

**LEASE AGREEMENT**  
(LIHTC and ACC Units)

**1. PARTIES AND DWELLING UNIT:**

The parties to this Lease Agreement ("Lease Agreement") are **Taylor Street Library and Apartments** (referred to as the "Landlord"), and \_\_\_\_\_ (referred to, individually or together, as the "Tenant"). The Landlord leases to the Tenant unit number \_\_\_\_\_ located at **[TBD]** (the "Unit").

All notices and other communications required under this Lease Agreement shall be made to the Landlord, c/o Related Management Company, LP (the "Management Agent"), at the Management Office at **[TBD]** or to such other address as Landlord may provide in writing. All required notices to the Tenant shall be made in accordance with Paragraphs 17, 18(d) and 19(a), as applicable.

The members of the household listed below are the only persons permitted to reside in the Unit. Natural born and adopted children, court-awarded custody children, and children brought into the household under kinship care will be added to the Lease after receiving written notification of the request for approval from the Tenant. The Tenant shall notify the Landlord in writing within thirty (30) days of any of the above listed instances to request approval of the same. This provision is not intended to exclude the care of foster children or live-in care of the Tenant or Tenant's household member provided the accommodation of such person(s) conforms to the Landlord's occupancy standards and the Landlord has granted prior written approval for the foster child(ren) and/or live-in aide to reside in the unit.

Names	Relationship	Sex	Date of Birth	Social Security Number
	HOH			

Tenant shall notify the Landlord within ten (10) days, in writing, if there is any permanent change in family composition, including whenever any member of the household authorized to reside in the Unit is no longer residing in the Unit. Failure to so notify the Landlord within ten (10) days, in writing, may result in termination of tenancy and eviction from the Unit.

Any provisions of this Lease Agreement which are particular to Chicago Housing Authority ("CHA") public housing units ("ACC-Assisted Units") are set forth in Rider A attached hereto and made a part hereof ("Rider A"), which shall supersede (with respect to ACC-Assisted Units only) any provisions of the main text of this Lease Agreement that are inconsistent with Rider A.

**2. TERM:**

The initial term of this Lease Agreement shall begin on \_\_\_\_\_ and end on midnight of the later of \_\_\_\_\_ or one full year after the commencement date. After the initial term ends, the Lease Agreement will be automatically renewed on a month-to-month basis unless renewed for an additional annual term in a timely fashion or terminated as permitted by Paragraph 18 of this Lease Agreement. Provisions particular to public housing units are set forth in Rider A.

**3. RENT:**

- a. The Tenant agrees to pay \$ \_\_\_\_\_ for the partial month ending on \_\_\_\_\_. For the remainder of the initial term, Tenant agrees to pay a rent of \$ \_\_\_\_\_ per month. This amount is due on the 1<sup>st</sup> of the month, and is considered late after the 5th day of the month to the Landlord, in care of the Management Agent, or at such other mailing address as the Landlord may provide. Payments made as rent will be applied to any outstanding balance, which may include rent, utilities, maintenance, or any other balance owed.
- b. Tenant's rent may be lower than the market (unsubsidized) rent that would otherwise be due on the Unit. This lower rent is available because the property is operated pursuant to the rules and regulations of the Federal Low Income Housing Tax Credit Program ("LIHTC Program") in accordance with Section 42 of the Internal Revenue Code of 1986, as amended ("the Code"), and as enforced by the Illinois State agency responsible for monitoring such program (the "State Agency"). Notwithstanding any provisions of this Lease Agreement, Tenant agrees (in consideration of such lower rent) that the property shall be operated at all times in strict compliance with Section 42 of the Code, regulations thereunder, and any regulatory agreement, restrictive covenant, or other agreement with the State Agency (collectively, "Section 42 Requirements").
- c. Tenant's rent may also be reduced as a result of assistance provided through a local public housing agency. If the Tenant's rent is reduced or regulated as a result of one or more public programs, provisions which are required by those programs or by the agencies administering those programs are referred to in this Lease as "Public Requirements" and are applicable even if not specifically set forth. Provisions particular to assistance through a public housing agency are set forth in Rider A, Provisions Relating to ACC-Assisted Units. If there is any conflict between the terms of this Lease Agreement and Rider A with respect to ACC-Assisted Units only, then the terms of Rider A shall govern.

**4. CHANGES IN THE TENANT'S RENT:**

Unless stated otherwise in Rider A, as applicable, the Tenant agrees that the amount of rent the Tenant pays may be changed:

- a. At any time, to adjust for changes in the utility allowance as required by the LIHTC Program; or
- b. After the initial term of this Lease Agreement, no more frequently than annually, as the Management Agent may determine, but in no event to exceed the maximum rent permitted for the Unit under the rules applicable to the LIHTC Program, while such LIHTC Program applies. Upon the expiration of the period of compliance with requirements of the LIHTC Program, as

described in the Section 42 Requirements, and if Tenant is not receiving a Federal Section 8 subsidy, Landlord will not increase the rent to Tenant above the maximum rent permitted by the Section 42 Requirements during said period of compliance unless the Landlord shall first have complied with all applicable Section 42 Requirements and shall have provided Tenant with a written notice at least six months before such rent increase, in a form acceptable to the State Agency.

In either case described in subsections a and b above, the Management Agent will give the Tenant at least 30 days advance written notice of any change in the rent.

**5. CHARGES FOR LATE PAYMENTS, RETURNED CHECKS AND COURT AWARDS:**

If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 5th day of the month, the Landlord may collect a late fee of \$10.00 for the 1<sup>st</sup> \$500 and 5% on the balance over \$500 on the 6<sup>th</sup> day of the month. The Landlord may collect a fee of \$35 any time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant. The Landlord may be entitled to court costs and reasonable attorneys' fees for actions taken to pursue remedies under this lease or the City of Chicago Residential Landlord and Tenant Ordinance ("Landlord and Tenant Ordinance"), but only to the extent allowed in sections 5-12-180 and 5-12-140(f) of the Landlord and Tenant Ordinance. See Rider A, if applicable, for provisions relating to ACC-Assisted Units.

**6. CONDITION OF DWELLING UNIT:**

By signing this Lease Agreement, the Tenant acknowledges that Tenant has inspected the Unit and it is clean and in good condition. The Tenant agrees that all appliances and equipment in the Unit are in good working order, except as described on the pre-occupancy Unit Inspection Report, which is Attachment No. 2 to this Lease Agreement. The Tenant also agrees that the Landlord has made no promises to immediately decorate, alter, repair, or improve the Unit except as listed on the pre-occupancy Unit Inspection Report. This paragraph only pertains to the pre-occupancy Unit Inspection Report. All other repairs and Landlord obligations during tenancy are governed by paragraph 13 of this Lease Agreement.

**7. CHARGES FOR UTILITIES AND SERVICES:**

The following charts describe how the cost of utilities and services related to occupancy of the Unit will be paid. The Tenant agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.

**Heating Cost Disclosure**

The cost of heating is the responsibility of the X Tenant \_\_\_ Lessor. The average monthly cost of utility service projected by the utility providing the primary source of heat in accordance with the requirements of applicable ordinances is \$\_\_\_\_\_.

**Acknowledged** \_\_\_\_\_

**Owner/Agent Disclosure**

The Tenant must pay for the utilities checked in column (1). Payments should be made directly to the appropriate utility company. The Tenant shall ensure that utility services remain on in the Unit while Tenant retains occupancy. The items in column (2) are included in the Tenant's rent. Tenant shall take reasonable measures toward energy conservation in his/her use of utilities.

(1) Put "X" by any Utility Tenant Pays Directly	Utility or Service	Type	(2) Put an "X" by any Utility included in Tenant Rent
X		Gas	
X	Air Conditioning	Electric	
X	Lights & Electric	Electric	
X	Cooking	Gas	
	Water		X
	Sewer		X
X	Cable TV (discretionary)		
X	Alarm Monitoring (discretionary)		
X	Internet Service Provider  (discretionary)		

**8. SECURITY DEPOSITS:**

The Tenant has deposited \$ \_\_\_\_\_ [amount equal to one month's rent] with the Landlord. The Landlord will hold this security deposit in accordance with State and local laws and ordinances for the period the Tenant occupies the Unit. After the Tenant has moved from the Unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures, subject to State and local laws and ordinances:

- a. The Tenant will be eligible for refund of the security deposit and such refund shall be made in accordance with the terms of Section 5-12-080(d) of the Landlord and Tenant Ordinance and other applicable law.
- b. After the Tenant has moved from the Unit, the Landlord will inspect the Unit and complete another Unit Inspection Report. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.
- c. Within 45 days after the date that the Tenant vacates the Unit, the Landlord will refund to the Tenant the amount of the security deposit plus interest, less any amount needed to pay the cost of unpaid rent and damages, provided the Landlord delivers or mails to the last known address of the Tenant, within 30 days after the Tenant vacates the Unit, an itemized statement of the damages allegedly caused to the Unit and the estimated or actual cost for repairing or replacing each item on that statement. If estimated cost is given to the Tenant, then the Landlord also shall furnish the Tenant with copies of paid receipts or a certification of actual costs of repairs of damage. Such deductions may include the following, in accordance with the Landlord and Tenant Ordinance:
  - (1) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report prepared prior to initial occupancy;
  - (2) charges for late payment of rent and returned checks, as described in Paragraph 5 hereof;
  - (3) reasonable charges for the replacement of unreturned and/or lost keys and to change any locks as a result of unreturned and/or lost keys, as described in Paragraph 9 hereof;
  - (4) charges for costs and/or reasonable attorneys' fees which a court has awarded in favor of the Landlord in connection with a legal proceeding in which the Tenant does not prevail; and
  - (5) any other charges properly owing from Tenant to Landlord.
- d. The Landlord agrees to refund the amount computed in paragraph 8(c) within 45 days after the Tenant has permanently moved out of the Unit and returned possession of the Unit to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.
- e. If the Unit is rented by more than one person named in this Lease Agreement, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in paragraph 1 of this Lease Agreement.
- f. The Tenant understands that the Landlord will not apply the Security Deposit to any amounts due to Landlord from Tenant in advance of the Tenant's moving out of the Unit.

9. **KEYS AND LOCKS:**

- a. The Tenant agrees not to install additional or different locks or gates on any doors or windows of the Unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Lease Agreement ends, the Tenant agrees to return all keys to the dwelling Unit to the Landlord. The Landlord may charge the Tenant for each key not returned at termination of this Lease Agreement, and for the replacement of lost keys while the Tenant occupies the Unit, in accordance with a Schedule of Charges posted in the Management Office.
- b. Tenants and members of Tenants' household acknowledge that neither Landlord nor Management Agent has made any representations, written or oral, concerning the safety of the Tenants and other members of Tenants' household or their guests or invitees, the safety of the surrounding neighborhood, or the effectiveness or operability of any security devices or security measures. Nor has the Landlord or Management Agent undertaken to provide any type of security to the Tenants or members of Tenants' household, or to their guests or visitors, other than those security devices required by the terms of the Chicago Municipal Code.
- c. Tenants and other members of Tenants' household acknowledge that neither Landlord nor Management Agent warrants or guarantees the safety or security of Tenants, members of Tenants' household, or their guests or visitors, against the criminal or wrongful acts of third parties. Each Tenant, member of Tenants' household, guest or visitor is responsible for protecting his or her own person and property.
- d. Tenants or members of Tenants' household acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Tenants and members of Tenants' household acknowledge that they should not rely on such devices or measures and should protect themselves and their property as if these measures or devices did not exist.

10. **DEFECTS & HAZARDS TO LIFE, HEALTH OR SAFETY:**

- a. The Tenant shall immediately report damages, defects, and hazardous conditions in the Unit to the Landlord.
- b. The Landlord shall be responsible for repair of the Unit within a reasonable time; provided, that if the damage was caused by the Tenant, Tenant's household or guests, the cost of the repairs shall be charged to the Tenant.
- c. The Landlord shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.
- d. Wherever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, or any failure or refusal to fulfill the Tenant's Obligations set forth in Paragraph 14 of this Lease Agreement, the Tenant agrees to pay the cost of all repairs, at the rates contained in a Schedule of Charges which is posted in the Management Office and incorporated herein by reference, which Schedule of Charges may be changed from time to time.

11. **RESTRICTION AND ALTERATIONS:**

The Tenant agrees not to do any of the following without first obtaining the Landlord's written permission:

- a. change or remove any part of the appliances, fixtures or equipment in the Unit;
- b. paint or install wallpaper or contact paper in the Unit;
- c. attach awnings or window guards in the Unit;
- d. attach or place any fixtures, signs, or fences on the building, the common areas, or the project grounds;
- e. attach any shelves, screen doors, or other permanent improvements in the Unit;
- f. install washers, dryers, dishwashers, fans, heaters, or air conditioners inside or outside the Unit or balcony; or
- g. place any aerials, antennas, or other electrical connections on the Unit.

12. **OCCUPANCY:**

The Tenant shall have the right to exclusive use and occupancy of the leased premises. "Guest" means any person not listed on this Lease Agreement as a member of Tenant's household who temporarily visits the Unit or premises with the consent of a household member. If any single Guest visit will extend beyond 5 days or any multiple Guest visit will extend beyond 48 hours, the Tenant must notify the Landlord in writing, stating the reasons for the extended visit, which must first be authorized in writing by the Landlord. The Landlord will not unreasonably deny approval of an extension of a visit.

13. **OBLIGATIONS OF LANDLORD:**

Landlord shall be obligated, other than for circumstances beyond its control (to the extent permitted by applicable law), as follows:

- a. To maintain the premises and the project in decent, safe and sanitary condition.
- b. To comply with requirements of applicable building codes, housing codes, regulations of the U.S. Department of Housing and Urban Development ("HUD") regulations, and state local laws and ordinances materially affecting health and safety.
- c. To make necessary repairs to the premises.
- d. To keep project buildings, facilities and common areas not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.
- e. To maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators and smoke detectors, supplied or required to be supplied by the Landlord.
- f. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant household) for the deposit by Tenant of garbage, rubbish and other waste.
- g. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year except where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- h. To provide extermination services as necessary.
- i. To maintain grounds, shrubbery, sidewalks, parking areas, laundry areas and other common exterior areas in the community in a clean, orderly and safe condition.
- j. To maintain exterior lighting in good working order.
- k. To make necessary repairs with reasonable promptness.

14. **OBLIGATIONS OF THE TENANT:**

Tenant shall be obligated as follows, and shall ensure that Tenant's household members, visitors and guests obey the following:

- a. Not to assign the Lease Agreement or to sublease or transfer possession of the Unit.
- b. Not to provide accommodations for boarders or lodgers.
- c. To use the Unit solely as a private dwelling for Tenant and Tenant's household as identified in the Lease Agreement, and not to use or permit its use for any other purposes. With the written consent of the Landlord, obtained in advance, members of the household may engage in legal business and other activities in the dwelling Unit, where the Landlord determines that such activities are incidental to primary use of the leased Unit as a residence by members of the household.
- d. To abide by the House Rules attached hereto as Attachment No. 3 ("House Rules") and other regulations, including the policy related to pets set forth in the House Rules, issued by the Landlord for the benefit and well-being of the development and the tenants. Said regulations shall be posted by Landlord in the Management Office and are incorporated by reference in this Lease Agreement, and shall apply to all residents of development of which the Unit is a part.
- e. To comply with all obligations imposed upon tenants by applicable provisions of state law and of building and housing codes materially affecting health and safety.
- f. To keep the Unit, adjacent grounds and other such areas as may be assigned to Tenant's exclusive use in a clean, orderly and safe condition (but not to make repairs, alterations or redecoration without the Landlord's written consent.)

- g. To provide reasonable care (including changing batteries) of smoke detectors to assure they are in working order; provided that Tenants who are unable to perform such tasks due to age and/or disability shall not be required to do so.
- h. To dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner.
- i. To use only as intended all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other devices and appurtenances including elevators.
- j. To refrain from destroying, defacing, damaging or removing any part of the premises or project.
- k. To conduct himself/herself and cause all other guests or invitees to conduct themselves in a manner which is legal, orderly and which will not disturb his neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition.
- l. To provide that the Tenant or any member of the Tenant's household, or any guest or other person under Tenant's control, shall not engage in criminal activity, including, but not limited to, drug-related criminal activity, on or off the premises ("drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of, a controlled substance) and shall not display, use, or possess firearms (operable or inoperable) or other weapons as defined by the laws of the State, in the Unit or on the premises, except when authorized to do so by the State, as a condition of lawful employment. Notwithstanding the foregoing, the Landlord may alter these requirements related to firearms in its sole discretion.
- m. To keep no dogs, cats or other animals or pets in or on the premises except with the written consent of Landlord, which will be given in accordance with Landlord's policy related to pets set forth in the House Rules referenced above and state and federal law, and to comply with all of Landlord's rules concerning the keeping of any approved pet.
- n. To pay Landlord's established charges, which shall be reasonable charges, for the repair of damages to the premises, project buildings, facilities or common areas (other than for normal wear and tear) that are caused by Tenant, Tenant's household or guests, or by Tenant's failure to report needed repairs to Tenant's Unit.
- o. To permit the Landlord, pursuant to the provisions of Paragraph 17, to enter the premises for the purpose of performing periodic inventories and inspections, routine maintenance, making improvements or repairs, or showing the premises for re-leasing.
- p. To promptly report to the Landlord any needed repairs to the leased Unit and the premises and any unsafe conditions in the common areas and grounds which may lead to damage or injury.
- q. To refrain from placing fixtures, signs or fences in or about the premises without prior revocable permission of the Landlord in writing.
- r. To notify the Landlord of any temporary absence from the Unit which exceeds 14 consecutive days.
- s. To leave the Unit, upon vacating the premises, in a clean and safe condition (normal wear and tear excepted) and to return the keys to the Landlord. Any property left by the Tenant in or about the premises after he/she vacates will be considered as abandoned and may be disposed of as allowed by sections 5-12-130 (e) and (f) of the Landlord and Tenant Ordinance and in compliance with State law.
- t. To use any garage solely for automobile storage and other private residential purposes, and to keep the garage in a clean, orderly and safe condition. No automobile repair is permitted on the premises of which the Unit is a part. Landlord assumes no responsibility for damage to or theft of any automobile stored or located by Tenant on the premises.
- u. To comply on a continuing basis, as determined in Landlord's discretion, with the Screening Criteria ("Screening Criteria") defined and set forth in the Tenant Selection Plan for Roosevelt Square Library Rental Housing ("TSP"), a copy of which TSP shall be made available to Tenant upon request.

15. **RULES:**

The Tenant agrees to obey the House Rules, which are provided as an Attachment to this Lease Agreement. The Tenant agrees to obey additional rules established after the effective date of this Lease Agreement. Such rules will be reasonably related to the safety, care, and cleanliness of the building and safety, comfort and convenience of the tenants, and the Tenant will receive written notice of the proposed rule at least 30 days before the rule is enforced.

16. **CERTIFICATION AND RECERTIFICATION OF INCOME AND FAMILY COMPOSITION:**

The following shall apply if Tenant's Unit is subject to and qualified under the LIHTC Program.

- a. Tenant acknowledges that Tenant's eligibility for the Unit and/or the rent charged has been determined based on Tenant's application, including Tenant's representations about family income and composition. If Tenant has falsely certified to Tenant's income and family composition, such false certification will be deemed a material violation of this Lease Agreement and is grounds for termination of this Lease Agreement and eviction of the Tenant.
- b. At least once each year, Landlord will determine whether the Tenant is eligible for continued occupancy under the LIHTC Program rent limitations in accordance with policies which are consistent with the Public Requirements and which are available at the Management Office.
- c. Regularly Scheduled Recertifications: Each year, approximately 120 days before the anniversary date of this Lease Agreement, the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by the Public Requirements for the purpose of determining the Tenant's rent and eligibility. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The

Landlord will verify the information supplied by the Tenant through third-party written verification and use the verified information to re-compute the amount of the Tenant's rent.

- d. Failure by a Tenant to truthfully supply the recertification information as and when required by this Lease Agreement or as requested by Landlord, or to appear for a scheduled rent and income review, will be considered a material violation of the Lease Agreement and the Lease will be subject to termination and the Tenant may be evicted.
- e. Tenant will advise the Landlord within ten days if Tenant or any household member becomes a full-time student. The LIHTC Program provides for specific qualification restrictions with respect to occupancy by full-time students, a copy of which restrictions will at all reasonable times be made available in the Management Office. Tenant acknowledges that qualification to remain as a Tenant is at all times dependent upon the household meeting all student status requirements. Should Tenant fail to meet all student status requirements, Tenant agrees to vacate the Unit and premises and otherwise may be subject to eviction.

17. **ACCESS BY LANDLORD:**

Tenant agrees that, upon reasonable notification (not less than 48 hours except in case of an emergency), (a) the duly authorized agent, employee, or representative of Landlord will be permitted to enter Tenant's Unit during reasonable daytime hours (except in case of an emergency) for the purpose of performing routine inspections and maintenance, including extermination, for making improvements or repairs, or to show the premises for re-leasing; and (b) any representative of the State or City Agency may inspect the Unit for the purpose of fulfilling its responsibilities under the Code and the requirements of any local, State, or Federal housing program. A written statement specifying the purpose of the Landlord entry delivered to the premises at least 48 hours before such entry shall be considered reasonable advance notification. However, Landlord shall have the right to enter Tenant's Unit without prior notice to Tenant, if Landlord reasonably believes that an emergency exists which requires such entrance or if Tenant waives the 48-hour notice for a particular service that Tenant requests. In the event that Tenant and all adult members of his/her household are absent from the premises at the time of entry, Landlord shall leave on the premises a written statement of the date, time and purpose of entry prior to leaving the Unit. Landlord shall not enter Tenant's Unit if no adult member of Tenant's household is present and a member of Tenant's household younger than 18 years of age is present.

After the Tenant has given a notice of intent to terminate this Lease Agreement and relinquish possession of the Unit, the Tenant agrees to permit the Landlord to show the Unit to prospective tenants during reasonable hours on or after the date 60 days prior to the expiration of this Lease, provided the Landlord gives the Tenant not less than 48 hours' notice. If the Tenant relinquishes possession of the Unit before this Lease Agreement ends, the Landlord may enter the Unit to decorate, remodel, alter or otherwise prepare the Unit for re-occupancy.

18. **TERMINATION OF TENANCY:**

- a. To terminate this Lease Agreement, the Tenant must give the Landlord at least 30 days written notice prior to the end of the term. The Tenant shall be liable for rent up to the end of the term or to the date the Unit is re-rented, whichever date comes first, as required by law.
- b. Any termination of this Lease Agreement by the Landlord must be carried out in accordance with Federal, State and local law, and the terms of this Lease Agreement. The Landlord may terminate this Lease Agreement only for:
  - (1) the Tenant's serious or repeated violations of the material terms of this Lease Agreement; or
  - (2) the Tenant's material failure to carry out obligations under any Landlord and Tenant Act/Ordinance of the State or local municipality.
- c. The following lease terms shall be considered material but are not an exclusive listing:
  - (1) Obligations of the Tenant identified in Paragraph 14 of this Lease Agreement.
  - (2) Nonpayment of rent or other charges due under the Lease Agreement.
  - (3) Two or more late payments of rent.
  - (4) Serious or repeated interference with the rights of other Tenants.
  - (5) Serious or repeated damage to the premises.
  - (6) Alteration, repair, sale, destruction or other disposition of the leased premises or any part thereof.
  - (7) Failure to report a change of income, employment, or identity of household members, or failure to provide any other information required by this Lease Agreement at the time required under this Lease Agreement.
  - (8) Misrepresentation of any material fact, including family income or composition, in the application for housing, or in any statements submitted to the Landlord.
  - (9) Keeping an animal or other pet in or on the premises in violation of Paragraph 14(m).
  - (10) Such change in household size or composition as to render inappropriate the Tenant's continued occupancy of the Unit, subject to any applicable legal requirements as to the public housing units.
  - (11) Serious or repeated violation of any of the rules or regulations applicable to the Tenant's dwelling Unit or the premises as posted and in effect from time to time.
  - (12) Any criminal activity engaged in by Tenant, a household member, or a guest or other person under Tenant's control, that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants or the Landlord's employees, including any drug-related criminal activity on or near the premises.

- d. The Landlord shall give notice of termination of this Lease Agreement by delivering a written or printed, or partly written and printed, copy thereof to the Tenant, or by leaving the same with a person aged 13 years or older residing on or in possession of the Unit, or by sending a copy of the notice to the Tenant by certified or registered mail, with a returned receipt or, if no one is in actual possession of the Unit, then by posting the notice on the Unit.
- e. The notice of Lease Agreement termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish or to discuss the proposed termination with the Landlord.

19. **NOTICE:**

- a. Except as provided in Paragraph 17 and Paragraph 18(d) above, notice to the Tenant shall be in writing and delivered to the Tenant or to an adult member of the tenant's household residing in the dwelling or sent by prepaid first-class mail, properly addressed to the Tenant. If the tenant is visually impaired, all notices must be in an accessible format.
- b. Notice to the Landlord shall be in writing, delivered to the Landlord's office or sent by prepaid first-class mail, properly addressed to the Landlord's office.
- c. Notices sent by regular first class mail shall be deemed delivered on the second business day after depositing the same for mailing with the U.S. Postal Service, postage prepaid.

20. **REMOVAL OF TENANT'S PERSONAL PROPERTY ON TERMINATION:**

Tenant agrees to remove all furniture and other personal property from the premises immediately upon the termination of this Lease Agreement. Any property left on the premises after Tenant relinquishes possession of the Unit will be deemed abandoned and will be disposed of by Landlord as allowed by Section 5-12-130 of the Landlord and Tenant Ordinance and State law.

21. **ABANDONMENT OF PROPERTY:**

If Tenant is absent from the Unit, and all persons entitled under this Lease Agreement to occupy the Unit have been absent from the Unit for a period of thirty-two (32) days without written notice to the Landlord that any such person intends to occupy the Unit, and rent for such period is unpaid, then Landlord has the right to consider that the Tenant and others entitled to occupy the Unit have abandoned the Unit. In such event, any of Tenant's remaining personal property shall be considered abandoned and disposed of by Landlord as allowed by Section 5-12-130 of the Landlord and Tenant Ordinance and State law.

22. **CUMULATIVE RIGHTS:**

Each and every one of the rights and remedies of Landlord and Tenant are cumulative and the exercise of any right or remedy does not waive its other rights under the Lease Agreement or the law. The failure to exercise any right or remedy under the Lease Agreement or law shall not be a waiver thereof, but may be exercised later.

23. **CHANGES TO DWELLING LEASE AGREEMENT:**

- a. Schedules of Special Charges, House Rules, and other policies and addenda which are incorporated in the Lease Agreement by reference will be publicly posted in a conspicuous manner in the Management Office and shall be furnished to Tenant upon request. Landlord may amend such schedules, rules, policies, etc. at any time, provided that Landlord shall give at least a 30-day written notice to each affected tenant setting forth the proposed policy or addendums and the reasons therefore, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by Landlord prior to the adoption of the proposed policy or addendum. A copy of such notice shall be: (i) delivered directly or mailed to each tenant; or (ii) posted in at least three conspicuous places within the building in which the affected dwelling units are located, as well as in a conspicuous place in the Management Office, if any, or if none, in a similar business location within such building.
- b. This Lease Agreement evidences the entire agreement between Landlord and Tenant. No modifications shall be made during the term of this Lease Agreement except in writing and signed by both parties to the Lease Agreement. This Lease Agreement, as it applies to the ACC-Assisted Units, shall not be amended or modified in any way without the prior written consent of the CHA.
- c. The Landlord may amend the form or content of this Lease Agreement in order to reflect changes in the Public Requirements or otherwise. Any lease modification shall be in compliance with HUD regulations 24 CFR sections 966.3 and 966.4. Upon a request from the Tenant, the Landlord will assist Tenant in obtaining copies of such regulations.

24. **ACCOMMODATION OF PERSONS WITH DISABILITIES:**

A person with disabilities shall for all purposes under this Lease Agreement be provided reasonable accommodation to the extent necessary to provide the person with an opportunity to use and occupy the Unit in a manner equal to that of a person without disabilities. This paragraph shall constitute notice, as required by 24 CFR sec. 966.7(b), that the Tenant may at any time during the term hereof or at any renewal request reasonable accommodation of a disability of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

25. **CONTENTS OF THIS AGREEMENT:**

This Lease Agreement and its attachments make up the entire Lease Agreement between the Tenant and the Landlord regarding the Unit. If any Court of competent jurisdiction declares a particular provision of this Lease Agreement to be invalid or illegal, all other terms of this Lease Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them. This Lease Agreement shall be deemed to include all provisions of federal or state law which are required to be included herein and which provide the Tenant with rights or with notice thereof, provided that Landlord in fact provides to Tenant, in a separate notice or document,

the notice or rights that are required to be provided. With respect to ACC-Assisted Units, if any conflict exists between this Agreement and Rider A, then the provisions of Rider A shall control.

26. **ATTACHMENTS TO THE AGREEMENT:**

The Tenant certifies that he/she has received a copy of this Lease Agreement and the following attachments to this Lease Agreement and understands that these Attachments are part of this Lease Agreement.

- a. Attachment No. 1 - Form HUD-50058, Certification and Recertification of Resident Eligibility and/or Tenant Income Certification, if applicable
- b. Attachment No. 2 - Initial Unit Inspection Report
- c. Attachment No. 3 - House Rules
- d. Attachment No. 4 - Chicago Landlord And Tenant Ordinance Summary
- e. Attachment No. 5 – Pet Policy, if applicable
- f. Attachment No. 6 - Satellite Dish Addendum
- g. Attachment No. 8 - Vacating Procedures for Non-ACC units only
- h. Attachment No. 9 – Mold & Mildew Addendum
- i. Attachment No. 10 – Request for Reasonable Accommodation
- j. Attachment No. 11 – Smoke Free Addendum

SIGNED:

TENANT:

LANDLORD:

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



The Rider A ("Rider") is attached to and made a part of the Lease Agreement by and between **Roosevelt Square Library Rental Housing** ("Landlord") and \_\_\_\_\_ ("Tenant") dated \_\_\_\_\_ (Lease Agreement"). This Rider shall be applicable to all ACC-Assisted Units in the housing community known as Roosevelt Square. If there is any conflict between this Rider and the Lease Agreement, with respect to ACC-Assisted Units only, then the terms of this Rider shall govern. In addition, any capitalized term in this Rider not otherwise defined herein, but defined in the Lease Agreement, shall have the meaning given to such term in the Lease Agreement.

1. **LEASE TERM AND RENEWALS.** The Lease Agreement shall be automatically renewed for successive terms of one year, unless:
  - a. Tenant has given Landlord 30 day's written notice that Tenant does not wish to renew the Lease and vacates the Unit before the end of the term;
  - b. Tenant or a member of Tenant's household has failed to comply with the requirements for continuing occupancy set forth in Section 14(u) of the Lease and Section 13 of this Rider; or
  - c. Tenant or another household member has seriously or repeatedly violated any material term of this Lease Agreement or this Rider and Landlord has terminated the Lease Agreement in accordance with its terms.
2. **CHARGES.** Any charges referred to in the Lease Agreement, including the charges referred to in paragraphs 5 and 9 of the Lease Agreement, are not rent and are not due and collectible until fourteen days after the Landlord gives the Tenant written notice of the charges.
3. **ADVERSE ACTIONS; GRIEVANCE PROCEDURE:**
  - a. Landlord will notify the tenant of the specific grounds for any proposed adverse action by the Landlord.
  - b. All disputes concerning the obligations of the Tenant or the Landlord under this Lease Agreement other than those involving (i) criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other tenants or the Landlord's employees, or (ii) any violent or drug-related criminal activities on or off the premises, or (iii) any activity that resulted in a felony conviction, shall be processed and resolved pursuant to the CHA Grievance Procedure which is in effect at the time such grievance or appeal arises, and which procedure is posted in the Management Office and incorporated herein by reference. Any such procedure shall comply with Federal laws and regulations.
  - c. Before beginning the Grievance Procedure for any grievance involving the amount of rent due, the Tenant must pay the amount of rent due to a rent escrow account ("Rent Escrow Account"). The Tenant must continue to pay the amount of monthly rent due to the Rent Escrow Account until the Tenant's complaint is resolved. Management will waive the requirement for an escrow deposit where necessary because of a financial hardship exemption or the effect of welfare benefits reduction, in Landlord's reasonable discretion. Unless the Landlord waives the escrow requirement because of the Tenant's financial hardship, the Tenant's failure to make a payment to the Rent Escrow Account will terminate the Grievance Procedure.
4. **REPAIRS**
  - a. In the event repairs are not made in accordance with paragraph 10(b) of the Lease Agreement or alternate accommodations are not provided in accordance with paragraph 10(c) of the Lease Agreement, rent shall be abated in proportion to the seriousness of the damage and loss suffered by the Tenant, provided, however, that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant or the Tenant's household or guests, all in accordance with the Landlord and Tenant Ordinance.
  - b. In the event the Tenant claims a rent adjustment under the provisions of this section, he/she shall pay the entire amount of rent due for the period for which a rent adjustment is claimed to the Landlord to be held in escrow pending a decision in accordance with the Grievance Procedure.
5. **TRANSFERS**

If the Landlord determines in accordance with Public Requirements that the size of the dwelling Unit is no longer appropriate to the Tenant's needs, and a unit of the appropriate size is available, the Tenant shall be offered said unit and shall move within 30 days unless otherwise authorized by the Landlord. If the Tenant fails to accept the proffered unit, the Landlord may terminate this Lease Agreement. If a Tenant requests a transfer to a different dwelling Unit and Landlord is unable to accommodate said request on the Property, then Landlord shall refer such a request to the CHA. The Tenant shall not be required to move in cases of verified hardship due to employment or health reasons.
6. **REDETERMINATION OF ELIGIBILITY, RENT AND DWELLING:**

At least once each year, and at other times as described below, Landlord will determine whether Tenant's rental rate should be changed, whether the dwelling unit size is still appropriate for the size and/or composition of the Tenant's household, and whether the Tenant is eligible for continued occupancy, all in accordance with policies which are consistent with the Public Requirements and which are available at the Management Office. The policies are as follows:

  - a. **Regularly Scheduled Recertifications:** In accordance with the LIHTC Program, the Landlord will require the Tenant to report, on an annual basis, approximately one hundred and twenty (120) days before the anniversary date of this Lease Agreement, the income and composition of the Tenant's household and to supply any other information required by the LIHTC Program for the purpose of determining programmatic eligibility. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The Landlord will verify the information supplied by the Tenant through third-party written verification and use the verified information to re-compute, if necessary, the amount of the Tenant's rent. For ACC-Assisted Units, Landlord will also request the information as set forth in this paragraph as required by the Public Requirements for the purpose of determining the Tenant's rent and eligibility and such frequency and methodology for such redeterminations shall be consistent with the CHA ACOP.
  - b. **Reporting Changes Between Regularly Scheduled Recertifications:**

- (1) If any of the following changes occur, the Tenant agrees to advise the Landlord within ten days of its occurrence:
  - (a) Any household member moves out of the Unit. New household members (lease additions), except for adoptions or births from the leaseholder or household members listed on the Lease, must receive prior written approval of the Landlord.
  - (b) Any adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
  - (c) The household's income increases by more than \$200 per month.
- (2) The Tenant may at any time report any decrease in income or any change in other factors considered in calculating the Tenant's rent, and in such case the Landlord will process an interim adjustment to the Tenant's rent, as appropriate.

c. Failure by a Tenant (i) to truthfully supply the recertification information as and when required by this Lease Agreement or as requested by Landlord, (ii) to report any increases in household income during a scheduled rent and income review, or (iii) to appear for a scheduled rent and income review, will be considered a material violation of the Lease Agreement, may lead to eviction, and will result in any rent increase being effective retroactive to the time the increase would have been made without the provisions of the 30-day notice as otherwise required. The Tenant agrees to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged.

d. The Tenant may request to meet with the Landlord to discuss any change in rent or assistance payment resulting from the recertification processing. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and discuss how the Tenant's rent was computed.

e. In the event of any rent adjustment pursuant to the provisions above, the Landlord will mail or deliver a "Notice of Rent" to the Tenant in accordance with Section 19 of the Lease Agreement. In case of a rent decrease, the adjustment will become effective the first day of the month following the change in circumstances, provided that the Tenant has timely reported such change. In the case of a rent increase, the adjustment will become effective the first day of the next month at least 60 days after delivery of notice to Tenant concerning the change (unless the rent increase is the result of a change in household composition or income which is not reported within 10 days or results from finding of a misrepresentation as provided above).

7. **FLAT RENT.** Instead of an income-based rent, Tenant may choose for each year to pay a "Flat Rent" which is equal to the maximum rent for Tenant's unit under the Federal Low Income Housing Tax Credit Program, in accordance with Section 42 of the Internal Revenue Code of 1986, as amended. Upon Tenant's request, Landlord will provide sufficient information for an informed choice by Tenant. Tenant may switch from a flat rent to an income-based rent during a lease year only in the event of financial hardship, as determined in accordance with CHA's Admissions and Continued Occupancy Policy.

## 8. LEASE TERMINATION

a. The Landlord shall give written notice of termination of the Lease Agreement as follows:

- (1) 14 calendar days in the case of failure to pay rent.
- (2) A reasonable time commensurate with the exigencies of the situation (but not to exceed 30 calendar days) in the case of creation or maintenance of a threat to the health or safety of other tenants, the Landlord's employees, or persons residing in the immediate vicinity of the premises, or in the case of any drug-related or violent criminal activity or any felony conviction.
- (3) 30 calendar days in all other cases, or such shorter period of time as may be provided by any State or local law.

b. The notice of Lease Agreement termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish or to discuss the proposed termination with the Landlord. The notice shall also inform the Tenant of the right to examine Landlord's documents directly relevant to the termination or eviction. When the Landlord is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the Landlord's Grievance Procedure.

c. A notice to vacate, which is required by State or local law, may be combined with or run concurrently with a notice of Lease Agreement termination.

d. When the Landlord is required to afford the Tenant the opportunity for hearing under the Landlord's Grievance Procedure for a grievance concerning the Lease Agreement termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

e. When the Landlord is not required to afford the Tenant the opportunity for a hearing under the administrative Grievance Procedure for a grievance concerning the Lease Agreement termination, and the Landlord has decided to exclude such grievance from the Grievance Procedure, the notice of Lease Agreement termination shall:

- (1) State that the Tenant is not entitled to a grievance hearing on the termination.
- (2) Specify the judicial eviction procedure to be used by the Landlord for eviction procedure, and state that HUD has determined that this procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.
- (3) State whether the eviction is for a criminal activity or for drug-related criminal activity as described in HUD regulations.

(4) In deciding to evict for criminal activity, the Landlord shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the proscribed activity. In appropriate cases, the Landlord may impose a condition that family members who engaged in the proscribed activity will not reside in the Unit.

f. The Landlord shall provide the Tenant a reasonable opportunity to examine, at the Tenant's request and in accordance with the Landlord's Grievance Procedure, any documents, records and regulations which are in the possession of Landlord, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such documents, records and regulations at the Tenant's expense. A notice of Lease Agreement termination shall inform the Tenant of the Tenant's right to examine Landlord's documents, records and regulations concerning such termination of tenancy or eviction.

## 9. CRIMINAL

a. It is an express condition of this Lease Agreement that the Tenant, household members and guests will refrain from criminal activity as defined below, including illegal drug use. Failure to meet this obligation is a material violation of this Lease Agreement and cause for termination of tenancy where permitted by local law. A criminal conviction is not required for the Landlord to proceed with a civil case for eviction. Notices of termination of tenancy delivered pursuant to this Section 9(a) shall include a statement that the Tenant shall have the right to present any defenses or mitigating circumstances in eviction court. In appropriate cases, the Landlord may, in Landlord's sole discretion, decide to impose a condition that the particular family member(s) or guest(s) who engaged in criminal activity or drug-related criminal activity shall neither reside in Tenant's Unit nor visit the premises in which the Unit is located as a condition of continued occupancy, instead of terminating the Lease Agreement and evicting the entire household. In so doing, however, there shall be no waiver of the terms and conditions of this Lease Agreement, or of Landlord's right to enforce the terms and conditions of the Lease Agreement.

b. The following activities are covered by this section:

(1) criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, employees of the Management Agent, or persons residing in the immediate vicinity of the premises, or (a) any felony conviction or drug-related criminal activity engaged in by a Tenant or any member of the Tenant's household, or (b) any drug-related criminal activity in, on or near the premises by any guest or other person under the Tenant's control. (Drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of, a controlled substance);

(2) any occupancy in violation of section 576(b) of the Quality Housing and Work Responsibility Act of 1998 (relating to the ineligibility for admission of illegal drug users and alcohol abusers), or the furnishing of any false or misleading information pursuant to section 577 of said Act;

(3) any illegal use of a controlled substance by a Tenant or household member;

(4) any abuse (or pattern of abuse) of alcohol, by a Tenant or household member, where such use of abuse interferes with the health, safety or right to peaceful enjoyment of the premises by other residents;

(5) if a Tenant or household member is fleeing to avoid prosecution, or custody or confinement after eviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under laws of the place from which the individual flees;

(6) if a Tenant or household member is violating a condition of probation or parole imposed under Federal or State law;

(7) if a Tenant or household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing; or

(8) if a Tenant, household member or visitor is engaging in any other criminal conduct specified by federal statute as being grounds for eviction.

c. It is the ordinary policy of the Management Agent, consistent with the policy of HUD and the CHA, but subject always to any restrictions on this policy imposed by state law, to evict any Tenant and his/her household for any violation covered by this section, regardless of whether every household member took part in or was aware of the activity and regardless of any other circumstance which might be deemed extenuating. The protection of the entire community is of paramount importance. Notwithstanding, if in the exercise of extraordinary discretion the Landlord shall agree to some lesser remedy such as partial eviction (less than all household members), there shall be no waiver of the terms and conditions of this Lease Agreement or of the Landlord's right to enforce such terms on a different occasion.

## 10. PRESERVATION OR TRANSFORMATION OF PUBLIC HOUSING:

a. The Landlord's operation of all ACC-Assisted Units, including the Unit if applicable, is supported in part by operating subsidies which the CHA received from HUD and is contractually obligated to pay to Landlord. Rent paid by Tenant under the Lease Agreement may be less than the cost of operation of the Unit. If, as a result of a reduction in Congressional appropriations or any other change in applicable law, the CHA is unable to meet its contractual obligation to pay Landlord operating subsidies with respect to all ACC-Assisted Units, then any actions of the Landlord will be subject to Section 35 of the United States Housing Act of 1937 (the "Act") and all implementing regulations, and to any agreements pursuant thereto affecting the Landlord's right to deviate, under certain conditions, from the otherwise applicable restrictions under the Act regarding rents, income eligibility, and other areas of public housing management.

b. In the event of a shortfall in operating subsidies to the Landlord as described in subsection (a) above, continuing residency and lease terms for tenants under the Lease Agreement for ACC-Assisted Units may be changed. In such event, the Landlord and the CHA will be permitted to implement a plan approved by HUD to assure that the viability of the Roosevelt Square project as a mixed income rental community can be maintained on a sound financial footing without unnecessary hardship to residents of ACC-Assisted Units, excessive claims on scarce resources, or a marked deterioration in the physical condition of the Roosevelt Square project, such as the following: (i) an increase in Tenant income-based rent above the amounts otherwise permitted by HUD regulations; (ii) an increase in Tenant flat rent otherwise established by the Landlord; (iii) provision to the Tenant by the CHA of substitute housing, including Section 8 rental assistance or public housing in a location other than the Roosevelt Square project; and (iv) termination of Tenant's Lease Agreement. All such actions shall be taken subject to due notice to Tenant as required by the Act and applicable State and local law.

c. All actions taken by the Landlord pursuant to this Section 10 are subject to the Act, any regulations that implement the Act, and the terms of any Preservation and Transformation Plan entered into by the Landlord and the CHA pursuant thereto. The Landlord shall give Tenant no less than 30 days notice of any action that the Landlord shall take affecting Tenant's continuing residency the terms of this Lease Agreement pursuant to this Section 10. So long as Tenant is in compliance with all payment requirements of this Lease Agreement, Landlord shall not refer Tenant to a credit agency as a result of a Tenant default resulting solely from a shortfall in operating subsidy paid to the Landlord for ACC-Assisted Units.

11. [INTENTIONALLY DELETED]

12. [INTENTIONALLY DELETED]

13. **COMPLIANCE WITH PROJECT SCREENING CRITERIA (Other than applicants from the HOP-list, all other applicants should be meeting the screening criterial.)**

a. When the Tenant was accepted for occupancy of a Unit, the Management Agent reviewed the Tenant's application file for compliance with certain criteria (collectively, the "Screening Criteria") set forth and defined in the Landlord's Tenant Selection Plan ("TSP"). The Tenant demonstrated compliance with the Screening Criteria.

b. Continued Compliance with Screening Criteria.

1. Tenant shall continue to comply with the Screening Criteria defined and set forth in Sections IX.B, IX.C.4, IX.C.5, IX.C.6, IX.C.7, IX.E, IX.F, IX.G and IX.H of the TSP throughout Tenant's residency in the Unit, as applicable (the "Ongoing Compliance Requirements"). Tenant shall be re-examined for compliance with the Ongoing Compliance Requirements, and shall meet with the Management Agent's social services coordinator to assess Tenant's social services needs, no less frequently than annually. Tenant shall comply with Landlord's requests for verification by signing releases or authorizations for third party sources of information, presenting documents for review, or providing forms of verification acceptable to the Management Agent.

2. Subject to subsection (d) below, failure to comply with the above-referenced Screening Criteria or to work to meet the Screening Criteria shall be grounds for termination of the Lease Agreement.

d. Subsequent Working to Meet Period.

1. If Tenant was referred to the Management Agent through the CHA's Housing Offer Process (i.e., Tenant is a CHA Applicant under the TSP), and if Tenant subsequently fails to meet the Ongoing Compliance Requirements or fails to work to meet the Ongoing Compliance Requirements as permitted in Section IX(L) of the TSP, in order to continue in occupancy, Tenant must provide evidence sufficient, in the Management Agent's discretion, to show that Tenant is working to meet the Ongoing Compliance Requirements within one year. The procedures of subsection (b) above shall then apply to Tenant.

2. Notwithstanding the foregoing, the Lease Agreement may be terminated (i) if Tenant has supplied false information to Landlord, (ii) for failure to pay rent in a timely manner; (iii) for any drug-related or other criminal activity or other behavior that adversely affects the health, safety or right to peaceful enjoyment of the premises by other residents; or (iv) as otherwise specified in the Lease

SIGNED:

TENANT:

LANDLORD:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**ILLINOIS HOUSING DEVELOPMENT AUTHORITY  
ANNUAL INCOME CERTIFICATION/RECERTIFICATION  
(TO BE COMPLETED BY OWNER/MANAGEMENT)**

1. TENANT INCOME CERTIFICATION

Initial Certification       Recertification       Other \_\_\_\_\_

Effective Date: \_\_\_\_\_  
Move-in Date: \_\_\_\_\_  
(MM/DD/YYYY)

**B. PART I - DEVELOPMENT DATA**

Property Name: Taylor Street Library and Apartments      TC #:  
BIN #      County: Cook      Unit Number:      Bedrooms:

**PART II. HOUSEHOLD COMPOSITION**

HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YYYY)	F/T Student (Y or N)	Social Security or Alien Reg. No.
1						
2						
3						
4						
5						
6						
7						

**PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)**

HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income
1				
2				
3				
4				
5				
TOTALS				

Add totals from (A) through (D), above      TOTAL INCOME (E): \$ \_\_\_\_\_

**PART IV. INCOME FROM ASSETS**

Hshld Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset
1				
2				
3				
4				
5				

**TOTALS:**

Enter Column (H) Total      Passbook Rate      =      (J) Imputed Income      \$  
If over \$5000      X      2%

Enter the greater of the total of column I, or J: imputed income      **TOTAL INCOME FROM ASSETS (K)**      \$

(L) Total Annual Household Income from all Sources [Add (E) + (K)] \$ \_\_\_\_\_

**PART V. DETERMINATION OF INCOME ELIGIBILITY**

TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES: From item (L) on page 1	[ ]	Household Meets Income Restriction at:	<b>RECERTIFICATION ONLY:</b> Current Income Limit x 140%:
---	-----	--	---

	<input type="checkbox"/> 60% <input type="checkbox"/> 50% <input checked="" type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> Other _____%	Household Income exceeds 140% at recertification: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Current Income Limit per Family Size: \$ _____		
Household Income at Move-in: \$ _____		Household Size at Move-in: _____

PART VI. RENT	
Tenant Paid Rent \$ _____ Utility Allowance \$ _____	Rent Assistance: \$ _____ Other non-optional charges: _____
GROSS RENT FOR UNIT: (Tenant paid rent plus Utility Allowance & other non-optional charges)	<div style="border: 2px solid black; width: 150px; height: 30px; margin: 0 auto;"></div>
Maximum Rent Limit for this unit: \$ _____ (as of recertification effective date)	Unit Meets Rent Restriction at: <input type="checkbox"/> 60% <input type="checkbox"/> 50% <input checked="" type="checkbox"/> 40% <input type="checkbox"/> 30%   _____%

PART VII. STUDENT STATUS	
ARE ALL OCCUPANTS FULL TIME STUDENTS?  <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	If yes, Enter student explanation* (also attach documentation)
	*Student Explanation: 1 TANF assistance 2 Job Training Program 3 Single parent/dependent child 4 Married/joint return
	Enter 1-4 <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>

PART VIII. PROGRAM TYPE				
The program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. For each program marked, indicate the household's income status as established by this certification/recertification.				
a. Tax Credit <input checked="" type="checkbox"/>  See Part V above.	b. HOME <input type="checkbox"/>  <i>Income Status</i> <input type="checkbox"/> ≤ 50% AMGI <input type="checkbox"/> ≤ 60% AMGI <input type="checkbox"/> ≤ 80% AMGI <input type="checkbox"/> OI**	c. Tax Exempt Income Status <input type="checkbox"/> 50% AMGI <input type="checkbox"/> 60% AMGI <input type="checkbox"/> 80% AMGI <input type="checkbox"/> OI**	d. AHDP <input type="checkbox"/>  <i>Income Status</i> <input type="checkbox"/> 50% AMGI <input type="checkbox"/> 80% AMGI <input type="checkbox"/> OI**	e. Other _____ <input type="checkbox"/> <i>(Name of Program)</i>  <i>Income Status</i> <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> OI**
** Upon recertification, household was determined over-income (OI) according to eligibility requirements of the program(s) marked above.				

## 2. HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature	(Date)	Signature	(Date)
Signature	(Date)	Signature	(Date)

### SIGNATURE OF OWNER/REPRESENTATIVE

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

Signature

Date

(i)

DRAFT

**UNIT INSPECTION REPORT**

Project Name: Roosevelt Square Library Rental Housing

Date of Inspection: \_\_\_\_\_

Name of Family: \_\_\_\_\_

Time of Inspection: \_\_\_\_\_

Unit No.: \_\_\_\_\_

No. of Bedrooms: \_\_\_\_\_

No. of Baths: \_\_\_\_\_

KITCHEN	<u>Acceptable</u>		<u>Repairs Needed</u>	All Paint Surfaces <sup>(1)</sup>	BEDROOM 2	<u>Acceptable</u>		<u>Repairs Needed</u>	All Paint Surfaces <sup>(1)</sup>
	Yes	No				Yes	No		
Ceiling					Doors				
Walls					Trim				
Base Moldings					Walls				
Floors					Base Moldings				
Stove					Ceiling				
Refrigerator					Floor				
Drainboard					Electrical Fixtures				
Sink					Window				
Electrical Fixtures					Trim/Casing/Sills				
Cabinets									
Other					<b>BEDROOM 3</b>				
					Doors				
<b>BATHROOM</b>	<b>1</b>	<b>2</b>			Trim				
Door					Walls				
Trim					Base Moldings				
Walls					Ceiling				
Base Moldings					Floor				
Ceiling					Electrical Fixtures				
Floor					Window				
Toilet					Trim/Casing/Sill				
Basin									
Tub/Shower					<b>MISC.</b>				
Electrical Fixtures					Thermostat				
Window					Screens				
Trim/Casing/Sills					Balconies				
					Stairs				
<b>LIVING ROOM &amp; DINING ROOM</b>					Smoke Detectors				
Doors					Other				
Trim					Cylinder				
Walls									
Base Moldings					<b>OTHER:</b>				
Ceiling					Refrigerator				
Floor					Garbage Disposal				
Electrical Fixtures					Dishwasher				
Window					Front Door				
Trim/Casing/Sills					Back Door				
					Storage				
<b>BEDROOM 1</b>									
Doors									
Trim									
Walls									
Base Moldings									
Ceiling									
Floor									
Electrical Fixtures									
Window									
Trim/Casing/Sills									

Permission to enter apartment for services needed? **Y** **N**

SERVICE REQUEST/S:

<sup>(1)</sup> Includes all walls, ceilings, closets, trims, doors, windows, etc.



TYPE OF INSPECTION: (Annual, Semi-Annual, Move-in, Move-out)

**Family Certification**

I certify that the foregoing report correctly represents the conditions of the above unit.

Signature of Family member/s who made this inspection:

\_\_\_\_\_

ATTACHMENT NO. 3

**Owner's Certification**

I certify that the foregoing report correctly represents the above unit. If this report discloses any deficiencies, I certify that they will be remedied within 30 days of the date this Tenant moves into this unit.

Signature of Owner

\_\_\_\_\_

**HOUSE RULES**

We are pleased to provide you with a comprehensive set of House Rules and Regulations. Please read each section and indicate your agreement to abide by these rules with your signature. Thank you in advance for your cooperation!

The office for Roosevelt Square is located at 1222 West Roosevelt Road #103, Chicago, IL, 60608.

1. CONDUCT
2. GUESTS
3. RENT PAYMENT/LATE RENT PAYMENTS/RETURNED CHECKS
4. CARE OF THE COMPLEX
5. TRASH
6. CARE OF YOUR APARTMENT
7. PETS
8. LOCKS
9. LOCKOUTS
10. PARKING
11. MOTOR VEHICLE MAINTENANCE
12. LAUNDRY FACILITIES
13. NO SMOKING POLICY
14. ACKNOWLEDGE/SIGNATURE PAGE



This addendum has not been prepared or approved, either as to form or content, by the Illinois Housing Development Authority and the Authority assumes no responsibility for its content.

Roosevelt Square Library Rental Housing does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs and activities. A senior executive has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988). You may address your request for review or reconsideration to: Senior Vice President, Related Management Company, LP, 423 W. 55th St, 9<sup>th</sup> Fl. NY, NY 10019, (212) 319-1200, NY TTY 1-800-662-1



## 1. CONDUCT

- A. The use of profane or offensive language in common public areas or toward or when speaking to other residents, guests, management staff or vendors shall be prohibited.
- B. Climbing or playing on balconies, stairs, roofs and trees is unsafe and prohibited.
- C. Defacing, marring or damaging the community property will not be tolerated and the responsible party will be held liable for all costs to restore the property.
- D. Walkways, sidewalks, stairways and halls are to be used for its intended use. The use of tricycles, bicycles, four-wheel vehicles, roller skates, roller blades or any other such toys is restricted to the playground or parks. Additionally, for your safety, bicycle riding is not permitted in parking areas.
- E. Contact sports such as football, soccer, and baseball is restricted to the playground or parks for safety reasons.
- F. All posted signs and warnings must be adhered to at all times.
- G. Musical instruments, radios, stereos, television sets, etc. must be played at a volume that does not disturb your neighbors.
- H. In order to remain respectful of your neighbors, please refrain from slamming apartment doors.
- I. Residents must obey all local traffic laws while driving through the property. Excessive speed is prohibited.
- J. No one, including household members and/or guests or visitors, may loiter around the buildings or in the common areas which include hallways, lobbies, stairwells and parking lots.
- K. If the Tenant or other occupant uses the Leased Premises for the purpose of unlawful possessing, storing, manufacturing, cultivating, delivering, selling, using or giving away controlled substances or permit the premises to be used for any such purposes, the Lease Agreement shall be terminated at Lessor's option with ten (10) days written notice, and it is expressly understood that all provisions of 740 ILCS 40/0.01 et seq, are applicable to this Lease Agreement. Upon a request from the Tenant, the Landlord will assist Tenant in obtaining copies of such statute.
- L. If the Tenant or any other occupant(s) of the Leased Premises are charged during the term of this Lease Agreement with having committed an offense in or on or about the Leased Premises constituting a class X felony under the laws of the State of Illinois, upon a judicial finding of probable cause at a preliminary hearing or indictment by a grand jury, the Lease Agreement, at Lessor's sole discretion, shall become terminated upon Lessor notifying the Tenant or occupant by posting a written notice at the Leased Premises to the Tenant and occupant(s) to vacate the Leased Premises on or before a date 10 days after the giving of the notice pursuant to 765 ILCS 505/5. Upon a request from the

Tenant, the Landlord will assist Tenant in obtaining copies of such statute. The Lessor may have the same remedy to recover possession of the Leased Premises as against the Tenant if Tenant holds over after the expiration of his or her term.

- M. If the Tenant or occupant(s) of the Leased Premises, on one or more occasions uses, or permits the use of the Leased Premises for the commission of any act that would constitute a Felony or a Class A Misdemeanor under the laws of the State of Illinois, this Lease Agreement, in the sole discretion of the Lessor, shall be terminated upon Lessor notifying the Tenant or occupant(s) by serving a written notice upon Tenant or occupant(s) to vacate the Leased Premises on or before a date 10 days after the giving of the notice pursuant to 735 ILCS 9/120. Thereafter, the Lessor shall be entitled to possession of the Leased Premises as against a Tenant holding over after the expiration of his or her term. It is expressly understood that all provisions of 735 ILCS 9/120 are applicable to this Lease Agreement. Upon a request from the Tenant, the Landlord will assist Tenant in obtaining copies of such statute.
- N. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in acts of violence or threats of violence including, but not limited to, the unlawful discharge of firearms, on or near the Leased Premises.

## **2. GUESTS**

- A. You are responsible for the actions of your household members and guests. Any damage caused by a guest must be paid within thirty (30) days of receipt of a bill from the Management Office. This includes, but is not limited to, any and all interior and exterior damage, plumbing stoppages, carpet damages and appliance repairs.
- B. Guests must be accompanied by a resident when using the common areas of the complex. This includes, but is not limited to, the laundry facilities, play ground areas and parking facilities.
- C. Guests may not remain for more than fourteen (14) days without the written permission of the management office. In no case shall a guest remain for more than thirty (30) days. If a guest remains more than thirty days, action will be taken to enforce paragraphs 14 & 15 of the Lease. If you would like to add someone to your lease, the additional person must fill out an application for occupancy and pay the credit check fee of \$25. It will be at the discretion of management to allow additional persons on the lease, if they do not meet the owner's screening criteria or we are unable to accommodate due to occupancy requirements.

## **3. RENT PAYMENTS/LATE RENT PAYMENTS/RETURNED CHECKS**

- A. Rent payments or other payments are to be made by check, money order or cashier's check (no cash is accepted). Payments are to be made at the management office located at: 1222 W. Roosevelt Road Chicago, Illinois 60608. Payments may be made via mail or in person.
- B. If rent is not paid, or received via mail by the fifth day of the month, you will be charged a late fee of \$10.00 on the sixth day of the month for the first \$500 and 5% on the remaining balance.
- C. Partial rent payments (including late fees) will not be accepted without the permission of supervisory personnel from the regional office of Related Management Co., L.P., Agent for Roosevelt Square.
- D. If your rent check is returned by your bank, you will be charged a \$35.00 returned check fee. You must repay the check that was returned with a money order or cashier's check (the appropriate late fee and \$35.00 returned check fee must be included in the amount paid). Partial payments will not be accepted without the permission of supervisory personnel from the regional office of Related Management Co., L.P., Agent for Roosevelt Square.
- E. If two rent checks are returned by your bank due to non-sufficient funds (NSF), you will no longer be allowed to pay your rent with a personal check. You must then pay with a cashier's check or money order.

## **4. CARE OF THE COMPLEX**

- A. No signage, article or other items (including, without limitation, personal signs, advertisements or notices) may be affixed to, placed on or suspended from any part of the windows or common areas of the building or property, either inside or outside, without Management's prior approval, which Management may grant or withhold in its sole discretion. Notwithstanding the foregoing, political signage produced by an official campaign will be permitted to be temporarily affixed to the inside of apartment windows for a reasonable time prior to and after an election.
- B. No tinfoil, antennas, private radio aeriels, screens, bars, or other products are to be placed on or attached to the windows of your apartment.
- C. No clothing or other articles may be hung, draped or otherwise fastened to the windows, rails, balconies, stairways or any other common areas in the complex.
- D. Painting, writing or otherwise defacing or marring the buildings and grounds is prohibited and the responsible party will be held liable for all removal costs.
- E. You may not place or leave any item in, around or upon any common area of the building or in front of your apartment. This includes, but

is not limited to, furniture, potted plants, boxes or trash bags. Additionally, Management retains the right to remove doormats that are in poor condition and negatively affect the overall appearance of the property. Doormats are not permitted in common interior hallways.

- F. You may not touch or use fire alarm boxes, sprinklers, etc. except in case of emergency.
- G. No solicitors or unauthorized persons are permitted in the community. If you are contacted by a solicitor or suspect that an unauthorized person is in the community, please contact the management office immediately. If you feel a situation is dangerous or life threatening, call 911 before you call the management office.
- H. No cooking, baking, grilling or similar activity is permitted other than in the kitchen area and outside designated grilling areas. No outdoor grills are permitted inside the apartment.
- I. No unsightly or unsanitary practice which could undermine the sanitation, health or appearance of the building interior or exterior shall be permitted.
- J. Satellite dishes may only be installed in accordance with the Satellite Dish and Antenna Addendum.

## **5. TRASH**

- A. Residents are expected to keep the areas around the trash receptacles clean and free of litter. Failure to dispose of trash appropriately may result in a \$25 disposal fee.
- B. A securely fastened plastic bag or trash can liner must be used to carry trash to the trash receptacle to prevent waste dripping on carpeting or concrete.
- C. All cartons or boxes must be flattened or torn apart into smaller pieces before being placed in the trash receptacles. Items too large to fit into the trash receptacles must be removed from the property by the resident.

## **6. CARE OF YOUR APARTMENT**

- A. Keep your apartment and any other such areas assigned for your exclusive use in a decent, clean, sanitary and safe condition, and the inside of your apartment maintained according to acceptable housekeeping standards.
- B. Use all appliances according to their directions. If you have a question or concern regarding the operation or use of an appliance, call the Management Office immediately.
- C. Appliance, plumbing fixtures, heating and electrical systems must be used only for the purpose and in the manner in which they were designed.
- D. You may not install or keep heaters in your apartment. Residents may not install air conditioners in their apartments without written permission from the management office. A maintenance staff member must be present during the installation of any air conditioner.
- E. Do not use severe cleaning agents such as scouring powder on paint, enameled woodwork, tubs, sinks, walls or appliances.
- F. The smoke detector must remain intact and operational at all times. Residents are not permitted to tamper with the smoke detector. The smoke detector in your apartment has a battery back-up in the event of a power failure. The smoke detector will beep when the batteries have ceased functioning. It is your responsibility to change the batteries. If you have any questions or concerns regarding the smoke detector, please contact the Management Office immediately.
- G. With the provision of reasonable notice, a designated representative of the managing agent may enter and inspect the premises for the following reasons:
  - Making necessary or agreed upon repairs;
  - Inspecting for compliance with the terms of this lease;
  - Showing the premises to prospective lenders, purchasers, residents, contractors, repair workers, or representatives with the program;
  - Performing contracted pest control services;
  - Conducting annual and any other inspections.

Forty-Eight (48) hours or more shall be considered reasonable notice for the purpose of entry and inspection. In addition, we or our agent may enter the premises without notice if necessary in an emergency such as earthquake, fire or flooding. A written notice will be left in the unit indicating entry for any emergency reasons.

- H. Water-filled furniture and washers and dryers are not allowed.
- I. Residents are responsible for replacing light bulbs inside their apartments.
- J. Management must be notified immediately when any item in your apartment requires repair or is damaged in any way. Please note that

residents will be held responsible for all fixture overflows, whether accidental or otherwise and charges may be assessed for parts and labor.

K. You are prohibited from:

- Painting or having your apartment painted by anyone other than painters authorized by the management office;
- Installing tile, wallpaper, wall boarders, contact paper, murals, decals, stucco, wall or ceiling decorations or markings of any kind;
- Affixing, with glue or any other substance, tile, linoleum, or any other material to the floor;
- Hanging unauthorized drapes, venetian blinds, vertical shades, etc. on windows or walls;
- Tinting your windows.
- Installing satellite dishes or any other devices on the building in violation of the Satellite Dish Addendum.

Small nails may be used to hang wall decorations such as pictures, picture frames, artwork and clocks. Butterfly anchors may not be used on the walls, ceiling or any other surface in the unit.

L. The maintenance staff employees are not permitted to complete work of a private nature for residents.

M. It is strongly recommended that you obtain renter's insurance for your personal property. Neither the owner nor their agent is responsible or liable for any damage that may occur to your personal property. If there is a fire, earthquake, flood, water damage or theft in your apartment or if you suffer damage from an adjacent apartment, neither the owner nor their agent will be responsible for your dollar losses.

N. You must transfer the utilities (electricity and/or gas) for your apartment **before moving into the apartment**. Failure to do so will result in a \$25 administrative charge.

## 7. PETS

Pets will only be allowed in accordance with the Roosevelt Square pet policy and only if you execute a pet agreement that will be attached to this lease as an exhibit. (See the Pet Policy attached to this lease at Attachment 5 and the management for more information)

## 8. LOCKS

- A. No locks may be changed or added to a door without the consent of Management. Duplicate keys to any new or added lock must be provided to the Management Office, if and when such consent is provided.
- B. No locks, chains, peep holes or other additions may be added without the consent of Management. Approved additions must be installed in accordance with local building codes.
- C. Any locks, chains, peep holes or other additions become the property of Roosevelt Square and may not be removed upon vacating the unit. If any lock, chain, peephole or other addition is removed upon vacating, any and all damages resulting from the removal will be charged against the security deposit.
- D. You should keep your apartment door closed and locked at all times. You should keep your motor vehicle doors closed and locked at all times. Management is not responsible for the theft of money, jewelry or other articles from your apartment or for damage, loss or theft of personal property and motor vehicles located on the premises.
- E. If a key is lost, a replacement fee will be charged at prices stated, as follows: Main Entry Door Key - \$75.00; Mailbox Key - \$10.00; Apartment Door Key - \$10.00
- F. All keys, including house keys and mailbox keys, must be returned to the management office upon vacating. If keys are not returned, the above replacement fees apply and will be deducted from the security deposit.

## 9. APARTMENT ACCESS

- A. Only authorized residents of the apartment will be allowed entry into the apartment. Identification will be required.
- B. Management will not provide entry into a locked residence for any household members except the leaseholders and/or those household members who are identified in writing by the leaseholders as authorized for access. Management requests that leaseholders exercise care in designating household members for access, particularly if the individuals are underage and should not be in the unit alone.
- C. If the resident needs access to his or her apartment during normal business hours, no fee will be charged up to four (4) times per lease year. After four times, a fee of \$25.00 will be charged for each subsequent lockout during that year.
- D. If the resident needs access to his or her apartment after normal business hours, a fee of \$25.00 will be charged.
- E. Lockouts during Saturday and Sunday will be charged at \$35.

## **10. PARKING**

- A. If you or your guests park in a **no parking zone**, the vehicle will be towed at the owner's expense. Residents should park in their **assigned** parking space. We do not provide visitor parking so visitors may not park in the property parking lot. If a vehicle is parked in the property parking lot without the proper permit displayed, the vehicle will be towed at the owner's expense. This includes residents and guests. Guests and visitors must use street parking.
- B. Campers, trailers, boats, large trucks, buses and other large vehicles and abandoned vehicles may not be parked within the complex. Such vehicles will be towed at the owner's expense. Non-working vehicles may not be parked on the property.
- C. Residents are allowed to have a vehicle towed if it is parked in their assigned space. When calling the towing company, please have the make, model and license plate of the vehicle that is to be towed. You will also be required to show proof that the space is assigned to you with your Vehicle Parking Registration form.

## **11. MOTOR VEHICLE MAINTENANCE**

- A. Some minor vehicle repairs (such as changing a battery or tire) may be allowed with the prior approval of management. Residents must obtain the prior approval of management for any vehicle repair to be completed on site.
- B. Major repairs or overhaul and the use of oil, grease or water are strictly prohibited.
- C. Washing of vehicles is not permitted at Roosevelt Square.
- D. Gasoline or other flammable liquids may not be stored anywhere in the community.

## **12. LAUNDRY FACILITIES**

- A. Laundry facilities are for residents' use only. Clothes must be promptly removed from washers and dryers when cycle is completed. Clothes must not be left unattended. Management is not responsible for lost, stolen or damaged items. Rugs, bedspreads and other heavy articles may not be placed in the washers as it may cause damage to the machines, unless the laundry room is equipped with machines intended for such use.
- B. Any malfunctions with the machines must be reported to the management office.

## **13. NO SMOKING POLICY**

- A. Purpose of No-Smoking Policy. The parties desire to mitigate (i) the irritation and known health risks from secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iii) the increased risk of fire from smoking.
- B. Definition of Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form, including e-cigarettes.
- C. Smoke-Free Community. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

## **14. ACKNOWLEDGEMENT/SIGNATURE PAGE**

Management may, with thirty (30) days' notice to residents, make changes and/or additions to the aforementioned house rules.

I hereby agree to abide by the foregoing rules and understand that if I or my guests violate these rules, action may be taken up to and including eviction.

Lease Holder \_\_\_\_\_ Date \_\_\_\_\_

Lease Holder \_\_\_\_\_ Date \_\_\_\_\_

Lease Holder \_\_\_\_\_ Date \_\_\_\_\_

Lease Holder \_\_\_\_\_ Date \_\_\_\_\_

DRAFT

## CHICAGO'S RESIDENTIAL LANDLORD AND TENANT ORDINANCE SUMMARY

**Chicago's Residential Landlord and Tenant Ordinance Summary** This Summary of the ordinance must be attached to every written rental agreement or be given to the tenant who has an oral rental agreement. 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 ORDINANCE TO DETERMINE APPROPRIATE REMEDIES AND PROCEDURES. CONSULTING AN ATTORNEY WOULD ALSO BE ADVISABLE.**

### **What rental units are covered by the ordinance?**

[Mun. Code ch. 5-12-010]

- All rental units with written or oral leases (including subsidized units such as CHA, IHDA, Sect. 8, etc.)

### **What rental units are not covered by the ordinance?**

[Mun. Code ch. 5-12-020]

- Owner-occupied buildings with 6 or fewer units.
- Units in hotels, motels, rooming houses, unless rented on a monthly basis and occupied for more than 32 days.
- School dormitory rooms, shelters, employee's quarters, non-residential rental properties.
- Co-ops and condominiums unless rented.

### **What are the tenant's general duties under the ordinance?**

[Mun. Code ch. 5-12-040]

The tenant, the tenant's family and guests must:

- Comply with all obligations imposed specifically upon tenants by the Municipal Code, including, maintaining smoke detector batteries within tenant's apartment.
- Keep the unit safe and clean.
- Use all equipment and facilities in a reasonable manner.
- Not damage the unit.
- Not disturb other residents.

### **Landlord's rights of access**

[Mun. Code ch. 5-12-050]

- A tenant shall permit reasonable access to a landlord upon receiving 2 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 such access, the landlord must provide notice 2 days after entry.

### **Security deposits and prepaid rent**

[Mun. Code ch. 5-12-080]

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.

- A landlord must pay interest each year at the rate set by the City Comptroller for security deposits held more than 6 months (eff. 7-1-97)
- A landlord must pay interest each year at the rate set by the City Comptroller for prepaid rent held more than 6 months. (eff. 7-1-97)
- A landlord must return all security deposit and interest minus unpaid rent and money for damages, within 45 days from the date the tenant vacates the dwelling unit.
- In the event of fire, a landlord must return all security deposit and interest, minus unpaid rent and money for damages, within 7 days from the date that the tenant provides notice of termination of the rental agreement. (eff. 1-1-92)

### **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]
- To give new tenants or tenants renewing a rental agreement, notice of building code citations issued by the City in the past 12 months; notice of pending Housing Court, Code Enforcement Bureau or Compliance Board actions; and notice of termination of water, electrical or gas service to the building. [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]
- Not force 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)]
- Provide a tenant with at least 30 days written notice of his intention not to renew a rental agreement. 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. 1-2-92) [Mun. Code ch. 5-12-130(i)]
- To use a lease without prohibited provisions. [Mun. Code ch. 5-12-140]

### **Tenant remedies**

[Mun. Code ch. 5-12-110]

- If the landlord fails to maintain the property in compliance with the Code **AND such failure renders the premises not reasonably fit and habitable**, the tenant may:

1) Request in **writing** that the landlord make repairs within 14 days or tenant may terminate the rental agreement after the 14 days. If tenant terminates the rental agreement, he must vacate the premises within 30 days and if possession is not delivered, the tenant's notice



is considered withdrawn. (eff. 1-1-92)

If the landlord fails to maintain the property in material compliance with the Code and the tenant or 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 or tenant can withhold an amount of rent that reasonably reflects reduced value of the unit.
- 2) Request in writing that the landlord make repairs within 14 days or tenant may have the repairs made and deduct up to \$500 or 1 of the month's rent, whichever is more, but **not to exceed one month's rent**. The repairs must be done in compliance with existing law and building regulations. A 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.
- 3) File suit against the landlord for damages and injunctive relief.

**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, the tenant may:
  - 1) Procure substitute service and upon presenting paid receipts to the landlord, deduct the cost from the rent.
  - 2) File suit against the landlord and recover damages based on the reduced value of the dwelling unit.
  - 3) Procure substitute housing and be excused from paying rent for that period. The tenant also may recover from the landlord the cost of substitute housing up to an amount equal to the monthly rent for each month or portion thereof.
  - 4) Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold from the monthly rent an amount that reasonably reflects the reduced value of the premises. (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 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 if the landlord has informed the tenant of an address to which notices should be sent. If the landlord does not inform the tenant of an address, the tenant may deliver written notice to the last known address of the landlord or by 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 the tenant, tenant's family or guests are not responsible for fire or accident, the tenant has three choices:
  - 1) The tenant may 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 is denied use of a portion of the unit through damage, he may reduce his rent to reflect the reduced value of the unit.
  - 3) If the tenant stays and the landlord promises to begin work but 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 his intention to terminate the rental agreement.

**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?**

- If the tenant fails to pay rent on time, the landlord may charge a \$10.00 per month late fee on rents under \$500.00 and a 5% per month late fee 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 \$700.00 monthly rent, the late fee is \$10.00 plus 5% of \$200 or \$20.00). (eff. 1-1-92) [Mun. Code ch. 5-12-140(h)]
- The landlord cannot evict the tenant if he accepts **full payment** of the rent due. [Mun. Code ch. 5-12-130(g)]

**Landlord remedies**  
**[Mun. Code ch. 5-12-130]**

- If the tenant fails to pay rent, the landlord, after giving 5 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, after giving 14 days written notice to the tenant or in the case of emergency as promptly as conditions permit, may enter the dwelling unit and have the necessary work done. In this case, the tenant shall be responsible for the costs of repairs.

**Lockouts**  
**[Mun. Code ch. 5-12-160]**

- It is **ILLEGAL** for a landlord to lock out a tenant, or change the locks, or remove the doors of a rental unit, or to cut off heat, utility 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)
- 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 landlord cannot take retaliatory action against a tenant because a tenant complains or testifies in **good faith** to governmental agencies or officials, media, community groups, tenant unions or the landlord.

**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 the Municipal Reference Library, Room 1002, City Hall.

Approved by the City of Chicago, January, 1992

DRAFT

## PET RULES

The following pet rules (the "Pet Rules") are intended for the benefit of all tenants of Taylor Street Library and Apartments. Compliance with these Pet Rules is a condition of Tenant's lease and an obligation of tenancy. Failure to abide by the Pet Rules may result in a denial of a request for a pet, removal of a pet, and other consequences as outlined below. The Landlord reserves the right to revise, amend or add to these Pet Rules from time to time. Tenants will be given a thirty (30) day written notice before any changes go into effect.

1. Definition of Pets. Common household pet means a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pet does not include reptiles (except turtles). If this definition conflicts with any applicable state or local law or regulation defining the pets that may be owned or kept in dwelling accommodations, the state or local law or regulation shall apply. This definition shall not include animals that are used to assist the disabled.

Assistance Animals for Disabled. A specially trained animal to assist a visually and/or hearing impaired person or other assistive animals required for a disabled person is not considered a pet and an assistive animal owner will not be required to pay a pet fee as set forth below, but will be required to meet all other aspects of these rules.

2. Inoculations.

- a. Tenants are required to have their pets inoculated in accordance with state and local laws.
- b. Illinois requires every pet owner of a dog or cat four (4) months of age or older to be inoculated against rabies each year by a licensed veterinarian, and provide the pet with a collar and attach thereto an official rabies vaccination tag which shall be worn by the pet at all times. However, if the vaccine used is one recognized by the State of Illinois, Department of Agriculture, for a three-year period of immunity and the dog or cat is over twelve (12) months of age at the time of its inoculations, the interval between inoculations may be extended for three (3) years.
- c. Other inoculations recommended for pet safety are Distemper and Parvo for dogs and Feline Distemper for cats.

3. Sanitary Standards.

- b. Tenants are required to remove their pets from the premises for purposes of exercise and deposit of waste.
- c. Tenants are required to immediately remove and properly dispose of pet waste. Tenants are required to accomplish this by placing pet waste in a plastic bag and tying or sealing closed and placing in the designated waste receptacle.
- d. In the case of cats and other pets using litter boxes, Tenants are required to change the litter at least twice per week. Waste must be disposed of by placing in a plastic bag and tying or sealing closed and placing in the designated waste receptacle. "Kitty-litter" and waste may not be disposed of down any garbage chute. Pet waste may not be disposed of through the building's plumbing system.
- e. Units must be kept free of animal odors and fleas and maintained in a clean and sanitary manner. Tenants will be responsible for the cost of defleaing a unit.
- f. Cages and aquaria must be kept clean and free of odors.

4. Pet Restraint.

- a. All pets must be appropriately and effectively restrained and under the control of a responsible individual while anywhere on or in the common areas of the project. For dogs and cats, this means that they must be kept on a leash and, when possible, carried. All pets will enter and exit the building by the designated door only.
- b. Pets customarily caged or housed in aquaria or terraria shall be so housed at all times.

5. Registration.

- a. Tenants are required to register their pets with the Landlord before it is brought onto the project premises. The registration

shall be updated annually.

The registration must include:

- i. A certificate signed by a licensed veterinarian or a state or local authority empowered to inoculate animals, or their designated agent, stating that the pet has received all inoculations required by state and local law.
  - ii. Sufficient information to identify the pet and to demonstrate that it is a common household pet.
  - iii. The name, address and telephone number of one or more responsible parties who will care for the pet if the Tenant dies, is incapacitated or is otherwise unable to care for the pet.
  - iv. A microchip registration or identification number, if the pet has been microchipped.
- b. The Landlord may refuse to register any pet (i) which is not a common household pet, (ii) if keeping the pet would violate any applicable house pet rule, (iii) if the Tenant fails to provide complete pet registration information or fails annually to update the pet registration, or (iv) if the Landlord reasonably determines, based on the Tenant's habits and practices, that the Tenant will be unable to keep the pet in compliance with the Pet Rules and other lease obligations. The pet's temperament may be considered as a factor in determining the prospective Tenant's ability to comply with the Pet Rules and lease obligations.
- c. The Landlord or agent is required to notify the Tenant if he/she refuses to register a pet. The notice shall state the basis for the Landlord's action and shall be served on the Tenant as required.
- d. Pets shall wear appropriate current municipal license tags and a tag bearing the owner's name, address and phone number.
6. Number of Pets.
- a. The number of four-legged warm-blooded pets is limited to one pet in each dwelling unit.
  - b. There may be no more than two birds or small caged animals per unit.
  - c. An aquarium or fish tank may not exceed 10 gallons.
7. Breed Restrictions. Dogs of the Rottweiler, Pitbull, or Doberman Pinscher breeds shall not be permitted to be kept in the dwelling unit for any period of time.
8. Pet Fee.
- a. Tenants who own or keep cats and dogs in their units must pay a non-refundable pet fee of \$300.00.
  - b. Those Tenants unable to pay the full pet fee at one time may be allowed to make installment payments until the total pet fee has been paid in full; provided, however, that in such case, Tenant shall not be permitted to keep or house such cat or dog in the dwelling unit until the full amount of the fee has been paid.
9. Other Pet Charges. The Landlord may impose a separate pet waste removal charge of \$50.00 per occurrence on Tenants who fail to remove pet waste in accordance with the prescribed Pet Rules.
10. Standards of Pet Care.
- a. Dogs and cats must be spayed or neutered, when the pet has reached the appropriate age. A veterinarian's written statement must be provided to verify same.
  - b. Pets are not allowed in any common areas of any building with the exception of being allowed ingress and egress to the

building.

- c. Dogs may not be left unattended for longer than 12 hours.
  - d. Cats may not be left unattended for longer than 48 hours.
  - e. Tenants are required to control all noise, odor or other threatening behavior caused by a pet.
  - f. Tenants are responsible for the safety and health of their pets, including maintaining a proper flea control program.
11. Pet Licensing. Tenants are required to license their pets in accordance with applicable state and local laws and regulations. If licensed, the Tenant shall keep a collar upon the pet's neck with the license tag securely fastened thereto.
12. Pets Temporarily on the Premises. Pets not owned and registered by a tenant may not be kept on the premises.
13. Pet Conduct. Any pet which disturbs the quiet and peaceful enjoyment of other building residents, or causes damage to the property of anyone other than the Tenant or causes danger or fear to any person shall be in violation of the Pet Rules.
14. Pet Rule Violations. If the Landlord determines that a Tenant has violated a rule governing the owning or keeping of pets, the Landlord will serve a written notice of pet rule violation on the Tenant as required. The notice of pet rule violation must:
- a. Contain a brief statement of the basis for the determination and the pet rule or rules alleged to be violated.
  - b. State that the Tenant has 10 days from the effective date of service of the notice to correct the violation or to make a written request for a meeting to discuss the violation.
  - c. State that the Tenant's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the Tenant's tenancy.
  - d. Notwithstanding the provisions of this paragraph, the Landlord shall have the discretion to determine whether the violation cannot be corrected or is sufficient to warrant termination of tenancy without allowing for period of correction.
15. Pet Removal.
- a. If the Tenant and Landlord are unable to resolve the pet rule violation at the meeting, or if the Landlord determines that the Tenant has failed to correct the pet rule violation within any additional time provided for this purpose, the Landlord may serve written notice on the Tenant as required. The notice must:
    - i. Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated.
    - ii. State that the Tenant must remove the pet within 10 days of the effective date of service of the notice of pet removal.
    - iii. State that failure to remove the pet may result in initiation of procedures to terminate the Tenant's tenancy.
  - b. The Landlord may initiate procedures to terminate a Tenant's tenancy based on a pet rule violation if the Tenant has failed to remove the pet or correct a pet rule violation within the applicable time period specified and the pet rule violation is sufficient to begin procedures to terminate the Tenants' tenancy under terms of the lease.
16. Protection of the Pet.
- a. If the health or safety of a pet is threatened by the death or incapacity of the Tenant, or by other factors that render the Tenant unable to care for the pet, the Landlord shall contact the responsible party or parties listed in the pet registration. If the responsible party or parties are unwilling or unable to care for the pet, or the Landlord, despite reasonable efforts, has been unable to contact the responsible party or parties, the Landlord may contact the appropriate state or local authority (or designated agent of such an authority) and request the removal of the pet.
  - b. If there is no state or local authority authorized to remove a pet under these circumstances, the Landlord may enter the Tenant's unit, remove the pet, and place the pet in a facility that will provide care and shelter until the Tenant or their representative is able to assume responsibility for the pet, but not longer than 30 days. The cost of the animal care facility shall be borne by the Tenant. If the Tenant (or their estate) is unable or unwilling to pay, the cost of the animal care facility will be paid from the pet deposit.
  - c. If there are applicable state or local laws or regulations governing the disposal of pet waste, pet restraint, pet size and type,

pet registration, pet deposit, financial obligations of tenants for their pets, standards of pet care, pets temporarily in dwelling units, the rules contained herein shall not conflict with such law or regulation. If such a conflict exists, State and local law or regulation shall apply.

17. Courtesy. Pets can be threatening to others who may be fearful or allergic to animals. Please exercise common courtesy to other tenants and staff in dealing with your pet.
18. New Pets. Any change in pet will be treated as a new pet and the permission procedure must be initiated and new approval obtained before the new pet is allowed on the property.
19. Liability Insurance. It is recommended that tenants obtain pet liability insurance so that the Tenant is covered for any personal liability caused by the pet.
20. Violation of the Pet Rules may be grounds for removal of the pet or termination of the Tenants' tenancy.
21. The Landlord may, after reasonable notice to Tenant and, during reasonable hours, enter and inspect Tenant's dwelling unit, if the Landlord has received a signed, written complaint alleging (or the Landlord has reasonable grounds to believe) that the conduct or condition of a pet in the dwelling unit constitutes, under applicable state or local law, a nuisance or a threat to the health or safety of the occupants of the project or other persons in the community where the project is located.
22. If there is no state or local authority or designated agent under applicable state or local law to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, and either (i) the Landlord requests the Tenant to remove the pet from the project immediately and the Tenant refuses to do so, or (ii) the Landlord is unable to contact the Tenant to make a removal request, then the Landlord may enter the dwelling unit, remove the pet and take such action with respect to the pet as may be permissible under state and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed 30 days.

I, the below named Tenant, do certify I have read, understand and will comply with the above Pet Rules.

\_\_\_\_\_  
Tenant Signature                      /Date                      Landlord/Agent Signature                      /Date

ATTACHMENT NO. 6

**LEASE ADDENDUM FOR DRUG-FREE HOUSING**

1. Resident, any member of the resident's household, or a guest or invitee of the resident, shall not engage in criminal activity, including gang activity and drug-related criminal activity, on or off the development premises. "Drug-related criminal activity" means the illegal manufacture, sale distribution, use or possession, or intent to manufacture, sell, distribute or use, a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
2. Resident, any member of the resident's household, or a guest or invitee of the resident, shall not engage in any act intended to facilitate criminal activity, including illegal gang activity, and drug-related criminal activity on or near development premises.
3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including illegal gang activity and drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest or invitee.
4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or off the development premises or otherwise.
5. Resident, any member of the resident's household, or guest or invitee shall not engage in acts of violence or threats of violence, including, but not limited to, illegal gang activity, the unlawful discharge of firearms on or near the development premises.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE 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 noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof

of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

- 7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
- 8. This Lease Addendum is incorporated into the lease executed or renewed this day between Agent for Owner and Resident. The undersigned has read, understands and agrees to the above and acknowledges that this is a part of the lease.

**RESIDENT(s):**

Print Name(s)	Address	Date	Resident Signature
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Print Name(s)	Address	Date	Resident Signature
---------------	---------	------	--------------------

**Related Management Co. L.P.:**

**BY:** \_\_\_\_\_  
 (Print Name) (Signature)

*Roosevelt Square Library Rental Housing does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs and activities. A senior executive has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988). You may address your request for review or reconsideration to: Senior Vice President, Related Management Company, LP, 423 W. 55th St, 9<sup>th</sup> Fl. NY, NY 10019, (212) 319-1200, NY TTY 1-800-662-1*



ATTACHMENT NO. 7

**VACATING PROCEDURES FOR RESIDENTS**

**A. At Lease Expiration**

Your lease is a contract that obligates you to pay your apartment rent for the entire term of the lease. However, you can choose not to renew your lease and vacate your apartment at the expiration of the lease, but you are required to give **RELATED MANAGEMENT COMPANY notice of your intent to vacate** your apartment, at least 30 days before your lease expires. If you decide to vacate your apartment at the expiration of your lease, your security deposit will be returned in full (plus interest), provided you have complied with the following:

1. Thirty Days (30-day) notice to vacate in writing is given.
2. Paid your rent in full, including any late charges or charges for damages.
3. Not damaged your apartment beyond normal wear and tear.
4. Cleaned your entire apartment including the range top, oven, refrigerator, bathroom, closets, cabinets, etc. You must vacuum. The carpeting will be cleaned by **RELATED MANAGEMENT COMPANY at no cost to you**, provided it is not soiled beyond normal wear and tear. If you were given permission to install a tacked down area rug or wall-to-wall carpeting over hard wood floors, you must restore the floor to its original condition. Finally, as you clean your apartment, please place debris, trash and discarded material in proper rubbish containers in designated areas.

**Note:** We recommend that you make arrangements with your building manager to be present when the move-out inspection of your apartment is performed. After you have reviewed the inspection report, you should sign the inspection form to signify your agreement with the findings in order to eliminate disputes about the condition in which you left your apartment. For your convenience, the move-out inspection form has a space for you to provide your forwarding address so that we know where to send your security deposit.

5. Turned in your keys on or before the day your lease expires.

**B. Prior to Lease Expiration**

If circumstances are such that you need to move **before** the expiration of your lease, you have one (1) option:

1. You can enter into a Lease Buy-Out Agreement requiring you to pay one (1) month rent to buy-out your lease. By completing the following:
  - Supply management with a Thirty Days (30-day) notice to vacate in writing. If less than 30 days written notice is given, then management will charge you for the full 30 days.
  - Paid your rent in full, including any late charges or charges for damages.
  - Not damaged your apartment beyond normal wear and tear.
  - Cleaned your entire apartment including the range top, oven, refrigerator, bathroom, closets, cabinets, etc. You must vacuum. The carpeting will be cleaned by RELATED MANAGEMENT COMPANY **at no cost to you**, provided it is not soiled beyond normal wear and tear. If you were given permission to install a tacked down area rug or wall-to-wall carpeting over hard wood floors, you must restore the floor to its original condition. Finally, as you clean your apartment, please place debris, trash and discarded material in proper rubbish containers in designated areas.
  - Conduct a final move out inspection of the unit with management staff personnel and return all apartment keys, mailbox keys, key cards, etc.

I acknowledge receipt of one (1) copy of the Vacating Procedures.

_____	_____	_____
Tenants Signature	Print Name	Date
_____	_____	_____
Tenants Signature	Print Name	Date

**This addendum has not been prepared or approved, either as to form or content, by the Illinois Housing Development Authority and the Authority assumes no responsibility for its content.**

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ATTACHMENT NO. 8

**Mold/Mildew Addendum**

This Mold and Mildew Addendum (the "Addendum") dated \_\_\_\_\_ is attached to and made a part of the lease dated \_\_\_\_\_ (the "Lease") by and between [Roosevelt Square], as agent for owner of the Apartments ("Lessor"), and \_\_\_\_\_ ("Resident") for unit number \_\_\_\_\_

Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Resident agrees to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Unit. Resident also agrees to immediately report to the management office: (i) any evidence of a water leak or excessive moisture in the Unit, as well as in any storage room, garage or other common area; (ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air conditioning system in the Unit; and (iv) any



inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Unit and Resident's property as well as personal injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this Addendum.

A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies at law or in equity. 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. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes of this Addendum as it has for purposes of the Lease.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Management

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**TIP SHEET ON MOLD**

It is our goal to maintain the highest quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for conditions that could lead to the growth of naturally occurring mold.

**Tips for residents**

Residents can help minimize mold growth in their apartment homes by taking the following actions:

- Open windows. Proper ventilation is essential. If it is not possible to open windows, run the fan on the apartment air-handling unit to circulate fresh air throughout your apartment.
- In damp or rainy weather conditions, keep windows and doors closed.
- If possible, maintain a temperature of between 50° and 80° Fahrenheit within your apartment at all times.
- Clean and dust your apartment on a regular basis as required by your lease. Regular vacuuming, mopping, and use of environmentally safe household cleaners is important to remove household dirt and debris that contribute to mold growth.
- Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.
- On a regular basis, wipe down and dry areas where moisture sometimes accumulates, like countertops, windows and windowsills.
- Use the pre-installed bathroom fan or alternative ventilation when bathing or showering and allow the fan to run until all excess moisture has vented from the bathroom.
- Use the exhaust fans in your kitchen when cooking or while the dishwasher is running and allow the fan to run until all excess moisture has vented from the kitchen.
- Use care when watering houseplants. If spills occur, dry up excess water immediately.
- Ensure that your clothes dryer vent is operating properly, and clean the lint screen after every use.
- When washing clothes in warm or hot water, watch to make sure condensation does not build up within the washer and dryer closet; if condensation does accumulate, dry with a fan or towel.
- Thoroughly dry any spills or pet urine on carpeting.
- Do not overfill closets or storage areas. Ventilation is important in these spaces.
- Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period of time.
- Immediately report to the management office any evidence of a water leak or excessive moisture in your apartment, storage room, garage, or any common area.
- Immediately report to the management office any evidence of mold growth that cannot be removed by simply applying a common household cleaner and wiping the area. Also report any area of mold that reappears despite regular cleaning.
- Immediately report to the management office any failure or malfunction with your heating, ventilation, air-conditioning system, or laundry system. As your lease provides, do not block or cover any of the heating, ventilation or air-conditioning ducts in your apartment.
- Immediately report to the management office any inoperable windows or doors.
- Immediately report to the management office any musty odors that you notice in your apartment.



City of Chicago  
Rahm Emanuel  
Mayor

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, 2015, based on information from the City Comptroller's Office, the interest rate to be paid on security deposits is 0.01%. This rate is based upon the average of the rates of interest, as of December 31, 2014, 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 Effective 2015:	0.01%
2014:	0.013%
2013:	0.023%
2012:	0.057%
2011:	0.073%
2010:	0.073%
2009:	0.12%
2008:	1.26%
2007:	1.68%
2006:	1.71%
2005:	1.01%
2004:	0.42%
2003:	0.52%
2002:	0.83%
2001:	3.10%
2000:	2.71%
1999:	2.63%
1998:	3.38%
Pre-July 1997:	5.00%

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, 121 N. LaSalle St. #1000.

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ATTACHMENT NO. 10

## REQUEST FOR REASONABLE ACCOMMODATION Resident Notification

I acknowledge that I have received a copy of *Applicant and Resident Notification-- Requests for Reasonable Accommodation* and have reviewed this notification with management.

Applicant/Resident Name: \_\_\_\_\_

Application/Unit #: \_\_\_\_\_

Applicant/Resident Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_ (Initial Certification/ Recertification)

Owner/Manager: \_\_\_\_\_

Date Signed: \_\_\_\_\_

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**Smoke-Free Lease Addendum**

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord (the Lease). This Addendum states the following additional terms, conditions, and rules which are hereby incorporated into the lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

1. Purpose of No-Smoking Policy. The parties desire to mitigate (i) the irritation and known health risks from secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iii) the increased risk of fire from smoking.
2. Definition of Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form, including e-cigarettes.
3. Smoke-Free Community. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.
4. Tenant to Promote No-Smoking Policy and to alert Landlord of Violations. Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly report to Landlord any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.
5. Landlord to Promote No-Smoking Policy. Landlord shall post no-smoking and/or smoke free signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.
6. Landlord is not a guarantor of smoke-free environment. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord is put on notice of the presence of cigarette smoke, via agent, personal knowledge, and/or written notice by a Tenant.
7. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. Tenant agrees that the other Tenants at the complex are the third-party beneficiaries of Tenant's smoke-free addendum agreements with Landlord, meaning that Tenant's commitments in this Addendum are made to the other Tenants as well as to the Landlord. A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.
8. Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of a smoke free living environment, and the efforts to designate the rental complex as smoke free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.

Landlord

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

Tenant(s)

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

Roosevelt Square Library Rental Housing does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs and activities. A senior executive has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988). You may address your request for review or reconsideration to: Senior Vice President, Related Management Company, LP, 423 W. 55th St, 9<sup>th</sup> Fl. NY, NY 10019, (212) 319-1200, NY TTY 1-800-662-1



DRAFT

LOW INCOME HOUSING TAX CREDIT PROGRAM LEASE RIDER

Dated: \_\_\_\_\_ Between

Roosevelt Square as Owner, and

\_\_\_\_\_ as Tenant

1. Tenant has made application to Owner for an apartment in the building located at \_\_\_\_\_, **Chicago, IL 60608** a development administered under the Low Income Housing Tax Credit (LIHTC) program under Section 42 of the Internal Revenue Code.
2. Tenant understands and agrees that Owner's determination of Tenant as an eligible Tenant is based solely upon the statements and representations made on Tenant's application for an apartment and other information given to the Owner by or on behalf of Tenant. Tenant hereby affirms that the statements, representations and other information given to Owner by or on behalf of Tenant are truthful and accurate. Tenant agrees that it shall be material breach of this Lease to give false, misleading or incomplete statements, representations or other information with the purpose of receiving approval of Owner as an eligible Tenant, which breach shall be grounds for termination of the Lease by Owner.
3. Owner has determined based on Tenant's representations to Owner that Tenant initially met the criteria for an eligible Tenant. Tenant understands and agrees that if during tenancy the household could no longer be considered as a qualified LIHTC household due to changes in household composition and/or student status, they may be required to vacate their unit upon 60 days written notice.
4. Tenant understands and agrees that they will be required to annually re-certify the household income and composition. Owner will contact Tenant to schedule the annual re-certification appointment to begin this process. Tenant agrees that it shall be a material breach of this Lease not to provide accurate and complete information and/or documents required to complete the Tenant's annual recertification.
5. Tenant understands and agrees that additional occupants will be allowed and/or disallowed only in accordance with local occupancy laws, the Owners' occupancy standards and upon receipt of written permission from the Owner.
6. Tenant understands and agrees they are not permitted to either sublet or assign this lease in whole or in part.
7. Requests for transfers to other apartments in the development are permitted. However, Tenant's request for transfer will be processed in accordance with LIHTC program requirements and the Owner's transfer policy.
8. At the expiration of the Low Income Period, Owner may charge Tenant the maximum rent allowed under state and local law upon the expiration of the lease in effect at that time and on all subsequent lease renewals.
9. During the Low Income Period, any renewal lease shall be subject to the conditions of this Rider.
10. In the event of any inconsistency between the provisions of this Rider and the printed form lease and any other riders, the provisions of this Rider will control.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Related Management Co.  
As Agent for Owner

\_\_\_\_\_  
Date



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