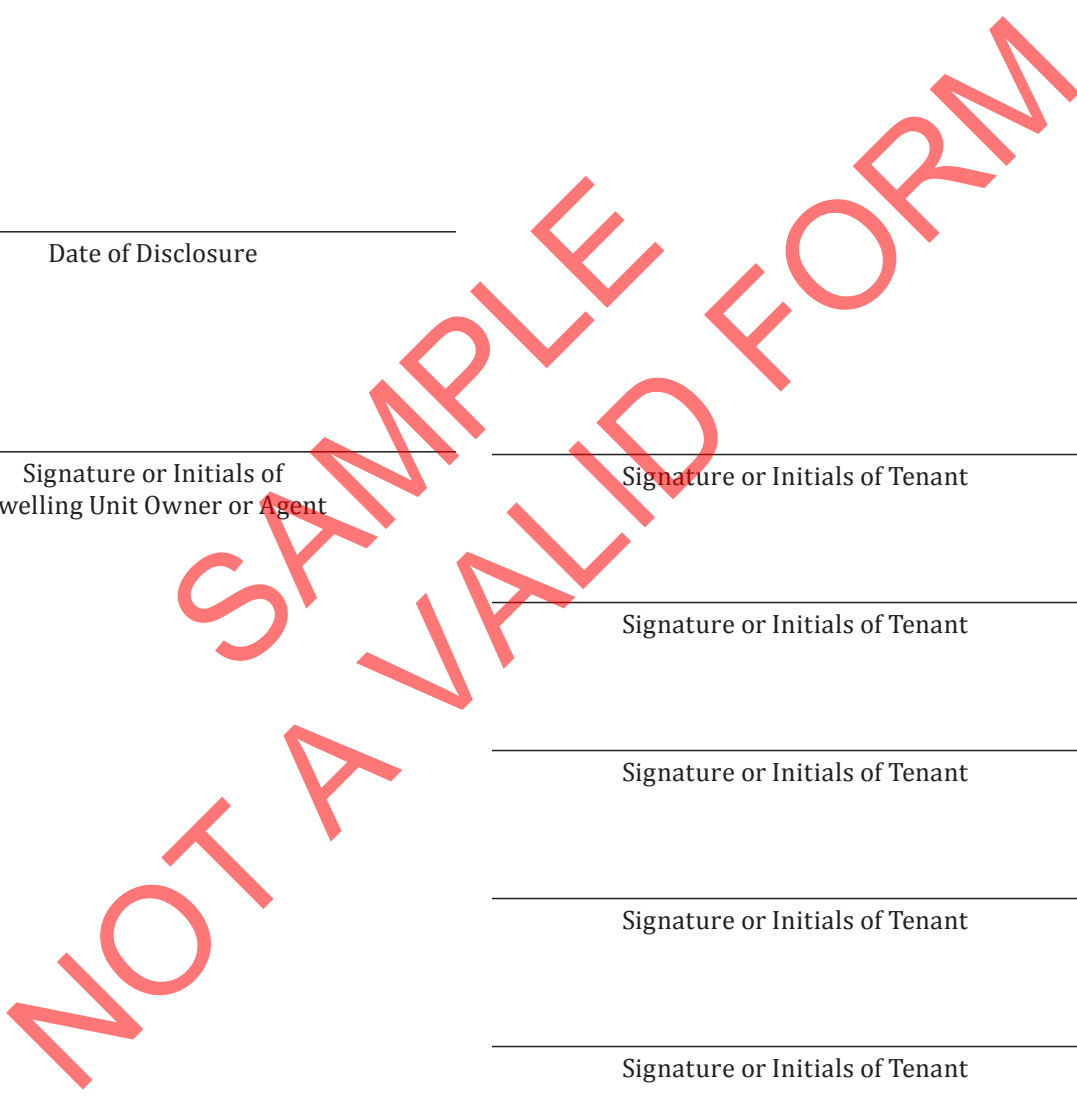
Signature or Initials of Tenant

Signature or Initials of Tenant

Signature or Initials of Tenant

Signature or Initials of Tenant

Signature or Initials of Tenant



**ADDENDUM REGARDING RECREATIONAL AND MEDICAL MARIJUANA
USE AND LANDLORD'S COMMITMENT TO ENFORCEMENT
OF CRIME/DRUG FREE ADDENDUM**



1. APARTMENT DESCRIPTION.

Unit No. _____, _____
 _____ (street address) in
 _____ (city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
 Owner's name: _____

Residents (list all residents):

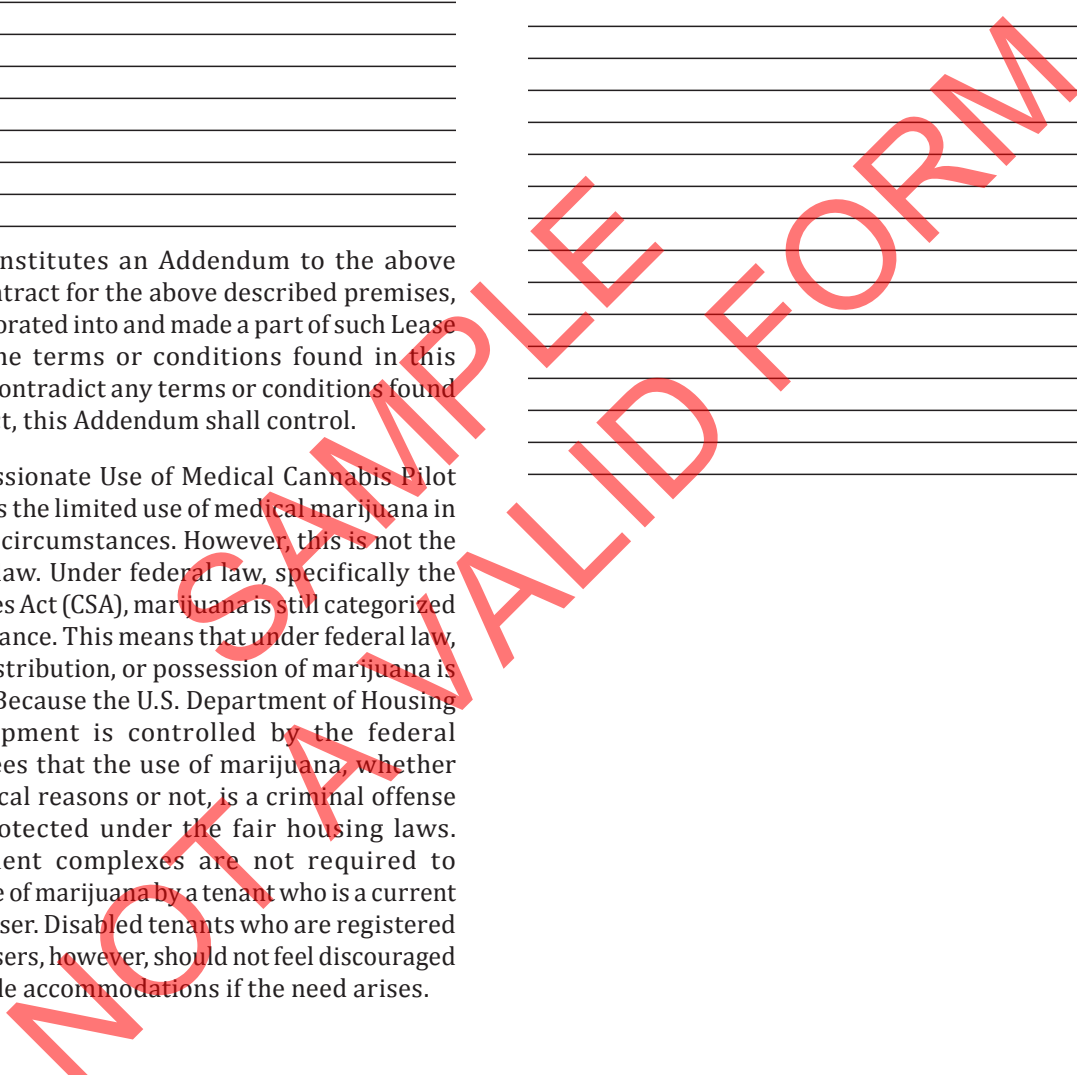
This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. The Illinois Compassionate Use of Medical Cannabis Pilot Program Act permits the limited use of medical marijuana in specific and limited circumstances. However, this is not the case under federal law. Under federal law, specifically the Controlled Substances Act (CSA), marijuana is still categorized as a Schedule I substance. This means that under federal law, the manufacture, distribution, or possession of marijuana is strictly prohibited. Because the U.S. Department of Housing and Urban Development is controlled by the federal government, it agrees that the use of marijuana, whether prescribed for medical reasons or not, is a criminal offense and will not be protected under the fair housing laws. Therefore, apartment complexes are not required to accommodate the use of marijuana by a tenant who is a current medical marijuana user. Disabled tenants who are registered medical marijuana users, however, should not feel discouraged to request reasonable accommodations if the need arises.

4. The Premises listed above follows and complies with federal law regarding marijuana use and is, and will continue to be, a drug free community. Possession, use, manufacture or sale of any illegal substance, including marijuana, or any use of marijuana by the tenant and/or guests will result in immediate termination. If you have any questions or concerns about this policy, please speak to management.

5. By signing below, the resident acknowledges his or her understanding of the terms and conditions as stated above, and his or her agreement to comply with those terms and conditions.

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:



Resident or Residents (sign here)

Date of Signing Addendum

Owner or Owner's Representative (signs here)

Date of Signing Addendum

MIXED USE ADDENDUM



1. APARTMENT UNIT DESCRIPTION.

Unit No. _____, _____

_____ (street address) in

(city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This document shall serve as an addendum ("the Addendum") to the residential lease contract (the "Lease") between Resident and Owner. **Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control.**

3. PURPOSE OF ADDENDUM. The purpose of this Addendum is to provide you with notice that the apartment is located in a mixed-use living environment. The area surrounding the apartment contains both residences and commercial businesses. These commercial entities will produce certain noises, sounds, and odors up to twenty-four (24) hours a day.

4. RESIDENT ACKNOWLEDGEMENT. By signing this Addendum, Resident acknowledges, understands and hereby agrees:

The apartment is located in the immediate area of commercial businesses, including, but not limited to, bars, nightclubs, restaurants and retail stores. Certain challenges may be associated with living in immediate proximity to such commercial businesses. These challenges may include these businesses emitting, but are not limited to: lights, noises, sounds (including but not limited to music, voices and other forms of entertainment), vibrations, odors and smoke, which may penetrate the walls and floors of the apartment. Such challenges may occur up to twenty-four (24) hours a day.

5. RESIDENT DUE DILIGENCE. Landlord has encouraged resident to research the area around their apartment. You agree that you were given the opportunity to exercise due diligence by reading this Addendum and researching the area surrounding the apartment. You acknowledge and understand the risks disclosed herein. Having conducted your due diligence, you agree to fully assume the risks set forth in this Addendum.

6. ASSUMPTION OF RISK / WAIVER. You have chosen to reside at the apartment despite any inconveniences such as those disclosed herein or any other inconvenience, which may be associated with living in a mixed-use environment. You further agree: You are voluntarily assuming the risks of inconvenience and nuisance related to residing in an apartment located in a mixed-use area. You agree that any inconvenience associated with the mixed-use and/or the surrounding area, such as, but not limited to, those disclosed herein, will not be deemed to give you any offset to rent obligations, nor will they be the basis for a complaint against us for rent relief, constructive eviction, fitness and habitability, peaceful and quiet enjoyment, nuisance, or any other claim, right or remedy. We shall have no duty to evict any commercial business for any lights, sounds, vibrations, odors, etc. that may occur as a result of their commercial business. As such, you waive any and all claims against us that arise out of or are in any way related to lights, noises, sounds, vibrations, smoke, odors or any other inconvenience that may be caused by commercial businesses within the mixed-use area and/or their guests.

7. SEVERABILITY. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum



MOLD INFORMATION AND PREVENTION ADDENDUM



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your apartment. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. APARTMENT DESCRIPTION.

Unit No. _____,

_____ (street address) in

(city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside an apartment, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your apartment, you must do the following:

- Keep your apartment clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or

cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your apartment dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your apartment. Failure to promptly pay attention to leaks and moisture that might accumulate on apartment surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be

used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

7. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on *porous surfaces*, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.

8. COMPLIANCE. Complying with this addendum will help prevent mold growth in your apartment, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the apartment and any health problems that may result. We can't fix problems in your apartment unless we know about them.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Signs here)

Date of Lease Contract

NOT A VALID FORM





THE VILLAGE OF MOUNT PROSPECT LANDLORD - TENANT RIGHTS SUMMARY

WHAT IS THE PURPOSE OF THIS DOCUMENT? [Sec. 23.1801]

This document was created to clearly explain the rights and obligations of the landlord and the tenant when renting a dwelling in the Village. It may be used as a guide to better understand Article XVIII, Residential Landlord and Tenant Regulations of the Village Code. For specific information, please consult Article XVIII before taking action. Advice of legal council is also recommended.

WHAT UNITS ARE COVERED BY THE ORDINANCE?

[Sec. 23.1802]

The rights, obligations, and remedies set forth in this document apply to rental dwellings throughout the Village.

WHAT UNITS ARE NOT COVERED BY THE ORDINANCE?

[Sec. 23.1802] The landlord and tenant rights ordinance applies to all rental properties except:

1. Residence at a public or private medical, geriatric, educational, religious, nursing or retirement institution;
2. Occupancy under a contract of sale of a dwelling unit if the occupant is the purchaser;
3. Residential care home.
4. Hotel or motel.

RENTAL AGREEMENTS [Sec. 23.1804] and [23.1814]

The landlord and tenant may include rental agreement terms and conditions other than those included in this document.

All rental agreements between landlords and tenants must be in writing, dated and signed by both parties. Signed copies must be presented to both parties at the time of signing.

The lease must include crime free lease provision providing the landlord with authority to initiate eviction where the tenant, any members of the tenants household, or guests shall not engage in criminal activity or permit criminal activity on the leased premises; jeopardize the health safety and welfare of the landlord, his agent, other tenants; or involves imminent or serious property damage. Examples of criminal activity are homicide; kidnapping; prostitution or keeping a place of prostitution; child pornography or providing harmful material to minors; bodily harm; theft; possession of explosives, deadly weapons; mob action; disorderly conduct; gambling; possession or sale of drugs; and purchase or gifts of alcohol to persons under age 21.

Rent must be payable without demand or notice at the time and place agreed upon by the parties.

Unless the rental agreement otherwise, tenancy shall be week to week if the tenant pays weekly rent, and month to month if the tenant pays monthly rent.

The lease must notify the tenant that the unit is subject to regular inspection and/or investigation of complaints of violation.

If a landlord fails to sign the lease, but the landlord accepts the rent, then the terms of the lease are effective.

If a tenant fails to sign the lease, but the tenant pays the rent, then the terms of the lease are effective.

No lease may contain any of the following terms:

1. Waiver of rights or remedies set forth in the Village Code;
2. Permission to the landlord to plead the tenant guilty in court;
3. Excuse or protect the landlord or tenant from any legal obligation or the costs connected to that obligation.

The landlord must notify you in writing that he/she intends to terminate the lease.

If you are renting month-to-month, you are entitled to a 30-day written notice.

Leases running year-to-year require a 60-day written notice.

If the landlord fails to provide the required written notice, the lease is not terminated until the tenant has been given written notice.

A landlord's right to terminate a lease is waived only if there is written proof, signed and dated by both parties, that the landlord accepted rent from a tenant who has violated the terms of the lease.

A copy of this document and the Village's occupancy requirements must be given to the tenant along with the lease.

TENANT OBLIGATIONS [Sec. 23.1805]

The tenant shall:

1. Comply with all obligations imposed specifically upon tenants by the Municipal code.
2. Keep the unit safe and clean.
3. Use all equipment and facilities in a reasonable manner.
4. Not disturb other residents.
5. Allow the landlord reasonable access to the unit.
6. Sublet only under the terms of the lease and may not sublet a portion of the unit.

LANDLORD OBLIGATIONS [Sec. 23.1806]

Interest must be paid on security deposits or prepaid rent in developments of more than 25 units and within 30 days of the end of the lease.

A landlord must return all security deposits and interest minus unpaid rent and the actual cost of repairs, within 45 days from the date the tenant vacates the dwelling unit.

An itemized list of the damages subtracted from the security deposits must be provided within 30 days and delivered by certified mail or personal service.

When requested, the landlord shall make a walk through inspection and tenant before the lease begins and again before it ends.

At the start of a lease, the landlord is required to provide the tenant with the current:

1. Name, address, and phone number of the owner or manager.
2. Owner or name of the person authorized to receive legal notices, and written complaints.

If the agent fails to provide the owner information, then the agent is personally responsible.

Landlord must tell prospective and renewing tenants, in writing, about existing code violations.

The landlord must maintain the property in compliance with all applicable provisions of the Village code and promptly make all repairs to fulfill this obligation.

The landlord and tenant may agree that a tenant will make repairs or maintain the property, if it does not diminish the landlord's obligation to this or other tenants. The agreement must be in writing and signed by both parties.

If the landlord sells the unit or complex, and properly notifies the tenant, the landlord or manager is no longer liable for the terms of the lease. However, the landlord is responsible for returning any money or property withheld as a security deposit or as prepaid rent.

If requested, the landlord must provide a written receipt of any payment made (i.e., rent, security deposits, etc.).

APARTMENT RULES [Sec. 23.1806]

The landlord can make rules concerning the tenant's use and occupancy of the unit, if the rules:

1. Are intended for the general benefit or improvement of the unit or complex;
2. Are reasonably related to the purpose for which they were intended;
3. Apply to all tenants in the complex;
4. Fairly notify the tenant of what is expected of them;
5. Are not used to excuse the landlord from any obligations;
6. Are attached to the lease so that the tenant has notice of them at the time he/she signs the lease;

If a rule is altered or adopted after a tenant signs a lease it is not enforceable unless the tenant consents to it or state or federal law requires the change.

LANDLORD'S RIGHT OF ACCESS [Sec. 23.1806] and [Sec. 23.1811]

The landlord shall not abuse the right to access to the rental unit or use it to harass the tenant. Except in cases of emergencies, the landlord must give the tenant reasonable notice before he/she may enter the unit:

1. To conduct inspections;
2. With the Village during annual license inspections or during the investigation of a complaint;
3. To make repairs;
4. To supply necessary services;
5. To show the unit to prospective buyers, mortgagees, tenants, or trades.

If a tenant refuses to allow lawful access, the landlord may obtain an injunction to allow access or terminate the lease. The landlord may sue for possession and up to 2 months' rent and any damages the court may award.

If the landlord makes an unlawful entry or lawful entry in a harassing manner, the tenant may obtain an injunction to prevent access or terminate the lease. The tenant may sue for possession and up to 2 months' rent and any damages the court may award.

Any person found guilty of violating this Section shall be fined not less than \$200.00 and not more than \$1500.00. Each day that the violation continues shall be considered a separate offense and fined accordingly.

LANDLORD REMEDIES [Sec. 23.1807] and [Sec. 23.1811]

If all the rent is not paid after a landlord's five-day notice, the tenant can be evicted or the landlord may collect a late payment fee in the amount of five (5%) of the rental payment. If a landlord's ten-day notice to correct a lease breach is ignored, the tenant can be evicted and also sued for the rest of the rent. If the tenant violates the applicable Village codes or fails to keep the unit clean, safe, or disturbs neighbors, or does some sort of mischief to the building, the landlord can enter the unit, fix the problem and charge the tenant. If the lease is terminated, the landlord can take the tenant to court to recover any lost property or money.

The landlord may sue for possession if:

1. A violation of code was caused by the tenant, the tenant's family or guest; or
2. The tenant is overdue on rent.

If the tenant refuses to leave the unit after the lease has been terminated, the landlord may sue for possession and up to 2 months' rent and any damages the court may award.

ABANDONED UNITS [Sec. 23.1807]

If the tenant is absent from the unit for 10 or more consecutive days without notifying the landlord, it will be assumed that the tenant has abandoned the unit.

If the tenant abandons the rental unit, the landlord may:

1. Terminate the lease and proceed in recovering lost costs in court.
2. Attempt to rent the unit at the same price that the previous tenant had paid. If successful, the tenant is only responsible for the rent lost while the unit was unoccupied. If unsuccessful, the tenant is responsible for paying rent for the remainder of the lease. In addition the tenant is responsible for advertising and reasonable redecorating costs.

The landlord may dispose of abandoned property any way that he/she sees fit. If the items are sold, any profit from the sale should be credited to the tenant's outstanding debt.

TENANT REMEDIES [Sec. 23.1808] and [Sec. 23.1804]

If the landlord fails to honor any of the obligations set forth in the lease or by the Village Code, the tenant can recover any damages in a court of law. The tenant can give the landlord notice that the lease will be broken if:

1. Through no fault of the tenant, the tenant's family, or guests the landlord does not abide by the lease; or
2. The landlord does not provide a habitable dwelling.

If the tenant lawfully terminates the lease, the landlord must return all security deposits, prepaid rent, and interest to the tenant.
 If the unit is not ready when the lease begins, the rent stops and the tenant may:

1. Upon 5 days notice, break the lease.
2. Sue the landlord for possession and damages.

If the landlord purposely prevents the unit from being ready, it is possible for the tenant to sue for up to 2 months' rent.
 Unlawful lease terms cannot be enforced. The tenant can sue the landlord for actual damages or two months' rent if the landlord tries to enforce illegal clauses. If a court finds the terms of a lease to be unjust the court may grant the following relief:

1. Negation of the lease;
2. Negation of the unjust provision only; or
3. Limit the application of any provision to avoid an unjust result;
4. Such other relief as the court deems proper.

FAILURE TO PROVIDE ESSENTIAL SERVICES [Sec. 23.1808]
 If gas, electric, heat, water, or sewer are not provided as required by the lease, or there is an immediate danger to the tenants through no fault of the tenant or his family or guests, the tenant may give the landlord notice requesting repair of the service or require that the landlord provide substitute housing at the landlord's expense.

If the landlord fails to restore service or provide substitute housing within 36 hours of receiving the notice, the tenant may:

1. Have the repairs made, upon presenting paid receipts to the landlord; deduct the cost from the rent.
2. File suit against the landlord and recover damages based on the reduced value of the unit.
3. Find substitute housing and be excused from paying rent for that period. The tenant may also recover from the landlord the cost of substitute housing up to an amount equal to the monthly rent for each month or portion thereof.

If the Village or any department of the Village spends money to remedy the situation, the Village shall have a lien for those funds on any amount recoverable by the tenant from the landlord.

If the landlord fails to correct a violation cited by the Village and such failure renders the premises not reasonably fit and habitable, the tenant may:

1. Following proper notice, withhold from the monthly rent an amount that reflects the reduced value of the premises, but not exceeding 75% of the rent. Notice of 7 days is required.
2. If after 21 days from the giving of notice the matter has not been resolved, the landlord or tenant may recover damages in a court of law.

A tenant may not withhold rent if the tenant, the tenant's family, or guest created the code violations.

In the event that violations are present in a common area, the Village may contact each affected tenant by mail.

In the event that the landlord takes action, the tenant can file a counterclaim.

FIRE OR CASUALTY DAMAGE [Sec. 23.1808]
 If the tenant, tenant's family, or guests are not responsible for fire or accident, the tenant may:

1. Stay in the unit, if it is legal, but if the tenant stays and is denied use of a portion of the unit through damage, he/she may reduce his/her rent to reflect the reduced value of the unit.
2. Move out immediately, but if this is done, the tenant must provide written notice to the landlord of the intention to terminate within 14 days after moving out.
3. Agree to accept alternate housing provided by the landlord, if available.

If the lease is terminated on account of fire or other casualty, the landlord must return all security deposits, prepaid rent, and interest to the tenant. When calculating rent, the termination date should be same as the date of the fire.

RETALIATORY CONDUCT [Sec. 23.1809]

A landlord cannot take retaliatory action against a tenant because a tenant:

1. Complains or testifies in good faith to governmental agencies or officials charged with the responsibility for the enforcement of such code; or
2. Complained to the landlord of a violation under subsections 23.1806C4 or D; or
3. Organized or became a member of a tenant association or similar organization; or
4. Exercised or attempted to exercise any right or enforce any remedy granted to him under this document.

If the landlord violates this clause, the tenant has the right to sue for possession or terminate the lease. The tenant may recover up to 2 months' rent and any damages the court may award. If the lease is terminated under this section the landlord must return all security deposits, interest, and prepaid rent.

LOCKOUTS [Sec. 23.1811]

It is illegal for a landlord to lock out a tenant, or change the locks, or remove doors of a rental unit, or to cut off heat, utility or water service, or to do anything that interferes with the tenant's use of the apartment.

This section does not apply where:

1. A landlord follows Illinois laws pertaining to forcible entry and eviction; or
2. A landlord follows State laws pertaining to late rent and shows the Village Manager proof that a law suit has been filed; or
3. A landlord is acting on a court order; or
4. A landlord does so in an effort to make necessary repairs; or
5. The rental unit has been abandoned.

If a court finds the landlord guilty of such a violation, the tenant is entitled to recover possession of the unit and/or all personal property, and may be awarded up to 2 months' rent and any damages awarded by the court or the tenant may terminate the lease by sending written notice to the landlord within 3 days of the

violation. If the lease is terminated, the landlord must return all security deposits, interest, and prepaid rent.

CIVIL ACTION BY VILLAGE TO ENFORCE COMPLIANCE [Sec. 23.1812]

If it is found that a landlord or tenant is violating any provision of the Village Code, the Village may bring a civil action and have the right to one or more of the following: a permanent or temporary injunction, restraining order, the appointment of a receiver, and damages.

LICENSE TO OPERATE RENTAL DWELLINGS [Sec. 23.1814] and [23.1815]

A license is required for a landlord to rent a residential dwelling. It is illegal for a tenant or landlord to sign a lease for a rental dwelling that is not licensed or whose license has been revoked. It is illegal for any person to occupy, renew a lease, offer for rent, or permit occupancy of a rental dwelling that is not licensed or the license has been revoked.

INSPECTIONS BY THE VILLAGE [Sec. 23.1816] and [23.1813]

The exterior, common areas, and 20% of the dwelling units in buildings containing three or more units are inspected annually except where there are no or only minor deficiencies. Where there are no or only minor deficiencies only 5% of the dwelling units will be inspected and when 5% is less than 1 no the dwelling unit inspection will no occur the following year. Incentive schedule will be in effect only while the minor deficiencies found are corrected in a timely manner. Deficiencies can be found during routine inspections or service requests. If the owner, tenant, or other agent refuses an inspection upon approval of the Village Manager the inspector will obtain an administrative warrant to authorize inspection. A license may be denied or revoked if the property fails an inspection or is a "Chronic Public Nuisance" where criminal activity repeatedly occurs. The owner will be given 30 days notice before an inspection. The owner is required to provide the tenant with 72-hour notice before an inspection.

REVOCAION OR DENIAL OF LICENSE [Sec. 23.1821]

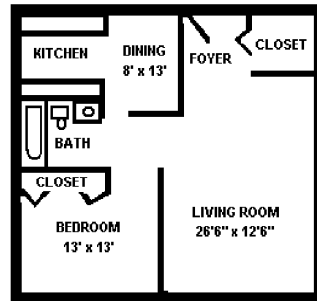
If a license is revoked or denied, the inspector will notify the property owner and all residents of the building(s) by posting a notice informing tenants that no leases can be renewed and no new leases can be signed until the building is properly licensed.

CALCULATING OCCUPANCY LIMITS
 Overcrowding is prohibited. One occupant is permitted for every 50 square feet of sleeping area. Primarily sleeping area is classified as bedrooms. However, if the area of the dining room or living room is greater than the minimum area listed below in Table 404.5, then the difference between that room's area and the minimum requirement may be applied toward sleeping area.

**TABLE 404.5
 MINIMUM AREA REQUIREMENTS**

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 occupants	3-5 occupants	6 or more
Living room	No requirements	120	150
Dining room	No requirements	80	100
Kitchen	50	50	60

Calculations are difficult when the living room or dining room exceed the minimum requirements in Table 404.5. For assistance, please call the Environmental Health office at (847) 870-5668. A sample calculation is provided below.



Sample Calculation:
 The length of the bedroom is 13 feet, and the width of the bedroom is 13 feet. 13 feet X 13 feet = 169 square feet / 50 square feet per occupant = Three occupants.
 The length of the living room is 26 1/2 feet and the width is 12 1/2 feet. 26 1/2 feet X 12 1/2 feet = 332 square feet and that is 182 square feet in excess of the minimum 150 square feet of living room area for six or more occupants in table 404.5.
 The length of the dining room is 13 feet and the width is 8 feet. The floor area of the dining room is 13 feet X 8 feet = 104 square feet and that is 4 square feet in excess of the minimum of 100 square feet for six or more occupants.
 Since the excess living room floor area of 182 square feet is in excess of the minimum 70 square feet for one occupant, the excess square footage may be used to calculate sleeping area for additional occupants. 182 excess living room floor area / 50 square feet per occupant = Three occupants. The total occupants that can occupy this dwelling are six.

Landlords may permit fewer occupants than this code.

**ACKNOWLEDGMENT OF RECEIPT OF MOUNT PROSPECT
LANDLORD - TENANT RIGHTS SUMMARY**

This Acknowledgment is incorporated into the Apartment Lease Contract dated _____
between _____

_____ (“We” and/or “we” and/or “us”) and _____

_____ (“You” and/or “you”) of Unit No. _____ located at _____ (street address)

in Mount Prospect, IL and is in addition to all terms and conditions in the Apartment Lease Contract.

In accordance with Mount Prospect Landlord - Tenant Rights Summary Ordinance, we are delivering to you a copy of the Summary of the Mount Prospect Landlord - Tenant Rights Article as prepared by Mount Prospect. Resident(s) hereby acknowledges receipt of this summary.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Rental Agreement

NOT A VALID FORM



NO-SMOKING ADDENDUM



Date: _____
(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. APARTMENT DESCRIPTION.

Unit No. _____,

_____ (street address) in

(city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED. All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any apartment, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, apartments, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds.

Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any apartment or building is also prohibited by this Addendum and other provisions of the Lease Contract.

5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY. Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least _____ feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your apartment is is not permitted.

The following outside areas of the community may be used for smoking: _____

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the apartments or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING. You are responsible for payment of all costs and damages to your apartment, other residents' apartments, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the apartment or building is in excess of normal wear and tear in our smoke free apartment community.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their apartments, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM. We have the right to terminate your Lease Contract or right of occupancy of the apartment for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the apartment is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the apartment.

- 9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING.** Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.
- 10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS.** You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.
- 11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT.** Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your apartment or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the apartment. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

- 12. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Sign here)

NOT A VALID FORM

RESIDENT'S NOTICE OF INTENT TO MOVE OUT

To be delivered to owner's representative



APARTMENT DESCRIPTION. Unit No. _____, _____ (street address) in _____ (city), Illinois, _____ (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: _____ Owner's name: _____

Residents (list all residents): _____

Date you will move out and surrender premises: _____

1. CHANGES IN MOVE-OUT DATE. Under the Lease Contract, you must obtain our prior written approval to change or retract the move-out date. You may not hold over beyond the above move-out date. If the apartment is relet to others after we receive this notice, you won't be granted any extensions. We and any new residents may rely on this move-out notice for all purposes.

2. DATE OF SURRENDER. Under the Lease Contract, you *surrender* the apartment for all purposes (including security deposit refund, cleaning, and all repairs) when you do any of the following:

- turn in all keys/access devices where you pay the rent;
- the move-out date has passed and no one is living in the apartment;
- abandon the apartment (as defined in the Lease Contract).

All residents and occupants lose their right of possession on the move-out date. Any resident who wishes to remain lawfully in the apartment must sign a new Lease Contract.

3. EARLY MOVE-OUT AND OTHER LEASE CONTRACT VIOLATIONS. Under the Lease Contract, our representative's receipt of this notice does not constitute approval of an early move-out and does not constitute a release of any resident's liability for money due under the Lease Contract. We reserve all contractual and statutory remedies for unauthorized early move-out, including late payment charges, returned-check charges, damages, attorney's fees, and liability for increased holdover rents and Lease Contract extensions.

4. HOLDOVER. If you stay beyond the move-out date, you may be subject to increased rent for the holdover period and liable for all damages as outlined in the Lease Contract.

5. CLEANING. Under the Lease Contract, you must leave the apartment in a clean condition. Please follow any written move-out cleaning instructions that we've furnished.

6. FORWARDING ADDRESSES. Please circle the forwarding address below where we should mail the security deposit refund and/or accounting. If no address is circled, it will be mailed to the first address listed.

7. RETAINING RECEIPT. After our representative signs and acknowledges receiving this notice, you should keep the bottom portion of this notice as verification that you gave written move-out notice.

8. PROPER NOTICE. When you use this form, notice from one resident is notice from all, except when a co-resident (other than the terminating resident's spouse or dependent) terminates because of the Servicemembers Civil Relief Act (SCRA). Your advance notice must be at least the number of days notice required in the Lease Contract, even if your contract has become a month-to-month lease.

9. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification or disapproval before final refunding or accounting.

10. REASONS FOR MOVING. (Optional)

11. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Your Signature or Signatures

Your Forwarding Address (You must provide this information.)

You may be contacted now at:
Home phone: _____
Work phone: _____
Date when you delivered this notice: _____

FOR OFFICE USE ONLY
Owner's representative who received notice: _____
Date notice was received: _____
Move-out date was approved or disapproved

Owner's Acknowledgment of Receiving Move-Out Notice
(To be copied, returned to and kept by residents)

We acknowledge receiving your notice of intent to move out of Apt. No. _____ in _____

(name of apartment community), or street address (if house, duplex, etc.): _____

Date of intended move-out: _____

If move-out is approved, prorated rent (if any) through move-out date: \$ _____.

If your move-out notice does not comply with the Lease Contract and we haven't given you a written release of your obligations under the Lease Contract, your right of occupancy will end on the move-out date and you will continue to be liable for all sums due until the Lease Contract or renewal period expires, as defined by the Lease Contract.

You are encouraged to reconsider your decision to move out, but at our option, we will have the right to rely on your notice and may enter into Lease Contracts with others for commencement on the day after your move-out date. Our remedies for early move-out, nonpayment, and other Lease Contract violations will not be waived or diminished by our receipt or acceptance of your move-out notice.

Check only one of the following:

- We acknowledge receipt of your move-out notice. We do not approve it or release you from liability under the Lease Contract. However, we are entitled to rely on your notice for purposes of reletting your apartment to others.
- We acknowledge receipt of your move-out notice, but we do not have enough information at this time to approve or disapprove it. Therefore, your notice is presumed disapproved until we notify you otherwise.
- We approve the move-out date stated above, and your Lease Contract term will end on that date.

Date notice received by our representative: _____

Signature of our representative: _____

NOT A VALID FORM



NOTICE OF TEMPORARY WAIVER OF LATE FEES



LEASE CONTRACT DATE: _____

OWNER'S NAME: _____

RESIDENTS (LIST ALL RESIDENTS):

DWELLING UNIT DESCRIPTION.

Unit No. _____, _____
(street address) in _____ (city), Illinois, _____ (zip code).

Dear Resident(s):

We understand COVID-19, the coronavirus, has directly affected many of our residents. Some residents have experienced a loss of wages, incurred new medical expenses or been laid off from their place of employment as a result of the COVID-19 pandemic. To ease the financial hardship and difficulties so many of our residents are facing, we are willing to waive certain late fees.

This notice relates to late fees for the non-payment of rent incurred during the period covering the dates beginning _____ and ending _____ (the "Waiver Period").

During the Waiver Period and provided you pay your monthly rent on or before the _____ of each month, we agree to waive the late fees that you incur under the Rent and Charges paragraph of your Lease Contract for the month in which rent is paid.

This waiver covers only late fees for the Waiver Period specified above. We are under no obligation to waive rent, other late fees, or other sums due or which will become due.

If you anticipate difficulty paying rent due to loss from the coronavirus, we encourage you to contact our team by calling _____ or by emailing _____.

Keep in mind that you will likely be asked to explain how you've personally been financially burdened by COVID-19. Depending on your situation, our response and any relief we may agree upon may vary.

Any and all terms and conditions of the Lease Contract that are not specifically amended herein remain in full force and effect.

SPECIAL PROVISIONS.

Owner or Owner's Representative
(Signs below)



OAKBROOK TERRACE, IL
CRIME FREE LEASE ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. _____,

_____ (street address) in

(city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the apartment, all common areas, all other apartments on the property or any common areas or other apartments on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

- 1. Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident are prohibited from:
 - a. Engaging in any criminal activity, including drug-related criminal activity, on or off the said premises. Drug related criminal activity shall mean the illegal manufacture, sale, distribution, use, possession and possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (also as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)). (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this Lease Contract.)

- b. Engaging in any act intended to facilitate criminal activity or permitting the dwelling unit to be used for criminal activity.
- c. Engaging in the illegal manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in Illinois Compiled statutes, at any locations, whether on or near the dwelling unit premises.
- d. Engaging in any illegal activity, including, but not limited to prostitution, criminal street gang activity, threatening or intimidating, assault, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the Lease Contract that otherwise jeopardizes the health, or safety of the Owner, Owner's Agents, or other Residents, or involving imminent or actual serious property damage.

2. VIOLATION OF ANY ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE CONTRACT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed serious, material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the Lease Contract. Proof of such a violation shall not require a criminal conviction, but shall only require a preponderance of the evidence to prove the violation(s) in a Forcible Entry and Detainer action.

3. Resident also agrees to be responsible for the actions of members of Resident's household, Resident's guests and all other persons affiliated with the Resident, regardless of whether Resident knew or should have known about any such actions.

4. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Sign here)

Date of Signing Addendum



OAKBROOK TERRACE, IL
APARTMENT LEASE CONTRACT ADDENDUM



This Addendum is made this _____ day of _____, _____ by and between the Tenant and Landlord for the purpose of deleting, modifying and adding to the Apartment Lease Contract executed by and between the Tenant and Landlord on _____. The Tenant and Landlord hereby agree to the following deletions, modifications and additions to the Apartment Lease Contract.

This Addendum constitutes an Addendum to the Lease Contract for the described premises on page 1, paragraph 1 (Parties) of the Lease Contract, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. The **OCCUPANTS** paragraph of the Apartment Lease Contract is deleted and replaced by the following paragraph:

OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than _____ consecutive days without our prior written consent, and no more than twice that many days in any one month. *If the previous space isn't filled in, two days per month is the limit.*

The maximum number of occupants permitted in your apartment is _____. The preceding sentence is included in compliance with Code of Oakbrook Terrace, Illinois 121.06(D).

2. The **WHEN WE MAY ENTER** paragraph of the Apartment Lease Contract is deleted and replaced by the following paragraph:

WHEN WE MAY ENTER. Except as prohibited by state law or local ordinance, if you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. You will not unreasonably withhold consent for us to

enter your apartment at reasonable times for reasonable purposes as provided by statute or local ordinance. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key if:

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector, carbon monoxide detectors, and/or radon detectors, batteries; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing unauthorized access control devices; stopping excessive noise; removing health or safety hazards (including hazardous materials); removing perishable foodstuffs if your electricity is disconnected; inspecting when immediate danger to person or property is reasonably suspected; allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing the apartment to government inspectors, authorized city officials, fire marshals, lenders, appraisers, contractors, prospective buyers, or insurance agents.

3. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Sign here)

Date of Lease Contract



OAKBROOK TERRACE, IL
NOTICE OF CONSENT TO RENTAL RESIDENTIAL INSPECTION



DWELLING UNIT DESCRIPTION.

Unit No. _____, _____
_____ (street address) in
_____ (city), Illinois, _____ (zip code).

LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

In accordance with all applicable law(s), You permit Us to allow any authorized official(s) permission to gain access to Your Dwelling Unit in Your absence to complete inspections. We will follow all applicable laws to provide You with the required notice of entry.

SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(signs here)

Owner or Owner's Representative
(Sign here)

Date of Signing Notice

NOT A VALID FORM



ORLAND PARK CRIME FREE ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. _____, _____
_____ (street address) in
Orland Park, Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (first and last legal names, gender and date of birth
of all individuals who will reside at the rental property during
the term of the lease):

Resident 1: _____

Resident 1 Gender: _____

Resident 1 Date of Birth: _____

Resident 2: _____

Resident 2 Gender: _____

Resident 2 Date of Birth: _____

Resident 3: _____

Resident 3 Gender: _____

Resident 3 Date of Birth: _____

Resident 4: _____

Resident 4 Gender: _____

Resident 4 Date of Birth: _____

Resident 5: _____

Resident 5 Gender: _____

Resident 5 Date of Birth: _____

Resident 6: _____

Resident 6 Gender: _____

Resident 6 Date of Birth: _____

3. In addition to all other terms of this lease, Landlord and Tenant
agree as follows:

The tenant, any member of the tenant's household, any guest
or any other person or persons associated with the tenant or
his or her household.

- 1. Shall not engage in any criminal activity or violation of
local, state or federal law, when such activity or violation
constitutes a threat to public health or safety or which
constitute a breach of the peace or disorderly conduct, on
or near the rental unit, common areas or appurtenances;
2. Shall not engage in any act intended to facilitate any
violation of local, state or federal law, when such activity
or violation constitutes a threat to public health or safety,
and/or obstruction or resistance of law enforcement efforts
against criminal activity on or near the rental unit, common
areas or appurtenances;
3. Shall not knowingly permit, solicit, aid or abet activities
on or near the rental unit, common areas or appurtenances,
which facilitate any violation of local, state or federal law,
when such activity or violation constitutes a threat to public
health or safety or which constitute a breach of the peace
or disorderly conduct.

Should the tenant, any member of the tenant's household,
any guest or any other person or persons associated with
the tenant, or his/her household, violate any provisions
stated herein on or near the rental unit, common areas or
appurtenances, such a violation shall constitute a material
noncompliance with the lease and shall further constitute
grounds for termination of tenancy and eviction.

Violation of any of the above provisions shall be a material
and irreparable violation of the lease and good cause for
termination of tenancy. A single violation of any of the
provisions of this added addendum shall be deemed a
serious violation and a material and irreparable non-
compliance. It is understood that a single violation shall be
good cause for immediate termination of the lease. Proof
of violation shall not require criminal conviction, but the
tenant understands and agrees that an arrest (supported
by admissible corroborating evidence that criminal activity
in violation of the above provisions has occurred) for a
described violation or criminal activity shall be sufficient
evidence of a violation and grounds for termination of
tenant's tenancy and occupancy. In addition, commission
of Village ordinance violations on four (4) or more separate
occasions in a six (6) month period or on six (6) or more
separate occasions in a twelve (12) month period when
such violations constitute threats to public health or safety
or which constitute a breach of the peace or disorderly
conduct shall be good cause for termination of tenancy.

Should tenant or occupant, on one (1) or more occasions,
use or permit the use of the rental unit or rental property
for the commission of a felony or Class A misdemeanor
under the laws of the State of Illinois, the landlord shall
have the right to void the lease and recover the rental unit
or rental property pursuant to 735 ILCS 5/9-120.

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

NOTE: A TENANT WILL NOT BE IN VIOLATION OF THIS
LEASE OR SUBJECT TO EVICTION FOR CONTACTING THE
POLICE, OR FOR SEEKING OTHER PUBLIC SERVICES, AS A
CRIME VICTIM OR CONCERNED PERSON. A TENANT WILL
NOT BE IN VIOLATION OF THIS LEASE OR SUBJECT TO
EVICTION FOR REPORTING ACTS OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT OR STALKING. A
TENANT IS ENCOURAGED TO REPORT THESE CRIMES
WITHOUT FEAR OF HIS/HER STATUS AS A TENANT.

4. SPECIAL PROVISIONS. The following special provisions
control over conflicting provisions of this printed form:

Resident(s)
(All residents must sign here)

Date of Signing Addendum

Owner's Representative
(Sign here)

Date of Signing Addendum

**NOT A VALID FORM
SAMPLE**



PACKAGE ACCEPTANCE ADDENDUM



1. APARTMENT DESCRIPTION.

Unit No. _____, _____
 _____ (street address) in
 _____ (city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
 Owner's name: _____

 Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

4. PACKAGE ACCEPTANCE.

A. Generally. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

B. Limitations. You understand and agree that we may refuse to accept any package for any reason or no reason at all.

5. TIME LIMITATION. Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than _____ days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

Resident or Residents (All residents must sign)

6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER.

As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

7. SEVERABILITY. If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Owner or Owner's Representative (Signs below)

Date of Signing Addendum



RESIDENT PARKING ADDENDUM



Date: _____
(when this Addendum is filled out)

1. APARTMENT DESCRIPTION.

Unit No. _____,

_____ (street address) in

(city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

The term of this Parking Addendum is as follows:
Begins on _____, _____ and
ending on _____, _____

This Addendum constitutes an Addendum to the above
described Lease Contract for the above described premises,
and is hereby incorporated into and made a part of such Lease
Contract. Where the terms or conditions found in this
Addendum vary or contradict any terms or conditions found
in the Lease Contract, this Addendum shall control.

RESIDENT AND OWNER AGREE AS FOLLOWS:

- 3. You agree to properly register all vehicles with management. If you get a new or replacement vehicle you must notify us and complete a revised agreement.
- 4. If you are provided with a parking tag or sticker it must be properly installed and displayed.
- 5. Unless your vehicle(s) has been assigned a specific space(s) you may park in any available space(s) in the parking areas, with the exception of spaces reserved for a particular use or any marked handicap space, unless you possess a government issued handicap decal or similar signage.
- 6. If you are assigned a specific parking space(s) we shall assign you the space(s) and retain the right to change assigned space(s) at our sole discretion.
- 7. You understand and accept that we have the right at any time, without notice, to tow unauthorized or non-registered vehicles from any parking space on the property.
- 8. You agree to use parking spaces in accord with the terms of the Lease and Community Rules.
- 9. Any vehicles which are improperly parked or are in violation of this addendum, the terms of the Lease or Community Rules will be towed at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

10. You understand that we will not be held liable for any damage or theft that may occur while your vehicle(s) is parked on any part of the property. Upon signing this agreement you knowingly accept the risk of parking any vehicle(s) on the property.

11. Any action by you, any occupant, guest, or visitor that violates this addendum shall constitute a violation of the Lease Contract.

12. You understand and agree that any judgment of possession entered against you shall be a judgment for possession of any parking spaces which you are entitled to under this addendum. Once such judgment is rendered and executed upon you, you shall immediately remove all vehicles from the property parking areas. If you fail to remove your vehicle(s), we shall tow the vehicle(s) at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

COST FOR PARKING

Resident agrees to pay a onetime fee of \$ _____ per vehicle on or before the _____ day of _____, _____ any monthly parking fees shall be deemed additional rent under the Lease Terms. If Lessee fails to make any monthly parking fees, Lessor can use the same remedies as allowed for collection of rent under the Lease. In alternative resident agrees to pay \$ _____ monthly per vehicle due on or before the _____ day of the month. If no amount is filled in parking shall be free for properly registered and authorized vehicles.

Resident understands and accepts that all-parking rights and privileges will immediately be revoked in the case that Resident is _____ days delinquent in paying the required parking fee.

Resident agrees to pay \$ _____ NSF fee for all checks returned for non-sufficient funds.

VEHICLE INFORMATION:

Vehicle 1

Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

Vehicle 2

Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

Vehicle 3

Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

13. SPECIAL PROVISIONS:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

SAMPLE FORM
NOT A VALID FORM



**PAYMENT PLAN AGREEMENT
(COVID-19 PANDEMIC)**



LEASE CONTRACT DATE: _____

OWNER'S NAME: _____

RESIDENTS (LIST ALL RESIDENTS):

DWELLING UNIT DESCRIPTION.

Unit No. _____,
(street address) in _____ (city), Illinois, _____ (zip code).

Dear Resident(s):

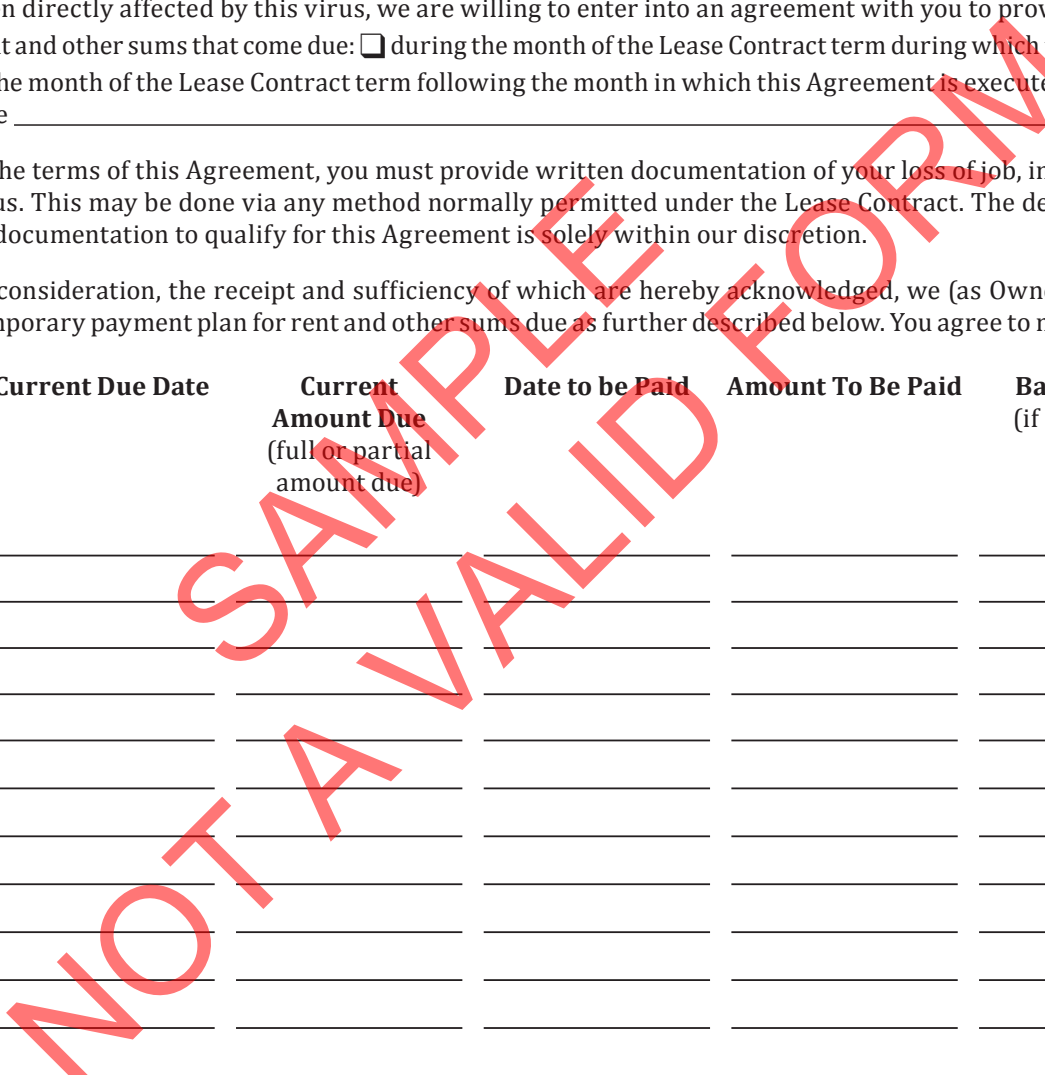
We understand COVID-19, the coronavirus, has directly affected many of our residents. Some residents have experienced a loss of wages, incurred new medical expenses or been laid off from their place of employment as a result of the COVID-19 pandemic.

For those who have been directly affected by this virus, we are willing to enter into an agreement with you to provide temporary flexibility for paying rent and other sums that come due: during the month of the Lease Contract term during which this Agreement is executed; during the month of the Lease Contract term following the month in which this Agreement is executed; or for the following period of time _____.

In order to qualify for the terms of this Agreement, you must provide written documentation of your loss of job, income, or other monetary hardship to us. This may be done via any method normally permitted under the Lease Contract. The determination of the sufficiency of such documentation to qualify for this Agreement is solely within our discretion.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we (as Owner) and you (as Resident) agree to a temporary payment plan for rent and other sums due as further described below. You agree to make payments as follows:

Payment Item (rent or other nonrent item)	Current Due Date	Current Amount Due (full or partial amount due)	Date to be Paid	Amount To Be Paid	Balance Due (if applicable)
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____



You understand and agree that your failure to comply with this Agreement is a material breach by you of the Lease Contract and a default under the Default by Resident paragraph of the Lease Contract for which we may sue you for eviction and entitles us to pursue any and all other legal remedies.

We will not pursue eviction for nonpayment of rent if the terms of this Agreement are met. If you do not timely comply with payment provisions set forth herein, we may in our sole discretion pursue eviction for nonpayment of rent and any other remedy under the Lease Contract and state and/or local laws. To the fullest extent authorized by applicable state and local law, we do not waive any right to commence eviction proceedings against you for any breach of this Payment Plan Agreement or any other breach of the Lease Contract or state or local law.

Our choice to enforce, not enforce or delay enforcement of the due date or amount of any payment due under this Agreement or the Lease Contract isn't a waiver under any circumstances.

Nothing contained in this Agreement waives, limits, prejudices or adversely affects any of our rights, remedies or powers under the Lease, by statute, at law or in equity, all of which rights, remedies and powers are expressly reserved, and all other terms and conditions of the Lease Contract not in conflict with this Agreement shall remain in full force and effect.

Any and all terms and conditions of the Lease Contract that are not specifically amended herein remain in full force and effect.

SPECIAL PROVISIONS.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

NOT A VALID FORM
SAMPLE

PHOTO, VIDEO, AND STATEMENT RELEASE ADDENDUM



1. APARTMENT DESCRIPTION.

Unit No. _____, _____
_____ (street address) in
_____ (city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

Occupants (list all occupants):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, you, without payment or other consideration, agree to grant us permission to use your likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

A. CONSENT FOR MINOR OCCUPANTS. By signing this Addendum, if any minor occupants are named above, you further certify that you are the parent, or legal guardian of the minor occupant(s) named above, and you, without payment or other consideration, agree to grant us permission to use their likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

4. PHOTO AND VIDEO RELEASE. You hereby grant us and our agents and affiliates (collectively, the "Released Parties") permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our publications, including, without limitation, any website entries, advertising websites, and any other marketing materials. You understand and agree that these materials will become the property of the Released Parties and will not be returned. You agree to irrevocably authorize the Released Parties to edit, alter, copy, exhibit, publish, or distribute this media for any lawful purpose whatsoever including, without limitation, promotional and advertising uses. You waive the right to inspect or approve the finished product, including any written or electronic copy, wherein your likeness appears now or in the future. In addition, you waive any right to payment, royalties, or any other compensation arising or related to the use of the media.

5. CONSENT TO USE YOUR NAME, LIKENESS, WRITTEN COMMENTS, AND STATEMENTS. You are expressly agreeing to allow us to post your name, picture, written comments, and statements, and/or the names, pictures, written comments, and statements of any minor occupants in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. You hereby grant the Released Parties permission and a license to use, reproduce, and publish any media on its website, social media platforms, or in other marketing-related materials, whether in electronic or print form.

6. RELEASE OF LIABILITY. You hereby release, hold harmless, and forever discharge us from any claims or causes of actions including, without limitation, any and all claims for libel or violation of any right of publicity or privacy, related to our use of the media in any and all of our publications, including any website entries, advertising websites, social media websites, and any other marketing material so long as the claim or cause of action does not result from our intentional misconduct or gross negligence. This consent and release shall be binding upon you and your heirs, legal representatives and assigns.

7. REVOCATION. You have the right to revoke your consent to our use of your name, picture, video, voice, written comments, or statement, and/or the name, picture, video, voice, written comments, or statement of any minor occupants, by written notice to us.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(signs below)

Date of Signing Addendum

NOT A VALID FORM
SAMPLE



**APPROVAL OR DENIAL OF REASONABLE ACCOMMODATION
AND/OR REASONABLE MODIFICATION REQUEST**



To: _____

Dear Resident or Applicant:

On _____ (date), you requested a reasonable accommodation and/or modification to the apartment located at Unit No. _____, _____ (street address) in _____ (city), Illinois, _____ (zip code).

We have approved your request, as follows (check all that apply):

We will grant the following accommodation(s):

We will allow the following modification(s):

The foregoing modification shall be made **at your expense** **at our expense.**

Other: _____

After careful consideration, we have not approved your request because (check all that apply):

Based on the information provided it does not appear that you are a person with a disability within the meaning of the Fair Housing Act.

The accommodation and/or modification you requested is either not reasonable and/or not necessary because:

We have concluded that the specific accommodation and/or modification that you are requesting will impose an undue financial and administrative burden on our operations or will create a substantial risk of harm to you or to other persons in the community.

We have concluded that the specific accommodation and/or modification you have requested will fundamentally alter the nature of services or resources that this community provides.

Based on the information provided, it does not appear that the accommodation and/or modification you have requested is related to your disability.

Based on the information provided, it does not appear that the accommodation and/or modification you have requested is necessary to allow you an equal opportunity to use and enjoy your housing.

Other: _____

If you feel we have made this decision in error, or if there is additional information you would like to provide us that you believe is relevant to our decision, we would like to discuss this matter with you. Please feel free to contact _____ [name of housing representative] to schedule an appointment.

Note that if there are alternative accommodations and/or modifications that you believe would be equally as effective as the accommodation or modification we are unable to provide, we are happy to consider those as well in a follow up discussion.

Date

Owner or Owner's Representative Signature

**SAMPLE FORM
NOT A VALID FORM**

REASONABLE MODIFICATIONS AND ACCOMMODATIONS POLICY



1. APARTMENT DESCRIPTION.

Unit No. _____, _____

_____ (street address) in

(city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

3. EQUAL HOUSING OPPORTUNITY POLICY. We provide rental housing on an equal opportunity basis. Consistent with this policy, we welcome persons with disabilities to our community and will not discriminate against any person because of his or her disability, or his or her association with anyone with a disability. In addition, we know that it may sometimes be necessary for persons with disabilities to be able to make modifications to their surroundings or to have accommodations made in our practices or procedures to enable them to fully enjoy and use their housing, and we have created the policy described herein to meet that need.

4. PURPOSE OF POLICY. A resident or applicant may be entitled under state and federal fair housing laws to a reasonable accommodation and/or reasonable modification when needed because of a disability of the resident, the applicant, and/or a person associated with a resident or applicant, such as a member of the household or frequent guest. The reasonable accommodation and/or reasonable modification must be necessary for the individual with the disability to have an equal opportunity to fully use and/or enjoy housing services offered to other residents and/or the individual apartment. We will grant requests for accommodations or modifications that are reasonable and necessary because of a disability, would not impose an undue financial or administrative burden on our operations, and do not fundamentally alter the nature of services or resources we provide as part of our housing program.

5. DEFINITIONS.

A. Disability. The Federal Fair Housing Act defines a person with a disability to include: (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; or (3) individuals with a record of such an impairment.

B. Reasonable Modifications. A reasonable modification is a structural change made to existing premises, occupied or to be occupied, by a person with a disability, in order to afford such person full enjoyment of the premises. These are typically structural changes to interiors and exteriors of apartments and to common and public use areas, which are necessary to accommodate a person with a disability. Depending on the nature of the request, reasonable modifications are typically granted at the expense of the person requesting them.

C. Reasonable Accommodation. A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy an apartment, including public and common areas.

6. REQUESTS FOR REASONABLE MODIFICATIONS.

A. Generally. If you are a resident or an applicant (i) with a disability, or (ii) with someone associated with you who has a disability, you have the right to request a reasonable modification to your apartment or the common areas, in accordance with fair housing laws, if such modifications may be necessary to allow you to have an equal opportunity to fully use and/or enjoy your apartment.

B. Reasonable Modification Expenses. Expenses for reasonable modifications, and restoration expenses, if applicable, of such modifications, shall be allocated in accordance with state and federal fair housing laws.

C. Permission Required, Evaluation of Disability. If you would like to request a reasonable modification to your apartment or the common areas of the community that is necessary because of a disability, you must first obtain permission from us. We prefer that you use the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance in completing this form, please let us know, and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what specific modification is being sought. In addition, if the disability or the disability-related need for the modification is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the modification; however, we will only request information necessary to evaluate your request, and all information will be kept confidential.

D. Reasonable Assurances. Depending on the modification requested, we may require you to provide reasonable assurances that the modification will be done in a workmanlike manner and that any required building permits will be obtained. In some cases, any third-party retained to perform the modification may also have to be approved in writing by us, and be properly licensed and insured. During and upon completion of the modification, we may inspect the work in connection with our overall property management responsibilities. We will not increase your security deposit as a result of a modification request. However, when applicable, if you fail to restore the interior of the apartment to its original condition, excluding normal wear and tear, at the end of the tenancy, we may assess the cost of restoration against your security deposit and/or final account upon move-out.

E. Restoration Reimbursement. At the end of your tenancy, you may be responsible to restore the interior of your apartment to its pre-modification condition at your expense, depending on the nature of the modification. Again, depending on the modification, we may request that you deposit sufficient funds for that restoration in an interest bearing escrow account to ensure any required restoration can be completed. Regardless of modification, you will remain responsible to pay for damage to your apartment in excess of ordinary wear and tear.

F. Alternative Modification. Depending on the circumstances, we may not be able to grant the exact modification you have requested and we may ask to discuss other alternatives with you.

7. REQUESTS FOR REASONABLE ACCOMMODATIONS.

A. Generally. We will make reasonable accommodations in our rules, policies, practices, and/or services, to the extent that such accommodations may be reasonably necessary to give you, as a disabled person, an equal opportunity to fully use and enjoy your apartment, and the public and common areas of the premises, and as otherwise required by law.

B. Request for Accommodation, Evaluation of Disability.

If you would like a reasonable accommodation that is necessary because of a disability, please submit a request to us, preferably using the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance completing this form please let us know and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what accommodation is being sought. In addition, if the disability is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the accommodation. We will only request information that is reasonably necessary for us to evaluate your request, and we will keep all information you provide confidential.

C. Alternative Accommodation. Depending on the circumstances, we may not be able to grant the exact accommodation you have requested and we may ask to discuss other alternatives with you.

8. OWNER RESPONSIBILITY. We will respond to all requests for a reasonable accommodation and/or modification in a timely manner. If we deny your request for a reasonable modification and/or accommodation, we will explain the reason for our denial and we will discuss with you whether there are alternative accommodations and/or modifications that we could provide that would meet your needs. We also are committed to entering into an interactive dialogue with you in relation to any request, and therefore agree to speak with you in relation to any request so that you have sufficient opportunity to provide us with any information you believe is relevant to our evaluation of your request for the modification(s) and/or accommodation(s).

9. AMENDMENT TO POLICY. This policy may be amended and updated at any time upon written notice to you. In addition, in the event of any conflict between this policy and/or state, local or federal law, the provisions of such law shall control.

If you have any questions about this policy, you should contact:

by writing or calling:

Resident or Residents
(All resident's must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing

NOT A VALID FORM



**REQUEST FOR REASONABLE ACCOMMODATION
AND/OR MODIFICATION TO RENTAL UNIT**



DATE: _____

NAME OF RESIDENT or APPLICANT: _____

APARTMENT DESCRIPTION: Unit No. _____, _____ (street address) in _____ (city), Illinois, _____ (zip code).

You have requested a reasonable accommodation or reasonable modification with regard to your housing.

1. Do you consider yourself to have a disability? NOTE: The Fair Housing Act defines a person with a disability to include individuals with a physical or mental impairment that substantially limits one or more major life activities.

- Yes No I don't know

2. Please describe the reasonable accommodation and/or modification you are requesting (check all that apply):

- I am requesting the following reasonable accommodation (a "reasonable accommodation" is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy an apartment, including public and common use spaces):

- I am requesting the following reasonable modification to the premises (a "reasonable modification" is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises):

3. Please describe how the requested accommodation or modification is necessary because of your disability. You do not need to disclose any medical information or the nature or severity of the disability; we simply need to know how your requested accommodation and/or modification is necessary and related to your disability.

If we need additional information to evaluate your request, we will let you know. If we will need to seek verification of either the existence of the disability or the disability-related need for the accommodation and/or modification you have requested, we will ask that you identify a third-party who has familiarity with your disability in a professional setting to complete a verification form we will provide. You will also be asked to sign a release allowing said third-party to respond to the verification request.

I hereby state that all of the information provided by me in this Request Form is true to the best of my knowledge and understanding.

Resident or Applicant Signature

Date



REASONABLE ACCOMMODATIONS/MODIFICATIONS
VERIFICATION FORM



Dear Verifier:

_____ (property) provides reasonable accommodations and/or modifications to our residents with disabilities who have a disability-related need for the reasonable accommodation and/or modification. A reasonable accommodation is a change, exception, or adjustment made to a rule, policy, practice or service **that is necessary because of a disability** for the resident to have an equal opportunity to use and/or enjoy an apartment community. A “reasonable modification” is a physical and/or structural change to the apartment and/or common areas **that is necessary because of a disability** for the resident to have an equal opportunity to fully use and/or enjoy an apartment community. The signed release below authorizes you to provide the information requested on this form relating to the resident’s/applicant’s request for an accommodation and/or modification due to a disability.

Name of Resident or Applicant (print): _____

Request for Reasonable Accommodation and/or Modification (what specific accommodation and/or modification is the Resident or Applicant requesting?):

Signature of Resident or Applicant: _____

By signing this Verification Form, the person identified above has authorized the verifier identified below to provide answers to the questions below to the best of his/her knowledge, solely for the purpose of determining the disability-related need for the accommodation and/or modification requested.

1. Is this Resident/Applicant disabled? State and federal laws define a person with a disability to include individuals with a physical or mental impairment that substantially limits one or more major life activities. This definition does not include the current illegal use of controlled substances.

- Yes No I don't know

2. Please describe in what manner this disability substantially limits one or more of the Resident’s/Applicant’s major life activities (Do NOT reveal the specific NATURE OR SEVERITY of the individual’s disability):

3. Does this Resident/Applicant need the accommodation and/or modification requested above to alleviate one or more symptoms of the person’s disability so that the person can have an equal opportunity to use and/or enjoy his/her housing?

- Yes No

4. If yes, please describe how this accommodation will enable the Resident/Applicant to use and/or enjoy this housing.

5. Do you have (or have you in the past had) a therapeutic relationship with _____ with regard to this person's disability **for purposes other than verifying the stated need for an assistance animal in housing as a reasonable accommodation to that disability?**

6. Are you licensed in Illinois?

Yes No, I am licensed in _____ (state)

My profession is not required to be licensed

Name and professional title of Verifier

Signature of Verifier

Date

Address

Telephone

PLEASE RETURN THIS FORM TO:

Name: _____

c/o: _____

Address: _____

Email: _____

Fax: _____

Phone: _____

NOT A VALID FORM



**LEASE ADDENDUM
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE**



1. APARTMENT DESCRIPTION.

Unit No. _____, _____

_____ (street address) in

(city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.

- Remote control for gate access.** Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you other occupants will require a \$ _____ non-refundable fee.
- Cards for gate access.** Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a \$ _____ non-refundable fee.
- Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.

- If a remote control is lost, stolen or damaged, a \$ _____ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- If a card is lost, stolen or damaged, a \$ _____ fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- We may change the code(s) at any time and notify you accordingly.

5. REPORT DAMAGE OR MALFUNCTIONS. Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

6. FOLLOW WRITTEN INSTRUCTIONS. We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. To the extent allowed by Illinois law, we are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

8. RULES IN USING VEHICLE GATES.

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

NOT A VALID FORM



LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT



1. APARTMENT DESCRIPTION.

Unit No. _____, _____

_____ (street address) in

(city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

3. CONCESSION/DISCOUNT AGREEMENT. As consideration for your agreement to remain in your apartment and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and or Discount.

(Check all that apply)

One-Time Concession. You will receive a One-Time Concession off the rent indicated in the Rent and Charges paragraph of the Lease Contract in the total amount of \$ _____. This Concession will be credited to your rent due for the month(s) of: _____

Monthly Discount/Concession. The rent indicated in the Rent and Charges paragraph of the Lease Contract includes a Monthly Discount of \$ _____ per month off of the suggested rental rate for your apartment.

Other Discount/Concession. You will receive the following discount off the rent indicated in the Rent and Charges paragraph of the Lease Contract:

Non-Monetary Concession. You will receive the following non-monetary concession during the term of the Lease.

4. CONCESSION CANCELLATION AND CHARGE-BACK. The concession and discounts indicated above are provided to you as an incentive and with the understanding that you will fulfill your obligations under the Lease Contract through the entire term of your Lease.

If your lease is terminated early due to your default (for example, if you abandon the premises without paying rent or are evicted), this Concession/Discount Agreement will be immediately terminated, and you will be required to immediately repay to the Owner the amounts of all (Check all that apply)

- Concessions
- Discounts

that you have actually received for the months you resided in the Premises, and without further notice from us.

5. MARKET RENT. The market rent for this apartment is the rent stated in the Lease Contract. You acknowledge that the market rent is a fair representation of what the specific apartment would actually rent for at the time the Lease Contract was negotiated and executed, and is reflective of the rent for a similar apartment at comparable properties.

6. SPECIAL PROVISIONS. The following special provisions control over any conflicting provisions of this printed Addendum form or the Lease Contract.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(signs here)

Date of Lease Contract



**RENTAL APPLICATION FOR
RESIDENTS AND OCCUPANTS**
(Each co-applicant and each occupant 18 years old
and over must submit a separate application.)
(NOT FOR USE IN COOK COUNTY)



Date when filled out: _____

**THIS NOTICE OF NO AGENCY IS BEING PROVIDED AS
REQUIRED BY ILLINOIS STATE LAW
NOTICE OF NO AGENCY RELATIONSHIP**

Name of "Sales/Leasing Associate"

Name of "Brokerage" (Property Management Company)

Property Address

Thank you for giving Sales/Leasing Associate the opportunity to show the unit, and complete the lease application in regard to above mentioned property. Sales/Leasing Associate's Brokerage Company has previously entered into an agreement with property owner (client) to provide certain property management and real estate brokerage services to the property owner. As a result, Sales/Leasing Associate will not be acting as your agent but as the agent of the property owner.

APPLICANT INFORMATION			
Full Name <i>(Exactly as it appears on Driver's License or Govt. ID card)</i>			
Former Name <i>(if applicable)</i>		Gender <i>(Optional)</i>	
Birthdate	Social Security #	Driver's License #	State
Government Photo ID card #		Type	
Home Phone Number	Cell Phone Number	Work Phone Number	
Email Address			
Marital Status: <input type="checkbox"/> single <input type="checkbox"/> married <input type="checkbox"/> widowed <input type="checkbox"/> separated		Do you or any occupant smoke? <input type="checkbox"/> yes <input type="checkbox"/> no	
I am applying for the apartment located at:			
Is there another co-applicant? <input type="checkbox"/> yes <input type="checkbox"/> no			
Co-applicant Name			
Email			
Co-applicant Name			
Email			
Co-applicant Name			
Email			
Co-applicant Name			
Email			
Co-applicant Name			
Email			

OTHER OCCUPANTS			
Full Name		Relationship	
Date of Birth	Social Security #	Driver's License #	State
Government Photo ID card #		Type	
Full Name		Relationship	
Date of Birth	Social Security #	Driver's License #	State
Government Photo ID card #		Type	

OTHER OCCUPANTS (CONTINUED)

Full Name _____ Relationship _____
Date of Birth _____ Social Security # _____ Driver's License # _____ State _____
Government Photo ID card # _____ Type _____

Full Name _____ Relationship _____
Date of Birth _____ Social Security # _____ Driver's License # _____ State _____
Government Photo ID card # _____ Type _____

Full Name _____ Relationship _____
Date of Birth _____ Social Security # _____ Driver's License # _____ State _____
Government Photo ID card # _____ Type _____

Full Name _____ Relationship _____
Date of Birth _____ Social Security # _____ Driver's License # _____ State _____
Government Photo ID card # _____ Type _____

RESIDENCY INFORMATION

Current Home Address (where you live now) _____ Do you rent or own?
City _____ State _____ Zip Code _____
Dates: _____ \$ _____
From _____ To _____ Monthly Payment _____
Apartment Name _____
Landlord/Lender Name _____ Phone _____
Reason for Leaving _____

(The following is only applicable if at current address for less than 6 months.)
Previous Home Address _____ Do you rent or own?
City _____ State _____ Zip Code _____
Dates: _____ \$ _____
From _____ To _____ Monthly Payment _____
Apartment Name _____
Landlord/Lender Name _____ Phone _____
Reason for Leaving _____

EMPLOYMENT INFORMATION

Present Employer _____ Address _____
City _____ State _____ Zip Code _____ Work Phone _____
Dates: _____ \$ _____
From _____ To _____ Gross Monthly Income _____
Position _____
Supervisor Name _____ Phone _____

(The following is only applicable if at current employer for less than 6 months.)
Previous Employer _____ Address _____
City _____ State _____ Zip Code _____ Work Phone _____
Dates: _____ \$ _____
From _____ To _____ Gross Monthly Income _____
Position _____
Supervisor Name _____ Phone _____

ADDITIONAL INCOME

(Income must be verified to be considered)

Type	Source	\$ Gross Monthly Amount
_____	_____	_____
Type	Source	\$ Gross Monthly Amount
_____	_____	_____

CREDIT HISTORY (if applicable)

If applicable, please explain any past credit problem:

RENTAL/CRIMINAL HISTORY

(Check only if applicable)

Have you or any occupant listed in this Application ever:

- been evicted or asked to move out?
- moved out of an apartment before the end of the lease term without the owner's consent?
- declared bankruptcy?
- been sued for rent?
- been sued for property damage?
- been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime?

Please indicate the year, location, and type of each felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime other than those resolved by dismissal or acquittal. We may need to discuss more facts before making a decision. *You represent the answer is "no" to any item not checked above.*

REFERRAL INFORMATION

How did you find us?

- Online search. Website address: _____
- Referral from a person. Name: _____
- Social Media. Which one? _____
- Other _____

EMERGENCY CONTACT

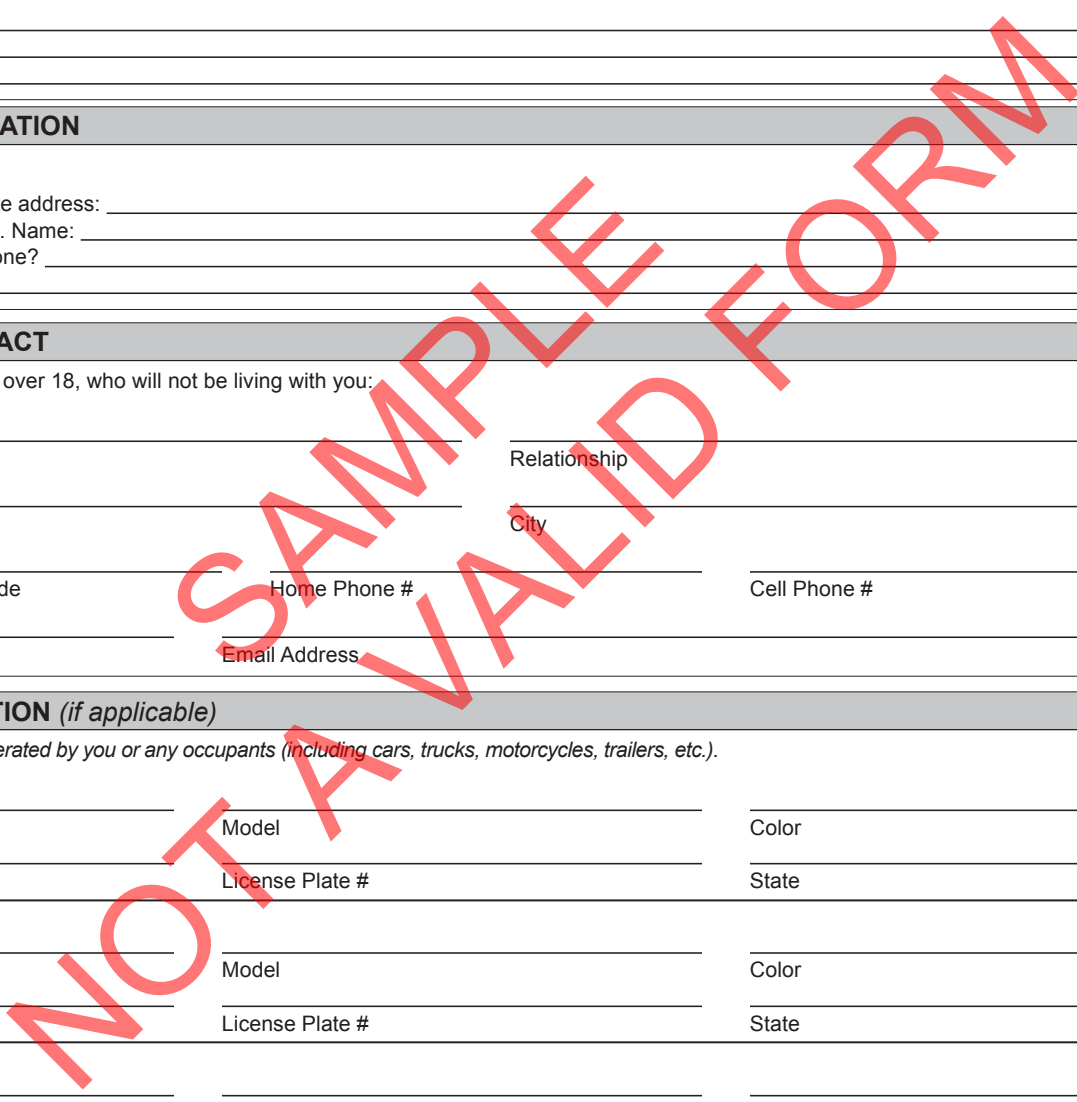
Emergency contact person over 18, who will not be living with you:

Name	Relationship		
_____	_____		
Address	City		
_____	_____		
State	Zip Code	Home Phone #	Cell Phone #
_____	_____	_____	_____
Work Phone #	Email Address		
_____	_____		

VEHICLE INFORMATION (if applicable)

List all vehicles owned or operated by you or any occupants (including cars, trucks, motorcycles, trailers, etc.).

Make	Model	Color
_____	_____	_____
Year	License Plate #	State
_____	_____	_____
Make	Model	Color
_____	_____	_____
Year	License Plate #	State
_____	_____	_____
Make	Model	Color
_____	_____	_____
Year	License Plate #	State
_____	_____	_____
Make	Model	Color
_____	_____	_____
Year	License Plate #	State
_____	_____	_____



PET INFORMATION (if applicable)

You may not have any animal in your unit without management's prior authorization in writing. If we allow your requested animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges.

_____	_____	_____
Name	Type	Breed
_____	_____	_____
Gender	Weight	Color
_____	Assistance Animal Status: <input type="checkbox"/> yes <input type="checkbox"/> no	
Age	_____	

_____	_____	_____
Name	Type	Breed
_____	_____	_____
Gender	Weight	Color
_____	Assistance Animal Status: <input type="checkbox"/> yes <input type="checkbox"/> no	
Age	_____	

APPLICATION AGREEMENT

The following Application Agreement will be signed by you and all co-applicants prior to signing a Lease Contract. While some of the information below may not yet apply to your situation, there are some provisions that may become applicable prior to signing a Lease Contract. In order to continue with this application, you'll need to review the Application Agreement carefully and acknowledge that you accept its terms.

- 1. Lease Contract Information.** The Lease Contract contemplated by the parties will be the current Lease Contract. Special information and conditions must be explicitly noted on the Lease Contract.
- 2. Approval When Lease Contract Is Signed in Advance.** If you and all co-applicants have already signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease Contract, and then credit the application deposit of all applicants toward the required security deposit.
- 3. Approval When Lease Contract Isn't Yet Signed.** If you and all co-applicants have not signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
- 4. If you Fail to Sign Lease Contract After Approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract within 3 days after we give you our approval in person or by telephone or within 5 days after we mail you our approval. *If you or any co-applicant fails to sign as required, we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.*
- 5. If You Withdraw Before Approval.** *If before signing the Lease Contract, you or any co-applicant withdraws an Application or notifies us that you've changed your mind about renting the apartment, we'll be entitled to retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.*
- 6. Approval/Non-Approval in Seven Days.** We will notify you whether you've been approved within 7 days after the date we receive a completed Application. Your Application will be considered "disapproved" if we fail to notify you of your approval within 7 days after we have received a completed Application. Notification may be in person or by mail or telephone unless you have requested that notification be by mail. You must not assume approval until you receive actual notice of approval.
- 7. Refund after Non-Approval.** If you or any co-applicant is disapproved or deemed disapproved under Paragraph 6, we'll refund all application deposits within _____ days (not to exceed 30 days; 30 days if left blank) of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
- 8. Extension of Deadlines.** If the deadline for signing, approving, or refunding under paragraphs 4, 6, or 7 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.
- 9. Keys or Access Devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the Lease Contract and other rental documents; and (2) all applicable rents and security deposits have been paid in full.
- 10. Application Submission.** Submission of a rental application does not guarantee approval or acceptance. It does not bind us to accept the applicant or to sign a Lease Contract.

DISCLOSURES

- 1. Application Fee (Non-Refundable).** You agree to pay to our representative the non-refundable application fee in the amount indicated in paragraph 3. **Payment of the application fee does not guarantee that your application will be accepted.** The application fee partially defrays the cost of administrative paperwork. **It is non-refundable.**
- 2. Application Deposit (may or may not be refundable).** In addition to any application fee(s), you agree to pay to our representative an application deposit in the amount indicated in paragraph 3. *The application deposit is not a security deposit.* The application deposit will be credited toward the required security deposit or other amounts owed under the Lease Contract when the Lease contract has been signed; OR, it will be refunded under paragraph 7 of the Application Agreement if your application is not approved; OR, it will be retained by us as liquidated damages if you fail to sign or attempt to withdraw under paragraphs 4 or 5 of the Application Agreement.
- 3. Fees Due. Your Rental Application will not be processed until we receive your completed Rental Application (and the completed Rental Application of all co-applicants, if applicable) and the following fees:**
 1. Application fee (non-refundable): \$ _____
 2. Application deposit (may or may not be refundable): \$ _____
- 4. Completed Application.** Your Rental Application for Residents and Occupants will not be considered "completed" and will not be processed until we receive the following documentation and fees:
 1. Your completed Rental Application;
 2. Completed Rental Applications for each co-applicant (if applicable);
 3. Application fees for all applicants;
 4. Application deposit for the Unit.
- 5. Notice to or from Co-Applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicant is considered notice from all co-applicants.

AUTHORIZATION AND ACKNOWLEDGMENT

AUTHORIZATION

I authorize _____

(name of owner/agent) to obtain reports from any consumer or criminal record reporting agencies before, during, and after tenancy on matters relating to a lease by the above owner to me and to verify, by all available means, the information in this application, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Rental Application. Authority to obtain work history information expires 365 days from the date of this Application.

AUTHORIZATION AND ACKNOWLEDGMENT (continued)

Payment Authorization

I authorize _____

(name of owner/agent) to collect payment of the application fee and application deposit in the amounts specified under paragraph 3 of the Disclosures.

Non-Sufficient Funds and Dishonored Payments.

If a check from an applicant is returned to us by a bank or other entity for any reason, if any credit card or debit card payment from applicant to us is rejected, or if we are unable, through no fault of our own or our bank, to successfully process any ACH debit, credit card, or debit card transaction, then:

- (i) Applicant shall pay to us the NSF Charge; and
- (ii) We reserve the right to refer the matter for criminal prosecution.

ACKNOWLEDGMENT

You declare that all your statements in this Application are true and complete. You authorize us to verify the same through any means. If you fail to answer any question(s) or give false information, we may reject the application, retain all application fees and deposits as liquidated damages for our time and expense, and terminate your right of occupancy. Giving false information is a serious offense. We may at any time furnish information to consumer reporting agencies and other rental housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease Contract, the rules, and financial obligations.

This Rental Application and the Lease Contract are binding documents when signed. Before submitting a Rental Application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.

Applicant's Signature

Date

FOR OFFICE USE ONLY

_____ Apt. name or apartment address (street, city)

_____ Unit # or type

_____ Person accepting application

_____ Phone

_____ Person processing application

_____ Phone

Applicant or Co-applicant was notified by telephone letter email, or in person of acceptance or non-acceptance on _____

(Deadline for applicant and all co-applicants to sign lease is three days after notification of acceptance in person or by telephone, five days if by mail.)

Name of person(s) who were notified (at least one applicant must be notified if multiple applicants):

_____ Name(s)

_____ Name of owner's representative who notified above person(s)

ADDITIONAL COMMENTS

NOT A VALID FORM



**LEASE CONTRACT AMENDMENT
TO ADD OR CHANGE A ROOMMATE
DURING LEASE TERM**

(This amendment is not intended for use after the original lease term has expired.)



Date: _____
(when this Amendment is filled out)

1. PURPOSE OF AMENDMENT. This is an Amendment to the Lease Contract dated the _____ day of _____, _____ (year) between (owner) _____ and ("residents") (list all original residents in paragraph 1 of Lease Contract) _____ on the apartment located at _____ in _____, Illinois. The purpose of this Amendment is to (check one or both): add a new resident, or delete an existing resident who is moving or has already moved out.

2. NEW RESIDENT. _____ ("new resident") may move into the apartment as a resident under the Lease Contract.

3. OLD RESIDENT. _____ ("old resident") (check one) has moved out or will move out. Upon move-out, old resident may no longer live in the apartment. The old resident is or is not released from the obligation to perform under the Lease Contract. If the old resident is not released, he or she will continue to be obligated to perform under the Lease Contract if the new or remaining residents fail to perform their obligations under the Lease Contract.

4. REMAINING RESIDENTS. The residents who earlier signed the Lease Contract and are not moving out ("remaining residents") will continue to be obligated to perform under the Lease Contract.

5. CHANGEOVER DATE. New resident may move in on _____, _____ (year) ("change-over date"). Old resident will move out before that date.

6. SECURITY DEPOSIT. The existing security deposit will cover all residents and will be returned to the following residents:

7. GUARANTORS. New resident will (check one):
 have the following guarantor(s) guarantee the Lease Contract: _____; or
 not have any guarantor guarantee the Lease Contract.
Any guarantor for old resident will (check one of the following if old resident has a guarantor):
 continue to be liable under the Lease Contract until the end of the original Lease Contract term; or
 be released from liability under the guaranty when this Amendment becomes effective.

8. DAMAGES AND CHARGES. New resident accepts the apartment in the condition existing at the beginning of the Lease Contract term according to the move-in inventory signed by the original residents. Security deposit deductions, if any, will be made regardless of whether damages or charges occurred before or after the changeover date and regardless of which resident, occupant, or guest may have been at fault.

9. EXISTING KEYS. Old resident (check one) has turned over or will turn over his or her key(s) and access device(s) to (check one) new resident, remaining residents, owner, or not applicable.

10. REKEYING. The apartment has a keyless deadbolt (keyless bolting device) on each exterior entry door. Owner is not required to rekey keyed locks when roommates are added or changed, but new resident and remaining residents can request rekeying at their expense. New resident and remaining residents (check one) do or do not request that exterior door(s) be rekeyed when old resident moves out. If neither is checked, no rekeying is requested. If requested, the rekeying charge will be \$ _____.

11. EFFECTIVE DATE. This Amendment becomes effective when all of the following occur (except to the extent that owner has waived any requirement in writing):

- new resident has completed and signed a Rental Application;
- any guarantors required under paragraph 7 have completed, signed, and returned a Lease Contract Guaranty to owner;
- owner has approved the Rental Application of new resident and the Guaranty by any guarantor;
- this Amendment is signed by all parties.

12. SIGNATURES ON LEASE CONTRACT UNNECESSARY. When this Amendment becomes effective, new resident's name and signature will be deemed as inserted in paragraph 1 and on the last page of the Lease Contract. Therefore, it will not be necessary for anyone to sign or initial the Lease Contract itself. Signature of a resident who has already moved out in violation of the Lease Contract is not necessary.

13. BINDING AGREEMENT. New resident and any guarantor acknowledge(s) that he or she has received a copy of the Lease Contract or has read it. New resident agrees to be bound by the Lease Contract just as if he or she signed the Lease Contract at the beginning of the Lease Contract term.

14. SPECIAL PROVISIONS.

Signatures

Printed name of person signing

Owner or owner's representative

Remaining resident (not moving out)

Remaining resident (not moving out)

Remaining resident (not moving out)

Remaining resident (not moving out)

Remaining resident (not moving out)

New resident (who is moving in)

Old resident (who is moving out)

Old resident's forwarding address (street, city, state, zip)

NOT A VALID FORM



**LEASE CONTRACT ADDENDUM
FOR SATELLITE DISH OR ANTENNA**



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased apartment, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. APARTMENT DESCRIPTION.

Unit No. _____,

_____ (street address) in

(city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. NUMBER AND SIZE. You may install _____ satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

4. LOCATION. Your satellite dish or antenna must be located: (1) inside your apartment; or (2) in an area outside your apartment such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

5. SAFETY AND NON-INTERFERENCE. Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

6. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF APARTMENT. You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your apartment (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your apartment only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the apartment; or (5) any other method approved by us in writing.

7. SAFETY IN INSTALLATION. In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. MAINTENANCE. You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. REMOVAL AND DAMAGES. You must remove the satellite dish or antenna and all related equipment when you move out of the apartment. In accordance with the Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. LIABILITY INSURANCE. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$ _____, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

11. WHEN YOU MAY BEGIN INSTALLATION. You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; and (3) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

12. MISCELLANEOUS. If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

13. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

NOT A VALID FORM
SAMPLE FORM



**ADDENDUM PROHIBITING
SHORT-TERM SUBLETTING OR RENTAL**



1. APARTMENT DESCRIPTION.

Unit No. _____,

_____ (street address) in

(city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. SHORT TERM SUBLEASE OR RENTING PROHIBITED.

Without limiting the prohibition in the Lease on subletting, assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting, licensing, or renting to any third party, or allowing occupancy by any third party, of all or any portion of the apartment, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.

4. PROHIBITION ON LISTING OR ADVERTISING APARTMENT ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.

You agree not to list or advertise the apartment as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the apartment on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.

5. VIOLATION OF LEASE AGREEMENT.

Your Lease Contract allows for use of your apartment as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your apartment unless expressly permitted by law. Separately, your Lease Contract prohibits subletting or occupancy by others of the apartment for any period of

time without our prior written consent. Permitting your apartment to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

6. REMEDY FOR VIOLATION.

Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

7. RESIDENT LIABILITY.

You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your apartment in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

8. SEVERABILITY.

If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

9. SPECIAL PROVISIONS.

The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum



**SUPPLEMENTAL RENTAL APPLICATION FOR UNITS
UNDER GOVERNMENT REGULATED AFFORDABLE HOUSING PROGRAMS**



Date: _____
(when this Application is filled out)

1. **SUPPLEMENTAL INFORMATION.** The purpose of this Supplemental Rental Application is to determine whether you qualify for affordable rental housing under a government regulated affordable housing program. It is very important that you answer all questions fully and accurately.
2. **EMPLOYMENT UPDATE.** Present employer: _____
Address: _____ City, State, Zip: _____
Work Phone: _____ Position: _____

3. **HOUSEHOLD COMPOSITION.** List all persons, including yourself, who will be living in your household.

Number of Persons	Full Name	Relationship	Age	Student Status
1 (Head of Household)				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
2				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
3				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
4				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
5				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
6				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A

Does anyone live with you now who is not listed above? Yes No. Does anyone plan to live with you in the future who is not listed above? Yes No. If you answered "Yes" to any question, please explain: _____

Are any of the household members listed above: Foster children? Yes No Live-in attendants? Yes No

4. **ANNUAL INCOME.** List all income of all adults and persons in your household, including those under 18 (except for income earned from employment by persons under the age of 18).

<i>Gross Monthly Income Source: Indicate whether anyone in your household receives income from the following</i>	Applicant	Co-Applicant	Other Household Members	Total
Salary <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Overtime Pay <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Commissions and Fees <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Tips and Bonuses <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Interest and/or Dividends <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Net Income from Business <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Net Rental Income <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Social Security, Pensions, Retirement Funds, etc., Received Periodically <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Support from Parents or Relatives <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Unemployment Benefits <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Workers' Compensation, etc <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Court Ordered Child Support or Alimony (regardless whether paid) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
AFDC/TANF <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Other: <input type="checkbox"/> Yes <input type="checkbox"/> No (explain)	\$	\$	\$	\$

5. **ASSETS.** List all assets of all adults and persons in your household, including those under the age of 18.

Listing of All Assets	Cash Value	Annual Interest, Dividends or Rent from Assets	Name of Financial Institution or Description of Asset	Account Number
Checking Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Savings Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Credit Union Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Stocks, Bonds or Mutual Funds <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Real Estate or Home <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
IRA/Keough Account <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Retirement/Pension Fund <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Trust Fund <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Mortgage Note Held <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Whole Life Insurance Cash Value <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Other: <input type="checkbox"/> Yes <input type="checkbox"/> No (explain)	\$	\$		

6. **CERTIFICATION.** By signing this Supplemental Rental Application, you as the applicant are certifying that all the above information is true and correct. You are consenting to disclosure of income and financial information from your employer(s) and any financial institutions where your assets are kept. You certify that you have not disposed of any assets for less than fair market value in the last two years preceding the date of this application.
7. **RECERTIFICATION.** If this form is being used for recertification and you have changed employment during the past year, you must complete the "Your Work" section of the NAA Rental Application.

Applicant

Date of Signing Application

Co-Applicant

Date of Signing Application



SUPPLEMENTAL RENTAL APPLICATION FOR NON-U.S. CITIZENS

*Each co-resident and each occupant 18 years old and over who is not a U.S. citizen must submit a separate application.
Spouses may submit a joint application.*



We are requesting you to fill out this Supplemental Rental Application because you have indicated that you are not a U.S. citizen. We are asking all applicants who are not U.S. citizens to fill out this form. We are committed to compliance with fair housing laws and do not discriminate based on race, color, religion, sex, national origin, handicap or familial status. The purpose of this form is:

1. to give you the option to furnish information about an emergency contact person for you in your home country;
2. to verify that you are lawfully in the United States;
3. to determine whether your right to be in the U.S. expires during your Lease Contract term; and
4. to enable us to better cooperate with government officials in the performance of their duties, when requested.

We don't anticipate sharing this Supplemental Application with anyone except government officials who might inquire about you.

ABOUT YOU	YOUR SPOUSE
Your full name <i>(exactly as on any card or document issued by U.S. Citizenship and Immigration Services)</i> : _____	Your full name <i>(exactly as on any card or document issued by U.S. Citizenship and Immigration Services)</i> : _____
Your place of birth. <i>Please indicate the city, state (region, province, etc.) and country</i> : _____	Your place of birth. <i>Please indicate the city, state (region, province, etc.) and country</i> : _____
Country or countries of which you are a citizen <i>(list all)</i> : _____	Country or countries of which you are a citizen <i>(list all)</i> : _____
Approximately how long have you been in the United States? Years: _____ Months: _____	Approximately how long have you been in the United States? Years: _____ Months: _____
Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? <input type="checkbox"/> Yes <input type="checkbox"/> No	Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please state when and what country or countries <i>(list all)</i> : _____	If yes, please state when and what country or countries <i>(list all)</i> : _____
Person in your home country whom we may contact in event of an emergency <i>(optional)</i> . Name: _____ Relationship: _____ Mailing address: _____	Person in your home country whom we may contact in event of an emergency <i>(optional)</i> . Name: _____ Relationship: _____ Mailing address: _____
Email address: _____ Phone: _____	Email address: _____ Phone: _____
Please check the U.S. Citizenship and Immigration Services (USCIS) document that entitles you to be in the United States:	Please check the U.S. Citizenship and Immigration Services (USCIS) document that entitles you to be in the United States:
<input type="checkbox"/> Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint). Card number: _____	<input type="checkbox"/> Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint). Card number: _____
<input type="checkbox"/> Form I-766 Employment Authorization Document (form includes photo and fingerprint). Expiration date: _____ Card number: _____	<input type="checkbox"/> Form I-766 Employment Authorization Document (form includes photo and fingerprint). Expiration date: _____ Card number: _____
<input type="checkbox"/> Form I-94 Global Entry Form (form does not include photo or fingerprint). Expiration date: _____ Form Number: _____	<input type="checkbox"/> Form I-94 Global Entry Form (form does not include photo or fingerprint). Expiration date: _____ Form Number: _____
<input type="checkbox"/> USCIS receipt for replacement of one of the above documents, with verification by USCIS of your entitlement to the above.	<input type="checkbox"/> USCIS receipt for replacement of one of the above documents, with verification by USCIS of your entitlement to the above.
<i>If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below.</i>	<i>If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below.</i>
Country issuing your passport: _____ Your passport number: _____ Expiration date: _____	Country issuing your passport: _____ Your passport number: _____ Expiration date: _____
Do you have a visa? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what type? <input type="checkbox"/> student <input type="checkbox"/> work <input type="checkbox"/> visitor <input type="checkbox"/> other <i>(specify)</i> : _____	Do you have a visa? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what type? <input type="checkbox"/> student <input type="checkbox"/> work <input type="checkbox"/> visitor <input type="checkbox"/> other <i>(specify)</i> : _____
Visa expiration date: _____	Visa expiration date: _____

We may ask to make a photocopy of any of the USCIS documents checked above and, if needed, your passport and visa.

Applicant's signature _____
Spouse's signature _____
Date _____

OTHER OCCUPANTS AND RESIDENTS

Names of all persons under 18 and other adults who will occupy the unit.

OTHER OCCUPANT/RESIDENT	OTHER OCCUPANT/RESIDENT
Your full name <i>(exactly as on any card or document issued by U.S. Citizenship and Immigration Services)</i> : _____	Your full name <i>(exactly as on any card or document issued by U.S. Citizenship and Immigration Services)</i> : _____
Your place of birth. Please indicate the city, state (region, province, etc.) and country: _____	Your place of birth. Please indicate the city, state (region, province, etc.) and country: _____
Country or countries of which you are a citizen <i>(list all)</i> : _____	Country or countries of which you are a citizen <i>(list all)</i> : _____
Approximately how long have you been in the United States? Years: _____ Months: _____	Approximately how long have you been in the United States? Years: _____ Months: _____
Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? <input type="checkbox"/> Yes <input type="checkbox"/> No	Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please state when and what country or countries <i>(list all)</i> : _____	If yes, please state when and what country or countries <i>(list all)</i> : _____
Person in your home country whom we may contact in event of an emergency <i>(optional)</i> . Name: _____ Relationship: _____ Mailing address: _____	Person in your home country whom we may contact in event of an emergency <i>(optional)</i> . Name: _____ Relationship: _____ Mailing address: _____
Email address: _____ Phone: _____	Email address: _____ Phone: _____
Please check the U.S. Citizenship and Immigration Services (USCIS) document that entitles you to be in the United States:	Please check the U.S. Citizenship and Immigration Services (USCIS) document that entitles you to be in the United States:
<input type="checkbox"/> Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint). Card number: _____	<input type="checkbox"/> Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint). Card number: _____
<input type="checkbox"/> Form I-766 Employment Authorization Document (form includes photo and fingerprint). Expiration date: _____ Card number: _____	<input type="checkbox"/> Form I-766 Employment Authorization Document (form includes photo and fingerprint). Expiration date: _____ Card number: _____
<input type="checkbox"/> Form I-94 Global Entry Form (form does not include photo or fingerprint). Expiration date: _____ Form Number: _____	<input type="checkbox"/> Form I-94 Global Entry Form (form does not include photo or fingerprint). Expiration date: _____ Form Number: _____
<input type="checkbox"/> USCIS receipt for replacement of one of the above documents, with verification by USCIS of your entitlement to the above.	<input type="checkbox"/> USCIS receipt for replacement of one of the above documents, with verification by USCIS of your entitlement to the above.
<i>If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below.</i>	<i>If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below.</i>
Country issuing your passport: _____ Your passport number: _____ Expiration date: _____	Country issuing your passport: _____ Your passport number: _____ Expiration date: _____
Do you have a visa? <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you have a visa? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, what type? <input type="checkbox"/> student <input type="checkbox"/> work <input type="checkbox"/> visitor <input type="checkbox"/> other <i>(specify)</i> : _____	If yes, what type? <input type="checkbox"/> student <input type="checkbox"/> work <input type="checkbox"/> visitor <input type="checkbox"/> other <i>(specify)</i> : _____
Visa expiration date: _____	Visa expiration date: _____

We may ask to make a photocopy of any of the USCIS documents checked above and, if needed, your passport and visa.



**SUPPORT OR SERVICE ANIMAL AMENDMENT
TO ANIMAL ADDENDUM**



Date: _____
(when this Amendment is filled out)

1. APARTMENT DESCRIPTION.

Unit No. _____,

_____ (street address) in

(city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

You acknowledge that the ownership of or need for the support or service animal does not entitle you to permit the animal to bother, threaten or harm other residents or persons without cause. While in common areas the animal must be supervised and the resident must retain control of the animal at all times. Resident is responsible for the proper disposal of animal waste. You acknowledge that if the animal violates the rules in the Animal Addendum or community rules, we have the right to evict both you and the support or service animal, as well as exercise other remedies under the lease.

The resident is responsible for the care of the support or service animal. In the event the support or service animal is sick or injured and you are unavailable to seek treatment for the animal, we will have the right (but not the duty) to contact a veterinarian and incur on your behalf any necessary veterinarian charges to render aid or treatment to the animal.

We will not charge a security deposit for your support or service animal. You will, however, be liable for any damages that this animal may cause.

3. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

NOT A VALID FORM

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Amendment



URBANA LANDLORD/TENANT ORDINANCE SUMMARY

5. To return security deposits, minus amounts necessary for damage, within forty-five (45) days after the tenant moves out;
6. To not enforce any lease provisions prohibited by this Ordinance.

When does the Ordinance go into effect?

All provisions of the Landlord/Tenant Ordinance went into effect on April 1, 1994.

Is written notice required to end a tenancy when no lease has been signed?

1. Yes. If no lease was ever signed, or if a written lease is extended on a month-to-month basis, the tenant must give the landlord a written notice of termination at least thirty (30) days in advance of moving out. The date of termination must be the last day of the rental period (the day before rent would be due again).
2. A tenant who fails to provide the required written notice will be responsible for the landlord's lost rent, up to a full rental period's payment.
3. A landlord must give a full rental period's notice in writing to a tenant when the landlord wants the tenant to move out.
4. If the landlord fails to give proper notice, the tenant may stay another month.

What are the tenant's duties under the Ordinance?

The tenant must:

1. Comply with City Code provisions applicable to occupants;
2. Keep the rental unit safe and clean;
3. Use all equipment and facilities in a reasonable manner;
4. Not damage the rental unit;
5. Not disturb other residents;
6. Allow the landlord access to the rental unit in cases of emergency or upon 24-hour advance notice. The details of the landlord's right to access are found on the reverse side.
7. To pay all rent due, including the last month's rent.

What happens if a tenant pays rent late?

1. The landlord may require the tenant to pay a late charge up to five percent (5%) of the monthly rental payment. Fees in excess of the amount may be charged if the landlord demonstrates the actual costs are greater;
2. The amount of the late charge must be specified in the lease;
3. A tenant is not subject to a late charge if the envelope containing the payment is postmarked on or prior to the date payment is due.

What about subleases?

1. The landlord may not prohibit the tenant from subletting the rental unit;
2. The landlord must accept a reasonable subtenant offered by the tenant;
3. The landlord may not charge sublet fees that exceed the landlord's actual costs.

What are the landlord's duties under the Ordinance?

1. To give a tenant written notice of the owner's or manager's name, address and telephone number;
2. To provide written notice of intention not to renew or to change the terms of the rental agreement, at least thirty (30) days prior to the last day of the lease;
3. To maintain the rental unit in compliance with all applicable building codes of the City;
4. To pay interest on security deposits of \$100.00 or more held over six (6) months;

What lease provisions are prohibited?

A lease clause is unenforceable if it:

1. Waives a tenant's rights under any law;
2. Requires the tenant to confess judgment;
3. Entitles the landlord to recover attorney's fees but does not entitle the tenant to recover attorney's fees under identical conditions;
4. Limits the liability of the landlord or tenant;
5. Prohibits subletting;
6. Imposes a late fee higher than 5% of the monthly rent unless the landlord can prove actual costs are greater;
7. Requires payment of sublet fees, lock-out charges or any other penalties that exceed a landlord's actual costs;
8. Automatically renews the contract.

What if the landlord doesn't keep the property in repair?

1. The landlord must maintain the property in compliance with the Building Codes of the City of Urbana. If the landlord fails to maintain the property in compliance with the Code within the time permitted by the Building Code Official, the tenant may have the work done by a qualified tradesperson and deduct from the rent the cost of repairs not to exceed two month's rent.
2. If the violation of the Building Code involves essential services, the tenant may obtain such services and deduct their cost from the rent or obtain substitute housing and deduct from the rent the average cost for a hotel/motel room in Urbana.
3. If the landlord is cited by the City more than three(3) times in any twelve-month period, the tenant may terminate the rental agreement.
4. To avoid eviction for non-payment of rent, a tenant must first give the landlord written notice that the tenant intends to repair and deduct, and the city's deadline for compliance, and any extensions, must have passed before a tenant may use rent money to perform repairs.

What about lockouts?

1. It is illegal for a landlord to lock out a tenant or change the locks or remove the doors of a rental unit or to cut off heat, utility, water service or to do anything which interferes with the tenant's use of the rental unit;
2. The tenant may sue the landlord to recover possession of the rental unit and the actual damages sustained or two month's rent, whichever is greater, plus reasonable attorney's fees.

If a tenant complains about the apartment building, can the tenant be punished by the landlord?

1. A landlord can not take retaliatory action against a tenant because a tenant complains or testifies in good faith to governmental agencies, the Tenant's Union, Student Legal Services or the landlord;
2. If the landlord takes retaliatory action, the tenant may sue the landlord for an amount equal to two months' rent and reasonable attorney's fees.

What are the landlord's remedies for a tenant's failure to maintain the property?

1. The landlord may deduct the amount of the damage from the security deposit;
2. If the tenant's actions cause the landlord to be cited for a Building Code violation, the landlord can make the necessary repairs and bill the tenant for the cost of the repairs.
3. If the tenant's actions cause the landlord to be cited for a Building Code violation more than three (3) times during any twelve-month period, the landlord may terminate the rental agreement and order the tenant to vacate the premises.

Where can I get more information?

1. You may obtain a copy of the Ordinance from the Urbana City Clerk's Office, 400 South Vine street, Urbana, Illinois;
2. You may contact the Tenant Union at (217) 333-0112 if you are a University of Illinois Student, or at 352-6220 if you are not a student.
3. You can contact an attorney to advise you concerning your rights under this Ordinance. If you are a student of the University of Illinois, you may contact Student Legal Services at Room 324, Illini Union, 1401 West Green Street, Urbana, Illinois.

SELECTED PROVISIONS OF THE LANDLORD/TENANT ORDINANCE

Sec. 12.5-15. Landlord's right to access.

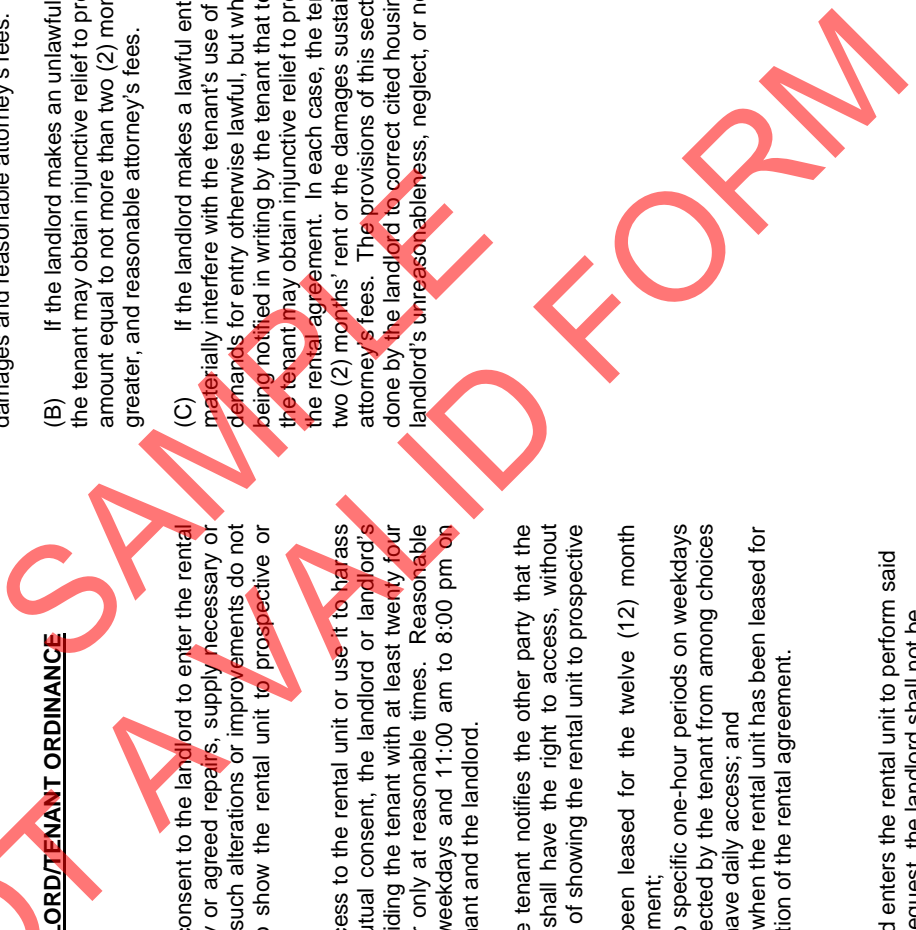
- (A) The tenant shall not unreasonably withhold consent to the landlord to enter the rental unit in order to inspect the premises, make necessary or agreed repairs, supply necessary or agreed services, make alterations or improvements if such alterations or improvements do not interfere with the tenant's use of the premises, or to show the rental unit to prospective or actual purchasers, mortgages or tenants.
- (B) The landlord shall not abuse the right of access to the rental unit or use it to harass the tenant. Except in cases of emergency or by mutual consent, the landlord or landlord's agents shall not enter the rental unit without first providing the tenant with at least twenty four (24) hours advance notice of the entry and may enter only at reasonable times. Reasonable times shall be considered 10:00 am to 8:00 pm on weekdays and 11:00 am to 8:00 pm on weekends, or such other times agreed upon by the tenant and the landlord.
- (C) From the time that either the landlord or the tenant notifies the other party that the rental agreement will not be renewed, the landlord shall have the right to access, without twenty four (24) hours advance notice, for the purpose of showing the rental unit to prospective tenants, provided that:
- (1) The rental unit has not already been leased for the twelve (12) month period subsequent to the expiration of the rental agreement;
 - (2) The landlord enters only during two specific one-hour periods on weekdays and three specific one-hour periods on weekends, selected by the tenant from among choices offered by the landlord, during which the landlord will have daily access; and
 - (3) The landlord shall notify the tenant when the rental unit has been leased for the twelve (12) month period subsequent to the expiration of the rental agreement.
- (D) If the tenant requests repairs and the landlord enters the rental unit to perform said repairs within fourteen (14) days of the tenant's initial request, the landlord shall not be obligated to provide the tenant with advance notice of entry. If the landlord fails to perform said repairs within fourteen (14) days of the tenant's initial request, the landlord shall be required to provide the tenant with at least twenty-four (24) hours advance notice of entry. The notice shall only be effective for a seven (7) day period.

(E) The landlord may enter the rental unit at any time, without advance notice, in case of emergency. For purposes of this provision, the term "emergency" shall refer to a situation wherein access to the rental unit is necessary in order to prevent damage or destruction to the rental unit, other rental units, or the building, or to the fixtures, equipment, appliances, furniture or other personal property contained therein, or in order to protect any person from injury. Nonpayment or delinquent payment of rent shall not constitute an emergency.

(F) The landlord or landlord's agents shall enter the rental unit only after knocking on the door and providing the tenant a reasonable opportunity to answer, shall leave the premises in as good condition as when entered, shall clean and remove dirt and debris that result from the performance of maintenance and repairs, shall leave a note indicating the names of the persons who entered the rental unit and shall lock the rental unit when leaving.

Sec. 12.5-16. Remedies for abuse of access rights.

- (A) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or terminate the rental agreement. In either case, the landlord may recover damages and reasonable attorney's fees.
- (B) If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner the tenant may obtain injunctive relief to prevent the recurrence of the conduct and recover an amount equal to not more than two (2) months' rent or the damages sustained, whichever is greater, and reasonable attorney's fees.
- (C) If the landlord makes a lawful entry to make alterations or improvements that materially interfere with the tenant's use of the premises or if the landlord makes repeated demands for entry otherwise lawful, but which have the effect of harassing the tenant after being notified in writing by the tenant that tenant feels harassed by such repeated demands, the tenant may obtain injunctive relief to prevent the recurrence of the conduct, or terminate the rental agreement. In each case, the tenant may recover an amount equal to not more than two (2) months' rent or the damages sustained, whichever is greater, and reasonable attorney's fees. The provisions of this section shall not apply to alterations or improvements done by the landlord to correct cited housing code violations, except in the cases of the landlord's unreasonableness, neglect, or negligence in correcting the violations.



**ACKNOWLEDGMENT OF RECEIPT OF
URBANA LANDLORD/TENANT ORDINANCE SUMMARY**



This Acknowledgment is incorporated into the Apartment Lease Contract dated _____
between _____

(“We” and/or “we” and/or “us”) and _____

(“You” and/or “you”) of Unit No. _____ located at _____ (street address)
in _____ and is in addition
to all terms and conditions in the Apartment Lease Contract.

In accordance with Urbana City Code, Section 12.5-12, we are delivering to you a copy of the City of Urbana Landlord/Tenant Ordinance Summary as prepared by the City of Urbana. Resident(s) hereby acknowledges receipt of this summary.

Resident or Residents
(All residents must sign here)

Owner or Owner’s Representative
(signs here)

Date of Lease Contract

NOT A VALID FORM



RENTAL AGREEMENT ADDENDUM
(Occupancy Limit of No More than Four Unrelated Persons Per Household*)

Dwelling Address and Unit Number: _____

Dates of Occupancy:

Lease Start Date: _____

Lease Stop Date: _____

I, [state name] _____, do hereby affirm that I have made personal and diligent inquiry and make this Addendum based upon personal knowledge that the dwelling unit listed above has been leased to person(s) not exceeding the residential occupancy limits of the Urbana Zoning Ordinance.* I do further affirm that prior to offering the dwelling unit for rent, I did inform the prospective tenant(s) of the occupancy limits of Urbana law. If this dwelling is leased to more than four persons, excluding children, I have listed below the names of lessees who are related, and their relationship, as necessary to demonstrate that the property has been leased to no more than four unrelated adults:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

(Initial one of the following):

_____ I am the Owner or Local Agent of the property

_____ I am the manager of the property

I DO FURTHER AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

Date: _____ Signature: _____
Printed: _____

*Residential occupancy limits for single-family, duplex, common lot line, multiple family, mobile home and loft type dwelling units shall contain no more than one household and no more than three additional persons not related to said household. A household is defined as a group of one or more persons related by direct lineal descent (i.e., grandparent, parent, child, sibling only, no cousins, aunts, uncles, etc.), adoption, marriage, foster child/parent relationship, or domestic partnership living and cooking together as a single housekeeping unit. Domestic Partnership is defined as two individuals who share a common permanent residence and have filed a valid Registration Partnership Affidavit approved by the City of Urbana Clerk. Repeated and willful violations of the City's Zoning Ordinance, including occupancy limits, may result in fines and/or designation of a Class "F" to rental property, which may not then be occupied for rental. This Addendum is not intended to prohibit an Owner from leasing to fewer than the maximum occupancy allowable by Urbana law.

KEEP THIS FORM FOR YOUR FILES
PROVIDE TO CITY OF URBANA ONLY UPON REQUEST
TENANTS MUST COMPLETE THE REVERSE SIDE OF THIS FORM

**TENANT’S AGREEMENT TO ADHERE TO LEGAL OCCUPANCY LIMITS
(No More than Four Unrelated Persons Per Household*)**

I do hereby affirm by my signature below that the rental unit located at _____

_____ for which I have signed a lease, was rented for occupancy by no more than the permitted occupancy under the Urbana Zoning Ordinance* and that the owner or manager has informed me that the City of Urbana prohibits no more than one household and three additional unrelated persons from occupying this rental unit.

I AFFIRM THAT IT IS MY INTENTION THAT THIS RENTAL UNIT WILL BE OCCUPIED IN CONFORMANCE WITH THE OCCUPANCY PROVISIONS OF THE URBANA ZONING ORDINANCE DURING THE ENTIRE TERM OF THE LEASE.

I UNDERSTAND THAT A PERSON WHO USES THIS ADDRESS FOR ANY RESIDENCY PURPOSE SHALL BE CONSIDERED AN OCCUPANT (e.g., listed domicile, mailing address, permanent address, voter registration, utilities, library card, etc.)

I DO FURTHER AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE

Date: _____ Signature: _____
Printed: _____

Date: _____ Signature: _____
Printed: _____

Date: _____ Signature: _____
Printed: _____

Date: _____ Signature: _____
Printed: _____

Date: _____ Signature: _____
Printed: _____

Date: _____ Signature: _____
Printed: _____

**Residential occupancy limits for single-family, duplex, common lot line, multiple family, mobile home and loft type dwelling units shall contain no more than one household and no more than three additional persons not related to said household. A household is defined as a group of one or more persons related by direct lineal descent (i.e., grandparent, parent, child, sibling only, no cousins, aunts, uncles, etc.), adoption, marriage, foster child/parent relationship, or domestic partnership living and cooking together as a single housekeeping unit. Domestic Partnership is defined as two individuals who share a common permanent residence and have filed a valid Registration Partnership Affidavit approved by the City of Urbana Clerk. Repeated and willful violations of the City’s Zoning Ordinance, including occupancy limits, may result in fines and/or designation of a Class “F” to rental property, which may not then be occupied for rental. This Addendum is not intended to prohibit an Owner from leasing to fewer than the maximum occupancy allowable by Urbana law.

**KEEP THIS FORM FOR YOUR FILES
PROVIDE TO CITY OF URBANA ONLY UPON REQUEST**

UTILITY ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated _____ between _____

("We" and/or "we" and/or "us") and _____

("You" and/or "you") of Apt. No. _____ located at _____

(street address) in _____

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- a) Water service to your apartment will be paid by you either:
b) Sewer service to your apartment will be paid by you either:
c) Gas service to your apartment will be paid by you either:
d) Trash service to your apartment will be paid by you either:
e) Electric service to your apartment will be paid by you either:
f) Stormwater service to your apartment will be paid by you either:
g) Cable TV service to your apartment will be paid by you either:
h) Master Antenna service to your apartment will be paid by you either:
i) Internet service to your apartment will be paid by you either:
j) Pest Control service to your apartment will be paid by you either:
k) (Other) _____ service to your apartment will be paid by you either:

- l) (Other) _____ service to your apartment will be paid by you either:
- directly to the utility service provider; or
 - bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - If flat rate is selected, the current flat rate is \$ _____ per month.
 - 3rd party billing company if applicable _____

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
- "2" - Calculation of your total water use based on sub-metering of hot water
- "3" - Calculation of your total water use based on sub-metering of cold water
- "4" - Flat rate per month
- "5" - Allocation based on the number of persons residing in your apartment
- "6" - Allocation based on the number of persons residing in your apartment using a ratio occupancy formula
- "7" - Allocation based on square footage of your apartment
- "8" - Allocation based on a combination of square footage of your apartment and the number of persons residing in your apartment
- "9" - Allocation based on the number of bedrooms in your apartment
- "10" - Allocation based on a lawful formula not listed here
(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within _____ days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	\$ _____ (not to exceed \$ _____)
Monthly Administrative Billing Fee:	\$ _____ (not to exceed \$ _____)
Late Fee:	\$ _____ (not to exceed \$ _____)
Final Bill Fee:	\$ _____ (not to exceed \$ _____)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the apartment. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your apartment and may charge a reasonable administration fee for billing for the utility service in the amount of \$ _____.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the apartment unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Management _____	Date _____

NOT A VALID FORM
SAMPLE

WASHER AND DRYER ADDENDUM



1. APARTMENT DESCRIPTION.

Unit No. _____, _____
_____ (street address) in
_____ (city), Illinois, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. In consideration of your agreeing to rent a washer and dryer from us and by signing this Addendum, you agree to the terms and conditions set forth herein.

4. OWNER SUPPLIED WASHER AND DRYER.

A. Washer and Dryer Rental Fees. We agree to rent to you a washer and dryer for the sum of \$ _____ per month, beginning on _____ and expiring concurrently with the above referenced Lease Contract, including any renewal periods.

You shall pay the monthly washer and dryer rental amount in advance and without demand, as additional rent, along with your monthly rent payment. If any monthly washer and dryer rent is not paid on or before the due date, we or our agent(s) reserve the right to remove the equipment, as provided by law.

B. Identification of Washer and Dryer. You are entitled to exclusive use of a:

- Full Size
Stackable
Other: _____

Washer Model/Serial Number: _____

Dryer Model/Serial Number: _____

The washer/dryer set will hereinafter collectively be referred to as the "equipment." You acknowledge that you have inspected the equipment, and have found the same to be in good working condition free from any defect or mechanical issue. You further acknowledge that the equipment is for your use and in consideration of your agreement to pay washer and dryer rent. We are the owner of the equipment, and you shall not remove the equipment from the apartment. Removal of the equipment from the apartment without our prior written

consent will constitute theft, and result in our reporting to law enforcement and pursuit of both criminal and civil penalties against you.

C. Responsibility for Damages. You agree to immediately report any and all repairs or maintenance needed to the equipment to us. You will be responsible for any damages to our property, or to the personal property of others, if you fail to promptly report needed repairs or maintenance, and such needed repairs or maintenance not being able to be carried out causes damage to our property, or to the personal property of others. Except as may otherwise be prohibited by law, (1) you are responsible for any damage caused by a leaking washer, and will be billed by us for such damage; (2) we are not liable for any damage caused by the equipment; (3) you agree to waive any and all claims, liabilities and actions of any nature you may ever have against us and our agents for the delivery, repair, maintenance or removal of equipment unless such claims arise from any proximately caused negligence or intentional act committed by us or our agents; and (4) you agree to indemnify and to hold us and our agents harmless from and/or for any and all damages of any nature or kind arising from your willful or negligent misuse of the equipment.

D. Insurance. At all times you must carry renter's insurance that provides insurance coverage for damage to your personal belongings from accidental water discharge from the equipment or other causes. The insurance must also provide coverage for any potential liability, due to your fault, for water or other damage to other units and to personal property of others. You must verify with your insurance agent that such coverages are included in your policy and must furnish us a copy of the policy upon our request.

5. ACCESS TO WASHER AND DRYER; EMERGENCIES.

You agree to allow our agent(s) access to the apartment and the equipment for the purpose of delivery, repair, maintenance, replacement or removal of the equipment. You agree to make any necessary preparations, including clearing a path to the laundry closet and securing all pets. Additionally, without advanced notice, you agree to allow our agent(s) access to the apartment and the equipment in the event of an emergency, as provided by law.

6. RESIDENT USE AND MAINTENANCE OF WASHER AND DRYER.

You agree to use the equipment for normal household purposes, to use diligence in using the equipment, and to take proper care of the equipment. An equipment operations manual will be provided to you upon your request. You acknowledge that you know how to operate the equipment. You are liable to us for all damages to the equipment beyond normal wear and tear including, but not limited to, scratches, dents, dings and costs for repairs. You must pay us for all damages to the equipment upon demand. If not previously paid, we will assess the cost of equipment rent and damages to the equipment against your security deposit and/or final account upon move-out. If you remove the equipment from the apartment, you shall pay us the actual cost of replacing the equipment.

7. ADDITIONAL PROVISIONS.

You agree that sums and charges owed under this Addendum are additional rent. Violation of this Addendum including, but not limited to, your failure to pay monthly equipment rent is a breach of the Lease Contract, and we shall have all remedies available including termination of the Lease Contract and eviction. In addition, upon your failure to pay equipment rent, we shall have the right to remove the equipment, as provided by law. You shall remain liable for all amounts due under this Addendum until you vacate the apartment, including holding over or month-to-month periods, and all provisions of this Addendum will remain in full force and effect during such periods.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(signs below)

Date of Signing Addendum

NOT A VALID FORM





Protect Your Family From Lead in Your Home



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

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

Read this entire brochure to learn:

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

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

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

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

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



March 2021

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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



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

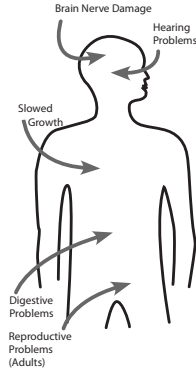
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

Learn more about where lead is found at epa.gov/lead.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm^2), or more than 0.5% by weight.

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

Checking Your Home for Lead

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

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



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

7

Checking Your Home for Lead, continued

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

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

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

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

8

What You Can Do Now to Protect Your Family

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

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

9

Reducing Lead Hazards

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

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

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

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

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



10

Reducing Lead Hazards, continued

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

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

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

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

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

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

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

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



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

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

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

Other Sources of Lead

Lead in Drinking Water

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

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

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

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

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

Important Steps You Can Take to Reduce Lead in Drinking Water

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

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

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

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

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

Other Sources of Lead, continued

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

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

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

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Consumer Product Safety Commission (CPSC)

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

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

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

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

HUD

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

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

EPA-747-K-12-001
March 2021

IMPORTANT!

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

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

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

Lead Warning Statement

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

Lessor's Disclosure

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

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

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

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

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

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

Lessee's Acknowledgement (initial)

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

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

Agent's Acknowledgement (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d 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.

Apartment Name & unit number OR street address of dwelling City

Lessee (Resident) Date Lessee (Resident) Date

Lessee (Resident) Date Lessee (Resident) Date

Lessee (Resident) Date Lessee (Resident) Date

Lessor (Owner) Agent

Date Date

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATIVE DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Date the written request is received by victim: _____
2. Name of victim: _____
3. Your name (if different from victim's): _____
4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____
6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____
8. Date(s) and times(s) of incident(s) (if known): _____

9. Location of incident(s): _____

<p>In your own words, briefly describe the incident(s):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**EMERGENCY TRANSFER
REQUEST FOR CERTAIN
VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

- (1) **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.
- (2) **You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.
- (3) **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____
2. Your name (if different from victim's): _____
3. Name(s) of other family member(s) listed on the lease: _____

4. Name(s) of other family member(s) who would transfer with the victim: _____

5. Address of location from which the victim seeks to transfer: _____

6. Address or phone number for contacting the victim: _____

7. Name of the accused perpetrator (if known and can be safely disclosed): _____

8. Relationship of the accused perpetrator to the victim: _____
9. Date(s), Times(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____
11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

LEASE ADDENDUM
VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS

This Lease Addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The Lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the Lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified time frame may result in eviction.

_____ Tenant	_____ Date
_____ Tenant	_____ Date
_____ Tenant	_____ Date
_____ Tenant	_____ Date
_____ Tenant	_____ Date
_____ Tenant	_____ Date
_____ Landlord	_____ Date

(Name of Housing Provider¹)

Notice of Occupancy Rights under the Violence Against Women Act²

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation³. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that

is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protection for Applicants

If you otherwise qualify for assistance under _____, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under _____, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

¹ The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD’s program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

² Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

³ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under _____ solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families. HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

HP can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

Confidentiality

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

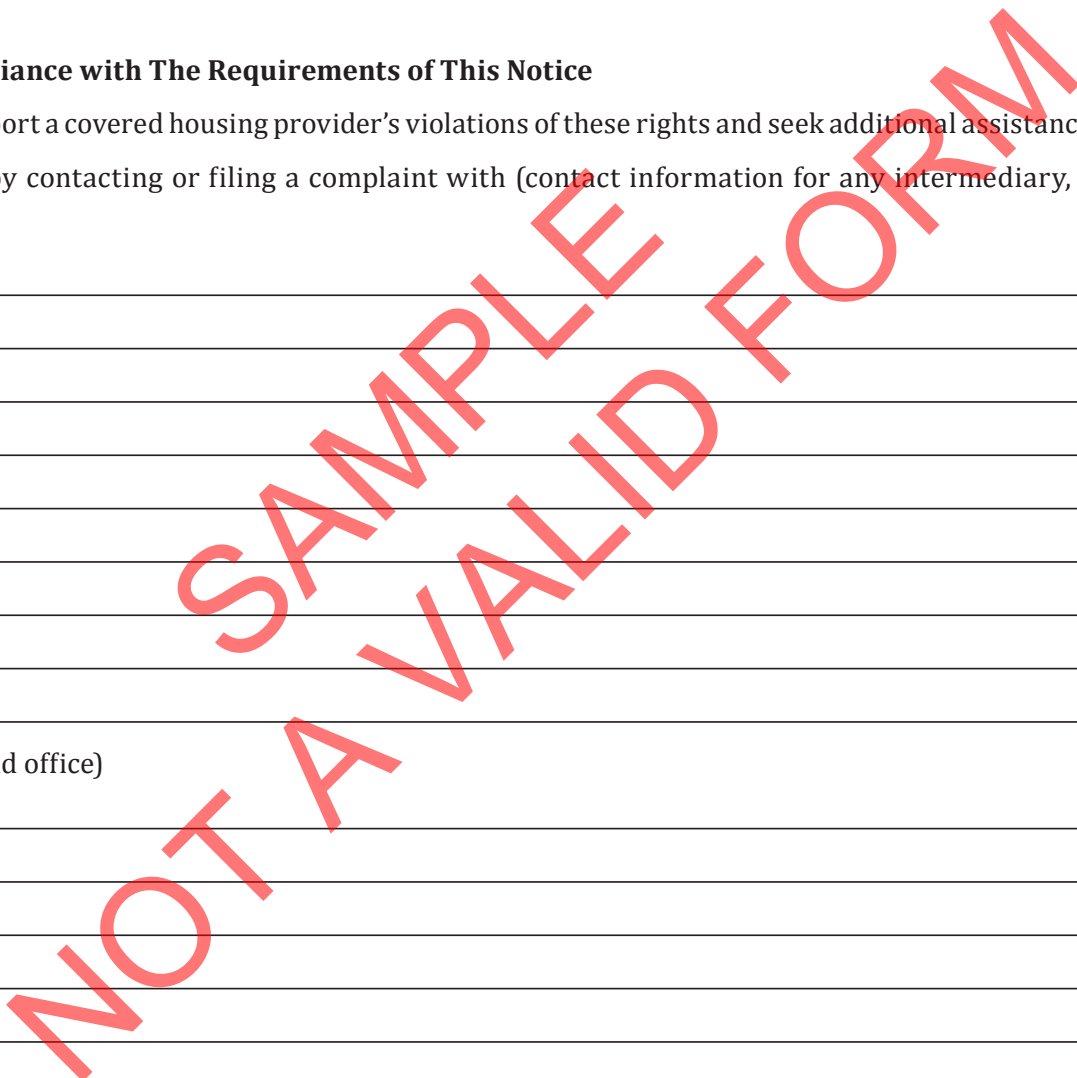
Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider’s violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with (contact information for any intermediary, if applicable)

or (HUD field office)



For Additional Information

You may view a copy of HUD’s final VAWA rule at _____

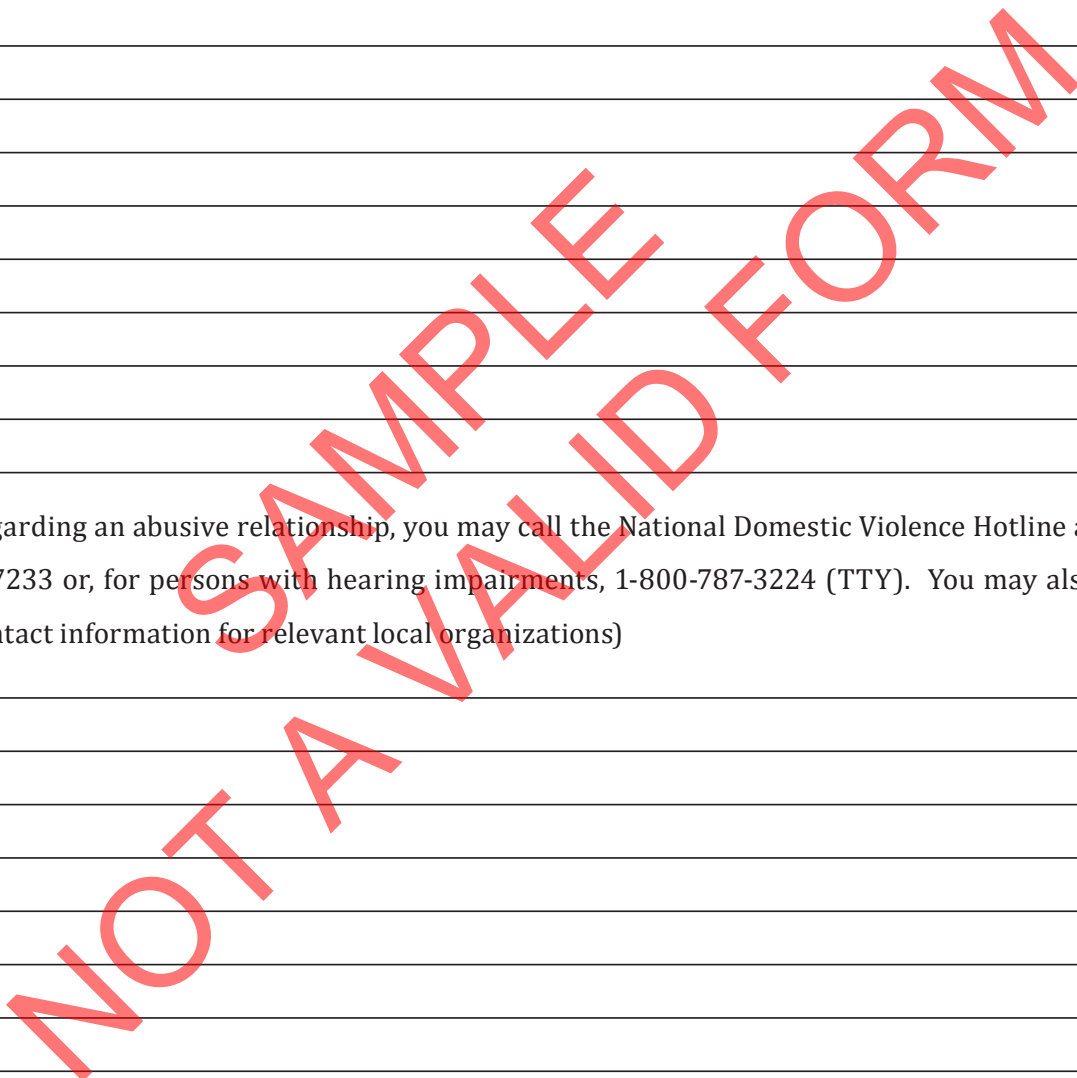
(Federal Register Link).

Additionally, HP must make a copy of HUD’s VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact (name of program or rental assistance contact information able to answer questions on VAWA)

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact (contact information for relevant local organizations)

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime’s Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.



For help regarding sexual assault, you may contact (contact information for relevant organizations)

Victims of stalking seeking help may contact (contact information for relevant organizations)

Attachment: Certification form HUD-5382 [form approved for this program to be included]

NOT A VALID FORM
SAMPLE FORM