

Oakwood Pershing Apartments LLC
Leasing Packet

**THE COMMUNITY
BUILDERS**

Oakwood Pershing Apartments LLC

Leasing Packet

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2020 CHICAGO RESIDENTIAL LEASE IMPORTANT

MESSAGE FOR COMPLETING LEASE

- This lease is date sensitive and is up to date with local, county and state law for 2019. Do not use for subsequent calendar years. The lease will be updated annually.
- The attached lease is in a fillable PDF format to aid in its use.
- The lease must be used in its entirety. The lease, including REQUIRED attachments, is 40 pages.
- Fill in each blank. If not applicable use "N/A" or in the case of no security deposit use "None".
- Spaces are provided if you as an owner or owner's agents insist upon taking a security deposit.
- C.A.R. recommends avoiding the taking of security deposits due to the punitive nature of the Chicago RLTO.
- Please not that as a landlord, you are responsible for keeping abreast of legislation, which changes frequently.

Chicago Residential Lease

For Apartments, Condominiums, Single Family Homes, and Townhomes

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V7.0 2020

This Contract is Intended to be a Binding Real Estate Contract

Date of Lease	Term of Lease		Monthly Rent
	Lease Beginning Date	Lease Ending Date & Time	
/ / 2020			

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

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

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

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

Name(s) of persons authorized to occupy premises:	

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

Additional Agreements and Covenants:

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

Tenant(s) Signature:

Date: _____

Date: _____

Date: _____

Landlord(s) Signature:

Date: _____

Date: _____

Date: _____

Lead-Based Paint and Radon Disclosures (Separate Documents)

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

Protect Your Family From Lead in Your Home Pamphlet: ☒ Included in this Lease

Disclosure of Radon Hazards: ☐ Attached Separately ☐ Not Applicable

Radon Testing Guidelines Pamphlet: ☒ Included in this Lease

The tenant acknowledges they have received and executed separately the above applicable document(s).

Tenant Acknowledgment _____

Heating Cost Disclosure

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

Tenant Acknowledgment _____

Notice of Conditions Affecting Habitability

☐ None Known

☐ See Attached

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

Tenant Acknowledgment _____

Tenant hereby acknowledges receipt of the following:

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

Tenant Acknowledgment _____

LEASE COVENANTS AND AGREEMENTS

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

Tenant Acknowledgment _____

2. Tenant Inspection Prior to Occupancy: Building Code Violations. Tenant has inspected the Premises and all common areas of the property to which Tenant has lawful access during the Lease Term, and is satisfied with their general condition and appearance. Tenant acknowledges that there have been no representations, promises or other undertakings by Landlord, or any agent of Landlord, made to induce Tenant to enter into this Lease, except those expressly made in writing, relative to the repairs, decorating, additions to, or removal of any portion of the Premises or of the property.

Tenant further acknowledges that attached hereto are copies, if any, of notices received from the City of Chicago during the twelve months prior to the date hereof concerning code violations, and copies of notices from any utility provider regarding termination of utility services.

Tenant Acknowledgment _____

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

Tenant Acknowledgment _____

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

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

6. Returned Bank Items. If any check or other bank instrument tendered for payment of any tenant obligation hereunder is returned for insufficient funds, Tenant shall pay Landlord a \$50 fee as additional rent. Landlord shall further have the right to demand that any such returned item be replaced by a cashier's check or money order. If Tenant tenders more than two checks or bank drafts during the term of this Lease which are returned for insufficient funds, Landlord shall have the right to demand that all future obligations hereunder be paid by cashier's check or money order.

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

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

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

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

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

12. Assignment. (Not Applicable to Public Housing Units) Tenant shall not assign this Lease without the prior written consent of Landlord

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RULES AND REGULATIONS

1. Unless permitted on page one, no animals are permitted on the property and in the Premises without Landlord's prior written consent, which consent is deemed a license revocable with 10 days written notice by Landlord.
2. Entry ways, passages, public halls and common areas may not be obstructed in any way, and may not be used for storage, recreation, congregation or play, or in any manner that might endanger any occupant, invitee or licensee of the building.
3. All deliveries, except for small packages and mail, must be made through the rear or service entrance, or a special entrance designated for special deliveries.
4. Tenant shall not permit anything to be thrown out of the windows or from the balconies of the building.

5. No vehicle or bicycle is allowed in the Premises, building or any common area of the property, unless there is a specific area designated for same.

6. Incinerators and waste receptacles shall be used in accordance with posted signs, and all items placed therein shall be neatly packaged and deposited. No explosive device or any parcel or item shall be deposited therein which could cause danger.

7. Except for political signs during campaign season, no sign or advertisement shall be placed in, around or upon any common area of the premises or building without prior written consent of Landlord, which consent shall constitute a license revocable immediately upon written notice of Landlord.

8. No items of personal property shall be placed in, around or upon any common area of the building.

9. No noise or other sound is permitted which disturbs the other occupants from quiet enjoyment of their apartment or common areas of the property.

10. No cooking, baking or similar activity is permitted outside the kitchen area, except when grills are allowed on the balcony of an apartment. However, any liability or loss arising from the use or operation of a grill shall be borne by Tenant.

11. No vertical or horizontal projection, machinery, device or receiver of any type, including satellite dishes, shall be attached in, around or upon any part of the Premises or the property without Landlord's written consent.

12. No unsightly or unsanitary practice which could undermine the sanitation, health or appearance of the building interior or exterior shall be permitted.

13. No activity carried on within the Premises or common areas of the property will be permitted which threatens the health, safety or property of any building occupant, or of Landlord.

14. Plumbing and electrical facilities in the Premises shall be maintained diligently and neatly at all times.

15. The use of water furniture is prohibited.

16. If the building is served by an elevator, Tenant must reserve move-in and move-out times in accordance with Landlord's policies.

17. These Rules and Regulations are not exhaustive and may be supplemented or modified from time to time upon written notice to Tenant.

Preventing **BEDBUG** Infestations in Apartments

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

Why is this brochure being provided to me?

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

What are bed bugs?

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

What do bed bugs look like?

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

Where do bed bugs live?

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



How can bed bugs get into an apartment?

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

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

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

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

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

Do bed bugs transmit disease?

No, bed bugs are not known to transmit disease.

Are there other health concerns related to bed bugs?

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

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

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

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

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

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

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

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

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

What are my responsibilities as a tenant under this ordinance?

Tenants have two main responsibilities under this ordinance:

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

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

Are there any exemptions to these tenant responsibilities?

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

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

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

What are my rights as a tenant under this ordinance?

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

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

What are my landlord's responsibilities under this ordinance?

Landlords have three main responsibilities under this ordinance:

- 1) Educate tenants about bed bugs by providing this brochure when tenants sign a new or renew an existing lease or other rental agreement.

- 2) Notify tenants prior to any inspection or treatment of their apartment for bed bugs and provide instructions for preparing the apartment.
- 3) Get rid of the bed bug infestation by providing pest control services by a pest management professional and paying for this service.

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

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

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

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

Do these requirements apply to condominiums or cooperative building?

Yes, but only to units that are being rented.

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

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

What should I do if my landlord is not responsive?

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

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

www.cityofchicago.org/health

Follow us on Twitter & Facebook



@ChiPublicHealth



/ChicagoPublicHealth





Protect Your Family From Lead in Your Home



Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

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

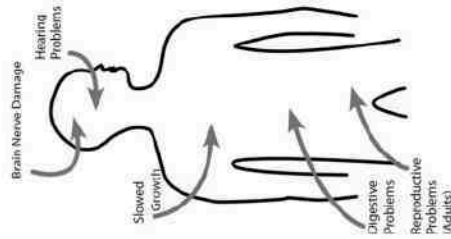
Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.



Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.



Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
 - You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
 - To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.
- Always use a certified contractor who is trained to address lead hazards safely.**
- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
 - To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

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

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

Other Sources of Lead

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

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal or lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6571

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8398

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3665
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WVWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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

EPA-747-K-12-001
September 2013

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



Radon Testing Guidelines for Real Estate Transactions

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

Recommendations for Real Estate Transactions

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

Test Options for Real Estate Transactions

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

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

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

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

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



When do you average radon test results?

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



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

Rev. 12/9/2007 (IEMA 018)

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

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

Disclosure of Radon Information

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

When Testing

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

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

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

Where the test should be conducted

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

- a family room, living room, den, playroom, bedroom, workshop, or exercise room;
 - in the lowest level suitable for occupancy, even if it isn't currently used but could be, without renovating.
- For instance, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test should be performed in the basement and in at least one room over the crawl space and slab-on-grade area. If an elevated radon concentration is found and confirmed in one of these areas, fix the house.

DO NOT MEASURE:

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

The detector should be placed:

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

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

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

After a radon reduction system is installed

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

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

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

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



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

Printed by the Authority of the State of Illinois IEMA 018 12/09/07 Print Color 4/18K



CITY OF CHICAGO RESIDENTIAL LANDLORD AND TENANT ORDINANCE SUMMARY



Lori E. Lightfoot
Mayor of Chicago

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

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

IMPORTANT NOTICE

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

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

- Rental units with written or oral leases (including all subsidized units such as CHA, IHDA, Section 8 Housing Choice Vouchers, etc.) **EXCEPT**
- Units in owner occupied buildings with six or fewer units.
- Units in hotels, motels, rooming houses, unless rent is paid on a monthly basis and unit is occupied for more than 32 days.
- School dormitory rooms, shelters, employee’s quarters, non-residential rental properties.
- Owner occupied co-ops and condominiums.

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

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

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

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

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

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

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

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

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

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

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

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

Minor Defects

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

Major Defects

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

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

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

- 4) Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold the monthly rent an amount that reasonably reflects the reduced value of its premises. Rent withholding cannot start until after the 24 hours expires and applies only to days past the 24-hour waiting period; OR (eff. 1-1-92)

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

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

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

- If a fire damages the unit to an extent that it is in material noncompliance with the Code and the tenant, tenant's family or guests are not responsible for the fire or accident, the tenant may:

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

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

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

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

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

WHAT HAPPENS IF A TENANT PAYS RENT DUE AFTER THE EXPIRATION OF THE TIME PERIOD SET FORTH IN A

TERMINATION NOTICE? {MUN. CODE CH. 5-12-140 (g) CH. 5-12-130 (g)}

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

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

- If the tenant fails to pay rent, the landlord, after giving five days written notice to the tenant, may terminate the rental agreement.
- If the tenant fails to comply with the Code or the rental agreement, the landlord, after giving 10 days written notice to the tenant, may terminate the rental agreement if tenant fails to correct the violation.
- If the tenant fails to comply with the Code or the rental agreement, the landlord may request in writing that the tenant comply as promptly as conditions permit in the case of emergency, or within 14 days. If the breach is not corrected in the time period specified, the landlord may enter the dwelling unit and have the necessary work done. In this case, the tenant shall be responsible for all costs of repairs.

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

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

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

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

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

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

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

WHERE CAN I GET A COPY OF THE ORDINANCE?

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

Approved by the City of Chicago, June 2013; Summary Revised 2016



RESIDENTIAL LANDLORD AND TENANT ORDINANCE

Rate of Interest on Security Deposits

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

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

Under Chapter 5-12 of the Municipal Code of Chicago sections 5-12-081 and 5-12-082, the City Comptroller shall calculate and announce on the first business day of each year, the rate of interest to be paid on security deposits. As of Jan. 1, 2020, based on information from the City Comptroller's Office, the interest rate to be paid on security deposits is 0.01%.

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

SECURITY DEPOSIT INTEREST RATE

Jan. 1-Dec. 31, 2020: 0.01%

2015 to 2019: 0.01%	2008: 1.26%	2001: 3.10%
2014: 0.013%	2007: 1.68%	2000: 2.71%
2013: 0.023%	2006: 1.71%	1999: 2.63%
2012: 0.057%	2005: 1.01%	1997: 3.38%
2011: 0.073%	2004: 0.42%	Pre-July 1997: 5%
2010: 0.073%	2003: 0.52%	
2009: 0.12%	2002: 0.83%	

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



ORDENANZA DE RESIDENCIAS PARA DUEÑOS E INQUILINOS (ARRENDATARIOS) *Tarifa de Interes en Depositos de Seguridad*

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

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

Bajo el Capitulo 5-1 2 del Codigo Municipal de Chicago, secciones 5-12-081 y 5-12-082, el controlador de la Ciudad debera calcular y anunciar con el primer día de negocios de cada año, la tarifa de interés con la que los depósitos de seguridad serán pagados. Empezando Enero 1, del 2020 basado en la información de la Oficina del Controlador (City Comptroller's Office), la tarifa de interés en depósitos de seguridad es de 0.01 por ciento. Esta tarifa esta basada en un promedio del interés de las cuentas de ahorros regulares de los siguientes tipos de cuentas de Chase Bank, **el cual es el banco comercial que tiene mas sucursales localizadas en la Ciudad de Chicago:** Libras de Ahorros 0.01 por ciento; Dinero Asegurado por la Bolsa 0.01 por ciento; y Certificado de Deposito por seis meses (basado en depósitos de \$1,000) 0.01 por ciento.

TARIFA DE INTERES DEPOSITO DE SEGURIDAD

Enero 1-Diciembre 31, 2020: 0.01%

2015 - 2019: 0.01%	2008: 1.26%	2001: 3.10%
2014: 0.013%	2007: 1.68%	2000: 2.71%
2013: 0.023%	2006: 1.71%	1999: 2.63%
2012: 0.057%	2005: 1.01%	1997: 3.38 %
2011: 0.073%	2004: 0.42%	Antes de Julio 1997:
2010: 0.073%	2003: 0.52%	5%
2009: 0.12%	2002: 0.83%	

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

RECYCLING INFORMATION FOR TENANTS

The Chicago Recycling Ordinance requires landlords to educate tenants about the city's single-source recycling program.

Recyclables should be deposited loose (not bagged) into the blue cart. You do not need to separate different types of recyclables.

Recycle:

- **Aluminum and Steel Cans.** Empty and rinse.
- **Food and Beverage Cartons.** Empty and replace cap.
- **Bottles and Jars.** Empty and Rinse.
- **Mixed Paper, Mail, Newspaper, Magazines.**
- **Flattened, Clean Cardboard.**
- **Plastic Bottles Containers (Kitchen, Laundry, Bath).** Empty and Replace Cap.

Do not recycle:

- Plastic Bags.
- Food or Liquid (empty all containers).
- Tanks.
- Tanglers (no hoses, wires, chains, or electronics).
- Garbage.
- Recyclables should not be in bags.

ITEMS NOT TO RECYCLE

- Tissue products (e.g. facial tissue & napkins)
- Stickers and labels
- Candy wrappers
- Rubber bands



"When in doubt, leave it out"

Here's what you need to know about recycling while living at the Premises:

1. **Where?** Containers are located _____.
2. **When?** Recycling pick-ups occur _____.
3. **Who?** _____.
4. **Need help?** Please call _____.

RIDER TO LEASE AGREEMENT

Address: _____, Chicago, IL 60653

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

1. **Tenant Payments and Responsibilities.** Tenant shall pay to Landlord:
 - a. All Rent.
 - b. All collection fees, late charges or other costs related to late Rent.
 - c. All cost for repairs, replacement cleaning, locks or other charges as incurred or as provided for in the Lease and this Rider.
 - d. All monies owed by Tenant to Landlord arising from this Lease or any parking lease or license between Tenant and Landlord.
 - e. Fee for missing or removed smoke and carbon monoxide detectors (cost plus \$150.00 each).
 - f. Damage charges for moving through the front stairs and hallways (a minimum of \$200.00 per occurrence, except for the following buildings 3711 S. Vincennes, 3750 and 3755 S. Cottage Grove).
 - g. All costs and expenses (including Landlord's attorneys' fees) incurred by Landlord in attempting to enforce the provisions of the Lease or otherwise incurred by Landlord as a result of Tenant's breach of the covenants or agreements of the Lease or Tenant's use or occupancy of the Property (to the extent allowed pursuant to the City of Chicago Residential and Landlord and Tenant Ordinance or other applicable laws).
 - h. All additional garbage charges for the apartment beyond customary amounts.
 - i. All utility bills for the apartment, unless specified otherwise in the Lease (not including any common area utility charges).
2. **Rent Payment.** All Rent is due in Oakwood Shores Apartment's designated offices by the 1st day of each month. Any Rent received after the 5th day of the month will be considered late and that month's Rent shall be increased by a "Late Fee". To the extent permitted by applicable law, the late fees will be charged in accordance with Mun. Code CH. 5-12-140 (h); \$10 on rents under \$500 plus 5% on rent exceeding \$500. The Late Fee shall constitute additional Rent which is due and owing and shall be paid to Landlord as Rent. Rental Payments must be made by check, money order or cashier's check. No cash will be accepted. It is Tenant's responsibility to ensure that payment is delivered in sufficient time. Landlord reserves the right to demand payment of Rent by money order or cashier's check. No event, circumstance or condition, including without limitation, the failure to or inability of the Landlord to make any repairs or to provide any services, shall form the basis of any claim or setoff for damages against Landlord, nor a basis for an abatement of Rent, nor a cause for termination of the Lease. Tenant acknowledges and agrees that the payment of Rent is an independent covenant and that Tenant shall not be entitled to abate Rent for any reason whatsoever unless such a right is expressly set forth in the Lease.
3. **NSF Checks and Stop Payments.** All payments that are dishonored shall constitute a late payment retroactive to the date of tender by Tenant, and Tenant shall pay, as additional Rent, a charge of \$50.00, in addition to any Late Fees, in accordance with Paragraph 2 of this Rider. Any Tenant who has two (2) returned checks will be required to make all future payments by money order or cashier's check.
4. **Renter's Insurance & Tenant Property.** It is understood that all of Tenant's personal property in the apartment and elsewhere in the building shall be stored at Tenant's risk. Landlord does not insure Tenant's personal property against loss for any reason. Storage, if available, is unsecured and is provided at Tenant's risk. If tenant procures renter's insurance during the term of the Lease, it is required that renter names the Landlord as an additional insured.
5. **Damages In Event of Fire.** Nothing contained in this Lease shall make the Landlord liable to the Tenant for damages in the event of fire, explosion or other casualty nor impose upon Landlord any obligation to make repairs which are more extensive or different from those required by state, federal, local law or ordinance.
6. **Monthly Smoke Detector and Carbon Monoxide Detector Check.** Tenant agrees to check all smoke detectors and carbon monoxide detectors in the apartment on a monthly basis and immediately replace batteries as necessary or be subject to charge as outlined in Rules and Regulations. Tenant agrees to immediately inform Landlord of missing or malfunctioning detectors.
7. **Moving.** All move ins and outs must be done through the rear or service stairs. If Tenant moves in or out through the front hallways and stairs where applicable Tenant will be assessed for damages.
8. **Keys.** Tenant shall not alter, replace or add locks, bolts or any other attachments to the door without Landlord's written consent. Landlord must, at all times, have a key which will allow full access to the apartment. The Tenant agrees that he/she will not use any other locksmith other than that locksmith recommended by the Landlord. The Tenant is responsible for all fees related to new locks or keys if the lock to the apartment or the Property requires changes due to the Tenant's negligence or loss thereof. Any keys that are lost or broken by the Tenant will be replaced by the Landlord at the cost of \$10.00 per key. If the Tenant is locked out of the apartment and requires Oakwood Shores Apartments to provide access into the apartment, the Tenant shall pay \$30.00 during office hours and \$75 after office hours. Said charges will appear on tenant ledger and shall be additional rent.
9. **Locks.** Tenant shall not alter any lock or install a new lock, or knocker, or peephole, or any other attachment without the written consent of the OWNER or OWNER'S AGENT. If approved, a key must be provided to OWNER'S AGENT.
10. **Laundry Facilities.** Laundry facilities, if any, are provided as a convenience to the Tenant. Landlord shall not be liable or responsible to Tenant for failure of any laundry machine to operate or for any damage to clothing. The Tenant agrees to clean up any dirt, lint and other debris or garbage that he/she causes to be in the laundry room. Tenant shall not install any washers, dryers or laundry machines in the apartment, the laundry facility or any other part of the Property.
11. **Storage.** Tenant must store all items in the designated storage areas, if any. Storage is not permitted in the common areas of the Property.
12. **Motor Vehicles.** Maintenance work on any motor driven vehicles, and washing on the premises is prohibited.

13. Pets. When entering or leaving the Property with a dog, you must use the back entrance. Any damage done to the front entrance due to your animal will be assessed a \$100.00 damage fee. In addition, it is your responsibility to pick up after your pet. If a service has to be hired to clean up after your pet, you will be assessed a \$100.00 fee to cover the service. No pets are allowed in or around the building without written consent of the OWNER or OWNER'S AGENT. In addition, guests are not permitted to bring pets to the premises.

14. Porches and Stairwells. The porch or deck of this building should be designed for a live load of up to 100 pounds per square foot and is safe only for its intended use. Protect your safety. Do not overload the porch or deck. If you have questions about porch or deck safety, call the City of Chicago non-emergency number, 311. All porches and stairwells attended, attached or appurtenant to the building and/or apartment or Property of which Tenant's apartment unit is a part of, are for ingress and egress exclusively. At no time shall Tenant's occupants or guests, licensees or invitees congregate or meet thereon for reasons other than specifically stated herein. Porches and stairwells are to be occupied by no more than three persons at any one time (except for ingress and egress only) and shall not be used for storage or grilling.

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

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

17. Extension Cords. Running extension cord wiring for electrical appliances or fixtures is in VIOLATION of the Municipal Code (18-27-210.25) and is therefore prohibited.

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

19. Lead Warning Statement & Disclosure of Information on Lead-Based Paint and/or Lead-Based Hazards. HOUSING BUILT BEFORE 1978 MAY CONTAIN LEAD-BASED PAINT. LEAD FROM PAINT, PAINT CHIPS AND DUST CAN POSE HEALTH HAZARDS IF NOT MANAGED PROPERLY. LEAD EXPOSURE IS ESPECIALLY HARMFUL TO YOUNG CHILDREN AND PREGNANT WOMEN. BEFORE RENTING PRE-1978 HOUSING, LANDLORDS MUST DISCLOSE THE PRESENCE OF KNOWN LEAD-BASED PAINT AND/OR

LEAD-BASED HAZARDS IN THE DWELLING. TENANT MUST ALSO RECEIVE A FEDERALLY APPROVED PAMPHLET ON LEAD POISONING, PREVENTION. Landlord has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards on the Property. Tenant acknowledges receiving from Landlord copies of all information regarding lead-based paint and/or hazards on the Property. Tenant acknowledges receiving the pamphlet *Protect Your Family From Lead in Your Home*.

20. Property Upkeep. During the winter months, Tenant will lower and close all storm windows in the unit. Tenant will install a shower curtain for the purpose of protecting the walls which surround the tub. Tenant is responsible for changing and replacing light bulbs. Tenant shall use a cutting board and agrees not to cut directly on the countertops. The Tenant shall maintain the Unit and the areas assigned to the Tenant for the Tenant's exclusive use in a clean condition. The Tenant shall use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended. The Tenant shall assure that all members of Tenant's household, and any guest or visitor shall not litter, destroy, deface, damage or remove any part of the Unit, common areas or grounds. The Tenant shall remove rubbish, trash, garbage and other waste from the Unit in a sanitary and safe manner and deposit household rubbish, trash, garbage and other waste inside disposal receptacles provided by the Landlord. Charges for excessive maintenance above and beyond normal wear and tear will be charged to the Tenant and become payable each month at the rate of \$30.00 per hour. Any damage to the apartment caused by the Tenant and repaired by the Landlord during the term of the Lease will be charged to the Tenant. Broken windows, glass doors and carpentry work will be assessed and charged at the current local rate for the necessary labor and supplies. The Tenant will be presented with a bill which is made payable with the subsequent month's Rent.

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

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

23. Landlord Rental Expenses. Tenant agrees that if it vacates the apartment prior to the expiration of this Lease and does not provide a qualified sub-tenant (*Not applicable to LIHTC/PHA units*), in Landlord's sole discretion, to Landlord to fully perform the Tenant obligations remaining under the term of the Lease, it will cause Landlord to incur substantial administrative

expenses in re-renting the apartment (including, but not limited to, rental fees, showing expenses, advertising expenses, rental commissions, application expenses, office and leasing schedule coordination). Furthermore, Landlord reserves the right to pursue Tenant for all unpaid rent for the remainder of the term and all additional damages caused by this or any other breach.

24. Short-Term Renewal. In the event Tenant desires to renew the Lease for a term of less than one year, Landlord may consent to such short-term renewal in Landlord's reasonable discretion and shall be entitled to a 10% increase for lease renewals less than 12 months and more than 5 months and a 20% increase for lease renewals that are 5 months or less 2 months. *(Not applicable to LIHTC/PHA units).*

25. Tenant Termination. Tenant may terminate this Lease with Landlord's written approval, and by delivering to Landlord a "Buy-Out Fee" equal to three months' Rent, whereupon the Lease shall terminate on the last day of the next full month. The Buy-Out termination must accompany Tenant's notice to vacate. Rents shall continue to be due up to and through the last day of the last month of occupancy. Payment of the Buy-Out Fee will waive the Rental Fee. If not approved, Landlord shall return the Buy-Out Fee to the Tenant. A buy-out releases tenant from any future obligations from the lease. In contrast a tenant remains liable for all leasehold obligations under a sub-tenant agreement. *(Not applicable to LIHTC/PHA units).*

26. Sublease. All subtenants must complete Landlord's Application for apartment and be approved by Landlord in Oakwood Shores Apartments' sole discretion before moving into the apartment. The landlord shall accept a reasonable sublease proposed by the tenant without an assessment of additional fee or charges *(Not applicable to LIHTC/PHA units).*

27. Forwarding Address. Tenant must provide Landlord with Tenant's forwarding address, in writing, at 3859 S. Vincennes, Chicago IL 60653.

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

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

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

Refrigerator cleaning	\$75.00
Range/oven cleaning	\$75.00
Cabinet cleaning	\$25.00 each
Refacing Counter	\$25.00

Apartment/building key	\$75.00 each
Mail box Key Replacement	\$25.00 each
Light bulb replacement	\$ 8.00 each
Trash removal/excessive cleaning	\$ 30.00/hour
Maintenance	\$ 40.00/hour
Carpet cleaning	\$ varies based size of unit
Keys	\$ 295.00/set

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

31. Tenant Disturbances. No noise or music shall be permitted at any time which in any way disturbs other occupants of the Property. The Tenant shall assure that all members of Tenant's household, and any guest or visitor, or any other person in Tenant's unit lives in a peaceful way, respecting the right of other tenants to comfort, safety, privacy, security, and peaceful enjoyment. In the event of complaints from neighbors or janitors, the Tenant will be subject to eviction procedures as set forth by local ordinance.

- a) Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of the tenant's household or any guest or other person under the tenant's control, shall not be a cause for termination of assistance or tenancy of the tenant or immediate member of the tenant's family, if the household is either a victim or threatened victim of that domestic violence, dating violence, or stalking.
- b) TCB will initiate eviction proceedings against a household member listed on a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.
- c) TCB retains authority, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- d) TCB continues to maintain the right and authority to evict a tenant, including a victim of domestic violence, for any violation of the lease not premised on the act or acts of domestic violence in question against the tenant or a member of the tenant's household, provided that the TCB does not subject such an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- e) TCB continues to maintain the authority to terminate the tenancy of any tenant if TCB can demonstrate an actual or imminent threat to others or those employed at or providing services to the property, if the tenant's tenancy is not terminated.
- f) Any provisions of Federal, state or local laws that provide greater protection for victims of domestic violence, dating violence, or stalking can supersede the specific lease provisions related to protection for victims of domestic violence.

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

- 33. Tenant Agents, Contractors, Guests or Invitees.** Tenant agrees, acknowledges and understands that it shall be responsible for and shall hold Landlord harmless from and against any claims, losses, damages or liabilities caused by Tenant or its agents, contractors, guests or invitees.
- 34. Children.** Children under the age of 13 must be under the supervision of a parent or a responsible individual over the age of 18 whether indoors or outdoors. The police and/or social services will be contacted if children under the age of 13 are left alone in the apartment.
- 35. Guests.** You are responsible for the actions of your guests. You must inform guest(s) of all the Rules and Regulations. If a resident or their guest breaks the Rules and Regulations, it is grounds for termination of tenancy. In addition, if your guest breaks the Rules and Regulations, they may be barred and/or arrested for criminal trespassing. If a resident is seen in the company of a barred person on the property, this is grounds for termination of tenancy.
- 36. Overnight Guests.** Any person or child, who is an overnight visitor more than 7 consecutive nights or more than 10 nights in a calendar month, shall be considered an unauthorized occupancy and shall be lease violation and grounds for lease termination without the written consent of the Landlord.
- 37. Barred Guest.** Oakwood Shores Management has the right to bar individuals from the property. If you, your guests or any member of your household permits barred individuals on the premises, it shall be a material lease violation and grounds for eviction.
- 38. Criminal Activity.** Your lease may be terminated for criminal activity, including but not limited to drug related criminal activity, by any Tenant, or household member on or off the premises. Your lease may also be terminated for any criminal activity, including but not limited to, any drug related criminal activity by any Tenant and or household member that occurs away from or not on the premises.
- 39. Firearms.** To the extent permitted by federal, state and local law, it shall be a material lease violation for any tenant, family member, household member, guest or person under tenant's control to possess, display, threaten to possess or display a firearm, ammunition, explosive device or firework on the premises or common areas other than required for lawful employment. Tenant is required to provide verification from the employer that it is necessary for the individual to keep and use the firearm as part of their employment; and provided further that the individual shall not keep or use the firearm on or near the premises except in the course of the individual's duties as a police or public safety officer. FIREARMS – BAN OF CONCEALED FIREARMS, as of 2014, the firearm concealed carry act took effect in IL. The Act empowers owners of private real property the ability to prohibit concealed firearms on the property. To the extent permitted by federal, state and local law, concealed firearms are banned on the property includes guests visiting the residents.
- 40. Alcohol.** Tenant agrees, acknowledges and understands that Tenant and its agents, contractors, guests and invitees are expressly prohibited from consuming, storing or using alcoholic beverages in, on, under or across any of the common areas in the Property, including any porches, hallways, balconies or stairways. Tenant shall hold Landlord harmless from and against any liabilities arising out of the use or consumption of alcoholic beverages on the Property by Tenant or its agents, contractors, guests or invitees.
- 41. Drug Use.** Your lease may be terminated if a determination is made by the Owner that a household member is illegally using a drug.
- Your lease may be terminated if a determination is made by the Owner that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - The Tenant shall not engage in, and shall assure that all members of Tenant's household do not engage in the manufacture or production of methamphetamine at the property.
 - The Tenant shall not engage in, and shall assure that all members of Tenant's household, and any guest or visitor of the Tenant does not engage in any illegal use of drugs, or pattern of illegal use of drugs, or abuse of alcohol, or pattern of abuse of alcohol that interferes with the health, safety, or right of peaceful enjoyment of other tenants.
- 42. Cannabis.** It shall be a material lease violation for any tenant, family member, household member, guest or person under the tenant's control to possess, distribute and/or use Cannabis.
- 43. Smoking.** Resident agrees and acknowledges that the premises to be occupied by resident and members of resident's household have been designated a smoke-free living environment. Resident and members of resident's household shall not smoke anywhere in the unit rented by resident, or in the common areas of the building where the resident's dwelling is located, including but not limited to the lobby, reception areas, vestibule, hallways, elevators, stairwells, community rooms, bathrooms, laundry rooms, and offices. Additionally, no smoking is permitted within 25 feet of the building's entry ways, porches and patios. This policy applies to all residents, guests, visitors, service personnel and employees. The Landlord is not a guarantor of a Smoke Free environment. Lessee acknowledges that Landlord's adoption of a smoke free living environment and the efforts to designate the apartment community as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Lessee's health or of the smoke-free condition of any apartment or the apartment community.
- 44. Material Non-compliance.** Your lease agreement may be terminated for material non-compliance with lease terms. Material non-compliance is defined as "(1) one or more substantial violations of this Agreement, (2) repeated minor violations of this Agreement which disrupt the livability of the project, adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities, interfere with the management of the project, or have an adverse financial effect on the project". Such serious or repeated violation of terms may include but shall not be limited to:
- The failure to pay rent or other payments when due.
 - Repeated late payment of rent.

- c) Failure to pay utility bills when Tenant is responsible for paying utility bills directly to the supplier of utilities.
- d) Serious or repeated damage to the Unit, or acts or omissions that create physical hazards in the Unit, common areas, grounds, or parking areas of the Property.
- e) Any fire in the Unit or at the Property caused by the Tenant, household members or the actions or neglect of guests or visitors.
- f) Landlord discovers a misrepresentation of family income, assets, or composition, or a misrepresentation in any certification, consent to release of information, or in the documentation of family income, eligibility or composition, in the application for admission, or at the time of re-determination.
- g) The Landlord may terminate the Lease if the Tenant or any household member is subject to the 10 year registration requirement under the State of Illinois' Sex Offender Statute, and/or subject to a lifetime registration requirement under a State sex offender registration program.
- h) Fraud against any government entity or agency or involving any government program.
- i) The Landlord may terminate the Lease if the Tenant, any household member, or any guest or visitor of the Tenant engages in any drug-related criminal activity on or off the premises. The Landlord may terminate the Lease if any other person under Tenant's control engages in any drug-related criminal activity on the Property

45. Acceptance of Rent after Tenant Breach. Rent accepted by

Landlord after Tenant breach of this agreement will be retained for use and occupancy of the Apartment and shall not serve to extinguish Landlord's rights or remedies hereunto relative to any

lawsuit that may be filed or in progress at the time of the Tenant breach.

46. Short Term Housing. Except to the extent expressly allowed by applicable law, Tenant is strictly prohibited from soliciting or allowing non-residents who are solicited via any online services, social media or other outlets (including without limitation, Air-BNB) to temporarily occupy the Premises in exchange for fees, rent or other considerations. Tenant acknowledges that engaging in such practice may pose safety and security risks, harm, and damage to the Premises, the Building or other residents and cause for termination of the lease. The Tenant shall report any change in the membership of the household and shall request and obtain written permission from the Landlord in advance of any increase in household size for reasons other than the birth, adoption or court ordered custody of a child. Any and all occupants, roomers, boarders and/or sublessors must be approved by the Landlord in writing. Such approval will not be unreasonably withheld.

47. Termination of the Lease. The Tenant shall obey the Rules and Regulations of the Property, and the Pet Rules of the Property. The Rules and Regulations of the Property and the Pet Policy are incorporated into the Lease by reference and are made part of the Lease. The Landlord agrees to post the Rules and Regulations of the Property and the Pet Policy in a conspicuous location in the management office of the Property. The Tenant agrees that the Landlord may revise the Rules and Regulations of the Property and the Pet Policy from time to time during the Term of the Lease. The Landlord agrees to notify the Tenant no less than thirty (30) days before making any revisions to the Rules and Regulations of the Property and the Pet Policy. All such notices to the Tenant shall include a copy of the proposed revisions to the Rules and Regulations of the Property and the Pet Policy, shall explain the reasons for the revision, and shall inform the Tenant of the right to make written comments. The Landlord may provide such notices to the Tenant by delivering or mailing a copy of the notice to the Tenant, or by posting the notice in the management office for the property and in no less than three (3) conspicuous places in each building of the Property.

Tenant

_____ Signature	_____ Date	_____ Signature	_____ Date
_____ Signature	_____ Date	_____ Signature	_____ Date
_____ Signature	_____ Date	_____ Signature	_____ Date

Landlord, by Oakwood Shores Apartments, an Illinois Limited Liability Company

Oakwood Shores Apartments Phase , SOLELY AS LEASING AGENT ON BEHALF OF THE OWNER BY:

Management Signature Date

NO SMOKING LEASE ADDENDUM

Date _____ Property Address _____ Unit Number _____

Resident Name _____

Resident Name _____

The following terms, conditions and rules are hereby incorporated into the Rental Agreement for the above unit effective _____.

- 1. Definition.** The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, pipe, or other tobacco product or similar lighted product in any manner or in any form.
- 2. Smoke-Free Complex and No Smoking Policy.** Resident agrees and acknowledges that the premises to be occupied by resident and members of resident’s household have been designated a smoke-free living environment. Resident and members of resident’s household shall not smoke anywhere in the unit rented by resident, or in the common areas of the building where the resident’s dwelling is located, including but not limited to the lobby, reception areas, vestibule, hallways, elevators, stairwells, community rooms, bathrooms, laundry rooms, and offices. Additionally, no smoking is permitted within 25 feet of the building’s entry ways, porches and patios. This policy applies to all residents, guests, visitors, service personnel and employees.
- 3. Lease Violation.** Residents are responsible for the actions of their household, their guests and visitors. If you are observed in violation of this Addendum it will constitute both non-compliance of a material provision of the lease agreement and a serious violation of the lease agreement. In addition, Resident will be responsible for all costs to remove smoke odor or residue upon any violation of this Addendum.

Resident Signature

Date

Management Agent for Owner

Date

Resident Signature

Date

To: Chicago IL 60653

Re: Oakwood Shores Apartments
3859 S. Vincennes
Chicago IL 60653

Security Deposit Receipt

1. The following individual represents the Owner and is responsible for the care, maintenance and repair of the property, as well as being authorized to receive notices of violations and accept service of process on behalf of the Owner:

**Oakwood Shores Phase
3859 S. Vincennes Chicago, IL 60653
773.373.1300**

2. The Owner acknowledges receipt of a security deposit in the amount of \$_____. The security deposit is equal to the resident contribution for one month.
3. Your security deposit is being held in: **Bank of America, 1212 S. Ashland, Chicago, IL 60608.**
4. Security deposits are held in separate, interest-bearing accounts.
5. Interest shall be paid during each year of tenancy.
6. At the end of tenancy, the security deposit shall be returned within 30-45 days, less lawful deductions for any damage to the premises.
7. In the event that there are damages, the Owner shall provide to the Resident a written list of those damages and the estimated cost of repair, as the Resident shall be responsible for payment associated with damages.

I hereby acknowledge this Security Deposit Receipt.

()

Head of Household Signature

Date signed _____

()

Spouse/Co-Tenant Signature

Date signed _____

Oakwood Shores Management

Date signed _____

Addendum to Lease: Utilities

Notwithstanding anything to the contrary set forth in the Lease, Resident and the Owner agree that the Resident's Lease for the Apartment is subject to the additional terms and conditions of this Addendum (the "Utilities Addendum"). The terms and conditions of the Utilities Addendum are made part of the Lease:

- (a) The property will pay for the following items, if checked: ☐gas; ☒water; ☐electricity; ☒trash; ☐cable TV; ☐master antenna; ☐internet service; ☐other utilities _____.
- (b) The resident must pay for all other utilities, including, without limitation, related deposits applicable provider fees (including any fees to change service back into our name after you move out) and any charges or fees on such utilities, during your Lease term. You must not allow any utilities (other than cable TV) to be cut off or switched for any reason - including disconnection for not paying your bills - until the Lease term or renewal period ends.
1. If a utility is individually metered, it must be connected in your name no later than one (1) business day after the lease commencement date and you must notify the utility provider, in advance, of your move-out date so the meter can be timely read. If you delay getting it turned on in your name by lease commencement or cause it to be transferred back into our name before you surrender or abandon the apartment, you'll be liable for a \$10/month charge, plus the actual or estimated cost of the utilities used while the utility should have been connected in your name.
 2. If you are in an area open to competition and your apartment is individually metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as ours, unless you choose a different provider. If you choose or change your provider, you must give us written notice.
 3. If a utility is submetered or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules (the "Allocation Addendum"). To the extent applicable, the Allocation Addendum supersedes this Utilities Addendum solely with respect to the submetered or prorated utilities.

The undersigned hereby acknowledge, agree to and accept in full the terms and conditions of this Utilities Addendum.

Resident:

(Signature of Head of Household) Dated: _____

(Signature of Head of Household) Dated: _____

(Signature of Adult Household Member) Dated: _____

CITY OF CHICAGO

Department of Housing - HOME Form Lease Rider

OWS 1A, 1B and 2A HOME Units Only

This HOME Form Lease Rider ("Rider") is hereby made a part of that certain Chicago Residential Lease ("Car Form") to which it is attached which identifies a landlord ("Landlord") and a tenant ("Tenant") for the apartment identified therein (the "Apartment"). The "Car Form" together with all attachments, including but not limited to this Rider, shall be referred to collectively as the "Lease." In the event of any conflict between the terms and provisions of this Rider and the remainder of the Lease, the terms of this Rider shall control the Lease in all respects, and such conflicting provisions shall be deemed to be null and void and of no effect.

The Landlord and the Tenant hereby acknowledge that the Apartment is financed in part with funds provided to the City of Chicago by the United State Department of Housing and Urban Development ("HUD") through the HOME Investment Partnerships Program, pursuant to the Title II of the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12721 *et seq.*, as amended, supplemented and restated from time to time and must therefore comply in all respects with the regulations promulgated by HUD at 24 C.F.R. Part 92, and such additional applicable regulations, orders, rulings, interpretations and directives as may be promulgated or issued by HUD from time to time (the "HOME Regulations").

The requirements of the HOME Regulations and the following terms and provisions are hereby fully incorporated into the Lease:

1. The Lease shall not be for a term less than one year, unless specified by mutual agreement of the Landlord and Tenant.
2. The Lease does not and shall not be construed to contain any of the following prohibited terms and conditions:
 - a. Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.
 - b. Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State and local law.
 - c. Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
 - d. Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant.
 - e. Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
 - f. Waiver of jury trial. Agreement by the tenant to waive any right to a trial by jury.
 - g. Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
 - h. Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

Tenant Acknowledgement/Date: _____

Address: _____ Unit: _____ Lease Term: _____

RENEWAL LEASE ADDENDUM

TAX CREDIT ELIGIBILITY

I/We understand that our continued occupancy at this property is contingent on meeting Federal Low Income Housing Tax Credit Program eligibility guidelines, including cooperation with annual income certification. In addition, I/we understand the requirement to notify management immediately of any change in household composition or income.

MAXIMUM TAX CREDIT RENT

This unit currently is subject to IRS low income housing tax credit regulations where the maximum allowable rent is based on household size or number of bedrooms. Therefore, at this time, your rental amount will be \$ _____. This will continue until such time as the maximum allowable rent increases, the unit is no longer involved with tax credits, or regulations change allowing the charge of a higher rent. Should your income or household size change, the amount of rent charged may be affected.

(Signature of Tenant)

Date

(Signature of Co-Tenant)

Date

(Signature of Co-Tenant)

Date

(Signature of Owner Representative/Manager)

Date

**OAKWOOD SHORES
RESIDENTIAL LEASE AGREEMENT**

**LEASE ADDENDUM FOR OCCUPANTS OF
LOW INCOME HOUSING TAX CREDIT UNITS**

1. Agreement to the Terms of the Lease Addendum

The Tenant acknowledges that the Unit is a qualified low income unit within the meaning of Section 42 of the Internal Revenue Code of 1986, as may be amended from time to time ("Section 42"). Tenant and the Lessor agree that the Tenant's Lease for the Unit is subject to the provisions of Section 42, and the additional terms and conditions of the Lease Addendum for Occupants of Low Income Housing Tax Credit Units. The terms and conditions of the Lease Addendum are made part of the Lease.

2. Permitted Occupants

- a) The Tenant agrees that only those persons listed below are authorized to reside in the Unit as members of the Tenant's household:

Name	SSN	Age	Relationship
			Head of Household
			Co-Head of Household

- b) The Tenant and the Lessor agree that only the following person(s) are authorized to live in the Unit as the Live-In Attendant of the Tenant, or the Live-In Attendant of a member of the Tenant's household:

Name	Address	Telephone	SSN

- i) By signing the Lease Addendum, the Tenant certifies (1) that the Live-In Attendant is essential to the care and well-being of the Tenant or a member of the Tenant's household; (2) that the Live-In Attendant is not obligated for the support of the Tenant or any member of the Tenant's household; and (3) that the Live-In Attendant would not be present in the Tenant's Unit except to provide care to the Tenant or a member of the Tenant's household.
- ii) The Tenant and the Lessor agree that the Live-In Attendant is not a member of the Tenant's household. The Tenant and the Lessor agree that

the income and the assets of the Live-In Attendant shall not affect the amount of the Tenant's rent, or the Tenant's eligibility for continued occupancy in the Unit. The Tenant agrees that the Tenant is responsible for the conduct of the Live-In Attendant. The Tenant agrees that the Lessor may terminate the Lease based on any act or omission of the Live-In Attendant that violates the Lease, the Lease Addendum, or the Rules and Regulations of the Property.

3. Rent

The Tenant's monthly rent under the Lease shall be \$ ____.

4. Security Deposit

The Tenant has paid and the Lessor acknowledges receipt of a Security Deposit in the amount of \$ ____.

5. Utility Allowances

The Tenant's rent includes a utility allowance based on a schedule of utility allowances established by the Lessor. The Lessor may adjust the Tenant's rent from time to time based on changes to the schedule of utility allowances. The Lessor shall give the tenant no less than sixty (60) days advance notice of any change to the schedule of utility allowances. Adjustments to rent based on changes to the schedule of utility allowances shall take effect for the first rent payment due ninety (90) days after the notice of change to the schedule of utility allowances.

6. Re-determination of Rent, Unit Size and Eligibility

- a) The Tenant acknowledges that under the requirements of Section 42, the Tenant's eligibility to remain in the Unit, and the rent for the Unit may be affected by a change in the composition of the Tenant's family, a change in the income of the Tenant or any member of the Tenant's household, or a change in any other factor affecting the Tenant's eligibility to remain in the Unit, as described in the Lease or the Lease Addendum.
- b) The Lessor shall reexamine the Tenant's eligibility to remain in the Unit, and the rent for the Unit, at the end of the Term of the Lease, and no less than annually thereafter. The Lessor shall also reexamine the Tenant's eligibility to remain in the Unit, and the rent for the Unit, if there is any change in the composition of the Tenant's family, if there is any change in the income of the Tenant or any member of the Tenant's household, or if there is any change in any other factor affecting the Tenant's eligibility to remain in the Unit.
- c) The Tenant agrees to report any change in the composition of the Tenant's family, any change in the income of the Tenant or any member of the

Tenant's household, or any change in any other factor affecting the Tenant's eligibility to remain in the Unit within fifteen (15) days of the change.

- d) The Tenant agrees to comply with any request by the Lessor to verify information affecting the rent and the eligibility of the Tenant to remain in the Unit. The Tenant agrees to provide any written consent requested by the Lessor for release of information from third parties to verify information affecting the rent and the eligibility of the Tenant to remain in the Unit. Failure or refusal to provide verifications within the time required by the Lessor, or to consent to the release of third party verifications, may result in termination of the Lease as described in paragraph 13 of the Lease.

7. Additional Obligations of the Tenant

The Tenant agrees that the following obligations will be additional obligations of the Tenant under the Lease. The Tenant agrees that the Lessor may terminate the Lease if the Tenant does not comply with the additional obligations:

- a) The Tenant's household shall not consist entirely of full-time students, unless, (i) the household includes a student who is also receiving benefits under the Temporary Assistance for Needy Families (TANF) program; (ii) the household includes a student who is enrolled in a job training program receiving assistance under the Job Partnership Training Act, or under a similar Federal, State or local law; (iii) the household consists of a single parent and their children, so long as the single parent and his or her children are not declared as dependents on the tax return of another individual not residing in the household; (iv) all students consist of a married couple filing a joint tax return; or (v) the household consists of at least one student who was previously under foster care.
- b) The Tenant agrees to report any changes in the student status of any household member, attending kindergarten and higher, at any time during their tenancy within fifteen (15) days of the change. A change in student status includes any change in the school attended by the household member; any change or advancement in the school grade level of the household; if the household member has dropped-out or otherwise ceased to attend school during the school term.
- c) All household members age 18 or over and any household member between the ages of 17 and 18 that drops out of school must be engaged in one or in a combination of the following activities at least 30 hours each week:
 - i) Employment;
 - ii) Enrollment and regular attendance in an economic self-sufficiency program;
 - iii) Verified job search and/or regular attendance at employment counseling;
 - iv) Basic employment skills training;

- v) Enrollment and consistent attendance in a regular program of education, including general equivalency diploma classes, secondary or post-secondary education, or English proficiency or literacy classes.
- d) All household members in the age ranges required by state and local law (which, in March 2012, are ages 6 to 17) must regularly attend school.
- e) The Tenant agrees that the Lessor may terminate the Lease if the Tenant fails to report the change in a timely manner, or if the Tenant provided false or misleading information to the Lessor at the time of the Tenant's application for admission, or at the time of any re-determination under the Lease.
- f) The Tenant agrees that the Lessor may terminate the Lease with no limitation based upon a change in the composition of the Tenant's family, a change in the income of the Tenant or any member of the Tenant's household, or a change in any other factor affecting the Tenant's eligibility to remain in the Unit, as may be required by Section 42.
- g) The Tenant acknowledges that in order to qualify for initial occupancy in the Unit, the head of the household, or the co-head of the household must be employed for no less than thirty (30) hours each week. The Tenant agrees that the Tenant or the co-head of household will remain employed no less than thirty (30) hours each week as a condition of continued occupancy, and further agrees that the Lessor may terminate the Lease if the Tenant, or any member of the Tenant's household does not comply with the requirement of this paragraph; provided that, the requirements of this paragraph 5(c) shall not apply to households in which the Tenant, and the co-head of household if any, is age 62 or older, the Tenant, and the co-head of household if any, is a person with disabilities, or households in which the Tenant, and the co-head of household if any, cannot work because he or she is the primary caretaker of a blind person, or a disabled person as defined by the Social Security Act in 42 U.S.C. §216(i) or §1614.

8. Transfers

- a) If the Tenant occupies a Unit with features designed to accommodate the needs of people with disabilities, and no member of the Tenant's household needs the features of the Unit, the Tenant agrees to transfer to another suitable Unit at the Property upon thirty (30) days written notice from the Lessor.
- b) The Tenant agrees that the Lessor may transfer the Tenant to another Unit at the Property if the Tenant's household is over-housed or under-housed, in the event of an emergency, or other special circumstances.

9. Renewal of the Lease

- a) The Tenant may request renewal of the Lease by giving written notice to the Lessor no less than thirty (30) days before the end of the Term of the Lease. Renewal of the Lease shall be in the sole discretion of the Lessor.
- b) The Lessor may renew the Lease at the end of the Term of the Lease upon thirty (30) days notice.
- c) If the Lessor renews the Lease, the Lease will be renewed for a period of one (1) year, at a monthly rent to be determined in writing at the time of renewal. The terms and conditions of the Lease and the Lease Addendum will otherwise continue in force and effect, unless modified in writing by the Lessor and the Tenant. Nothing in this paragraph shall limit the Lessor's ability to terminate the Lease, as described in the Lease or the Lease Addendum.

10. Termination of the Lease; Notice

- a) During the Term of the Lease, the Lessor may terminate the Lease for the reasons described in the Lease and in the Lease Addendum.
- b) If the Lessor terminates the Lease during the Term, the Lessor will notify the Tenant in the following manner:
 - i) In the event that the Tenant fails to pay any and all rent due within five (5) days written notice from the Lessor, the Lessor may terminate the Lease.
 - ii) If there is any breach of the Lease other than non-payment of rent, including any violation of paragraph 12 of the Lease, the Lessor may deliver a written notice to the Tenant stating the specific acts, events or conduct causing violation of the Lease, and notifying the Tenant that the Lease will terminate unless the acts, events or conduct are remedied within ten (10) days of the notice. If the Tenant fails to remedy the acts, events or conduct within ten (10) days, the Lease shall be terminated.
 - iii) If the Tenant, any member of the Tenant's household, any guest or visitor of the Tenant, or any other person under the Tenant's control engages in conduct that disturbs the peaceful enjoyment of the premises by the Tenant's neighbors, the Lessor shall give the Tenant no less than sixty (60) days written notice to the Tenant stating the specific acts, events or conduct causing the disturbance. If, at the end of the notice period, the Tenant fails to remedy the acts, events or conduct, the Lessor may seek injunctive relief or may terminate the Lease upon ten (10) days written notice.

- c) Any notice to vacate required by the laws of Illinois, or local law will be combined with and shall run concurrently with any notice to terminate the Lease.

11. Surrender

The Tenant shall surrender the Unit and return the keys to the Unit to the Lessor at the end of the Lease, or upon termination of the Lease.

12. Abandonment

The Unit shall be deemed abandoned based upon the standards set forth in the Municipal Code of Chicago, as may be amended from time to time. Upon abandonment of the Unit by the Tenant, the Lessor shall have the right to relet the Unit and dispose of the Tenant's property in the manner provided by law.

13. Eviction

The Lessor shall evict the Tenant only by the judicial eviction procedures available under the laws of Illinois.

14. Signatures, Certifications and Acceptance of the Lease Addendum

The undersigned hereby acknowledge, agree to and accept in full the terms and conditions of the Lease Addendum. The undersigned hereby certify and agree as follows:

- a) My attached income certification is true, correct, and complete. I agree to provide a similar certification annually upon request during the term of my occupancy.
- b) The Lessor has my permission to verify my income from my employer, using the attached form now and on an annual basis.
- c) If my income certification and/or any lease application submitted by me is false, or if I fail to provide annual certifications, the Lessor will have the right to terminate my Lease and recover possession of my Unit. I understand that the Lessor is relying on my income certification in accepting me as a Tenant, and that the Lessor will be seriously harmed if my income does not qualify the Unit for low-income housing tax credits. This certification shall be considered part of the Lease.

Tenant:

(Signature of Head of Household) Dated: _____

(Signature of Adult Household Member) Dated: _____

**MANAGING AGENT'S LOW-INCOME ELIGIBILITY WORKSHEET AND
CERTIFICATION OF QUALIFIED OCCUPANT**

Building Name: _____ Initial Certification: _____

Assigned Unit No.: _____ Bedroom Size: _____ Annual Recertification: _____

PART 1 - HOUSEHOLD COMPOSITION

	Tenant's name (Last Name, First Name)	Relationship to Head	Age	Occupation	Full-Time Student
Head					
Co-Head					
3					
4					
5					

VERIFIED HOUSEHOLD INCOME

	Gross Salary or Wages	Self- Empl. Income	Rental Income, Interest, Stock Div.	Retire- ment, Pension, Annuity	Social Security	Unempl., Disability Comp.	Welfare	Alimony , Child Support	Other
Head									
2									
3									
4									
5									

COMBINED TOTAL INCOME FOR ALL HOUSEHOLD MEMBERS:\$_____

PART 2 - LOW-INCOME ELIGIBILITY CALCULATION

1. Combined Total Household Income (from Tenant Income Certification) \$ _____

2. HUD Area Median Income for Household Size \$ _____

Owner's Set-Aside Election: _____ 50% or _____ 60%

3. Is Tenant a Qualified Occupant? _____ Yes or _____ No

PART 3 - MANAGEMENT AGENT'S CERTIFICATION

I certify that the information contained herein is true and correct to the best of my knowledge and belief and that all verifications of Tenant's income required by Lessor under its Management Agreement with the Owner have been obtained.

Lessor

**OAKWOOD SHORES RESIDENTIAL
LEASE AGREEMENT
MARKET LEASE ADDENDUM**

1. Agreement to the Terms of the Lease Addendum

The Tenant and the Lessor agree that the Tenant's Lease for the Unit is subject to the additional terms and conditions of this Lease Addendum. The terms and conditions of the Lease Addendum are made part of the Lease.

2. Permitted Occupants

- a) The Tenant agrees that only those persons listed below are authorized to reside in the Unit as members of the Tenant's household:

Name	SSN	Age	Relationship
			Head of Household
			Co-Head of Household
			Other Adult

- b) The Tenant and the Lessor agree that only the following person(s) are authorized to live in the Unit as the Live-In Attendant of the Tenant, or the Live-In Attendant of a member of the Tenant's household:

Name	Address	Telephone	SSN

By signing the Lease Addendum, the Tenant certifies (1) that the Live-In Attendant is essential to the care and well-being of the Tenant or a member of the Tenant's household; (2) that the Live-In Attendant is not obligated for the support of the Tenant or any member of the Tenant's household; and (3) that the Live-In Attendant would not be present in the Tenant's Unit except to provide care to the Tenant or a member of the Tenant's household. The Tenant and the Lessor agree that the Live-In Attendant is not a member of the Tenant's household. The Tenant agrees that the Tenant is responsible for the conduct of the Live-In Attendant. The Tenant agrees that the Lessor may terminate the Lease based on any act or omission of the Live-In Attendant that violates the Lease, the Lease Addendum, or the Rules and Regulations of the Property.

3. Rent

The Tenant's monthly rent under the Lease shall be \$ _____.

4. Security Deposit

The Tenant has paid and the Lessor acknowledges receipt of a Security Deposit in the amount of \$ _____.

5. Transfers

- a) If the Tenant occupies a Unit with features designed to accommodate the needs of people with disabilities, and no member of the Tenant's household needs the features of the Unit, the Tenant agrees to transfer to another suitable Unit at the Property upon thirty (30) days written notice from the Lessor.
- b) The Tenant agrees that the Lessor may transfer the Tenant to another Unit at the Property if the Tenant's household is over-housed or under-housed, in the event of an emergency, or other special circumstances.

6. Renewal of the Lease

- a) The Tenant may request renewal of the Lease by giving written notice to the Lessor no less than thirty (30) days before the end of the Term of the Lease. Renewal of the Lease shall be in the sole discretion of the Lessor.
- b) The Lessor may renew the Lease at the end of the Term of the Lease upon thirty (30) days notice.
- c) If the Lessor renews the Lease, the Lease will be renewed for a period of one (1) year, at a monthly rent to be determined in writing at the time of renewal. The terms and conditions of the Lease and the Lease Addendum will otherwise continue in force and effect, unless modified in writing by the Lessor and the Tenant. Nothing in this paragraph shall limit the Lessor's ability to terminate the Lease, as described in the Lease or the Lease Addendum.

7. Additional Obligations of the Tenant

- a) The Tenant acknowledges that in order to qualify for initial occupancy in the Unit, the head of the household, or the co-head of the household must be employed for no less than thirty (30) hours each week. The Tenant agrees that the Tenant or the co-head of household will remain employed no less than thirty (30) hours each week as a condition of continued occupancy, and further agrees that the Lessor may terminate the Lease if the Tenant, or any member of the Tenant's household does not comply with the requirement of this paragraph; provided that, the requirements of this paragraph 5(c) shall not apply to households in which the Tenant, and the co-head of household if any, is age 62 or older, the Tenant, and the co-head of household if any, is a person with disabilities, or households in which the Tenant, and the co-head of household if any, cannot work because he or she is the primary caretaker of a blind

- person, or a disabled person as defined by the Social Security Act in 42 U.S.C. §216(i) or §1614. The Tenant agrees to report any changes in employment to the Lessor that result in a reduction of employment by the head or co-head of household to less than thirty (30) hours each week. The Lessor shall reexamine the Tenant's eligibility to remain in the Unit, at the end of the Term of the Lease, and no less than annually thereafter.
- b) All household members age 18 or over and any household member between the ages of 17 and 18 that drops out of school must be engaged in one or in a combination of the following activities at least 30 hours each week:
 - i) Employment;
 - ii) Enrollment and regular attendance in an economic self-sufficiency program;
 - iii) Verified job search and/or regular attendance at employment counseling;
 - iv) Basic employment skills training;
 - v) Enrollment and consistent attendance in a regular program of education, including general equivalency diploma classes, secondary or post-secondary education, or English proficiency or literacy classes.
 - c) All household members in the age ranges required by state and local law (which, in March 2012, are ages 6 to 17) must regularly attend school. The Tenant agrees to report any changes in the student status of any household member, attending kindergarten and higher, at any time during their tenancy within fifteen (15) days of the change. A change in student status includes any change in the school attended by the household member; any change or advancement in the school grade level of the household; if the household member has dropped-out or otherwise ceased to attend school during the school term.

8. Termination of the Lease; Notice

- a) During the Term of the Lease, the Lessor may terminate the Lease for the reasons described in the Lease and in the Lease Addendum.
- b) If the Lessor terminates the Lease during the Term, the Lessor will notify the Tenant in the following manner:
 - i) In the event that the Tenant fails to pay any and all rent due within five (5) days written notice from the Lessor, the Lessor may terminate the Lease.

- ii) If there is any breach of the Lease other than non-payment of rent, including any violation of paragraph 12 of the Lease, the Lessor may deliver a written notice to the Tenant stating the specific acts, events or conduct causing violation of the Lease, and notifying the Tenant that the Lease will terminate unless the acts, events or conduct are remedied within ten (10) days of the notice. If the Tenant fails to remedy the acts, events or conduct within ten (10) days, the Lease shall be terminated.
- iii) If the Tenant, any member of the Tenant's household, any guest or visitor of the Tenant, or any other person under the Tenant's control engages in conduct that disturbs the peaceful enjoyment of the premises by the Tenant's neighbors, the Lessor shall give the Tenant no less than sixty (60) days written notice to the Tenant stating the specific acts, events or conduct causing the disturbance. If, at the end of the notice period, the Tenant fails to remedy the acts, events or conduct, the Lessor may seek injunctive relief or may terminate the Lease upon ten (10) days written notice.
- c) Any notice to vacate required by the laws of Illinois, or local law will be combined with and shall run concurrently with any notice to terminate the Lease.

9. Surrender

The Tenant shall surrender the Unit and return the keys to the Unit to the Lessor at the end of the Lease, or upon termination of the Lease.

10. Re-Renting in the Event of Tenant Termination; Subletting

- a) If the Tenant terminates the Lease prior to its expiration date, the Lessor shall make a good faith effort to re-rent the Unit at a fair rental, provided that:
 - i) If the Lessor re-rents the Unit, the Tenant agrees to pay the Lessor the amount by which the rent due from the date the Tenant terminates the Lease to the end of the term of the Lease exceeds the rent received for the same time period from any successor tenant.
 - ii) If the Lessor is unable to re-rent the Unit, the Tenant agrees to pay the rent due for the full period of the Lease, and the Lessor's reasonable advertising costs incurred in re-renting the Unit.

Leasing by the Lessor of any other unit in the Property shall not be deemed to be a failure by the Lessor to make a good faith effort to re-rent the Unit.

- b) The Tenant shall not sublease the Unit or assign the Lease without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. If the Tenant seeks the Lessor's consent to sublet the Unit or assign the Lease:

- i) The Lessor shall have the right to determine the suitability of any proposed sub-lessee for occupancy in the Property, and may, in the Lessor's sole discretion, reject the proposed sub-lessee, if, in the Lessor's determination, the proposed sub-lessee is unsuitable for occupancy.
- ii) Lessor shall not be required to enter into a sublease or consent to an assignment of the Lease unless a full Security Deposit is tendered by the proposed sub-lessee.
- iii) Any sublease or assignment of the Lease shall not relieve the Tenant from any obligation under the Lease until the expiration date of the Lease, including, without limit, the obligation to pay rent and the obligation to pay for damage to the Unit.
- iv) The Tenant agrees that the Tenant shall be liable for any monetary and non-monetary breaches of the Lease caused by the Tenant's sub-lessee or assignee.

11. Abandonment

The Unit shall be deemed abandoned based upon the standards set forth in the Municipal Code of Chicago, as may be amended from time to time. Upon abandonment of the Unit by the Tenant, the Lessor shall have the right to relet the Unit and dispose of the Tenant's property in the manner provided by law.

12. Eviction

The Lessor shall evict the Tenant only by the judicial eviction procedures available under the laws of Illinois.

13. Signatures and Acceptance of the Lease Addendum The undersigned hereby acknowledge, agree to and accept in full the terms and conditions of the Lease Addendum.

Tenant:

(Signature of Head of Household) Dated: _____

(Signature of Adult Household Member) Dated: _____

**OAKWOOD SHORES
RESIDENTIAL LEASE AGREEMENT**

**LEASE ADDENDUM FOR OCCUPANTS OF
PUBLIC HOUSING UNITS**

1. Agreement to the Terms of the Lease Addendum

The Tenant acknowledges that the Unit is a public housing unit that may receive assistance from the Chicago Housing Authority (the "Authority"), and that the Unit is a qualified low income unit within the meaning of Section 42 of the Internal Revenue Code of 1986, as may be amended from time to time ("Section 42"). Tenant and the Lessor agree that the Tenant's Lease for the Unit is subject to the provisions of the rules of the U.S. Department of Housing and Urban Development ("HUD"), Section 42, the Lessor's agreements with the Authority, and the additional terms and conditions of the Lease Addendum for Occupants of Public Housing Units. The terms and conditions of the Lease Addendum are made part of the Lease. In the event of conflict between the provisions of the Lease Addendum and the provisions of the Lease, the provisions of the Lease Addendum will govern.

2. Permitted Occupants

- a) The Tenant agrees that only those persons listed below are authorized to reside in the Unit as members of the Tenant's household:

Name	SSN	Age	Relationship
			Head of Household
			Co-Head of Household

- b) The Tenant and the Lessor agree that only the following person(s) are authorized to live in the Unit as the Live-In Attendant of the Tenant, or the Live-In Attendant of a member of the Tenant's household:

Name	Address	Telephone	SSN

- i) By signing the Lease Addendum, the Tenant certifies (1) that the Live-In Attendant is essential to the care and well-being of the Tenant or a member of the Tenant's household; (2) that the Live-In Attendant is not obligated for the support of the Tenant or any member of the Tenant's household; and (3) that the Live-In Attendant would not be present in the Tenant's Unit except to provide care to the Tenant or a member of the Tenant's household.
- ii) The Tenant and the Lessor agree that the Live-In Attendant is not a member of the Tenant's household and shall not be afforded the rights of a Tenant, or a member of a Tenant's household under the applicable provisions of HUD rules. The Tenant and the Lessor agree that the income and the assets of the Live-In Attendant shall not affect the amount of the Tenant's rent, or the Tenant's eligibility for continued occupancy in the Unit. The Tenant agrees that the Tenant is responsible for the conduct of the Live-In Attendant. The Tenant agrees that the Lessor may terminate the Lease based on any act or omission of the Live-In Attendant that violates the Lease, the Lease Addendum, or the Rules and Regulations of the Property as in effect from time to time and posted at the management office for the Property.

3. Rent and Utility Reimbursements

- a) The Tenant elects to pay as rent (select one):

_____ A rent based on household income; provided that the Tenant shall make a minimum monthly rent payment of \$75 or such higher amount as may be established by the Authority, minus the applicable utility allowance.

_____ A flat rent, based on a schedule determined by the Chicago Housing Authority.

- b) The Lessor agrees that if the Tenant elects to pay a flat rent, the Tenant may change to a rent based on household income if:

- i) The household's income is reduced because of a loss or reduction in employment, a death in the family, or other changed circumstances.
- ii) The household's expenses are increased for medical costs, child care, transportation, educational expenses, or similar items.
- iii) There are other circumstances of financial hardship.

- c) If the Tenant elects to pay a rent based on household income but cannot afford the minimum monthly rent payment of \$75 or such higher amount as may be established by the Authority because of a financial hardship expected to last 90 days or more, the Tenant may request a hardship exemption from the minimum rent requirement. The Lessor agrees that in the event of a request for a hardship exemption, the minimum

rent requirement shall be suspended until the Lessor determines that there is no financial hardship, or that the financial hardship is expected to last less than 90 days, or that the financial hardship is expected to last 90 days or longer. The Lessor further agrees that there shall be no termination of the Lease for non-payment of rent for the 90 day period beginning on the first day of the month following the month of the Tenant's request for a hardship exemption. In the event the Lessor determines that there is no financial hardship, the Tenant shall pay the Lessor all rent due and owing for the period during which the minimum rent is suspended. If the Lessor determines that the financial hardship is expected to last less than 90 days, the Tenant shall pay all rent due and owing for the period during which the minimum rent is suspended based on a reasonable payment plan to be determined by the Lessor. The Tenant agrees that the Lessor may terminate the Lease for non-payment of any unpaid rent due and owing as provided in this paragraph 3(c). The Tenant will qualify for a hardship exemption if TCB determines that there is hardship that is expected to last 90 days or more, including circumstances where:

- i) The family has lost eligibility for or is awaiting an eligibility determination for a government assistance program;
 - ii) The household includes a member who is a non-citizen lawfully admitted for permanent residence in the United States and who would be eligible for public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996;
 - iii) The family would be evicted because of the inability to pay a minimum rent;
 - iv) Household income is decreased because of changed circumstances, including loss of employment;
 - v) There was a death in the family; or
 - vi) Other documented circumstances exist that TCB determines create a financial hardship.
- d) The Tenant's monthly rent under the Lease shall be \$ _____.
- e) The Tenant's rent includes a utility allowance based on a schedule of utility allowances established by the Lessor. The Lessor may adjust the Tenant's rent from time to time based on changes to the schedule of utility allowances. The Lessor shall give the tenant no less than sixty (60) days advance notice of any change to the schedule of utility allowances. The Lessor agrees that the utility allowance may be increased based on the special needs of any elderly member of the Tenant's household, any member of the Tenant's household that is a person with disabilities, or other special factors affecting utility usage not within the control of the Tenant. The Tenant agrees to provide documentation of any special needs. Adjustments to rent

based on changes to the schedule of utility allowances shall take effect for the first rent payment due ninety (90) days after the notice of change to the schedule of utility allowances.

- f) In the event that the utility allowance exceeds the Tenant's rent, resulting in so-called "negative rent" payable to Tenant, such "negative rent" shall be paid directly by the Authority to the Tenant. The Tenant agrees to look solely to the Authority for payment of such "negative rent".

4. Security Deposit

The Tenant agrees to pay and the Lessor acknowledges receipt of a Security Deposit equal to the amount of the first month's rent paid by the Tenant, \$ _____, as of the date of the Lease Addendum.

5. Re-determination of Rent, Unit Size and Eligibility

- a) The Tenant acknowledges that under the requirements of Section 42, the Tenant's eligibility to remain in the Unit, and the rent for the Unit may be affected by a change in the composition of the Tenant's family, a change in the income of the Tenant or any member of the Tenant's household, or a change in any other factor affecting the Tenant's eligibility to remain in the Unit, as described in the Lease or this Lease Addendum.
- b) The Lessor shall reexamine the Tenant's eligibility to remain in the Unit, and the rent for the Unit, at the end of the Term of the Lease, and no less than annually thereafter. The Lessor shall also reexamine the Tenant's eligibility to remain in the Unit, and the rent for the Unit, if there is any change in the composition of the Tenant's family, if there is any change in the income of the Tenant or any member of the Tenant's household, or if there is any change in any other factor affecting the Tenant's eligibility to remain in the Unit.
- c) The Tenant agrees to report any change in the composition of the Tenant's family, any change in the income of the Tenant or any member of the Tenant's household, or any change in any other factor affecting the Tenant's eligibility to remain in the Unit within fifteen (15) days of the change.
- d) The Lessor agrees to provide the Tenant with at least thirty (30) days advanced written notice of any increase in rent caused by a change in the circumstances of the household. The increased rent shall be effective on the first day of the month after the end of the 30 day notice period.
- e) The Lessor agrees that any decrease in rent resulting from a verified change in household circumstances shall be effective on the first day of the month after the month in which the Tenant reports the change in circumstances.
- f) The Tenant agrees to comply with any request by the Lessor to verify information affecting the rent and the eligibility of the Tenant to remain in the Unit. The Tenant

agrees to provide any written consent requested by the Lessor for release of information from third parties to verify information affecting the rent and the eligibility of the Tenant to remain in the Unit. Failure or refusal to provide verifications within the time required by the Lessor, or to consent to the release of third party verifications, may result in termination of the Lease as described in paragraph 13 of the Lease.

6. Additional Obligations of the Lessor

The Lessor agrees that the following obligations will be additional obligations of the Lessor under the Lease:

- a) The Lessor will notify the Tenant of the specific grounds for any proposed adverse action by the Lessor, in accordance with this Lease Addendum. Adverse action may include termination of the Lease, transfer of the Tenant to another unit, a change in the Tenant's rent, or a requirement to pay any charges under the Lease.
- b) Except as provided in paragraph 11 of this Lease Addendum, each notice of adverse action shall inform the Tenant of the right to request a hearing according to the Lessor's grievance policy. The grievance policy is posted at the management office at the property. The Lessor agrees that no adverse action, except for those terminations of the Lease excluded from the grievance policy as provided in paragraph 10 of the Lease Addendum, shall take effect until after the time for the Tenant to request a hearing according to the grievance policy. If the Tenant requests a hearing according to the grievance policy, the Lessor agrees that no adverse action shall take effect until after the grievance process is completed.
- c) In the event that the Lease is terminated without fault or cause by the Tenant because any part of the Unit or common area is condemned, taken by eminent domain, expropriated or otherwise regulated by any governmental agency in a manner that would prevent lawful occupancy of the Unit, Lessor agrees to offer the Tenant a new lease in another public housing unit at the Property appropriate for the Tenant's household, if such a unit is available; provided that nothing in this paragraph 6(c) shall in any way affect the rights and obligations of the Lessor or the Tenant under Section 10 of the Lease.

7. Additional Obligations of the Tenant

The Tenant agrees that the following obligations will be additional obligations of the Tenant under the Lease. The Tenant agrees that the Lessor may terminate the Lease if the Tenant does not comply with the additional obligations:

- a) The Tenant's household shall not consist entirely of full-time students, unless, (i) the household includes a student who is also receiving benefits under the Temporary Assistance for Needy Families (TANF) program; (ii) the household includes a student who is enrolled in a job training program receiving assistance under the Job Partnership Training Act, or under a similar Federal, State or local law; (iii) the

household consists of a single parent and their children, so long as the single parent and his or her children are not declared as dependents on the tax return of another individual not residing in the household; (iv) all students consist of a married couple filing a joint tax return; or (v) the household consists of at least one student who was previously under foster care.

- b) The Tenant agrees to report any changes in the student status of any household member, attending kindergarten and higher, at any time during their tenancy within fifteen (15) days of the change. A change in student status includes any change in the school attended by the household member; any change or advancement in the school grade level of the household; if the household member has dropped-out or otherwise ceased to attend school during the school term.
- c) The Tenant's household shall not consist entirely of immigrants who are ineligible for federal housing assistance, as defined by the applicable federal statutes and regulations. The Tenant agrees that the Lessor may adjust the Tenant's rent if any member of the Tenant's household is an immigrant who is ineligible for federal housing assistance.
- d) The Tenant agrees to report any changes in household income, composition and other factors that affect the Tenant's eligibility for occupancy and other obligations of the Lease and this Lease Addendum to the Lessor within fifteen (15) days of the change. The Tenant agrees that the Lessor may terminate the Lease for repeated failure by the Tenant to report the change in a timely manner, or if the Tenant provided false or misleading information to the Lessor at the time of the Tenant's application for admission, or at the time of any re-determination under the Lease.
- e) The Tenant agrees that the Lessor may require the Tenant to move to another unit at the property based upon a change in the composition of the Tenant's family. In the alternative, if the issue is overcrowding, the Tenant may remain in the Unit if they voluntarily reduce the household composition to a level that is compatible with the size of the Unit. In the event the Lessor requires the Tenant to move to another unit at the property based on a change in the composition of the Tenant's family, and the Tenant either does not voluntarily reduce the size of the household composition, in the case of overcrowding, or refuses move to such unit, the Lessor may terminate the Lease. In the event that the Lessor terminates the Lease as provided in this paragraph 7(d), the Tenant may request a transfer to a public housing unit at a development owned or managed as a public housing development by or for the Authority.
- f) The Tenant agrees that the Lessor may terminate the Lease based upon a change in the income of the Tenant or any member of the Tenant's household, or a change in any other factor affecting the Tenant's eligibility to remain in the Unit, as may be required by Section 42. In the event the Lessor terminates the Lease based upon a change in the composition of the Tenant's family, a change in the income of the Tenant or any member of the Tenant's household, or a change in any other factor affecting the Tenant's eligibility to remain in the Unit, as may be required by Section

42, the Tenant must choose to (i) pay rent at the then established market rate for a Unit at the property, or move to a market rate unit of appropriate size, or (ii) request a transfer to a public housing unit at a development owned or managed as a public housing development by or for the Authority.

- g) The Tenant agrees that each adult member of the household age 18 or over shall engage in at least eight hours per month of community service or self-sufficiency activity approved by the Lessor. The Tenant agrees that if the Lessor determines that any adult household member fails to comply with the community service and self-sufficiency requirements of this paragraph 7(f), the Lessor may terminate the Lease at the end of the twelve (12) month period following the Tenant's last annual reexamination; provided that:
- i) The Lessor shall notify the Tenant of any non-compliance with the community service and self-sufficiency requirements and shall notify the Tenant of the right to cure non-compliance with the requirements of this paragraph 7(f).
 - ii) The Tenant may cure non-compliance with the requirements of this paragraph 7(f) if the Tenant and each adult household member enter into a written agreement with the Lessor under which each non-compliant adult household member will complete no less than ninety-six (96) hours of community service or self-sufficiency activity by the end of the twelve (12) month period following the Tenant's last annual reexamination, and under which every other adult household member agrees to remain in compliance with the requirements of this paragraph 7(f).
 - iii) The Lessor agrees that the Lease will not be terminated if, at the time the Tenant enters into the written compliance agreement, the Lessor determines that the non-compliant adult household member is no longer in the household.
 - iv) The provisions of this paragraph 7(f) shall not apply to a member of the household who (A) is under the age of eighteen or is age 62 or more; (B) is a blind person, or a disabled person as defined by the Social Security Act in 42 U.S.C. §216(i) or §1614; (C) is the primary caretaker of a blind person, or a disabled person as defined by the Social Security Act in 42 U.S.C. §216(i) or §1614; (D) is engaged in work and self-sufficiency activities approved by the Lessor, including activities that comply with paragraph 8 of this Lease Addendum; (E) meets the requirements for exemption from participation in work activities under a state program funded under Title IV-A of the Social Security Act or under any other welfare program in Illinois; or (F) is a member of a household receiving Transitional Assistance for Needy Families or any other welfare assistance in Illinois and has not been found to be out of compliance with the requirements of that program.

h) All household members age 18 or over and any household member between the ages of 17 and 18 that drops out of school must be engaged in one or in a combination of the following activities at least 30 hours each week:

- i) Employment;
- ii) Enrollment and regular attendance in an economic self-sufficiency program;
- iii) Verified job search and/or regular attendance at employment counseling;
- iv) Basic employment skills training;
- v) Enrollment and consistent attendance in a regular program of education, including general equivalency diploma classes, secondary or post-secondary education, or English proficiency or literacy classes.

i) All household members in the age ranges required by state and local law must regularly attend school.

j) If the Tenant disputes the amount of rent owed by the Tenant to the Lessor by requesting a hearing according to the Lessor's grievance policy, the Tenant agrees to pay the full amount of rent due to the Lessor, including the disputed amount. The Lessor shall hold the disputed amount of rent in escrow for the Tenant until the grievance process is complete; provided that:

- i) The amount the Tenant shall deposit is the amount determined by the Lessor to be due and payable beginning with the rent for the month preceding the month in which the Tenant's act or failure to act occurred. After the initial deposit, the Tenant shall deposit the same amount each month until the Tenant's grievance is resolved by decision after a grievance hearing, as provided in the Lessor's grievance policy.
- ii) The Lessor shall waive the Tenant's obligation to deposit rent in escrow if the Lessor determines that the Tenant is unable to make the payments because of financial hardship as defined by HUD regulations.
- iii) Unless the Lessor waives the Tenant's obligation to deposit rent in escrow, the Tenant's failure to make the escrow deposit shall terminate the grievance procedure. The failure to make the escrow deposit will not waive the Tenant's right to contest the matter through a judicial proceeding.

8. Work and Self-Sufficiency Requirements

The Tenant acknowledges that in order to qualify for initial occupancy in the Unit (select one):

- a) ____ The head of the household, or the co-head of the household, must be employed for no less than thirty (30) hours each week. The Tenant agrees that the Tenant or the co-head of household will remain employed no less than thirty (30) hours each week as a condition of continued occupancy and further agrees that the Lessor may terminate the Lease if the Tenant, or any member of the Tenant's household does not comply with the requirement of this paragraph 8(a).

Notwithstanding any other provisions of this paragraph 8(a), if at any time, the hours of work of the Tenant or co-head of household are involuntarily reduced below thirty (30) hours each week for reasons that are not the fault of the Tenant or co-head of household, the Lessor will not terminate the Lease so long as the Tenant or the co-head of household is engaged in an active job-search and in self-sufficiency activities approved by the Lessor. The Tenant or co-head of household must attain employment of thirty (30) hours a week no later than twelve (12) months after the date of the reduction in or loss of employment.

If the Tenant or co-head of household is engaged in self-sufficiency activities approved by the Lessor and nine (9) months after the reduction in employment the Tenant or co-head of household is not employed, the Lessor will notify the Authority. If neither the Tenant or Co-head of household attains employment of at least thirty (30) hours each week within twelve (12) months of the Tenant or co-head of household's loss of employment, the Lessor shall notify the Authority and the Authority shall transfer the Tenant to a dwelling unit outside the Property or provide the Tenant with a Section 8 Housing Choice Voucher, in accordance with the Relocation Rights Contract between the Authority and the Tenant. In the event the Tenant does not accept the transfer to another dwelling unit outside the Property or the Section 8 Housing Choice Voucher, the Lessor may terminate the tenancy pursuant to Paragraph 11 of this lease agreement.

- b) ____ The head of the household, or the co-head of the household must be engaged in an active job search and in activities by which the Tenant or the co-head of household will be employed no less than thirty (30) hours each week, or must be actively participating in a full time, multi-year degree, vocational certification program or other full time job training or economic self-sufficiency program approved by the Lessor. The Tenant agrees that the Tenant or the co-head of household will remain engaged in such activities during the first year of occupancy and further agrees that the Tenant or the co-head of household will be employed no less than thirty (30) hours each week as a condition of continued occupancy after the initial term of the Lease; provided that, if the Tenant was admitted because the Tenant or the co-head of household was enrolled in and actively participating in a full time, multi-year degree, vocational certification program or other full time job training or economic self-sufficiency program approved by the Lessor, the Tenant agrees that the Tenant or the co-head of household will be employed no less than thirty (30) hours each week as a condition of continued occupancy within (90) days of the anticipated date of program completion, based on regular, full time attendance, or when the enrollee completes

the program, whichever comes first. The Tenant agrees that the Lessor may terminate the Lease if the Tenant or co-head of household does not comply with the requirement of this paragraph 8(b).

Notwithstanding any other provision of paragraph 8(b), and without limiting the Tenant's rights under this paragraph 8(b), if the Tenant or co-head of household is required to maintain employment, and if the Tenant or co-head of household becomes involuntarily unemployed for reasons that are not the fault of the Tenant or co-head of household, the Tenant or co-head of household shall have ninety (90) days to secure other employment, and the Lessor shall not terminate the Lease during the ninety (90) day period, so long as the Tenant or co-head of household is engaged in an active job search.

If during the first year of occupancy, the Tenant or co-head of household is engaged in self-sufficiency activities approved by the Lessor and nine (9) months after admission to the Property the Tenant or co-head of household is not employed, the Lessor will notify the Authority; provided that if the Tenant was admitted because the Tenant or the co-head of household was enrolled in and actively participating in a full time, multi-year degree, vocational certification program or other full time job training or economic self-sufficiency program approved by the Lessor, the Lessor shall notify the Authority no less than ninety (90) days before the anticipated completion date of such program. If neither the Tenant or co-head of household attains employment of at least thirty (30) hours each week within ninety (90) days of the anticipated completion date or the actual completion of the approved multi-year degree, vocational certification program or other full time job training or economic self-sufficiency program, the Lessor shall notify the Authority and the Authority shall transfer the Tenant to a dwelling unit outside the Property, or provide the Tenant with a Section 8 Housing Choice Voucher, in accordance with the Relocation Rights Contract between the Authority and the Tenant. In the event the Tenant does not accept the transfer to another dwelling unit outside the Property or the Section 8 Housing Choice Voucher, the Lessor may terminate the tenancy pursuant to Paragraph 11 of this lease agreement.

The Lessor agrees that the requirements of this paragraph 8 shall not apply to households in which the Tenant, and the co-head of household if any, is age 62 or older; or households in which the Tenant, and the co-head of household if any, is a person with disabilities; or households in which the Tenant, and the co-head of household if any, cannot work because he or she is the primary caretaker of a blind person, or a disabled person as defined by the Social Security Act in 42 U.S.C. §216(i) or §1614.

9. Transfers

- a) If the Tenant occupies a Unit with features designed to accommodate the needs of people with disabilities, and no member of the Tenant's household needs the features of the Unit, the Tenant agrees to transfer to another suitable Unit at the Property upon

thirty (30) days written notice from the Lessor. As per the CHA ACOP, CHA will pay the costs associated with the move and transfer of utilities.

- b) The Tenant agrees that the Lessor may transfer the Tenant to another Unit at the property if the Tenant's household is over-housed or under-housed, in the event of an emergency, for the reasons set forth in paragraph 7(e), or other special circumstances.

10. Renewal of the Lease

The Lease shall automatically renew at the end of the Term of the Lease, unless the Tenant is in violation of the Lease, or the terms and conditions of this Lease Addendum. The Lease will not be renewed if the Tenant refuses to accept the terms and conditions of the renewal of the Lease. Nothing in this paragraph shall limit the Lessor's ability to terminate the Lease, as described in the Lease or this Lease Addendum.

11. Termination of the Lease; Notice

- a) The Lessor may terminate the Lease for the reasons described in the Lease and in this Lease Addendum.
- b) If the Lessor terminates the Lease, the Lessor will notify the Tenant in the following manner:
 - i) The Lessor will provide fourteen (14) days advance written notice to the Tenant if the Lease is terminated for non-payment of rent.
 - ii) The Lessor will provide a reasonable period of advance written notice to the Tenant, considering the seriousness of the situation, no less than ten (10) but not to exceed thirty (30) days, in the event of (1) a threat to the health or safety of other tenants, employees or agents of the Owner or the Lessor, or persons residing in the immediate vicinity of the Property; (2) if any member of the Tenant's household engages in any drug related criminal activity or violent criminal activity; or (3) if any member of the Tenant's household is convicted of a felony.
 - iii) The Lessor will provide thirty (30) days advance written notice to the Tenant if the Lease is terminated for any other reason.

To the extent that applicable law would require a different notice period than stated above, the Lessor shall provide notice in accordance with all applicable legal requirements.

- c) A notice of termination of the Lease shall state the specific grounds for termination of the Lease, and shall inform the Tenant that the Tenant may reply to the notice. The notice of termination will advise the Tenant of the right to examine any documents in the possession of the Lessor that are relevant to the termination of the Lease. When an opportunity for an informal conference and a grievance hearing is required by the grievance policy, the notice of termination shall inform the Tenant of the right to request an informal conference and a hearing according to the grievance policy. A copy of the grievance policy is attached to this Lease Addendum.

- d) The Lessor shall not be required to offer the Tenant an informal conference or a hearing according to the grievance policy if the Lease is terminated because of: (i) any criminal activity that threatens the health, safety or right of peaceful enjoyment of the Property by other residents, or employees or agents of the Owner or Lessor; (ii) any violent or drug-related criminal activity on or off the Property; or (iii) any criminal activity that results in the felony conviction of the Tenant or a member of the Tenant's household.

In the event the Lessor terminates the Lease for the reasons described in this paragraph 11(d), the notice of termination will state: (i) the specific reasons for the termination of the Lease, including whether the Lease is terminated for criminal activity that threatens the health, safety or right of peaceful enjoyment of the Property by other residents, or employees or agents of the Owner or Lessor, or drug-related criminal activity ; (ii) that the Tenant is not entitled to a hearing according to the grievance policy; (iii) that the Lessor will evict the Tenant by the judicial eviction procedures available under the laws of Illinois; and (iv) that HUD has determined that the judicial eviction procedures available under the laws of the State of Illinois contain the basic elements of due process, as defined by HUD.

- e) The Tenant acknowledges that the rent paid for the Tenant's Unit may be subsidized by an operating subsidy payment received by the Lessor from the Chicago Housing Authority pursuant to federal law and any applicable regulations of the U.S. Department of Housing and Urban Development ("HUD"). In the event in a shortfall in operating subsidy payments, or if the operating subsidy payment is reduced or eliminated, without cause by Lessor, the Tenant acknowledges that, subject to HUD requirements and the agreement of the Chicago Housing Authority, the Lessor may deviate from the requirements of the Lease and this Lease Addendum. Subject to HUD requirements and the agreement of the Chicago Housing Authority, the Tenant agrees that in the event of a shortfall, or if the operating subsidy payment is reduced or eliminated, Lessor may terminate the Lease and require the relocation of the Tenant. The Lessor acknowledges that the Tenant may receive an offer of replacement public housing, or an offer of a Section 8 Voucher, from the Chicago Housing Authority. The Lessor may choose to continue the Lease if the Tenant receives a Section 8 Voucher from the Chicago Housing Authority.
- f) Any notice to vacate required by the laws of the State of Illinois, or local law will be combined with and shall run concurrently with any notice to terminate the Lease.

12. Surrender

The Tenant shall surrender the Unit and return the keys to the Unit to the Lessor at the end of the Lease, or upon termination of the Lease.

13. Abandonment

The Unit shall be deemed abandoned based upon the standards set forth in the Municipal Code of Chicago, as may be amended from time to time. Among other things, the Code provides that a Tenant shall be deemed to have abandoned a dwelling unit when (a) the Tenant has provided Lessor with actual notice indicating the Tenant's intent not to return to the dwelling unit, or (b) the Tenant has been absent from the dwelling unit for 21 days, has removed their personal property from the dwelling unit and has failed to pay rent for that period, or (c) the Tenant has been absent from the dwelling unit for 32 days and has failed to pay rent for that period. Upon abandonment of the Unit by the Tenant, the Lessor shall have the right to relet the Unit and dispose of the Tenant's property in the manner provided by law.

14. Eviction

The Lessor shall evict the Tenant only by the judicial eviction procedures available under the laws of the State of Illinois.

15. Signatures, Certifications and Acceptance of the Lease Addendum

The undersigned hereby acknowledge, agree to and accept in full the terms and conditions of the Lease Addendum. The undersigned hereby certify and agree as follows:

- a) My attached income certification is true, correct, and complete. I agree to provide a similar certification annually upon request during the term of my occupancy.
- b) The Lessor has my permission to verify my income from my employer, using the attached form now and on an annual basis.
- c) If my income certification and/or any lease application submitted by me is false, or if I fail to provide annual certifications, the Lessor will have the right to terminate my Lease and recover possession of my Unit. I understand that the Lessor is relying on my income certification in accepting me as a Tenant, and that the Lessor will be seriously harmed if my income does not qualify the Unit for low-income housing tax credits. This certification shall be considered part of the Lease.

Tenant:

(Signature of Head of Household) Dated: _____

(Signature of Adult Household Member) Dated: _____

(Signature of Adult Household Member) Dated: _____

**MANAGING AGENT'S LOW-INCOME ELIGIBILITY WORKSHEET AND
CERTIFICATION OF QUALIFIED OCCUPANT**

Building Name: _____ Initial Certification: _____

Assigned Unit No.: _____ Bedroom Size: _____ Annual Recertification: _____

PART 1 - HOUSEHOLD COMPOSITION

	Tenant's name (Last Name, First Name)	Relationship to Head	Age	Occupation	Full-Time Student
Head					
Co-Head					
3					
4					
5					

VERIFIED HOUSEHOLD INCOME

	Gross Salary or Wages	Self- Empl. Income	Rental Income, Interest, Stock Div.	Retireme nt, Pension, Annuity	Social Security	Unempl., Disability Comp.	Welfare	Alimony, Child Support	Other
Head									
2									
3									
4									
5									

COMBINED TOTAL INCOME FOR ALL HOUSEHOLD MEMBERS:\$ _____

PART 2 - LOW-INCOME ELIGIBILITY CALCULATION

1. Combined Total Household Income (from Tenant Income Certification) \$ _____
2. HUD Area Median Income for Household Size \$ _____
- Owner's Set-Aside Election: ____ 50% or ____ 60%
3. Is Tenant a Qualified Occupant? ____ Yes or ____ No

PART 3 - MANAGEMENT AGENT'S CERTIFICATION

I certify that the information contained herein is true and correct to the best of my knowledge and belief and that all verifications of Tenant's income required by the Lessor under its Management Agreement with the Owner have been obtained.

Lessor

Oakwood Shores Apartments

Notice of Occupancy Rights under the Violence Against Women Act¹

To all Tenants and Applicants

The Violence against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that complies with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

If you qualify for assistance under **Public Housing, LIHTC and HOME programs** you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving, assistance under **Public Housing, LIHTC and HOME programs** admission or assistance cannot be denied or participation terminated, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **Public Housing, LIHTC and HOME programs** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

OAKWOOD SHORES APARTMENTS may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If OAKWOOD SHORES APARTMENTS chooses to remove the abuser or perpetrator, OAKWOOD SHORES APARTMENTS may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

established eligibility for assistance under the program, OAKWOOD SHORES APARTMENTS must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, OAKWOOD SHORES APTS OAKWOOD SHORES APARTMENTS must follow Federal, State, and local eviction procedures. In order to divide a lease, OAKWOOD SHORES APARTMENTS may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, OAKWOOD SHORES APARTMENTS may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, OAKWOOD SHORES APARTMENTS may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the Oakwood Shores Apts may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your V does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your OAKWOOD SHORES APARTMENTS may ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. Your OAKWOOD SHORES APARTMENTS may choose to require that you submit a form, or may accept another written or oral request. **(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

OAKWOOD SHORES APARTMENTS will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

OAKWOOD SHORES APARTMENTS's emergency transfer plan provides further information on emergency transfers, and OAKWOOD SHORES APARTMENTS must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

OAKWOOD SHORES APTS can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from OAKWOOD SHORES APTS must be in writing, and OAKWOOD SHORES APTS must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. OAKWOOD SHORES APTS may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to OAKWOOD SHORES APTS as documentation. It is your choice which of the following to submit if OAKWOOD SHORES APTS asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- ☐ A complete HUD-approved certification form given to you by OAKWOOD SHORES APTS with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- ☐ A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- ☐ A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- ☐ Any other statement or evidence that OAKWOOD SHORES APTS has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, OAKWOOD SHORES APTS does not have to provide you with the protections contained in this notice.

If OAKWOOD SHORES APARTMENTS receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), OAKWOOD SHORES APARTMENTS has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, OAKWOOD SHORES APTS does not have to provide you with the protections contained in this notice.

Confidentiality

OAKWOOD SHORES APARTMENTS must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

OAKWOOD SHORES APARTMENTS must not allow any individual administering assistance or other services on behalf of OAKWOOD SHORES APARTMENTS (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

OAKWOOD SHORES APARTMENTS must not enter your information into any shared database or disclose your information to any other entity or individual. OAKWOOD SHORES APARTMENTS, however, may disclose the information provided if:

- ☐ You give written permission to OAKWOOD SHORES APARTMENTS to release the information on a time limited basis.
- ☐ OAKWOOD SHORES APARTMENTS needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- ☐ A law requires OAKWOOD SHORES APARTMENTS or your landlord to release the information.

VAWA does not limit OAKWOOD SHORES APARTMENTS's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, OAKWOOD SHORES APARTMENTS cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if OAKWOOD SHORES APARTMENTS can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If OAKWOOD SHORES APARTMENTS can demonstrate the above, OAKWOOD SHORES APARTMENTS should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered OAKWOOD SHORES APARTMENTS's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint to:

U.S. Department of Housing and Urban Development
 Ralph H. Metcalfe Federal Building
 77 West Jackson Boulevard
 Chicago IL, 60604
 Contact: 312-353-6236
 Fax: 312-913-8293
 TTY: 312-353-7143

For Additional Information

You may view a copy of HUD's final VAWA rule at:

<https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs>

OAKWOOD SHORES APARTMENTS must make a copy of HUD's VAWA regulations available to you if you ask to see them. For questions regarding VAWA, please contact:

Oakwood Shores Apartments
3859 South Vincennes Avenue
Chicago, IL 60653
773-373-1300

For help regarding an abusive relationship, you may call:

- National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY).
- Chicago Abused Women Coalition, Chicago, IL 60651
 Hotline: (773) 278-4566
 TTY Hotline: (773) 278-4114
 E-Mail: cawcadmin@mindspring.com Web Site: cawc.org
- Between Friends, Chicago. IL 60645
 Toll Free Hotline: (800) 603-4357
 Web Site: <http://www.betweenfriendschicago.org/>
- Domestic Violence Legal Clinic, Chicago, IL 60607
- City of Chicago Domestic Violence Help Line
 877-863-6338 -- TTY: 1877-863-6339
 Crisis call: 1800-273-Talk (8255)
- YWCA of Metropolitan Chicago, Chicago, IL 60601
- (888) 293-2080
 Web Site: ywcachicago.org

- Legal Assistance Foundation of Metropolitan Chicago, Chicago, IL 60604
Hotline: (800) 824-4050
Web Site: lafchicago.org

For help regarding sexual assault, you may contact:

- Apna Ghar (Our Home), Inc., Chicago, IL 60640
Hotline: (773) 334-4663
Toll Free Hotline: (800) 717-0757
E-Mail: info@apnaghar.org
Web Site: apnaghar.org
- Between Friends, Chicago, IL 60645
Toll Free Hotline: (800) 603-4357
Web Site: <http://www.betweenfriendschicago.org/>

If you are or have been a victim of stalking and are seeking help, you may contact:

- National Center for Victims of Crime's Stalking Resource Center,
<https://www.victimsofcrime.org/out-programs/stalking-resource-center>.
- National Organization for Victim Assistance (NOVA) 1-800-879-6682.
- Womenslaw.org (National Center for victims of crime- 1800-FYI-CALL

Attachment: Certification form HUD-5382

**Oakwood Shores
Lease Attachment
Rules and Regulations**

All parts of the Lease, including these Rules and Regulations, apply equally to all members of the household.

Tenants are responsible for the actions of all household members, guests and/or visitors, including any damages by tenant's children or tenant's guests. Tenants will be held responsible for any violations of the Lease and the Rules and Regulations committed by their guests or visitors. Violations will be cause for eviction.

1. Air Conditioners

All units are equipped with air conditioners that service the entire unit. No window air conditioners or fans are permitted.

Initials

2. Alterations

No additions, alterations, or repairs may be made to the unit. This includes, but is not limited to, bar or counter attachments, plumbing fixtures, locks (chains or deadbolts), painting, mirror tiles, wallpaper, or any other attachment to the floor, ceiling or wall. Wires, cables, exterior radio or television aerials or antennas shall not be installed on the grounds or attached to any part of the buildings. Cable wires must not be draped across the floor of apartments.

Pictures must be hung using picture-hanging nails. Adhesive picture hangers are not permitted.

Initials

3. Appliances

Refrigerators, stoves, dishwashers, washers, and dryers must be properly cleaned and maintained as described in the manufacturer's instructions.

Heating and cooling filters will be replaced by Facility Services three times per year. It is the tenant's responsibility to clean the return air grills to allow for proper ventilation.

Initials

4. Barbeque Grills

Barbeque grills and/or any form of barbeque grilling are not allowed on balconies or porches. Barbeque grills and/or any form of barbeque grilling are not allowed in any common areas of the property unless specifically directed through signage or written

notification from Management. In addition, barbeque grills cannot be stored inside apartments.

Initials

5. Cable

All units are “cable ready”; therefore, no outside antennas are permitted. Any additional cable installation will require written permission of Management. No drilling through the exterior brick is allowed. A licensed electrician or employee of the local cable company must perform the installation. The cost is the responsibility of the Tenant. The installation becomes part of the unit and will remain when the Tenant moves from the unit.

Satellite dishes are not permitted in any part of the development.

Initials

6. Clotheslines

Clotheslines are not permitted outside units at any time.

Initials

7. Common areas

Private exterior space is defined as the space immediately in front of and behind the unit, including the patio area and grass adjacent to townhouse units and patios, balconies, and decks connected to other units. Common areas are defined as all other spaces at Oakwood Shores including but not limited to entrances, hallways, decks, staircases (interior and exterior), grass areas around the buildings, sidewalks, and parking areas.

Tenants shall not place, store, or leave bicycles, grills, strollers, toys, wagons, shopping carts, furniture, clothing, brooms, mops, garbage cans, newspaper containers, swimming pools, or any other items in the site’s common areas.

If a Tenant leaves items in the common areas, Management will remove and dispose of the items at the Tenant’s expense.

Consumption of alcoholic beverages is not permitted in any of the common areas.

Smoking of tobacco products, included but not limited to cigarettes, cigars, pipes, is not permitted within the common areas of the building. Smoking is also prohibited within 25 feet of any exterior building door.

Littering or trash disposal in the common areas, playgrounds, sidewalks, parking areas, park or streets is prohibited. Trash is to be placed in the designated trash disposal containers.

Initials _____

8. Conflicts between Tenants

Tenants are urged to try and solve their differences with their neighbors before contacting Management.

If differences between neighbors are not resolved by the neighbors themselves, complaints and concerns from tenants will be dealt with by management promptly. Tenants are instructed to address grievances directly to the Property Manager for mediation.

Whether it is a noise complaint, dispute over parking, reports of illegal activity, or any other matter that affects the quality of life for a tenant, management will demonstrate fairness while resolving grievances or disputes. Tenants are reminded that minor violations or a single major violation of the terms of the Lease, including the Rules and Regulation, are grounds for eviction. At the first evidence of a problem, management will meet with the tenant(s); state clearly the behavior that may not continue and the consequences of continued or repeated behaviors. Every effort will be made to assist the tenant in correcting the problem.

Not attending a Management scheduled meeting to resolve neighbor issues is a lease violation.

Initials _____

9. Cost for Damages, Charges, and/ or Fines

The cost for all repairs for damage, beyond normal wear and tear, shall be the responsibility of the Tenant. The actual cost of labor and replacement or repair cost of damages will be applied to the Tenant's account. All cost for damage, charges or fines shall be due and payable within thirty (30) days after receipt of notice from Management. A Charge List is provided at move in. This List will be updated annually and distributed to all tenants.

Initials _____

10. Criminal Activity

Any criminal activity, including the possession, purchase, or sale of any illegal controlled substances by the Tenant, any member of the Tenant's household, any guest or any other person under the Tenant's control, and any activity that threatens

the health, safety or right to peaceful enjoyment of the community by other residents, will be grounds for eviction or criminal prosecution.

Management will respect the Tenant's privacy rights when monitoring for criminal activity; however, where drug use or other criminal activity within a Tenant's unit is readily observable from outside the unit, Management will notify the proper authorities and commence eviction proceedings.

Initials

11. Curfew

In keeping with the City of Chicago Curfew Law, children under age 17 may not be outdoors after 10:00 p.m. Sunday through Thursday and after 11:00 p.m. Friday and Saturday and unsupervised children under 13 may not be outdoors after 8:30 p.m. on Sunday through Thursday and after 9 p.m. on Friday and Saturday.

Initials

12. Dwelling Unit

No member of the Tenant's household will be permitted to utilize his or her apartment for purposes other than dwelling. Home-based businesses are prohibited.

Only those persons whose names are listed in the records of Management shall reside at the address in the dwelling unit.

No dangerous or flammable items can be stored in or around the dwelling unit.

No signs are permitted on doors or windows in common areas. Signs are permitted only in the portion of the Tenant's unit that is within the Tenant's exclusive control.

Initials

13. Heating/ Utility Areas

Most apartments are equipped with at least one utility closet. The closet(s) is for heating, hot water tanks, and utility equipment only. The blocking of access to any heating or utility equipment is prohibited. Tenants are not permitted to store any items in the heating or utility areas. If tenants' personal belongings are found stored in the heating and utility areas, a lease violation will be issued.

Initials

14. Housekeeping

Residents are responsible for maintaining their apartment in a clean, safe and sanitary condition at all times. This includes all appliances, cabinets (interior and exterior), floors, tubs, toilets, sinks, walls, doors, switchplates, heating/air vents, baseboards, windows and sills, window coverings, closets, storage and laundry rooms and all

other areas not included in this list. It is also the resident's responsibility to maintain the carpeting in good condition and provide carpet cleaning and stain removal as necessary.

Initials

15. Inspections

Apartments may be inspected by Management at least one time per year to ensure all repairs are identified and completed as needed, as well as to ensure that housekeeping standards are maintained. Violation notices will be sent to and legal follow-up will occur for those Tenants who are not in compliance with Lease terms and the Rules and Regulations. Tenants must cooperate with Management inspections. Refusal to permit Management access to the unit for inspections or to cooperate with inspections will result in termination of the Lease.

Along with management inspections, residents can also expect inspections by various government agencies each year. Residents will receive at least a 48-hour advance notice before any inspection.

Initials

16. Guests

Tenants must obtain the approval of Management for all guests and visitors staying in the unit for more than seven days. To request Management's approval, Tenants must notify Management in writing.

All Tenants are responsible for the actions of any members of the Tenant's household, guests, or any other person under the Tenant's control. No one may occupy the apartment unless they are on the Tenant's Lease Agreement.

Tenants are responsible for:

- Misconduct or violation of rules by any member of the Tenant's household, any guest or any other person under the Tenant's control. This includes negative behaviors and/or conduct of all children.
- Property stolen or damaged by the Tenant, any member of the Tenant's household, any guest or any other person under the Tenant's control.
- Any loss or damage to the property by fire, flood, and/or negligence or misuse on the part of the Tenant, any member of the Tenant's household, any guest or any other person under the Tenant's control.

Tenants will be required to reimburse Oakwood Shores for the cost of any repairs/replacements necessitated by the neglect or misuse by any member of the Tenant's household, guest or other person under the Tenant's control. Tenant agrees

that such reimbursement will be made within 30 days of Management's notification to Tenant of such charges.

Initials

17. Light Bulbs

Light bulbs are supplied to each fixture at the time of move-in. Tenants are responsible for buying and installing light bulbs, including exterior light bulbs within the Tenant's control (i.e. porch or balcony lighting). Please contact Maintenance if interior or exterior lighting is not working appropriately

Initials

18. Lockouts

All lockouts Monday through Friday (excluding Holidays) between 8:00 a.m. and 4:30 p.m. will be charged to the tenant account. Lockouts after weekday office hours, on weekends, or Holidays will also be charged the "After Hours Rate" (see attached charge list).

Initials

19. Locks

Any changes to or addition of locks (i.e. deadbolts, lock change, etc) is prohibited.

Initials

20. Loitering

No loitering is allowed in common areas. The Tenant agrees not to allow any member of the Tenant's household, any guest, or any other person under the Tenant's control to loiter in the common areas, including hallways, building entrances, parking lots, grounds and sidewalks.

Initials

21. Maintenance Repairs

Tenants must maintain their units in a safe and sanitary condition. All Tenants are required to notify Management within 24-hours if any part of the unit shall fail or break or if there is any damage caused by tenant neglect or misuse.

Initials

22. Noise

The Tenant shall not permit any musical instrument, radio, television, stereo, or other like device to be used above a normal tone. Normal tone means the device cannot be heard from the exterior of the unit and does not interfere with neighbor's quiet enjoyment.

Excessive interference with the rights of others will not be tolerated. Unreasonable noises, such as loud music, including car music, car horns, pets, and voices, children/adults walking, stomping, jumping, etc., especially between the hours of 10:00 p.m. and 8:00 a.m., will not be tolerated. Repeated violations (exceeding two (2) incidents per six-month period) will result in Management action, up to and including termination of tenancy.

Initials

23. Parking/ Motor Vehicles

Parking is available on a first-come, first-served basis. Parking in spaces reserved for people with disabilities is reserved for vehicles properly permitted or licensed for handicapped parking. Management will in no way guarantee any Tenant a parking space. Only operable vehicles with current State of Illinois registrations are permitted in the parking area. Inoperable, unlicensed vehicles, improperly parked vehicles and/or vehicles with expired registration will be towed, at the expense of the owner, without warning.

Parking in the parking lots (all off-street parking areas) is Permit Only Parking. A Permit may be obtained from the Management Office by providing the current vehicle registration in the name of the leaseholder. Only one permit can be issued per apartment.

Vehicles on public streets and parking areas must be parked in a manner that is in keeping with local regulations including regulations that prohibit obstructing or parking on sidewalks. Tenants and their guests must comply with all posted street signs. Management will notify the Chicago Police Department of any improperly parked vehicles on public streets.

Vehicle repairs, including oil changes and auto bodywork, may not be performed while parked in the parking areas of the development. Vehicle repairs, including oil changes and auto bodywork, may also not be performed on the streets or sidewalks, subject to the requirements of local regulations.

Tenants are not permitted to wash their vehicle on the premises.

Vehicles parked in “NO PARKING” or “HANDICAPPED” designated areas will be towed at the expense of the owner without warning. There will be no exceptions.

Initials

24. Pest Control

Each unit and common areas are exterminated on a routine basis or when necessary. Tenants will be given at least 48 hours notice and full compliance with the notice, including removing items from kitchen cabinets and covering food and utensils is

required. All Tenants agree to allow Management the entry and completion of any routine or scheduled extermination.

Tenants should contact Facility Services to request to be placed on the list for extermination.

Initials

25. Pets

Common Household Pets are permitted pursuant to the attached Oakwood Shores Pet Policy. Resident must enter into a Pet Lease Addendum prior to bringing the pet onto the premises. Pets must be current on all required vaccinations and proof of such vaccinations must be provided. Dogs may be walked only in designated areas and resident must promptly and properly dispose of all pet waste. Dogs must be on a leash at all times when in the common areas or on the grounds. Pets may not disturb the quiet enjoyment of the other residents at any time, or the pet must be removed from the premises. Resident is responsible for the cost of any damage or cleaning to the unit or common areas resulting from their pet. The complete Pet Policy can be found in the Oakwood Shores Pet Rules and the Pet Lease Addendum for Oakwood Shores.

Initials

26. Decks, Balconies, Porches and Yards

Porches and backyards are not to be used for storage.

Landscaping alterations are not permitted.

Initials

27. Rental Payments/ Late Fees

Rent must be paid by personal check, cashier's check or money order. Cash will not be accepted. No partial payments will be accepted.

Rent is due and payable on the first day of the month. For each month in which the rent is received after the fifth day of the month, the Tenant shall pay \$10.00, plus 5% of the amount by which the rent exceeds \$500. If rent is not paid by the 5th of the month, Management will issue the Tenant an eviction notice. Repeated late payment of rent will result in non renewal of the lease.

There will be a \$50.00 charge for a returned check. Any Tenant who has two (2) returned checks **during the term of the lease** will be required to make all future payments by money order or cashier's check.

Initials

28. Renter's Insurance

The insurance carried by Management does not cover the personal property of the Tenant, and Management is not responsible for any loss or damage to Tenants' goods or personal belongings. Accordingly, tenants are strongly encouraged to obtain renters insurance.

Tenants are responsible for any damages to the property due to their own negligence. For example, a stove fire that causes damages to the building hallways and neighboring unit would be the responsibility of the tenant that caused the fire, regardless of whether or not, the damage was accidental. In this situation, the tenant would be legally responsible for the costs of the repairs to the property and the neighbor's property.

Initials

29. Sanitation

Tenant agrees to keep the interior and exterior of the residence clean and not contribute to unclean or unsanitary conditions in the community. No unusual or objectionable odors shall be produced from the rented premises. No graffiti is permitted anywhere on the premises. Destroying or defacing property is considered criminally damaging and illegal. All violations will be prosecuted. Tenants will be charged for all repairs and/ or restoration of the property (see attached charge list).

Initials

30. Smoke Detectors and Carbon Monoxide Detectors

Upon move-in, an inspection will be conducted with Management and the Tenant testing the smoke and carbon monoxide detectors. The Tenant will sign an inspection form acknowledging the inspection was conducted.

In accordance with City of Chicago Code, Management is responsible for testing and maintaining detectors in common stairwells and the Tenant is responsible for: (1) providing and maintaining functional batteries for each detector; (2) testing and maintaining detectors within dwelling units; (3) and notify Management in writing of any deficiencies. Management is responsible for providing each tenant with written information regarding detector testing and maintenance.

In accordance with City of Chicago code, it is unlawful for any person to remove batteries or in any way make inoperable smoke detectors. If at any time a member of Management should inspect the apartment and find that smoke detector(s) have been tampered with and/or removed, the Tenant will receive a major lease violation and tenancy may be terminated. In addition, the tenant will be charged the cost of repairing detector.

Initials

31. Swimming Pools

Portable swimming pools, regardless of size, are not permitted on the property.

Initials

32. Trash Removal

Trash collection for Tenants in the town home units will be handled by the City of Chicago. During move in, tenants will be advised of collection days and requirements. Tenants are required to perform any recycling that may be required by the City of Chicago. Plastic trash containers are the responsibility of the Tenant.

All trash should be placed in a plastic bag and closed tightly before placing it in the on-site trash containers located adjacent to the parking area for each building. All boxes and containers must be broken down and placed in the proper container. Anything spilled should be cleaned up immediately. There should be no trash left outside of the unit's designated on-site trash disposal container. Tenant will be charged the cost of trash removal per the Charge List. Receipt of two violations for trash removal is cause for possible termination of the Lease.

There should be no dumping of garbage outside of the windows onto any adjacent property by any tenant and/or member of their household. Any tenant and/or family member, guest, visitor in violation of this policy will be subject to a lease violation.

No large household items such as furniture, bedding, etc. should be placed in or around designated trash containers or around the unit. Tenants must make arrangements to have these items removed from the premises. If Management is required to remove such items for disposal, a standard commercial charge will be applied (see attached charge list)

Initials

33. Waterbeds

Waterbeds are not permitted.

Initials

34. Windows/ Screens

Missing or broken windows and screens will be replaced or repaired promptly by maintenance. Where the damage is the result of misuse or abuse, the expense for the replacement or repair is charged to the Tenant in an amount equal to the cost to Management.

Oakwood Shores Charge List

Carpet Cleaning (shampoo/steam clean) 1 bedroom	\$70	Replace Window Blind (28x64)	\$20
Carpet Cleaning (shampoo/steam clean) 2 bedroom	\$80	Replace Window Blind (31x64)	\$20
Carpet Cleaning (shampoo/steam clean) 3 bedroom	\$90	Replace Window Blind (35x72)	\$20
Carpet Cleaning (shampoo/steam clean) 2 bedroom duplex w/stairs	\$100	Replace Toilet Seat	\$15
Carpet Cleaning (shampoo/steam clean) 3 bedroom duplex w/stairs	\$110	Smoke Detector	\$45
Carpet Cleaning (shampoo/steam clean) 4 bedroom	\$100	Carbon Monoxide Detector	\$50
Heavy Cleaning-Heavily Soiled(add'l charge per room)	\$20 per room	Replace Light Fixture Ceiling Mount Large	\$145
Cleaning		Replace Light Fixture Ceiling Mount Medium	\$110
Remove Trash	\$30 per hour	Replace Light Fixture Ceiling Mount Hanging	\$185
Remove furniture (one person to move)	\$30 per hour	Replace Refrigerator	\$552
Remove furniture (two persons to move)	\$60 per hour	Replace Range/Stove Gas	\$415
Remove Security Alarm and detectors	\$75	Replace Vented/Light Hood, Standard 30"	\$95
Doors/Locks/Keys		Replace Dishwasher	\$260
Interior Door	\$270	Replace Dishwasher (ADA)	\$490
Interior Door Lockset	\$50	Replace Washer	\$489
Interior Door Lockset Bypass	\$40	Replace Dryer	\$413
Front Door(Metal/Solid Wood)	\$350	Replace Washer (ADA)	\$696
Front Door Lockset (2 Door)	\$125	Replace Dryer (ADA)	\$528
Front Door Lockset (3 Door)	\$175	Replace Stackable Washer/Dryer	\$850
Building Entrance Door	\$395	Replace Refrigerator Door	\$125
Building Entrance Door Lockset and keys	\$275	Replace Refrigerator Door Liner	\$85
Building Entrance Door Electric Strike Plates	\$120	Replace Freezer Door	\$95
Building Entrance Door Mortise Lock Panel	\$200	Replace Freezer Door Liner	\$75
Building Entrance Key	\$75	Replace Crisper Drawer	\$45
Building Entrance Electronic Key Card	\$75	Replace Refrigerator Shelf	\$60
Mechanical/Utility Room Leaver Door(per door)	\$150	Replace Stove Burner	\$30
Kitchen/Bath cabinet doors	\$45-\$80	Replace Oven Rack	\$20
Replacing Mailbox lock	\$20	Replace Drip Pan	\$3
Painting		Replace Broiler Pan	\$15
Painting 1 Bedroom apartment	\$770	Replace Kitchen Faucet	\$90
Painting 2 Bedroom apartment	\$960	Replace Dishwasher Rack	\$60
Painting 3 Bedroom apartment	\$1100	Replace cabinet	\$190
Painting 2 Bedroom duplex w/ stairs	\$1300	Replace cabinet door or drawer	\$45
Painting 3 Bedroom duplex w/ stairs	\$1400	Replace vanity	\$200
Painting 4 Bedroom apartment	\$1600	Replace vanity mirror	\$130
Painting Living Room		Replace toilet and tank	\$300
Painting Bedroom		Reglaze tub	\$450
Painting Hallway		Replace window glass	\$100 per pane
Painting Kitchen		Replace window screen	\$30
Painting Bathroom		Carpet Replacement	\$20 per yard
Lockouts		Labor Charges	
After hours - Lockout after 4:30pm Monday-Friday,Weekends and Holidays	\$75	Hourly Labor Charge	\$30
Lockouts during Facilities Services Hours 8:30am-4:30pm Monday-Friday, except Holidays	\$30	After Hour callback charges. Minimum 2 hours	\$60

Notice:

Above is a general sampling of charges Any other components or services performed will be assessed on a current market rate plus labor charges. The charge for contracted services will be assessed at the time Facilities Services receives the original invoice from the contractor performing the work.

Oakwood Shores Utility Release Form

For evaluation purposes only, The Community Builders, Inc. will contact your local utility company directly to verify and/or obtain energy and water consumption data to track the cost-effectiveness of green building practices in reducing resource consumption and resident utility bills.

By signing this release form, I, [REDACTED], grant The Community Builders, Inc. permission to access and assess energy/water billing and consumption information for ongoing tracking of energy and water usage during my occupancy of the unit.

Address: _____ City: _____ State _____ Zip: _____

Utility Information

Electricity Utility: _____

Account Name: _____ Account Number: _____

Meter Number: _____

Natural Gas
Utility: _____

Account Name: _____ Account Number: _____

Meter Number: _____

I certify that I have read this Utility Release Form and agree to the terms set forth above:

Signature: _____ Date Signed: _____

The information obtained pursuant to the release shall be treated as confidential to the maximum extent permitted by law.

OAKWOOD SHORES PET OWNERSHIP RULES

Resident Name

Address

These pet ownership rules are developed in cooperation with local and state laws.

No visiting pets are permitted. This includes pets being kept temporarily on the premises.

Type of Pet: _____

Age: _____ Size: _____ lbs.

Common Household Pets

The types of pets described below are considered common household pets. No types of pets other than the following may be kept by a tenant. The following types and qualifications are consistent with applicable State and local law. A tenant may either have one dog or one cat, but not both.

- Dogs: The maximum number permitted is one dog. The maximum adult weight cannot exceed twenty-five pounds. The dog must be housebroken and spayed or neutered, must have all State required inoculations, and must be licensed as specified now or in the future by State law and local ordinance.
- Cats: The maximum number permitted is one cat. The cat must be declawed, trained to use a litterbox or other waste receptacle and spayed or neutered (spayed for female cats over six (6) months of age or neutered for male cats over ten (10) months in age), must have all State required inoculations, and must be licensed as specified now or in the future by State law and local ordinance.
- Birds: The maximum number of birds permitted in the unit is two, if average cockatiel size (parakeets, finches, etc.), or one if a larger bird (such as a parrot, macaw, etc.). The bird(s) must be enclosed in a cage at all times
- Fish: The maximum aquarium size is ten gallon and must be maintained on an approved stand.
- Turtles: The maximum number of turtles is one per unit. The turtle must be enclosed in an acceptable cage or container at all times.

Prohibited Pets

The following are NOT considered "common household pets" and are not permitted:

- Domesticated dogs that exceed twenty-five pounds..
- Rodents are not permitted.
- Vicious or intimidating pets. Dog breeds including pit bull, rottweiler, chow, boxer, Doberman, Dalmatian, and German shepherd are considered vicious or intimidating breeds and are not allowed.

- Animals who would be allowed to produce offspring for sale.
- Wild, feral, or any other animals that are not amenable to routine human handling.
- Any poisonous animals of any kind.
- Fish in aquariums exceeding ten gallons in capacity.
- Non-human primates.
- Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit.
- Pot-bellied pigs.
- Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children.
- Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children.
- Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans.
- Snakes or other kinds of reptiles.

Registration Requirements

Pets must be registered with Management before they are brought onto the premises.

Registration includes a current photograph, certificate signed by a licensed veterinarian or State/local authority that pet is free of ticks and fleas (if applicable); is spayed or neutered and is current on all shots and vaccines . Registration must be renewed and will be coordinated with the annual reexamination date. Proof of license and inoculation will be submitted at least 30 days prior to annual reexamination.

Pet Ownership Rules

The Tenant will adhere to the following rules:

- Agree that the tenant is responsible and liable for all damages caused by their pet(s). The Tenant, now choosing to have a pet in his/her unit, assumes the risk of loss, injury, damage, or destruction to the premises caused by the pet.
- Tenant, or if there are multiple tenants and/or authorized occupants in a particular unit, is jointly and severally responsible for the pet(s) designated to their unit.
- All complaints of cruelty and all dog bites will be referred to animal control or applicable agency for investigation and enforcement.
- All common household pets are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside areas.
- Tenants shall not feed any stray animals; doing so, or keeping stray or unregistered animals, will be considered having a pet without permission.
- No animals may be tethered or chained outside or inside the dwelling unit.
- When outside the dwelling unit, all pets must be on a leash or in an animal transport enclosure and under the control of a responsible individual.
- All fecal matter deposited by the pet(s) must be promptly and completely removed from any common area, including any pet or animal exercise area. Failure to do so will result in a Pet Waste Removal charge to the tenant, which will consist of all reasonable charges incurred by Management. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin. Pet waste removal charges are not part of rent payable by the tenant.
- Litter boxes shall be stored inside the tenant's dwelling unit or in animal enclosures maintained within dwelling units AND must be removed and/or replaced regularly. Failure to do so will result in a Pet Waste Removal charge. Litter shall not be disposed of by being flushed through a toilet.
- The tenant pet owner shall take adequate precautions to eliminate any animal or pet odors within or around the unit and to maintain the unit in a

sanitary condition at all times.

- Mandatory implementation of effective flea control by measures that produce no toxic hazard to children who may come into contact with treated animals.
- The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance.
- The right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation, at owner's expense. The tenant shall be responsible for any impoundment fees, and Management accepts no responsibility for pets so removed.
- Failure to abide by any animal-related requirement or restriction constitutes a violation of the Tenant Obligations in the tenant's Lease Agreement.
- Tenants will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other tenants in their units or in common areas. This includes, but is not limited to any other action which interferes with the quiet enjoyment of other residents and/or their health, welfare and/or safety and/or the health, welfare and/or safety of any agent or contractor hired by the corporation, including by not limited to, the employees of the Management Company hired by the corporation, including, without limitation, making excessive noise, damage to the unit and/or development grounds, lunging at or attacking other residents, their guests and/or other animals.
- Tenants/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.
- Tenant will not to keep and/or maintain any other pet(s), even on a temporary basis, in the unit and/or on the development grounds
- Tenant will not keep and/or maintain any pet, even on a temporary basis, in the unit and/or on the development grounds that has been deemed by any governmental and/or municipal hearing authority to be a:
 - "Dangerous Dog", a dog that either: (i) without justification, attacks a person or domestic animal causing physical injury or death; or (ii) behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury or death to a person or to a domestic or owned animal; and/or,

- "Nuisance Dog", a dog that: (1) by excessive barking or other disturbance, is a source of annoyance to a sick person residing in the vicinity; or (ii) by excessive barking, causing damage or other interference, a reasonable person would find such behavior disruptive to one's quit and peaceful enjoyment; or (iii) has threatened or attacked a domestic animal or person, but such threat or attack was not a grossly disproportionate reaction under the circumstances

Pet Free Areas

The following areas are designated as no-pet areas:

- Playgrounds
- Management offices
- Community centers

Deposits for Pets

Tenants with animals must pay a pet deposit of \$300 for the purpose of defraying all reasonable costs directly attributable to the presence of a particular pet.

The tenant will be responsible for all reasonable expenses directly related to the presence of the animal or pet on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed. These charges are due and payable within 30 days of written notification. Management reserves the right to change or increase the required deposit by amendment to these rules. Management will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, within the time required by applicable law after the tenant moves or upon removal of the pet from the unit.

All reasonable expenses incurred by Management as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the tenant, including, but not limited to:

- The cost of repairs and replacements to the tenant's dwelling unit;
- Fumigation of the dwelling unit;
- Common areas of the project if applicable
- Pet waste removal charges.

The expense of flea disinfestations shall be the responsibility of the tenant. If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge. Failure to pay current charges will be considered a violation of the lease.

If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The tenant will be billed for any amount that exceeds the pet deposit. The pet deposit will be refunded when the tenant moves out or no longer has a pet on the premises, whichever occurs first.

Pet Deposits are not a part of rent payable by the tenant.

Oakwood Shores Senior Apartments Only. The Tenant understands that HUD will not make a subsidy payment for any period in which the unit is not habitable, so, for any such period resulting from damage caused by the Tenant's pet (including any such period after the end of the term of the Lease), the Tenant agrees to pay the basic/contract rent for the unit.

Pet Area Restrictions

Pets must be maintained within the tenant's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the tenant or other responsible individual at all times.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

Pet Care

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 24 hours. Tenant / pet owner must properly cage any pet upon the Resident leaving the unit for any period of time.

All tenants/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Tenants/pet owners must recognize that other tenants may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other tenants.

Responsible Parties

The tenant/pet owner will be required to designate one additional responsible party for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet. If tenants are not members of the same family, each resident should designate a responsible party who does not reside within the unit.

Alternate Responsible Party:

Name: _____

Address: _____

Phone: () _____

Pet Rule Violation Notice

The authorization for a common household pet may be revoked at any time subject to Management's grievance procedure if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.

Tenants who violate these rules are subject to mandatory removal of the pet from the premises within 30 days of notice by Management; or if for a threat to health and safety, removal within 24 hours of notice.

If a determination is made on objective facts supported by written statements, that a tenant pet owner has violated the Pet Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

- That the tenant pet owner has ten business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation; That the tenant pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
- That the tenant pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

If the pet owner requests a meeting within the ten business day period, the meeting will be scheduled no later than ten business days before the effective date of service of the notice, unless the pet owner agrees to a later date in

writing.

Notice for Pet Removal

If the tenant/ pet owner and Management are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by Management, Management may serve notice to remove the pet.

The Notice shall contain:

- A brief statement of the factual basis for the Management's determination of the Pet Rule that has been violated;
- The requirement that the tenant/ pet owner must remove the pet within ten business days of the notice; and
- A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

Termination of Tenancy

Management may initiate procedures for termination of tenancy based on a pet rule violation if:

- The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and
- The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

Pet Removal

If the death or incapacity of the pet owner threatens the health or safety of the pet, if a pet is poorly cared for, or has been left unattended for over twenty-four hours, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the tenant pet owner. If the responsible party is unwilling or unable to care for the pet, if Management after reasonable efforts cannot contact the responsible party, or if there is no responsible party, Management may contact the appropriate State or local agency and request the removal of the pet, or Management may place the pet in a proper facility for up to 30 days. If there is no other solution at the end of 30 days, Management may donate the pet to a humane society. Cost of this professional care will be borne by the pet owner.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

Emergencies

Management will take all necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for Management to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

Tenant Signature

Date

Tenant Signature

Date

Property Manager Signature

Date

ASSISTANCE ANIMAL POLICY

PLEASE NOTE: Animals are a serious responsibility and risk for each resident in the Premises and the Community. If not properly controlled and cared for, animals can disturb the rights of others and cause significant damages for which residents may be held liable.

In the event Lessor has granted Lessee's request for a service/therapy/emotional support /companion animal (the "Assistance Animal"), Lessee understands there is no additional security deposit or animal fee but agrees to the following:

- 1. **DESCRIPTION OF ASSISTANCE ANIMAL.** Only a registered Assistance Animal will reside in the Lessee's unit. Lessee must provide Lessor the following information:
Type: _____ Breed: _____ Color: _____
Age: _____ Weight: _____ Name of Animal: _____
License #: _____ Issued by City of: _____
- 2. **LICENSE/VACCINATIONS.** The Assistance Animal must be properly licensed and have the shots/vaccinations required by statute or regulation at all times. Lessee shall provide documentation confirming the Assistance Animal is properly licensed and has all shots/vaccinations required. Lessee shall attach the license tag to the Assistance Animal's collar and leave in place for the entire Term.
- 3. **HISTORY OF AGGRESSION.** No Assistance Animal with a history of aggressive, threatening or violent behavior will be allowed.
- 4. **LIABILITY FOR DAMAGES / INDEMNITY / INSURANCE.** Lessee shall be liable for the entire amount of all damage caused by such Assistance Animal. This applies to floors, carpets, doors, walls, wallpaper, windows, screens, furniture, appliances, and any other part of the Premises or the Community, including landscaping. If such items cannot be satisfactorily cleaned or repaired, Lessee must pay for complete replacement. Payment for damages, repairs, cleaning, replacements, etc. shall be due immediately upon demand. Lessee shall be strictly liable for the entire amount of any injury to the person or property of others caused by such Assistance Animal; and Lessee or any guest or invitee of Lessee shall hold harmless, defend, and indemnify Lessor and Manager their respective officers, directors, partners, shareholders, successors and assigns for all costs of litigation and attorney's fees resulting from same. Lessee shall immediately notify Lessor of any personal injury or property damage caused by the Assistance Animal.
- 5. **ASSISTANCE ANIMAL RULES.** Lessee is responsible for the actions of the Assistance Animal at all times and agrees to abide by the following rules:
 - (a) Lessee must be capable of caring for the Assistance Animal.
 - (b) Any change of Assistance Animal will require a new Addendum.
 - (c) Dogs and cats must be housebroken. All other assistance animals must be caged at all times unless otherwise requested and approved pursuant to the reasonable accommodation policy. No animal offspring are allowed.
- 6. **ADDITIONAL RULES.** Lessor shall from time to time have the right to make reasonable changes and additions to the Assistance Animal Rules herein if in writing and distributed to all residents who are permitted to have assistance animals.
- 7. **VIOLATION OF RULES.** If any rule or provision of this Addendum is violated by Lessee, other occupants, family members, guests, or invites, Lessee shall, at Lessor's option, immediately and permanently remove the Assistance Animal from the Premises upon written notice by Lessor's representative; and Lessor shall have all other rights and remedies set forth in the Lease, including damages, eviction and/or attorneys' fees.
- 8. **COMPLAINTS ABOUT ASSISTANCE ANIMAL.** Lessee agrees to immediately and permanently remove the Assistance Animal from the Premises if Lessor receives reasonable complaints from other residents or staff regarding the Assistance Animal's aggressive, threatening, violent or other disruptive behavior.

By signing below, Lessee acknowledges the above provisions. Lessee understands that the permission to keep the Assistance Animal on the Premises can be revoked if there is a failure to comply in all respects with the rules and regulations above or if Lessee permits the Assistance Animal to become a nuisance. Lessee must permanently remove the Assistance Animal immediately from the Premises upon receiving Lessor's notice of aggressive, threatening, violent or disruptive/nuisance behavior. Failure to do so may result in termination of the Lease.

LESSEE:

BY: _____

BY: _____

DATED: _____