312.803.4900
312.803.4905
@ChicagoREALTORS
www.ChicagoREALTOR.com

2018 CHICAGO RESIDENTIAL LEASE IMPORTANT

MESSAGE FOR COMPLETING LEASE

- This lease is date sensitive and is up to date with local, county and state law for 2018. Do not use for subsequent calendar years. The lease will be updated annually.
- The attached lease is in a fillable PDF format to aid in its use.
- The lease must be used in its entirety. The lease, including REQUIRED attachments, is 25 pages.
- Fill in each blank. If not applicable use "N/A" or in the case of no security deposit use "None".
- Spaces are provided if you as an owner or owner's agents insist upon taking a security deposit.
- C.A.R. recommends avoiding the taking of security deposits due to the punitive nature of the Chicago RLTO.
- Please not that as a landlord, you are responsible for keeping abreast of legislation, which changes frequently.

DRAFT

Chicago Residential Lease

For Apartments, Condominiums, Single Family Homes, and Townhomes

© 2018 by Chicago Association of REALTORS® - All rights reserved

V5.0 2018

This Contract is Intended to be a Binding Real Estate Contract

Date of Lease	Term of Lease		Monthly Rent
	Lease Beginning Date	Lease Ending Date & Time	
/ / 2018			

Leased Address (Premises):	

In consideration of the mutual covenants and agreements herein stated, Landlord(s) hereby leases to Tenant(s) and Tenant(s) hereby leases from Landlord(s) for use as a private dwelling only, the Premises, together with the fixtures and appliances listed below (if any) in the premises, for the above Term of Lease, subject to all the provisions of this Lease.

[Yes]	[No]	The following are incorporated into the Lease when indicated	
		A Security deposit is being held by Landlord (if any)	$
If YES, must complete →		Illinois Financial Institution (Name and Address) where Security Deposit shall be or is held (if any)	
		Non-Refundable Move-In Fee (if any)	$
		Pets Permitted (description of any pet permitted during lease):	
		Parking included in lease (space number(s) if any):	
		Additional Storage Location (if any):	
		Furnished? If yes, attach Rider 23 - Furnished Lease Rider	
Rent shall include the following (check those that apply):			☐ Water ☐ Electricity ☐ Gas ☐ Basic Cable ☐ Satellite ☐ Internet ☐ Lawn Care ☐ Snow Removal ☐ Other_____
Appliances owned and provided by Landlord (check those that apply):			☐ Refrigerator ☐ Microwave ☐ Oven/Range ☐ Dishwasher ☐ Washer ☐ Dryer ☐ Other_____
Landlord's Property Insurer (Required for properties with 4 units or more) (Name, Address, and Phone of Homeowner Insurance Company):			
Tenant's Property Insurer, if required by Landlord: (Name, Address, and Phone of Renter Insurance Company):			

Identification of Tenant(s):	
Name(s)	
Telephone:	
Email:	

Landlord(s) or Authorized Management Agent:	
Name(s):	
Address:	
Telephone:	
Email:	

Name(s) of persons authorized to occupy premises:

Person authorized to Act on Behalf Of Owner for the Purpose of Service of Process and Accepting Notices:	
Name:	
Address:	
Telephone:	

Additional Agreements and Covenants:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, on the day first above written.

Tenant(s): Signature		Landlord(s): Signature	

DRAFT

IMPORTANT: This is a Chicago Association of REALTORS® form lease and is not specifically tailored to the legal requirements of your particular situation. The applicable laws and regulations for residential leases frequently change and differ between municipalities. It is important that you consult with an attorney prior to using this lease.

Lead-Based Paint and Radon Disclosures *(Separate Documents)*

Lead-Based Paint Hazard Disclosure: ☐ Applicable ☐ Not Applicable

Disclosure of Radon Hazards: ☐ Applicable ☐ Not Applicable

The parties acknowledge they have received and executed separately the above applicable disclosure(s).

Landlord: _____ Date: _____

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Heating Cost Disclosure

The cost of heating is the responsibility of the ___Tenant ___ Landlord. The average monthly cost of utility service projected by the utility providing the primary source of heat (heating supply) based on energy consumption during the most recent annual period of continuous occupancy by one or more prior occupants, current or expected rates and normalized weather by the method approved by the Illinois Commerce Commission is $_____.

Tenant Acknowledgment _____ _____ _____

Notice of Conditions Affecting Habitability

☐ None Known
☐ See Attached

I hereby acknowledge that Landlord has disclosed any code violations, code enforcements litigation and/or compliance board proceedings during the previous 12 months for the Premises and common areas and any notice of intent to terminate utility service, copies of which, if any, are attached to the lease.

Tenant Acknowledgment _____ _____ _____

Tenant hereby acknowledges receipt of the following:

__X__ Receipt of Heating Cost Disclosure
__X__ City of Chicago Building Code Violations (if any)
__X__ Preventing Bedbug Infestations in Apartments Pamphlet
__X__ Protect Your Family From Lead in Your Home Pamphlet
__X__ Radon Testing Guidelines Pamphlet
__X__ City of Chicago Residential Landlord and Tenant Ordinance Summary
__X__ Residential Landlord and Tenant Ordinance Rate of Interest on Security Deposits
____ Security Deposit Receipt (if applicable)
____ Condominium Association Rules & Regulations (if applicable)
____ Recycling Disclosure (Required for buildings with 5 or more units)

Tenant Acknowledgment _____ _____ _____

LEASE COVENANTS AND AGREEMENTS

1. Application. Tenant covenants that all representations made in the Application for this Lease are incorporated into this Lease and made a part of it. Tenant covenants that all information contained in the Application is true and that this information was given as an inducement for Landlord to enter into this Lease, and therefore constitutes a material covenant.

Tenant Acknowledgment _____ _____ _____

2. Tenant Inspection Prior to Occupancy: Building Code Violations. Tenant has inspected the Premises and all common areas of the property to which Tenant has lawful access during the Lease Term, and is satisfied with their general condition and appearance. Tenant acknowledges that there have been no representations, promises or other undertakings by Landlord, or any agent of Landlord, made to induce Tenant to enter into this Lease, except those expressly made in writing, relative to the repairs, decorating, additions to, or removal of any portion of the Premises or of the property. Tenant further acknowledges that attached hereto are copies, if any, of notices received from the City of Chicago during the twelve months prior to the date hereof concerning code violations, and copies of notices from any utility provider regarding termination of utility services.

Tenant Acknowledgment _____ _____ _____

3. Tenant Responsibility Regarding Bed Bug Infestation. Tenant shall be responsible for all requirements and obligations set forth in the Municipal Code of Chicago deemed "Tenant responsibility" and shall be liable for any and all damages which may occur as a result of Tenant's failure to strictly abide by any requirement as set forth in the Municipal Code of Chicago concerning any duty, condition, or responsibility required of Tenant with regard to reporting, treatment, or cooperation with Landlord in regards to Bed Bug infestation.

Tenant Acknowledgment _____ _____ _____

4. The Rent. Tenant shall pay the Monthly Rent to Landlord or Landlord's agent on the first day of each month as set forth herein.

5. Late Fee. The Monthly Rent shall be automatically increased $10, plus 5% of the amount by which the Monthly Rent exceeds $500, as additional rent, if received by Landlord after the 5th of the month for which it is due.

6. Returned Bank Items. If any check or other bank instrument tendered for payment of any tenant obligation hereunder is returned for insufficient funds, Tenant shall pay Landlord a $_____ fee as additional rent. Landlord shall further have the right to demand that any such returned item be replaced by a cashier's check or money order. If Tenant tenders more than two checks or bank drafts during the term of this Lease which are returned for insufficient funds, Landlord shall have the right to demand that all future obligations hereunder be paid by cashier's check or money order.

7. Possession. Landlord shall deliver possession of the Premises to Tenant on the Beginning Date of the Lease. If Landlord is unable to deliver possession to Tenant on such date, this Lease shall remain in full force and effect except that the Monthly Rent shall be abated pro rata until possession is delivered, unless Tenant elects to maintain an action for possession of the Premises or, upon written notice to Landlord, elects to terminate this Lease.

8. Security Deposit. (If applicable). If Landlord has accepted the Security Deposit to insure Tenant's specific performance of each and every agreement, covenant, rule and obligation contained in this Lease, Landlord shall have the right, but not the obligation, to use the Security Deposit in whole or part, as a setoff against any default, either in payment of rent or other breach, which results in any loss to Landlord. If Tenant has complied with all obligations under this Lease, Landlord shall, within 45 days after Tenant vacates the Premises, refund the Security Deposit. The Security Deposit shall be held in a Federally Insured interest bearing account in a bank, savings and loan association, or other financial institution located in the State of Illinois. Interest on the Security Deposit shall be paid at the rate set by the City Comptroller for security deposits held more than six months and may be paid to Tenant either directly or by credit in the form of a rent reduction. The Security Deposit shall not be allocated by Tenant toward payment of rent.

9. Use of Premises. The Premises shall be occupied exclusively for residential purposes by Tenant and the other persons specifically listed in the Application and any children which may be born to or in the legal custody of Tenant during the Lease term. Unless agreed to in writing by Landlord, no person may occupy the Premises for more than a single two week period, during any single year of the Lease term unless listed in the Application. Neither Tenant nor any person in legal occupancy of the Premises shall perform or permit any practice which could cause damage to the reputation of the building or Landlord, be injurious thereto, illegal, immoral, or increase the rate of insurance on the property. At no time during the Term of this Lease shall more persons reside in the Premises than would be permitted by the applicable building and/or zoning codes for the City of Chicago.

Use of Premises as a Shared Housing Unit (as that term is defined in Section 4-14-010 of the Municipal Code of Chicago) ***(check one)***

☐ Shared Housing Units, AirBNB and/or rooms for rent ARE ALLOWED under this Lease. **If checked, Shared Housing Acknowledgement must be attached and signed.**

☐ Shared Housing Units, AirBNB and/or rooms for rent ARE NOT ALLOWED under this Lease. At no time shall Tenant enter into short-term subleases, rooms for rent, or AirBNB agreements or leases. Such agreements will be considered a breach of Lease and cause for termination.

DRAFT

10. Tenant Maintenance Obligations. Tenant shall maintain the Premises in a clean, presentable and safe condition at all times and in accordance with all health, safety and building code regulations. At the termination of this Lease and upon surrender of the Premises, all fixtures, appliances and personal property of Landlord shall be in the same condition as they were on the Beginning Date, normal wear and tear excepted. Landlord may at its sole option use all or part of the Security Deposit (if any) to repair and/or replace any damage to Landlord's property caused either directly by Tenant or by Tenant's negligence.

11. Sublease. Tenant shall not sublease this Lease without the prior written consent of Landlord, which shall not be unreasonably withheld. Landlord may require Tenant to enter a formal written sublease agreement. Any sublease of this Lease shall not release Tenant from Tenant's obligation hereunder, until the full, specific performance and satisfaction of each and every agreement, covenant and obligation hereunder. Tenant shall be liable for any monetary and non-monetary breaches of this Lease caused by Tenant's subtenant.

12. Assignment. Tenant shall not assign this Lease without the prior written consent of Landlord

13. No Alterations. Tenant shall not make or cause to be made any alteration or addition to the Premises, without the prior written consent of Landlord, and shall under no circumstances install any additional lock or security device to the Premises or the property which could impair Landlord's access.

14. Right of Access by Landlord. Tenant shall permit reasonable access to Landlord, and any of Landlord's invitees, agents, or contractors, in accordance with local statues and ordinances, upon receiving 2 days' notice by mail, telephone, written notice or other means designed in good faith to provide notice. Landlord shall have immediate access to the Premises in case of emergency and where repairs or maintenance elsewhere in the building unexpectedly require such access. Landlord shall give Tenant notice of such entry within two days after such entry.

15. Right of Access to Show Premises to Prospective Tenants and Purchasers. Landlord shall have the right to show the Premises to all prospective Tenants and purchasers, and any of Landlord's other invitees, in accordance with local statutes and/or ordinances. Tenant shall permit reasonable access to Landlord upon receiving 2 days' notice by mail, telephone, written notice or other means designed in good faith to provide notice. Tenant shall be liable for any damages caused to Landlord for failure to cooperate under this provision. Tenant shall not interfere with Landlord's efforts to lease the Premises or sell the property, and Tenant shall be liable for any damages caused by breach of this provision.

16. Holding Over. Tenant shall be liable for double the Monthly Rent in the event that Tenant retains possession of all or any part of the Premises after the Ending Date of this Lease. Landlord may at its sole option, upon written notice to Tenant, create a month to month tenancy between Landlord and Tenant under the same terms and conditions of this Lease. Additionally, if Tenant retains possession of all or any part of the Premises after the Ending Date of this Lease and pays less than double the Monthly Rent and Landlord accepts payment, this shall become a month to month tenancy, and not a year to year tenancy, between Landlord and Tenant under the same terms and conditions of this Lease.

17. Heat and Water. If heat is included in the Monthly Rent, Landlord will provide the supply of heat at no additional cost to Tenant during the winter months, at a level prescribed by statute or local ordinance. Water in reasonable quantities, strictly for residential use, is included in the Monthly Rent.

18. Utilities. Tenant is responsible for the provision and direct payment to utility providers for the utilities NOT included in the rent as outlined on page one of the Lease. Tenant is required to establish accounts with the utility providers no later than the Lease Beginning Date set forth on page one. Should Landlord become obligated for payment of any utility for which Tenant is liable under the terms of this Lease, such payment by Landlord shall become an additional rent payment due and payable by Tenant.

19. Damages and Negligence. Tenant shall be liable for any damage done to the premises as a result of Tenant's or Tenant's invitees, guests, or others authorized to reside in the Premises direct action, negligence or failure to inform Landlord of repairs necessary to prevent damage to the Premises.

20. Abandonment. The Premises shall be deemed abandoned when the criteria set forth in the Chicago Residential Landlord/Tenant Ordinance have been met, and Landlord shall have the right to relet the Premises and dispose of Tenant's possessions in the manner prescribed by law.

21. Notices. Any legal notice or demand may be served by tendering it to any person thirteen years old or older residing on or in possession of the Premises; or by certified mail addressed to Tenant, return receipt requested; or by posting it upon the Premises door, if no authorized person under the Lease is in possession of the Premises. Further, except when a statue or ordinance requires notice to be sent by a particular means, Tenant agrees that all Tenant and building notices may be delivered by electronic communication (e-mail) to any e-mail address listed on page 1 for Tenant. This is including but not limited to, late rent notices, notices of entry, fine notices, building maintenance updates, and lease renewal options. Tenant agrees to inform Landlord immediately in writing of any email address change.

22. Damage or Destruction. If the Premises or any part of the property is destroyed or damaged to an extent that makes the Premises uninhabitable, this Lease may be terminated in accordance with applicable statutes or ordinances. In such an event, Landlord does not undertake any covenant to repair or restore the Premises to a habitable condition.

23. Tenant's Personal Property. Except as provided by applicable law, Landlord shall not be responsible for the loss of any of Tenant's personal property in the Premises or on any part of the property. Tenant shall obtain insurance sufficient to cover all potential losses.

24. Landlord's Title. Tenant shall commit no act which could in any way encumber Landlord's title to the property of which the Premises forms a part. In the event that Tenant does create or cause any encumbrance against the title, it shall be cured within five days after demand by Landlord. Any encumbrance created by Tenant shall constitute a material breach of this Lease. Tenant shall be liable to Landlord for all costs and damages incurred by Landlord, including all legal fees incurred as a result of any breach of this provision, to the extent permitted by statute or local ordinance.

25. Legal Expenses. Tenant shall be liable for all legal fees and costs incurred by Landlord as a result of Landlord's efforts to enforce any provision of this Lease, to the extent permitted by court rules, statute or local ordinance.

26. Litigation Escrow. In the event that Tenant withholds rent in excess of that allowed by statutes or local ordinance, and Landlord institutes a lawsuit in Forcible Entry and Detainer to regain possession of the Premises, or in contract to enforce any provision of this Lease, Tenant shall place such excess rent with the Clerk of Circuit Court, pending disposition of the lawsuit.

27. Surrender of Possession. Tenant shall surrender possession of the Premises and return the keys to Landlord or Landlord's agent, immediately upon expiration of this Lease, or upon termination due to Tenant's breach. Surrender of possession shall also be deemed to have occurred if Tenant returns the keys to Landlord prior to the expiration of this Lease.

28. Subordination of Lease/Estoppel. This Lease is subordinate to all mortgages upon the property of which the Premises forms a part, either in place at the time of Lease execution, or which may be placed upon the property at any time during the term of this Lease. Tenant shall execute any estoppel letter required by any mortgage lender or purchaser of the property, relative to the affirmation of Tenant's Lease status.

29. Eminent Domain. If all or part of the Premises or the property of which the Premises forms a part is condemned, expropriated or otherwise regulated by any governmental authority in a manner which would prevent lawful occupancy, this Lease shall be terminated and Tenant shall not be entitled to any compensation.

30. Heirs and Assigns. All of the promises, covenants and agreements and conditions contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Landlord and Tenant.

31. Acceptance of Rent after Tenant Breach. Except where a breach is for non-payment of rent, Landlord may accept rent after a Tenant breach and the rent will be retained for use and occupancy of the Premises and shall not serve to extinguish Landlord's rights or remedies relative to any lawsuit that may be filed or in progress at the time of Tenant breach.

32. Time of the Essence. Time is of the essence for the payment of rent and the performance of each and every covenant, term, agreement and condition of this Lease, and Tenant shall be held in strict compliance with same.

33. Severability. In the event that any provision, paragraph, rule or covenant contained in this Lease is deemed invalid or unenforceable, all remaining portions of this Lease shall survive and be construed in their entirety.

34. Landlord's Remedies. All rights and remedies granted to Landlord hereunder shall be deemed distinct, separate and cumulative and the exercise of one or more thereof shall not waive, extinguish or preclude the exercise of any other right or remedy, unless same is specifically prohibited by court rules, statute or local ordinance. Tenant shall be required to comply strictly with all provisions, covenants and agreements hereunder, and no waiver shall be implied from Landlord's failure to exercise any of its rights or remedies.

35. No Additional Energy Draining Devices. Tenant is prohibited from installing any appliance or device to draw electricity, gas, or any other form of energy from any part of the property other than the Premises. Tenant shall further not install any devices which are not deemed ordinary household appliances or fixtures.

36. Storage. Tenant shall not be entitled to storage space outside the Premises, unless additional storage is specified on page one.

37. Joint and Several Liability. All persons executing this Lease shall be jointly and severally liable for the performance of each and every agreement, covenant and obligation hereunder.

DRAFT

 Tenant Acknowledgement _____ _____ _____

38. **Re-Keying of Locks upon Prior Tenant Vacating.** Tenant shall have the right to change or re-key the lock(s) to the Premises, and shall promptly provide notice thereof to Landlord. Tenant shall immediately provide Landlord a copy of the key to the new lock. In the event that Tenant fails to give Landlord the new key upon Landlords request, such failure shall be deemed an act by Tenant of Material Non-Compliance under the terms of this Lease.

39. **Criminal Activity by Tenant.** If Tenant(s) or occupant(s), visitors, or guests on one or more occasions, uses or permits the use of the leased premises for the commission of a felony or Class A misdemeanor under the laws of Illinois, Landlord shall have the right to void the lease and recover the leased premises.

40. Rules and Regulations of Condominium/Homeowners Association. If the premises is a condominium or part of a Homeowners Association, Tenant (and any person occupying the premises and any of Tenant's guests, invitees, and/or assigns) shall comply at all times with any and all rules, regulations, bylaws, easements, declarations, covenants, restrictions, directions, and/or other provisions of the Condominium/Homeowners Association for the leased Premises. Tenant (and/or Tenant's assigns) does not obtain any voting rights of Landlord with respect to any matters for which a vote is held by or on behalf of the Condominium/Homeowners Association.

RULES AND REGULATIONS

1. Unless permitted on page one, no animals are permitted on the property and in the Premises without Landlord's prior written consent, which consent is deemed a license revocable with 10 days written notice by Landlord.
2. Entry ways, passages, public halls and common areas may not be obstructed in any way, and may not be used for storage, recreation, congregation or play, or in any manner that might endanger any occupant, invitee or licensee of the building.
3. All deliveries, except for small packages and mail, must be made through the rear or service entrance, or a special entrance designated for special deliveries.
4. Tenant shall not permit anything to be thrown out of the windows or from the balconies of the building.
5. No vehicle or bicycle is allowed in the Premises, building or any common area of the property, unless there is a specific area designated for same.
6. Incinerators and waste receptacles shall be used in accordance with posted signs, and all items placed therein shall be neatly packaged and deposited. No explosive device or any parcel or item shall be deposited therein which could cause danger.
7. No sign or advertisement shall be placed in, around or upon any area of the Premises or building without prior written consent of Landlord, which consent shall constitute a license revocable immediately upon written notice of Landlord.
8. No items of personal property shall be placed in, around or upon any common area of the building.
9. No noise or other sound is permitted which disturbs the other occupants from quiet enjoyment of their apartment or common areas of the property.
10. No cooking, baking or similar activity is permitted outside the kitchen area, except when grills are allowed on the balcony of an apartment. However, any liability or loss arising from the use or operation of a grill shall be borne by Tenant.
11. No vertical or horizontal projection, machinery, device or receiver of any type, including satellite dishes, shall be attached in, around or upon any part of the Premises or the property without Landlord's written consent.
12. No unsightly or unsanitary practice which could undermine the sanitation, health or appearance of the building interior or exterior shall be permitted.
13. No activity carried on within the Premises or common areas of the property will be permitted which threatens the health, safety or property of any building occupant, or of Landlord.
14. Plumbing and electrical facilities in the Premises shall be maintained diligently and neatly at all times.
15. The use of water furniture is prohibited.
16. If the building is served by an elevator, Tenant must reserve move-in and move-out times in accordance with Landlord's policies.
18. These Rules and Regulations are not exhaustive and may be supplemented or modified from time to time upon written notice to Tenant.

DRAFT

Guaranty: On_____, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and the performance by Tenant, Tenant's heirs, executors, administrators, successors or assigns of all covenants and agreements of this Lease.

Guarantor: _____

Guarantor Information:

Name	
Address	
Phone	
Email	

Tenant Acknowledgement _____ _____ _____

Preventing BED BUG 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.

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.

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:

Tenant Acknowledgement _____ _____ _____

- 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 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.

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.

Tenant Acknowledgement _____ _____ _____

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

www.cityofchicago.org/health

Follow us on Twitter & Facebook

@ChiPublicHealth

/ChicagoPublicHealth

Protect Your Family From Lead in Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

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
- About health effects of lead
- 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 and 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).

Tenant Acknowledgement _____ _____ _____

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 avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- 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.

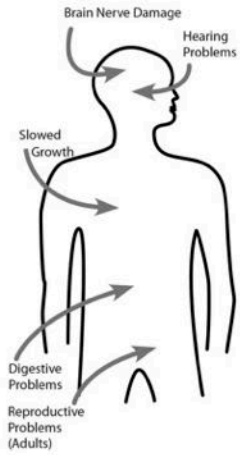
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Tenant Acknowledgement _____ _____ _____

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

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.

Tenant Acknowledgement _____ _____ _____

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.

[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), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating 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:

- 40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors
- 250 $\mu g/ft^2$ 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.

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.

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

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 avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

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 professional. 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.

Tenant Acknowledgement _____ _____ _____

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:

- 40 micrograms per square foot (µg/ft^2) for floors, including carpeted floors
- 250 µg/ft^2 for interior windows sills
- 400 µg/ft^2 for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) 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 and
  - 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.

Tenant Acknowledgement _____ _____ _____

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

  Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.
- **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 (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in

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/lead 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**.

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) 321-6671

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 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

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.
WWPD/TOPE
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
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

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 HUD's Office of Healthy Homes and Lead Hazard Control 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/offices/lead/

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
September 2013

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).

Tenant Acknowledgement _____ _____ _____

Radon Testing Guidelines for Real Estate Transactions

Because of the unique nature of real estate transactions, involving multiple parties and financial interests, the U.S. Environmental Protection Agency (U.S. EPA) designed special protocols for radon testing in real estate transactions. The Illinois Emergency Management Agency(IEMA)-Division of Nuclear Safety has adapted these protocols to conform with its radon regulations. These options are listed in simplified form in the table below.

Recommendations for Real Estate Transactions

IEMA strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. It is not in the best interest of the buyer or seller to rely on a radon measurement performed by anyone other than a licensed measurement professional or technician. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Test Options for Real Estate Transactions

Conduct a short-term radon test in each of the lowest structural areas of the home. For example, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test in each area is required for licensed professional measurements.

What to Look for in Short-Term Real Estate Testing Options

Option	Detector Location	What to do Next
Simultaneous Two short-term tests, 48 hours or longer, performed at the same time.	Two detectors, four inches apart, in each of the lowest structural areas suitable for occupancy.	Fix the home if the average of the two tests is 4 picoCuries per liter (pCi/L) or more.
Continuous Monitor Test One test, 48 hours or longer, performed with an active continuous monitor that integrates and records radon levels hourly.	Continuous monitor placed in each of the lowest structural area suitable for occupancy.	Fix the home if the average radon level is 4 pCi/L or more.

Short-term tests may last between two and 90 days. Most last between two and seven days. Tests between seven and 90 days are usually impractical for real estate transactions. Examples of short-term detectors used in real estate testing include: activated charcoal canisters, charcoal liquid scintillation vials, electret chambers and continuous radon monitors.

If your tests don't agree, contact the IEMA-Division of Nuclear Safety

If your simultaneous or sequential tests are not in agreement (or if you're not sure whether or not they agree), contact the IEMA-Division of Nuclear Safety Radon Program or your licensed radon measurement professional.

When do you average radon test results?

The only time radon test results can be averaged is when two test results are placed simultaneously. Test results from different areas, such as above the crawl space and in the basement, are considered two different tests. Results are each independent of the other and are reported independently, such as basement result of 4.2 pCi/L and family room over crawl space result of 6.1 pCi/L. With an elevated radon level in any one of the lowest structural areas, the recommendation is to fix the house.

Interference with successful completion of a radon measurement is illegal in Illinois .

Rev. 12 9/2007 (IEMA 018)

IEMA-Division of Nuclear Safety Recommendations for Real Estate Radon Measurements

- Hire a licensed radon measurement professional.
- Be sure that IEMA-Division of Nuclear Safety Radon Program radon testing protocols are followed.
- Contact the IEMA-Division of Nuclear Safety Radon Program if you are uncertain about anything regarding radon testing. www.radon.illinois.gov

Disclosure of Radon Information

The Illinois Radon Awareness Act and the Illinois Real Property Disclosure Act requires that a seller of a home disclose information if aware of unsafe concentrations of radon in the home. The acts do not require that testing or remediation work be conducted. However, many relocation companies and lending institutions, as well as home buyers, request a radon test when purchasing a house. Sellers and brokers are cautioned to err on the side of full disclosure of material facts prior to entering into a purchase agreement.

When Testing

Be aware that any test lasting less than a week requires closed-house conditions. Closed-house conditions mean keeping all windows closed, keeping doors closed except for normal entry and exit, and not operating fans or other machines which bring air in from outside (except for fans that are part of a radon reduction system, or small exhaust fans that operate for only short periods of time).

- Before Testing: Begin closed-house conditions at least 12 hours before the start of the short-term test.
- During Testing: Maintain closed-house conditions during the entire duration of the short term test, especially for tests less than one week in duration. Operate home heating or cooling systems normally during the test. For tests lasting less than one week, only operate air conditioning units that recirculate interior air.

Note that professional measurement licensees are required to post Radon Measurement in Progress Notifications at every building entry.

Where the test should be conducted

Place the detector or detectors in each lowest area suitable for occupancy, such as:

- a family room, living room, den, playroom, bedroom, workshop, or exercise room;
- in the lowest level suitable for occupancy, even if it isn't currently used but could be, without renovating.

For instance, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test should be performed in the basement and in at least one room over the crawlspace and slab-on-grade area. If an elevated radon concentration is found and confirmed in one of these areas, fix the house.

DO NOT MEASURE:

- in the kitchen, laundry room and bathroom (because fan systems and humidity may affect some detectors); or
- in crawl spaces, on floor or wall cracks, or right next to a sump pump, as this may cause a false high reading.

The detector should be placed:

- in an area where it will not be disturbed;
- at least three feet from doors and windows to the outside;
- at least one foot from exterior walls;
- 20 inches to 6 feet from the floor;
- at least four inches away from other objects horizontally and directly above the detector;
- away from drafts; and
- four feet from heat, fireplaces, furnaces, and away from direct sunlight and areas of high humidity.

If the test results show radon levels above 4 pCi/L

Contact the IEMA-Division of Nuclear Safety Radon Program. Staff can provide names and addresses of professional radon mitigators who are trained to reduce radon concentrations. We also recommend that you see our web site www.radon.illinois.gov or contact the Radon Program for a copy of our brochure, *IEMA-Division of Nuclear Safety Guide to Radon Mitigation*.

After a radon reduction system is installed

Perform an independent short-term test to ensure that the reduction system is effective. Make sure the system is operating during the entire test.

The IEMA-Division of Nuclear Safety Radon Program can provide:

- Information about radon and radon testing;
- Names of licensed radon measurement professionals;
- Names of licensed radon mitigation professionals trained to reduce radon.

Call the IEMA-Division of Nuclear Safety Radon Program at: 1(800) 325-1245

IEMA-Division of Nuclear Safety
1035 Outer Park Drive • Springfield, IL 62704
(217) 782-1325 • TDD: (217) 782-6023
www.radon.illinois.gov

Printed by the Authority of the State of Illinois (IEMA 018-10,000-9/07-Print Order # 538)

Tenant Acknowledgement _____ _____ _____

Rahm Emanuel
Mayor

CITY OF CHICAGO RESIDENTIAL LANDLORD AND TENANT ORDINANCE SUMMARY

DEPARTMENT OF PLANNING AND DEVELOPMENT

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.

DRAFT

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)}
- To provide a tenant with at least 30 days written notice if the rental agreement will not be renewed. If the landlord fails to give the required written notice, the tenant may remain in the dwelling unit for 60 days under the same terms and conditions as the last month of the existing agreement. (eff. 1-1-92) {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}

DRAFT

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 reasonably 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 lastknown 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)

DRAFT

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.
- 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 2016.

Chicago Rents Right

Good Tenants, Good Landlords, Great Neighborhoods!

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

DRAFT

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. l-l-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 January 1, 2018 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.

DRAFT

Security Deposit Interest Rate

Jan. 1-Dec. 31, 2018: 0.01%

2017: 0.01%	2007:1.68%
2016: 0.01%	2006:1.71%
2015: 0.01%	2005:1.01%
2014: 0.013%	2004:0.42%
2013: 0.023%	2003:0.52%
2012: 0.057%	2002:0.83%
2011: 0.073%	2001:3.10%
2010: 0.073%	2000:2.71%
2009: 0.12%	1999:2.63%
2008: 1.26	1997: 3.38 %

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 Planning and Development, City Hall, Room 1000.

Ordenanza de Residencias para Duenos e Inquilinos (Arrendatrios)

Tarifa de Interes en Depositos de Seguridad

Codigo Municipal, Capitulo 5-12-080, 5-12-081 y 5-12-170

- 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 Ia 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 Ia 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 Ia 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)

DRAFT

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 2018 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, 2018: 0.01%

2017: 0.01%	2010: 0.073%	2003: 0.52%
2016: 0.01%	2009: 0.12%	2002: 0.83%
2015: 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 '97: 5%

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 DPD, 121 N. LaSalle St., Cuarto 1000.

RIDER TO LEASE

Property Address: _____

This Rider modifies that certain Chicago Apartment Lease (the "Lease") dated _____ by and between the Landlord and Tenant. Any capitalized term not defined herein shall have the meaning ascribed to it in the Lease. No representations or agreements made by Landlord or management company personnel which alter the terms of the Lease or Rider are effective unless in writing. In the event of conflict between terms of the Lease and the terms of this Rider, the terms of this Rider govern and control.

1. **Tenant Payments and Responsibilities**. Tenant shall pay to Landlord:
   a. All Rent.
   b. All collection fees, late charges or other costs related to late Rent.
   c. All cost for repairs, replacement cleaning, locks or other charges as incurred or as provided for in the Lease and this Rider.
   d. All monies owed by Tenant to Landlord arising from this Lease or any parking lease or license between Tenant and Landlord.
   e. Fee for missing smoke and carbon monoxide detectors (cost plus $150.00 each).
   f. Damage charges for moving through the front stairs and hallways (a minimum of $200.00 per occurrence).
   g. All costs and expenses (including Landlord's attorneys' fees) incurred by Landlord in attempting to enforce the provisions of the Lease or otherwise incurred by Landlord as a result of Tenant's breach of the covenants or agreements of the Lease or Tenant's use or occupancy of the Property (to the extent allowed pursuant to the City of Chicago Residential and Landlord and Tenant Ordinance or other applicable laws).
   h. All additional garbage charges for the apartment beyond customary amounts.
   i. All utility bills for the apartment, unless specified otherwise in the Lease (not including any common area utility charges).
   j. The Administrative fee as described in the Lease

2. **Rent Payment**. All Rent is due in Landlord's designated offices by the 1st day of each month. Any Rent received after the 5th day of the month will be considered late and that month's Rent shall be increased by a "Late Fee". To the extent permitted by applicable law, the Late fees will be charged in accordance with Mun. Code CH. 5-12-140 (h); $10 on rents under $500 plus 5% on rent exceeding $500. The Late Fee shall constitute additional Rent which is due and owning and shall be paid to Landlord as Rent. Rental Payments must be made by check, money order or cashier's check. No cash will be accepted. It is Tenant's responsibility to ensure that payment is delivered in sufficient time. Landlord reserves the right to demand payment of Rent by money order or cashier's check. No event, circumstance or condition, including without limitation, the failure to or inability of the Landlord to make any repairs or to provide any services, shall form the basis of any claim or setoff for damages against Landlord, nor a basis for an abatement of Rent, nor a cause for termination of the Lease. Tenant acknowledges and agrees that the payment of Rent is an independent covenant and that Tenant shall not be entitled to abate Rent for any reason whatsoever unless such a right is expressly set forth in the Lease.

3. **NSF Checks and Stop Payments**. All payments that are dishonored shall constitute a late payment retroactive to the date of tender by Tenant, and Tenant shall pay, as additional Rent, a charge of $50.00, in addition to any Late Fees, in accordance with Paragraph 2 of this Rider.

4. **Renter's Insurance & Tenant Property.** It is understood that all of Tenant's personal property in the apartment and elsewhere in the building shall be stored at Tenant's risk. Landlord does not insure Tenant's personal property against loss for any reason. Storage, if available, is unsecured and is provided at Tenant's risk. Tenant agrees to have renter's insurance in place prior to moving into the apartment, maintain such insurance during the term of the Lease and name the Landlord as an additional insured. If the tenant does not provide proof of insurance or fails to maintain insurance at any time during term of the lease, it shall be a material lease violation and the landlord may terminate the lease and/or procure casualty insurance and charge back the costs and administrative fees as additional rent.

5. **Damages In Event of Fire.** Nothing contained in this Lease shall make the Landlord liable to the Tenant for damages in the event of fire, explosion or other casualty nor impose upon Landlord any obligation to make repairs which are more extensive or different from those required by the provisions of Paragraph 22 of the Lease.

6. **Monthly Smoke Detector and Carbon Monoxide Detector Check.** Tenant agrees to check all smoke detectors and carbon monoxide detectors in the apartment on a monthly basis and immediately replace batteries as necessary. Tenant agrees to immediately inform Landlord of missing or malfunctioning detectors.

7. **Moving.** All move ins and outs must be done through the rear or service stairs. If Tenant moves in or out through the front hallways and stairs Tenant will be assessed for damages.

8. **Keys.** Tenant shall not alter, replace or add locks, bolts or any other attachments to the door without Landlord's written consent. Landlord must, at all times, have a key which will allow full access to the apartment. The Tenant agrees that he/she will not use any other locksmith other than that locksmith recommended by the Landlord. The Tenant is responsible for all fees related to new locks or keys if the lock to the apartment or the Property requires changes due to the Tenant's negligence or loss thereof. Any keys that are lost or broken by the Tenant will be replaced by the Landlord at the cost of $5.00 per key. If the Tenant is locked out of the apartment and requires Landlord to provide access into the apartment, the Tenant shall pay $50.00 to the Landlord at the time of service.

9. **Locks.** Tenant shall not alter any lock or install a new lock, or knocker, or peephole, or any other attachment without the written consent of the OWNER or OWNER'S AGENT. If approved, a key must be provided to OWNER'S AGENT.

10. **Laundry Facilities.** Laundry facilities, if any, are provided as a convenience to the Tenant. Landlord shall not be liable or responsible to Tenant for failure of any laundry machine to operate or for any damage to clothing. The Tenant agrees to clean up any dirt, lint and other debris or garbage that he/she causes to be in the laundry room. Tenant shall not install any washers, dryers or laundry machines in the apartment, the laundry facility or any other part of the Property.

11. **Storage.** Tenant must store all items in the designated storage areas, if any. Storage is not permitted in the common areas of the Property.

12. **Motor Vehicles.** Maintenance work on any motor driven vehicles, and washing on the premises is prohibited.

13. **Pets.** When entering or leaving the Property with a dog, you must use the back entrance. Any damage done to the front entrance due to your animal will be assessed a $100.00 damage fee. In addition,

DRAFT

it is your responsibility to pick up after your pet. If a service has to be hired to clean up after your pet, you will be assessed a $100.00 fee to cover the service. No pets are allowed in or around the building without written consent of the OWNER or OWNER'S AGENT. In addition, guests are not permitted to bring pets to the premises.

14. **Porches and Stairwells.** The porch or deck of this building should be designed for a live load of up to 100 pounds 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, 311.All porches and stairwells attended, attached or appurtenant to the building and/or apartment or Property of which Tenant's apartment unit is a part of, are for ingress and egress exclusively. At no time shall Tenant's occupants or guests, licensees or invitees congregate or meet thereon for reasons other than specifically stated herein. Porches and stairwells are to be occupied by no more than three persons at any one time (except for ingress and egress only) and shall not be used for storage or grilling.

15. **Grilling.** Grilling on the premises is not permitted.

16. **Utilities.** Utilities must be on at all times to prevent damage to the apartment and or appliances. If your utilities are shut off, this a violation of your lease and could result in termination.

17. **Extension Cords.** Running extension cord wiring for electrical appliances or fixtures in VIOLATION of the Municipal Code is therefore prohibited.

18. **Use of Property.** Tenant will occupy and use the Property during the term only as Tenant's private residence and for no other purpose. This provision expressly excludes and forbids such uses as (a) the keeping of roomers, lodgers and borders; (b) the sale or barter of merchandise; (c) the carrying on or conducting of any trade, profession, business, school, course of instruction or entertainment; and (d) the teaching of instrumental or vocal music, dramatics, gymnastics or dancing. In addition, Tenant will not make or permit any use of the Property (a) which directly or indirectly is forbidden by public law, ordinance or government regulation, (b) which is dangerous to life, limb or property, (c) which tends or will tend to injure the reputation of the Property or the Landlord, (d) which will disturb any other tenant or the Property or the residents of the neighborhood, (e) which may or could increase the premium cost of or invalidate any policy of insurance carried on the Property or covering its operation or (f) smoking. No material changes shall be made to the apartment without written consent of the Landlord. This includes interior decorating such as painting and wallpapering. The Tenant shall not affix anything to kitchen cabinets, appliances or vanities.

19. **Lead Warning Statement & Disclosure of Information on Lead-Based Paint and/or Lead-Based Hazards.** **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, LANDLORDS MUST DISCLOSE THE PRESENCE OF KNOWN LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS IN THE DWELLING. TENANT MUST ALSO RECEIVE A FEDERALLY APPROVED PAMPHLET ON LEAD POISONING, PREVENTION.** Landlord has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards on the Property. Tenant acknowledges receiving from Landlord copies of all information regarding lead-based paint and/or hazards on the Property. Tenant acknowledges receiving the pamphlet *Protect Your Family From Lead in Your Home*.

20. **Property Upkeep.** During the winter months, Tenant will lower and close all storm windows in the unit. Tenant will install a shower curtain for the purpose of protecting the walls which surround the tub. Tenant is responsible for changing and replacing light bulbs. The Landlord is not responsible for providing shades for the unit. Tenant shall use a cutting board and agrees not to cut directly on the countertops. Charges for excessive maintenance above and beyond normal wear and tear will be charged to the Tenant and become payable each month at the rate of $30.00 per hour. Any damage to the apartment caused by the Tenant and repaired by the Landlord during the term of the Lease will be charged to the Tenant. Broken windows, glass doors and carpentry work will be assessed and charged at the current local rate for the necessary labor and supplies. The Tenant will be presented with a bill which is made payable with the subsequent month's Rent.

21. **Rental Property.** Tenant specifically acknowledges that buildings are physical structures subject to aging, wear and tear, abuse, inherent defects and numerous forces causing disrepair or breakdown beyond Landlord's reasonable control and that components, materials and skilled workmen are not always available. Tenant further acknowledges and agrees that (to the extent allowed by law) Landlord shall not be liable to Tenant for interruptions of service, breakdown of equipment, fixtures or systems, defective conditions or any other claims, losses or damages relating to or caused by (a) conditions caused by Tenant, members of Tenant's household, guests or other persons on the Property with Tenant's consent or other tenants; (b) the lack of reasonable opportunity for the Landlord to correct defective conditions; (c) conditions beyond Landlord's reasonable control, including strikes, lockouts and acts of God; or (d) Landlord's not having actual knowledge of such defective conditions, breakdowns or interruptions of services. All problems and complaints such as electrical, plumbing, disturbances, damages or nuisances should be reported to the Landlord as soon as possible.

22. **Property Security.** To the extent allowed by law, Tenant acknowledges and agrees that Landlord is not responsible for providing any security to the Property and is not responsible or liable for the criminal, intentional or negligent acts or omissions of any other party, including any other tenants, occupants, guests, service providers, agents, contractors or other invitees of Tenant or of other tenants of the Property.

23. **Landlord Rental Expenses.** Tenant agrees that if it vacates the apartment prior to the expiration of this Lease and does not provide a qualified sub-tenant, in Landlord's sole discretion, to Landlord to fully perform the Tenant obligations remaining under the term of the Lease, it will cause Landlord to incur substantial administrative expenses in re-renting the apartment (including, but not limited to, rental fees, showing expenses, advertising expenses, rental commissions, application expenses, office and leasing schedule coordination). To cover such costs and damages, Landlord may charge a rental fee equal to one month Rent for such services ("Rental Fee"). Furthermore, Landlord reserves the right to pursue Tenant for all unpaid rent for the remainder of the term and all additional damages caused by this or any other breach.

24. **Short-Term Renewal.** In the event Tenant desires to renew the Lease for a term of less than one year, Landlord may consent to such short-term renewal in Landlord's reasonable discretion and shall be entitled to a $250.00 short term renewal fee.

25. **Tenant Termination.** Tenant may terminate this Lease with Landlord's written approval, and by delivering to Landlord a "Buy-Out Fee" equal to three months' Rent, whereupon the Lease shall terminate on the last day of the next full month. The Buy-Out

DRAFT

termination must accompany Tenant's notice to vacate. Rents shall continue to be due up to and through the last day of the last month of occupancy. Payment of the Buy-Out Fee will waive the Rental Fee. If not approved, Landlord shall return the Buy-Out Fee to the Tenant.

26. Sublease. All subtenants must complete Landlord's Application for apartment and be approved by Landlord in its sole discretion before moving into the apartment. The landlord shall accept a reasonable sublease proposed by the tenant without an assessment of additional fee or charges.

27. Forwarding Address. Tenant must provide Landlord with Tenant's forwarding address, in writing, at 2815 W. Roscoe Chicago IL 60618.

28. Holdover. In the event Tenant does not vacate apartment at the expiration of the Lease, the Rent for holding over is two times the daily Rent (pro-rated on a 30-day basis from the stated Rent in the Lease) for any additional days, plus any additional damages caused by the actions of the Tenant. Tenant agrees to be completely moved out by noon of the last day of the Lease. Occupancy for any part of a day will be charged at the rate determined above for a full day.

29. Lease Termination. Beginning 90 days prior to the end of the Lease term, Landlord may show the apartment for rent as often as necessary with reasonable notice to Tenant. Upon termination of the Lease, the entire Apartment, including kitchen range, refrigerator, microwave, bathrooms, closets and cabinets shall be cleaned by Tenant. The refrigerator is to be defrosted, the plug pulled and the door left open. The carpeting must be free of stains, blemishes and holes. All debris and rubbish must be placed in proper rubbish containers. All personal belongings shall be removed from the apartment and storage spaces and all keys shall be returned to the Management office. Tenant acknowledges that Landlord may enter the apartment on the last day of the Lease at 12:00 p.m. (noon) in order to prepare the apartment for the next tenant. Tenant agrees to be completely moved out by noon of the last day of the Lease. Occupancy for any part of a day will be charged at the rate determined for a full day.

In the event that any of the foregoing has not been performed by the Tenant, the following specific cleaning and replacement charges will be immediately due from the Tenant to the Landlord:

Refrigerator cleaning	$75.00
Range/oven cleaning	$75.00
Cabinet/counter cleaning	$25.00
Apartment/building/mail key replacement	$ 25.00 each
Light bulb replacement	$ 2.00 each
Trash removal/excessive cleaning	$ 15.00/hour
Decorating/maintenance	$ 20.00/hour
Carpet cleaning	$ 200.00
Keys	$ 50.00/set

30. Invalidity. In the event any of the terms or conditions of this Rider or the Lease conflict with the laws of the State of Illinois or the City of Chicago, including, but not limited to, the City of Chicago Residential and Landlord and Tenant Ordinance, such term or condition will be deemed deleted from the Lease and/or the Rider and the remainder of the terms of the Lease and/or the Rider shall be valid and enforceable in accordance with their terms.

31. Tenant Disturbances. No noise or music shall be permitted at any time which in any way disturbs other occupants of the Property. In the event of complaints from neighbors or janitors, the Tenant will be subject to eviction procedures as set forth by local ordinance.

32. Harassment. Harassment of Management and any of the other tenants, tenants' guest or children, or any activity or behavior which is disruptive to the security or quiet of the other tenants is expressly prohibited. Tenants are held responsible for the actions of their guest, and children while on the property.

33. Tenant Agents, Contractors, Guests or Invitees. Tenant agrees, acknowledges and understands that it shall be responsible for and shall hold Landlord harmless from and against any claims, losses, damages or liabilities caused by Tenant or its agents, contractors, guests or invitees.

34. Children. Children under the age of 12 must be under the supervision of a parent or a responsible individual over the age of 18 whether indoors or outdoors. The police and/or social services will be contacted if children under the age of 12 are left alone in the apartment.

35. Guests. You are responsible for the actions of your guests. You must inform guest(s) of all the Rules and Regulations. If a resident or their guest breaks the Rules and Regulations, it is grounds for termination of tenancy. In addition, if your guest breaks the Rules and Regulations, they may be barred and/or arrested for criminal trespassing. If a resident is seen in the company of a barred person on the property, this is grounds for termination of tenancy.

36. Overnight Guests. Any person or child, who is an overnight visitor more than 7 consecutive nights or more than 10 nights in a calendar month, shall be considered an unauthorized occupancy and shall be lease violation and grounds for lease termination without the written consent of the Landlord.

37. Barred Management. Landlord has the right to bar individuals from the property. If an individual is barred from this property. If you, your guests or any member of your household permits barred individuals on the premises, it shall be a material lease violation and grounds for eviction.

38. Criminal Activity. Your lease may be terminated for criminal activity, including but not limited to drug related criminal activity, by any Tenant, or household member on or off the premises or a guest on or near the premises. Your lease may also be terminated for any criminal activity, including but not limited to, any drug related criminal activity by any Tenant and or household member that occurs away from or not on the premises.

a. Your lease may be terminated for Criminal activity by the tenant or any member of the tenant's household on or off the premises or by a guest or another person under the tenant's control on the premises.
b. Your lease may be terminated if the Owner determines that the Tenant, any member of the Tenant's household, a guest or another person under tenant's control has engaged in criminal activity, regardless of whether the Tenant, any member of the Tenant's Household, a guest, or another person under the Tenant's control has been arrested or convicted for such activity.

39. Firearms. It shall be a material lease violation for any tenant, family member, household member, guest or person under tenant's control to possess, display, threaten to possess or display a firearm, ammunition, explosive devise or firework on the premises or common areas.

40. Alcohol. Tenant agrees, acknowledges and understandings that Tenant and its agents, contractors, guests and invitees are expressly prohibited from consuming, storing or using alcoholic beverages in, on, under or across any of the common areas in the Property, including any porches, hallways, balconies or stairways. Tenant shall hold Landlord harmless from and against any liabilities arising out of the use or consumption of alcoholic beverages on the Property by Tenant or its agents, contractors, guests or invitees.

DRAFT

41. Drug Use. Your lease may be terminated if a determination is made by the Owner that a household member is illegally using a drug.

a. Your lease may be terminated if a determination is made by the Owner that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

42. Cannabis. It shall be a material lease violation for any tenant, family member, household member, guest or person under the tenant's control to possess and/or distribute Cannabis.

43. Smoking. The Lessor is not a guarantor of a Smoke Free environment. Lessee acknowledges that Lessor's adoption of a smoke free living environment and the efforts to designate the apartment community as smoke-free, do not make the Lessor or any of its managing agents the guarantor of Lessee's health or of the smoke-free condition of any apartment or the apartment community.

44. Material Non-compliance. Your lease agreement may be terminated for material non-compliance with lease terms. Material non-compliance is defined as "(1) one or more substantial violations of this Agreement, (2) repeated minor violations of this Agreement which disrupt the livability of the project, adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities, interfere with the management of the project, or have an adverse financial effect on the project"

45. Acceptance of Rent after Tenant Breach. Rent accepted by Lessor after Tenant breach of this agreement will be retained for use and occupancy of the Apartment and shall not serve to extinguish Lessor's rights or remedies hereunto relative to any lawsuit that may be filed or in progress at the time of the Tenant breach.

DRAFT

46. Short Term Housing. Except to the extent expressly allowed by applicable law, Tenant is strictly prohibited from soliciting or allowing non-residents who are solicited via any online services, social media or other outlets (including without limitation, Air-BNB) to temporarily occupy the Premises in exchange for fees, rent or other considerations. Tenant acknowledges that engaging in such practice may pose safety and security risks, harm, and damage to the Premises, the Building or other residents and cause for termination of the lease. Any and all occupants, roomers, boarders and/or subleasors must be approved by the Landlord in writing. Such approval will not be unreasonably withheld.

Tenant

_____	_____ Date
_____	_____ Date
_____	_____ Date
_____	_____ Date
_____	_____ Date
_____ \	_____ Date

DRAFT

Landlord, by MANAGEMENT COMPANY, an Illinois limited liability company

MANAGEMENT COMPANY, SOLELY AS LEASING AGENT ON BEHALF OF THE OWNER BY:

_____

DRAFT

U.S. Department of Housing and Urban Development
Office of Housing

OMB Approval No. 2502-0204
Exp. 6/30/2017

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

DRAFT

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-91066, 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 timeframe may result in eviction.

_____ _____
Tenant Date

_____ _____
Landlord Date

SCHOOL CERTIFICATION / ADDENDUM

I, _____ and _____ do hereby certify that all members of (my / our) household age 6 to 17 are enrolled in school or a home school program. Further, (I / we) agree that children under the age of 13 must be adequately supervised by a responsible household member or participate in day care, an after school program or are otherwise adequately supervised. In addition to this signed Certification, documentation of general school, home school, daycare enrollment or participation in an after school program is provided with this Certification.

Household Children:

_____ Age: _____

_____ Age: _____

_____ Age: _____

_____ Age: _____

_____ Age: _____

_____ Age: _____

_____ Age: _____

Documentation:

General school enrollment: Attached: _____

Home school acknowledgment: Attached: _____

After school program: Attached: _____

Day care enrollment: Attached: _____

Adult responsible for children: _____ Phone: _____

SIGNED:

_____ Date: _____ Phone: _____

Head of Household

_____ Date: _____ Phone: _____

Co-Head of Household:

Unit No. _____

Bed Bug Addendum

Date: _____ _____
(when this Addendum is filled out)

NATIONAL APARTMENT ASSOCIATION

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 dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

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

4. **INSPECTION.** You agree that you: *(Check one)*
   - ☐ have inspected the dwelling prior to move-in and that you did not observe any evidence of bed bugs or bed bug infestation; OR
   - ☐ will inspect the dwelling within 48 hours after move-in/renewal and notify us of any bed bugs or bed bug infestation.

5. **INFESTATIONS.**

   You agree that you have read all of the information on this addendum about bed bugs and:
   (Check one)
   - ☐ you are not aware of any infestation or presence of bed bugs in your current or previous apartments, home or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence. OR
   - ☐ you agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here:

6. **ACCESS FOR INSPECTION AND PEST TREATMENT.** You must allow us and our pest control agents access to the dwelling 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 dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. 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 dwelling. 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 dwelling for a bed bug infestation on your own.

7. **NOTIFICATION.** You must promptly notify us:
   - of any known or suspected bed bug infestation or presence in the dwelling, 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 dwelling.
   - 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.

8. **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 dwelling 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 dwelling. Any items you remove from the dwelling 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 dwelling, we have the right to require you to temporarily vacate the dwelling 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.

9. **RESPONSIBILITIES.** You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, 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 dwellings to your dwelling unit, 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 dwellings. 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 dwelling. 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.

10. **TRANSFERS.** If we allow you to transfer to another dwelling 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.

© 2013, National Apartment Association, Inc. - 1/2013, Illinois

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 dwelling.** 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.

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.

Illinois/National Apartment Association Official Form 13-JJ, January, 2013
© 2013, National Apartment Association, Inc.

Chicago Animal Addendum

NATIONAL APARTMENT ASSOCIATION

Date: _____ _____
(when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. 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. **DWELLING UNIT DESCRIPTION.**
Unit No. _____ , at _____
_____ *(street address)* in
_____ *(city)*, Illinois,
_____ *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: _____
Owner's name:
_____
_____
_____
Residents *(list all residents)*: _____
_____
_____
_____
The Lease Contract is referred to in this Addendum as the "Lease Contract."

3. **CONDITIONAL AUTHORIZATION FOR ANIMAL.** You may keep the animal that is described below in the dwelling 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 Provision 6 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 dwelling unit. 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 dwelling 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 dwelling.
- 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 dwelling units, 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 dwelling units.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit 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 dwelling or any private fenced area.
- Unless we have designated a particular area in your dwelling unit 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 dwelling unit 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

© 2010, National Apartment Association, Inc. - 4/2010, Illinois

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 remove the animal immediately and permanently from the premises. 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 dwelling unit, 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. **MULTIPLE RESIDENTS.** 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)*
_____	_____
_____	
_____	
_____	

CITY OF CHICAGO RECYCLING ORDINANCE

NATIONAL APARTMENT ASSOCIATION

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: _____

© 2017, National Apartment Association, Inc. - 3/2017, Illinois (Chicago)

Chicago Rents Right

Good Tenants, Good Landlords, Great Neighborhoods!

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

Rahm Emanuel
Mayor

CITY OF CHICAGO RESIDENTIAL LANDLORD AND TENANT ORDINANCE SUMMARY

DPD
DEPARTMENT OF
PLANNING AND DEVELOPMENT

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)}
- To provide a tenant with at least 30 days written notice if the rental agreement will not be renewed. If the landlord fails to give the required written notice, the tenant may remain in the dwelling unit for 60 days under the same terms and conditions as the last month of the existing agreement. (eff. 1-1-92) {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 reasonably 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 lastknown 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.
- 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 2016.

11250-12

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 accord 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

_____

© 2016, National Apartment Association, Inc. - 7/2016, Illinois (Chicago)

COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM

NATIONAL APARTMENT ASSOCIATION

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 DWELLING PROPERTY AND RECREATIONAL FACILITIES.
Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling 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.

IN CASE OF EMERGENCY DIAL 911

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)_____ (2) _____ (3)_____ (4)_____

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 dwellings, 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' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling 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 dwelling.
- 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 dwelling 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.

XII. **SIGNS.** Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.

XIII. **SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.

XIV. **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.

XV. **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
Owner Representative		Date	

CRIME/DRUG FREE HOUSING ADDENDUM

NATIONAL APARTMENT ASSOCIATION

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. **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 dwelling unit, all common areas, all other dwelling units on the property or any common areas or other dwelling units 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.

      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.

Resident or Residents *(sign here)*	**Date of Signing Addendum**
_____	_____
_____	_____
_____	_____
_____	_____

Owner or Owner's Representative *(signs here)*	**Date of Signing Addendum**
_____	_____

© 2016, National Apartment Association, Inc. - 4/2016, Illinois

NATIONAL APARTMENT ASSOCIATION

Inventory and Condition Form

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)*: _____

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: (_____)_____

☐ **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 _____

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 _____
- 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 _____

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 _____

© 2013, National Apartment Association, Inc. - 1/2013, Illinois

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: _____

Acknowledgment. You acknowledge that you have inspected and tested all of the safety-related items (if in the dwelling) 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 dwelling unit and that no signs of bedbugs or other pests are present. This unit 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: _____

LEASE CONTRACT BUY-OUT AGREEMENT

NATIONAL APARTMENT ASSOCIATION

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. 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 dwelling unit 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

_____ _____

© 2013, National Apartment Association, Inc. - 1/2013, Illinois

LEASE ADDENDUM
LIABILITY INSURANCE REQUIRED OF RESIDENT

NATIONAL APARTMENT ASSOCIATION

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. **Acknowledgment Concerning Insurance or Damage Waiver.** You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) or the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You hereby assume full and complete liability for any and all loss, costs or damages, including, but not limited to, fire damage resulting from your negligent or intentional acts or omissions or any other act or omission by you or any other person permitted to occupy the Premises or any guests or invitees of yours. In no instance, including, but not limited to, payment of rent, shall you or your agents, occupants or invitees, be considered an insured, as a co-insured or an additional insured or otherwise under our property or casualty insurance policies or under any self funded risk management programs we may have, if any. You understand that paragraph 8 of the Lease Contract requires you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than $ _____ per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance satisfying the requirements listed below, at your sole expense.

4. **Required Policy.** You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of $_____, from a carrier with an AM Best rating of A-VII or better, licensed to do business in Illinois. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

5. **We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.**

6. **Subrogation Allowed.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.

7. **Your Insurance Coverage.** You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.

   Insurance Company: _____
   _____

8. **Default.** Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law.

9. **Miscellaneous.** Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.

10. **Special Provisions:** _____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

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
_____	_____
_____	

© 2016, National Apartment Association, Inc. - 12/2016, Illinois

NATIONAL APARTMENT ASSOCIATION

ADDENDUM REGARDING MEDICAL MARIJUANA USE
and
LANDLORD'S COMMITMENT TO ENFORCEMENT OF CRIME /DRUG FREE 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)*: _____
   _____
   _____
   _____
   Where the terms and conditions of this Addendum vary from or contradict any terms or conditions set forth 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.

Resident or Residents *(sign here)*	**Date of Signing Addendum**
_____	_____
_____	_____
_____	_____
_____	_____

Owner or Owner's Representative *(signs here)*	**Date of Signing Addendum**
_____	_____

© 2016, National Apartment Association, Inc. - 4/2016, Illinois

MIXED USE ADDENDUM

NATIONAL APARTMENT ASSOCIATION

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.

Resident or Residents
(All residents must sign)

_____
_____
_____
_____

Owner or Owner's Representative
(Signs below)

_____

Date of Signing Addendum

_____

© 2015, National Apartment Association, Inc. - 7/2015, Illinois

Mold Information and Prevention Addendum

NATIONAL APARTMENT ASSOCIATION

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 dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

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. 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 a dwelling, 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 dwelling, you must do the following:

   - Keep your dwelling 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 dwelling 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 dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling 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 dwelling, 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 dwelling and any health problems that may result. We can't fix problems in your dwelling 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

_____

© 2013, National Apartment Association, Inc.

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. **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. **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 dwelling, 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, dwellings, 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 dwelling or building is also prohibited by this Addendum and other provisions of the Lease Contract.

   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 dwelling ☐ 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 dwellings 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.

5. **Your Responsibility for Damages and Cleaning.** You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, 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 dwelling or building is in excess of normal wear and tear in our smoke free apartment community.

6. **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 dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

7. **Lease Contract Termination for Violation of this Addendum.** We have the right to terminate your Lease Contract or right of occupancy of the dwelling 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 dwelling 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 dwelling.

8. **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.

9. **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.

© 2017, National Apartment Association, Inc. - 11/2017, Illinois

10. **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 dwelling 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 acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. 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. Before signing you must advise us whether you or anyone who will be living in your dwelling is a smoker. You must check one of the following boxes.

- ☐ Neither you nor anyone who will be living in the dwelling is a smoker.
- ☐ Someone in my household is a smoker; however, we agree to follow your no-smoking policy.

Resident or Residents
(All residents must sign here)

_____

_____

_____

_____

Owner or Owner's Representative
(Sign here)

_____

© 2017, National Apartment Association, Inc. - 11/2017, Illinois

PACKAGE ACCEPTANCE ADDENDUM

NATIONAL APARTMENT ASSOCIATION

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 document shall serve as an addendum ("the Addendum") that is hereby incorporated into and made part of the Apartment 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. 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.

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:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Resident or Residents
(All residents must sign)

_____
_____
_____
_____

Owner or Owner's Representative
(Signs below)

_____

Date of Signing Addendum

_____

© 2017, National Apartment Association, Inc. - 3/2017, Illinois

REASONABLE ACCOMMODATION POLICY

A reasonable accommodation is some modification or change that we can make to the policies or procedures that will assist an applicant or resident with a disability or impediment. **Southbridge** does not discriminate on the basis of a disability or impediment in the admission or access to, or treatment or employment in, its federally assisted programs and activities. The reasonable accommodations that can be made at **Southbridge** include but may not be limited to:

1. Installing strobe type flashing-light smoke detectors in an apartment for a family with a hearing-impaired member.

2. Permitting a resident/applicant to have an assistant animal.

3. Making large type documents or a read available to a vision-impaired applicant or resident.

4. Making a sign language interpreter available to a hearing-impaired applicant during the application process.

5. Permitting an outside agency/entity to assist an applicant with a disability or impediment to meet the property's applicant screening criteria.

6. Installing handrails or grab bars in an apartment.

7. Installing strobe type flashing-light doorbells in an apartment for a family with a hearing-impaired member.

If you or a member of your family have a disability or impediment and think you might need or want a reasonable accommodation, you may request it at any time in the application process or after admission. If you would prefer not to discuss your situation with management, you are not required to do so.

On the following page we have provided a form for you to let us know if you would like to request a reasonable accommodation. Please check the appropriate box indicating whether you do or don't want to make us aware of any reasonable accommodations you may need.

APPLICANT CHOICE TO PROVIDE SPECIAL NEEDS INFORMATION:

_____I CHOOSE TO COMPLETE THE FORM

_____I CHOOSE NOT TO COMPLETE THE FORM

_____ _____

Signature Date

Information relative to the housing requirements of applicant's or resident's family:

1. Do you, or does any family member have a condition that requires:
   _____A separate bedroom _____One-level apartment
   _____Unit for vision impaired _____Unit for hearing-impaired
   _____Disabled parking space _____Physical modifications to an apartment
   _____Other

2. If you checked any of the above-listed categories, please explain what you need to accommodate your situation:

_____
_____
_____
_____

3. What is the name of the family member who needs the features identified above?

_____

4. Do you or any family members need special features to go up and down the stairs other than traditional railings? _____yes _____no

If yes, please indicate how we may try to accommodate your family:

_____
_____

5. Will you or any of your family members require a live-in aide to assist you?
   _____yes _____no

6. Who should be contacted to verify your needs for the special features you have indicated above:

Doctor name:

_____

Social Service Agency:

_____

An applicant or resident family that has a member with a disability or impediment must still be able to meet essential obligations of tenancy. They must be able to pay rent, maintain their apartment in a safe and sanitary condition, report required information to the building manager, avoid disturbing their neighbors, etc. but there is no requirement that they be able to do these things without assistance.

NATIONAL APARTMENT ASSOCIATION

LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT

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. **Concession/Discount Agreement.** As consideration for your agreement to remain in your dwelling 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 Paragraph 6 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 Paragraph 6 of the Lease Contract includes a Monthly Discount of $ _____ per month off of the suggested rental rate for your dwelling.

   ☐ **Other Discount/Concession.** You will receive the following discount off the rent indicated in Paragraph 6 of the Lease Contract:
   _____
   _____
   _____
   _____
   _____

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 dwelling is the rent stated in the NAA Lease Contract. You acknowledge that the market rent is a fair representation of what the specific dwelling would actually rent for at the time the Lease Contract was negotiated and executed, and is reflective of the rent for a similar dwelling 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

_____

© 2013, National Apartment Association, Inc. - 1/2013, Illinois

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 January 1, 2018 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, 2018: 0.01%

2017: 0.01%	2010: 0.073%	2003: 0.52%
2016: 0.01%	2009: 0.12%	2002: 0.83%
2015: 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%

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 Planning and Development, City Hall, Room 1000.

Ordenanza de Residencias para Duenos e Inquilinos (Arrendatrios)

Tarifa de Interes en Depositos de Seguridad

Codigo Municipal, Capitulo 5-12-080, 5-12-081 y 5-12-170

- 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 Ia 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 Ia 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 Ia 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 2018 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, 2018: 0.01%

2017: 0.01%	2010: 0.073%	2003: 0.52%
2016: 0.01%	2009: 0.12%	2002: 0.83%
2015: 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 '97: 5%

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 DPD, 121 N. LaSalle St., Cuarto 1000.

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

_____

© 2018, National Apartment Association, Inc. - 01/2018, Illinois (Chicago)

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 _____

AGENT SIGNATURE _____

Date _____

Additional Special Provisions

NATIONAL APARTMENT ASSOCIATION

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)*: _____

Resident(s) *(All residents must sign)*	Date of Signing Addendum

Owner or Owner's Representative	Date of Signing Addendum

© 2013, National Apartment Association, Inc.

ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL

NATIONAL APARTMENT ASSOCIATION

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 document shall serve as an addendum ("the Addendum") to the Apartment 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. SHORT TERM SUBLEASE OR RENTING PROHIBITED. Without limiting the prohibition in the Lease on subletting and assignment 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 or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, 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 DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES. You agree not to list or advertise the dwelling 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 dwelling 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 dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law. Separately, your Lease Contract prohibits subletting or occupancy by others of the dwelling for any period of time without our prior written consent. Permitting your dwelling 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 dwelling 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

_____

© 2016, National Apartment Association, Inc. - 7/2016, Illinois

UTILITY ADDENDUM

NATIONAL APARTMENT ASSOCIATION

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. To the extent that the terms of this Utility Addendum conflict with those of the Lease, this Utility 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 dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ water 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 _____

b) **Sewer** service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ sewer 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 _____

c) **Gas** service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ gas 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 _____

d) **Trash** service to your dwelling will be paid by you either:
- ☐ directly to the service provider; or
- ☐ trash 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 _____

e) **Electric** service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ electric 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 _____

f) **Stormwater** service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ stormwater 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 _____

g) **Cable TV** service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ cable TV 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 flat rate is $_____ per month.
  - ☐ 3rd party billing company if applicable _____

h) **Master Antenna** service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ master antenna 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 _____

i) **Internet** service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ internet 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 _____

j) **Pest Control** service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ pest control 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 _____

k) (Other) _____ service to your dwelling 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 _____

l) (Other) _____ service to your dwelling 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 dwelling unit
"6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula

© 2016, National Apartment Association, Inc. - 4/2016, Illinois

"7" - Allocation based on square footage of your dwelling unit
"8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
"9" - Allocation based on the number of bedrooms in your dwelling unit
"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 dwelling. 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 dwelling 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 dwelling 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 dwelling 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 _____
Management _____ Date _____

© 2016, National Apartment Association, Inc. - 4/2016, Illinois