EAST LAKE MANAGEMENT GROUP, INC.
LEASE FOR SUBSIDIZED PROGRAMS

EASTLAKE
MANAGEMENT GROUP, INC.

1. Parties and Dwelling Unit: The parties to this Agreement are _____ referred to as the Landlord, and _____, referred to as the Tenant. The Landlord leases to the Tenant unit number _____, located at _____ in the project known as _____.

2. Length of Time (Term): The initial term of this Agreement shall begin on _____ and end on _____. After the initial term ends, the Agreement will continue for successive terms of one _____ each unless automatically terminated as permitted by paragraph 23 of this Agreement.

3. Rent: The Tenant agrees to pay $_____ for the partial month ending on _____. After that, Tenant agrees to pay a rent of $_____ per month. This amount is due on the _____ day of the month at _____.

The Tenant understands that this monthly rent is less than the market (unsubsidized) rent due on this unit. This lower rent is available either because the mortgage on this project is subsidized by the Department of Housing and Urban Development (HUD) and/or because HUD makes monthly payments to the Landlord on behalf of the Tenant. The amount, if any, that HUD makes available monthly on behalf of the Tenant is called the tenant assistance payment and is shown on the "Assistance Payment" line of the Certification and Recertification of Tenant Eligibility Form which is Attachment No. 1 to this Agreement.

4. Changes in the Tenant's Share: The Tenant agrees that the amount of rent the Tenant pays and/or the amount of assistance that HUD pays on behalf of the Tenant may be changed during the term of this Agreement if:

a. HUD or the Contract Administrator (such of the Rent: as a Public Housing Agency) determines, in accordance with HUD procedures, that an increase in rents is needed;
b. HUD or the Contract Administrator changes any allowance for utilities or services considered in computing the Tenant's share of the rent;
c. the income, the number of persons in the Tenant's household or other factors considered in calculating the Tenant's rent change and HUD procedures provide that the Tenant's rent or assistance payment be adjusted to reflect the change;
d. changes in the Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures;
e. HUD's procedures for computing the Tenant's assistance payment or rent change; or
f. the Tenant fails to provide information on his/her income, family composition or other factors as required by the Landlord. The Landlord agrees to implement changes in the Tenant's rent or tenant assistance payment only in accordance with the time frames and administrative procedures set forth in HUD's handbooks, instructions and regulations related to administration of multifamily subsidy programs.

The Landlord agrees to give the Tenant at least 30 days advance written notice of any increase in the Tenant's rent except as noted in paragraphs 11, 15 or 17. The Notice will state the new amount the Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice will also advise the Tenant that he/she may meet with the Landlord to discuss the rent change.

5. Charges for Late Payments and Returned Checks: If the Tenant does not pay the full amount of and the rent shown in paragraph 3 by the end of the 5th day of the month, the Landlord may Collect a fee of $5 on the 6th day of the month. Thereafter, the Landlord may collect $1 for each additional day the rent remains unpaid during the month it is due.

The Landlord may not terminate this Agreement solely for failure Checks to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 23. The Landlord may collect a fee of $35.00 on the second or any additional time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.

6. Condition of Dwelling Unit: By signing this Agreement, the Tenant acknowledges that the unit is safe, clean and in good condition. The Tenant agrees that all Appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report which is Attachment No. 2 to this Agreement. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.

7. Charges for Utilities and Services: The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Tenant agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.

a. The Tenant shall pay for the utilities in column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Tenant's rent

(1) Put "x" by any Utility Tenant pays directly	Type of Utility	(2) Put "x" by any Utility Included in Tenant Rent
_____	Heat	_____
_____	Lights, Electric	_____
_____	Cooking	_____
_____	Water	_____
	Other (Specify.	
_____	_____	_____
_____	_____	_____

b. The Tenant agrees to pay the Landlord the amount shown in column (3) on the date the rent is due. The Landlord certifies that HUD had authorized him/her to collect the type of charges shown in column (3) and that the amounts shown in column (3) do not exceed the amounts authorized by HUD.

(3) Show $ Amount Tenant Pays to Landlord in Addition to Rent	
Parking	$_____
Other (Specify.)	
_____	$_____
_____	$_____

8. Security Deposits: The Tenant has deposited $_____ with the Landlord. The Landlord will hold this security deposit for the period the Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.

a. The Tenant will be eligible for a refund of the security Deposit only if the Tenant provided the Landlord with the 30- day written notice of intent to move required by paragraph 23, unless the Tenant was unable to give the notice for reasons beyond his/her control. b. After the Tenant has moved from the unit, the Landlord will inspect the unit and complete another Unit Inspection Report. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.
b. The Landlord will refund to the Tenant the amount of the security deposit plus interest less any amount needed to pay the cost of:
   (1) unpaid rent;
   (2) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;
   (3) charges for late payment of rent and returned checks, as described in paragraph 5; and
   (4) charges for unreturned keys, as described in paragraph 9.
c. The Landlord agrees to refund the amount of the security deposit, plus interest within 45 days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.
d. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in Paragraph 1 of this Agreement.
e. The Tenant understands that the Landlord will not count the Security Deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with paragraph 11.

9. Keys and Locks: The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant $35.00 for each key not returned.

10. Maintenance:

a. The Landlord agrees to: (1) regularly clean all common areas of the project; (2) maintain the common areas and facilities in a safe condition; (3) arrange for collection and removal of trash and garbage; (4) maintain all equipment and appliances in safe and working order; (5) make necessary repairs with reasonable promptness; (6) maintain exterior lighting in good working order: provide extermination services, as necessary; and (8) maintain grounds and shrubs. b. The Tenant agrees to: (1) keep the unit clean; (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended; (3) not litter the grounds or common areas of the project; (4) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds; (5) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and (6) remove garbage and other waste from the unit in a clean and safe manner.

11. Damages: Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:

a. the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and
b. rent for the period the unit is damaged whether or not the unit is habitable. The Tenant understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, the Tenant agrees to pay the HUD-approved market rent rather than the Tenant rent shown in paragraph 3 of this agreement.

12. Restrictions on Alterations: No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. The Landlord agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.

13. General Restrictions: The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Certification and Recertification of Tenant Eligibility. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:

a. sublet or assign the unit, or any part of the unit;
b. use the unit for unlawful purposes;
c. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;

d. have pets or animals of any kind in the unit without the prior written permission of the Landlord, but the landlord will allow the tenant to keep an animal needed as a reasonable accommodation to the tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities;
e. make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.

14. Rules: The Tenant agrees to obey the House Rules which are an attachment to this Agreement. The tenant agrees to obey additional rules established after the effective date of this Agreement if:
a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and
b. the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.

15. Regularly Scheduled Recertifications: On an annual basis the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by HUD for the purposes of determining the Tenant's rent and assistance payment, if any. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The Landlord will verify the information supplied by the Tenant and use the verified information to recompute the amount of the Tenant's rent and assistance payment, if any.
a. If the Tenant does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may impose the following penalties. The Landlord may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the administration of multifamily subsidy programs.
(1) Require the Tenant to pay the higher, HUD-approved market rent for the unit.
(2) Implement any increase in rent resulting from the recertification processing without providing the 30-day notice, otherwise required by paragraph 4 of this Agreement.
b. The Tenant may request to meet with the Landlord to discuss any change in rent or assistance payment resulting from the recertification processing. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and discuss how the Tenant's rent and assistance payment, if any, were computed.

16. Reporting Changes Between Regularly Scheduled Recertification:
a. If any of the following changes occur, the Tenant agrees to advise the Landlord immediately.
(1) Any household member moves out of the unit.
(2) An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
(3) The household's income cumulatively increases by $40 or more a month.
b. The Tenant may report any decrease in income or any change in other factors considered in calculating the Tenant's rent. Unless the Landlord has confirmation that the decrease in income or change in other factors will last less than one month, the Landlord will verify the information and make the appropriate rent reduction. However, if the Tenant's income will be partially or fully restored within two months, the Landlord may delay the certification process until the new income is known, but the rent reduction will be retroactive and the Landlord may not evict the Tenant for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. The Tenant has thirty days after receiving written notice of any rent due for the above described time period to pay or the Landlord can evict for nonpayment of rent.
c. If the Tenant does not advise the Landlord of these interim changes, the Landlord may increase the Tenant's rent to the HUD-approved market rent. The Landlord may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multifamily subsidy programs.
d. The Tenant may request to meet with the Landlord to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and explain how the Tenant's rent or assistance payment, if any, was computed.

17. Removal of Subsidy:
a. The Tenant understands that assistance made available on his/her behalf may be terminated if events in either items 1 or 2 below occur. Termination of assistance means that the Landlord may make the assistance available to another Tenant and the Tenant's rent will be recomputed. In addition, if the Tenant's assistance is terminated because of criterion (1) below, the Tenant will be required to pay the HUD-approved market rent for the unit.
(1) The Tenant does not provide the Landlord with the information or reports required by paragraph 15 or 16 within 10 calendar days after receipt of the Landlord's notice of intent to terminate the Tenant's assistance payment.
(2) The amount the Tenant would be required to pay towards rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Attachment 1.
b. The Landlord agrees to give the Tenant written notice of the proposed termination. The notice will advise the Tenant that, during the ten calendar days following the date of the notice, he/she may request to meet with the Landlord to discuss the proposed termination of assistance. If the Tenant requests a discussion of the proposed termination, the Landlord agrees to meet with the Tenant.
c. Termination of assistance shall not affect the Tenant's other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be reinstated if the Tenant submits the income or other data required by HUD procedures, the Landlord determines the Tenant is eligible for assistance, and assistance is available.

18. Tenant Obligation To Repay: If the tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by paragraph 16 of this Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, the Tenant agrees to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged. The Tenant is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow HUD's procedures for computing rent or assistance payments.

19. Size of Dwelling: The Tenant understands that HUD requires the Landlord to assign units according to the size of the household and the age and sex of the household members. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to:
a. move within 30 days after the Landlord notifies him/her that unit of the required size is available within the project; or
b. remain in the same unit and pay the HUD-approved market rent.

20. Access by Landlord: The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when urgency situations make such notices impossible or except under paragraph (c) below.
a. The Tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
b. After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.
c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

21. Discrimination Prohibited: The Landlord agrees not to discriminate based upon race, color, religion, creed, National origin, sex, age, familial status, and disability.

22. Change in Rental Agreement: The Landlord may, with the prior approval of HUD, change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended agreement, the Landlord may require the Tenant to move from the project, as provided in paragraph 23.

23. Termination of Tenancy:
a. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit. If the Tenant does not give the full 30-day notice, the Tenant shall be liable for rent up to the end of the 30 days for which notice was required or to the date the unit is rerented, whichever date comes first.
b. Any termination of this Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement.
c. The Landlord may terminate this Agreement for the following reasons:
1. the Tenant's material noncompliance with the terms of this Agreement;
2. the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;
3. drug or firearm related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;
4. determination made by the Landlord that a household member is illegally possessing, using or attempting to distribute a drug;
5. determination made by the Landlord 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;
6. criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control:
(a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
(b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
7. if the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime that is a felony under the laws of the place from which the individual flees, or that is a high misdemeanor;
8. if the tenant or household member is violating a condition of probation or parole under Federal or State law;
9. determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
10. if the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.
11. The Landlord may terminate this Agreement for other good cause, which includes, but is not limited to, the tenant's refusal to accept lawful changes to this agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term "material noncompliance" with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that (a) disrupt the livability of the project; (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities, (c) interfere with the management of the project, or (d) have an adverse financial effect on the project (3) failure of the tenant to timely supply all required information on the income and composition, or eligibility factors, of the tenant household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), and (4) Non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.
e. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice and the grounds for the proposed termination. If the Landlord is terminating this agreement for "other good cause," the termination notice must be mailed to the Tenant and hand delivered to the dwelling unit in the manner required by HUD at least 30 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law. All termination notices must:
- specify the date this Agreement will be terminated;
- state the grounds for termination with enough detail for the Tenant to prepare a defense;
- advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant; and
- advise the Tenant of his/her right to defend the action in court.

f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph e.

24. Hazards: The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.

25. Penalties for Submitting False Information: Knowingly giving the Landlord false information regarding income or other information: factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to $10,000 and imprisonment for up to five years.

26. Contents of this Agreement: This Agreement and its Attachments make up the entire agreement between the Landlord and the Tenant regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.

27. Attachments to the Agreement: The Tenant certifies that he/she has received a copy of this Agreement and the following Attachments to this understands that these Attachments are part of this Agreement.
a. Attachment No. 1 - Certification and Recertification of Tenant Eligibility. (59 Certification)
b. Attachment No. 2 - Unit Inspection Report. c. Attachment No. 3 - House Rules (if any).

28. Tenants' rights to organize: Landlord agrees not to interfere with lawful efforts of tenant and tenant organizers to conduct on the property the activities related to the establishment or operation of a tenant organization set out in accordance with HUD requirements.

29. Tenant Income Verification: The Tenant must promptly provide the Landlord with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.

30. The lease agreement will terminate automatically, if the Section 8 Housing Assistance contract terminates for any reason.

31. Additional Agreements & Covenants:

_____

_____

_____

_____

_____

_____

32. Signatures:

TENANT BY:

1. _____ ____/____/____ Date Signed

2. _____ ____/____/____ Date Signed

3. _____ ____/____/____ Date Signed

LANDLORD
BY: **EAST LAKE MANAGEMENT GROUP, INC.**

1. _____ ____/____/____ Date Signed

GUARANTEE

On this _____, 20 _____ in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Tenant, Tenant's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

Tenant: _____ (SEAL) Landlord: _____ (SEAL)

LEAD-BASED PAINT DISCLOSURE

Tenant(s):

Premises Leased:

City, State, Zip:

Lease Date: Term of Lease: to:

Lead Warning Statement
Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (Initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

_____

☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the Lessor (check one below):

☐ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

_____

☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (Initial) (All Lessees should initial)

_____ (c) Lessee has received copies of all information listed above.

_____ (d) Lessee has received the pamphlet *Protect Your Family From Lead in Your Home.*

Agent's Acknowledgement (Initial) (Lessor's Agent)

_____ (e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her/its responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessee/Tenant

_____

_____

Date: _____

EAST LAKE MANAGEMENT GROUP, INC., LANDLORD
as Agent for Owner or Beneficiary of Owner

_____

Date: _____

To Be Attached To Lease

Chicago's Residential Landlord and Tenant Ordinance Summary

At initial offering this Summary of the ordinance must be attached to every written rental agreement and also upon the 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.

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, Sect. 8, Housing Choice Vouchers, etc.) **EXCEPT**
- Units in owner occupied buildings within 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 the Municipal Code, including:

- 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 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 an emergency or where repairs elsewhere unexpectedly require access, the landlord must provide notice 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.
- A landlord must pay interest each year on security deposits and prepaid rent (eff. 1-1-92) held more than six months.
- 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 deposit 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 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)

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

- To give tenant written notice of the owners or manager's name, address and telephone number. [Mun. Code Ch. 5-12-090]
- 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]

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 from 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 last known address of the landlord or by other reasonable means designed in good faith to provide written notice to the landlord. (eff. 1-1 -92)

FIRE OR CASUALTY DAMAGE [MUN. CODE CH. 5-12-110 (G)]

- If a fire damages the unit to an extent that it is in material non-compliance with the Code and the tenant, tenant's family or guests are not responsible for 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 to restore, 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% 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 $700.00 monthly rent the late fee is $10.00 plus 5% of $200 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(h)]

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

LANDLORD REMEDIES [MUN. CODE CH. 5-12-130]

- It 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 to cut off heat, utility or water service, or to do anything which interferes with the tenant's use of the apartment.
- All lockouts are illegal and the Police Department is responsible for enforcement against such illegal activity. (eff. 1-1 -92) (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 month's 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.

SEE REVERSE SIDE FOR SECURITY DEPOSIT SUMMARY

Approved by the City of Chicago, January 2000

CHICAGO RESIDENTIAL LANDLORD AND TENANT ORDINANCE-SECURITY DEPOSITS

(Applicable to defined dwelling units within the City of Chicago)

Municipal Code Chapters 5-12-170, 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.
- A Landlord must pay interest each year at the rate set by the City Comptroller for security deposits held more than six (6) months (Effective 7-1-97)
- A Landlord must pay interest at the rate set by the City Comptroller for prepaid rent held more than six (6) months. (Effective 7-1-97)
- A Landlord must return all security deposits and interest minus unpaid rent and money for damages, within 45 days from the date the tenant vacates the dwelling unit.
- In the event of a fire, a Landlord must return all security deposit and interest, minus unpaid rent and money for damages within seven (7) days from the date that the tenant provides notice of termination of the rental agreement. (Effective 1-1-92)

Under Chapter 5-12-081 of the Municipal Code of Chicago, the City Comptroller shall calculate and announce the rate of interest to be paid on security deposits. This rate is based on the average of passbook savings accounts, insured money market accounts and six month certificates of deposits from the commercial bank having its main branch located in the city and having the largest total asset value. On the first business day of each year, beginning in 1998, the City Comptroller shall set the security deposit interest rate for the year. All rental agreements entered into between the setting of the interest rates shall require a landlord to pay interest at the rate based on the most recently determined interest rate.

LEASE DISCLOSURE RIDER

Tenant(s): _____

Premises Leased: _____

Lease Date: _____

Lease Term: From _____ to _____

Security Deposit: EAST LAKE MANAGEMENT GROUP, INC., as Agent for the Owner, acknowledges receipt of a security deposit from or on behalf of Tenant(s) for the above stated premises in the amount of $_____.

Identification of Owner/Agent: The party authorized to manage the leased premises, and to act for and on behalf of the Owner or beneficiary of Owner for the purpose of receipt of demands, notices and service of process is: EAST LAKE MANAGEMENT GROUP, INC., 2850 South Michigan Avenue, Chicago, Illinois 60616- 2320. Telephone: (312) 842-5500.

Identification of Insurance Broker: The insurance broker designated to monitor insurance against loss or damage to the property is:

_____.

Condition of the Premises: No notices of intent to terminate any utilities at the Premises have been received. No Municipal Code violations have been cited during the twelve-month (12) previous to the date hereof, except as identified below:

Municipal Code Reference	Notified	Description	Date Resolved
a.			
b.			
c.			
d.			

Tenant(s):

_____

_____

Date: _____

EAST LAKE MANAGEMENT GROUP, INC.
as Agent for the Owner

By: _____

Its: _____

RESIDENT RULES AND REGULATIONS

The following Resident Rules and Regulations shall be applicable to all tenancies and leases, whether memorialized in writing or not, at _____ Apartments:

GENERAL
The Leaseholder is responsible for the proper conduct of family members and guests and for seeing that they understand and observe all rules and regulations.

An adult must be accessible to management at all times when children are playing outside or on the grounds of the property.

Leaseholders are expected to keep disturbing noises to a minimum. Reasonable consideration of one's neighbors is, therefore, important. In that regard, consideration shall be given to the following:

No Leaseholder shall play, or allow to be played, any TV, radio, hi-fi, organ, piano or other musical instrument at a sound level that may annoy or disturb occupants of other units. Particular care must be exercised in this respect between the hours of 9:30 p.m. and 9:00 a.m. However, excessive noise should be avoided at all times.

No Leaseholder shall make or permit any disturbing noises in the building or adjacent grounds by him/herself, his/her family or visitors, not permit anything by such persons that will interfere with the rights, comforts or convenience of other Leaseholders.

Hallways, parking lots, elevators, laundry rooms and storage areas are not playing areas for children and should not be used as such. They should be used only for the purpose for which they were originally intended.

The installation of aerials, satellite dishes or antennas of any kind shall not be attached to the building and shall not be permitted outside of any apartment or other living unit.

Common areas of buildings such as stairs, stairwells, halls lobbies, etc., are to be used only for the purpose intended. No personal items should be kept in such areas. Boots and rubbers should not be left in corridors nor should doormats capable of causing a tripping hazard be placed outside the front door of any apartment.

To prevent water damage, Leaseholders should close all windows tightly when leaving their apartments. When the Leaseholder is absent from the unit during the winter heating season, the apartment thermostat, if applicable, shall be placed at a minimum 62-degree setting to avoid freezing pipes and resulting damage.

A minimum of one unit inspection will be required of each leaseholder. Written notice of the date and approximate time of the inspection(s) will be given by Management.

Leaseholder shall cooperate with the efforts of Management to maintain an effective insect and rodent control program at the property. Access to apartments shall be allowed for the purpose of allowing designated contractors to perform exterminating services. The date and time

Waterbeds are not permitted in any apartment without prior written approval of Management. Management may establish conditions for the approval of waterbeds, including the condition that insurance be procured by the Leaseholder to protect the property from injury or loss.

Washers and dryers shall not be installed in any apartment without express written approval from Management.

Leaseholders shall not store anything in their apartment or storage room that can create a fire hazard. Such articles include, but are not limited to containers with flammable liquids, fireworks, tires, discarded newspapers, etc.

The sale or use of fireworks on the property is prohibited.

Soliciting of any type will not be permitted upon the grounds of the Property at any time, except by individual appointment with a Leaseholder.

Any use of any outside water faucet is prohibited.

Leaseholders and household members shall not distribute common area or apartment keys to any unauthorized person. Lost keys shall be reported to Management immediately.

The cost of any lost keys or unreturned keys after move-out will be charged to the Leaseholder.

No charge will be assessed for the initial lock-out service request received from a unit. Thereafter, a Lock-Out Charge of $ 25.00 will be assessed for all lock-out calls received between the hours of 8:30 a.m. and 5:00 p.m. and $ 45.00 between 5:01 p.m. and 8:29 a.m.

Persons identified on the Barred List for the property are considered as trespassers and shall be denied access to the grounds and common areas of the property, as well as the apartment units. Leaseholders and household guests determined to have facilitated the efforts of Barred Persons to enter upon the property shall be subject to lease termination proceedings.

Security procedures in place at the property from time to time may require that guests sign in at the Security Desk. Guests refusing to sign in will be denied access and will be subject to arrest in appropriate cases. Leaseholders and household members identified as providing assistance to guests in violating security rules and regulations will be subject to lease termination.

Leaseholders shall obtain utility service in his/her name within (3) three working days of lease execution.

Leaseholders shall not use extension cords or other devices to obtain electrical service from common area building outlets or outlets from other apartments. Violators will be subject to lease termination or arrest, in appropriate cases.

PATIOS AND BALCONIES
Mops, cloths, rugs brooms, vacuum cleaner bags, etc., must not be dusted nor shaken from apartment windows, halls or stairwells.

Smoking in the common areas (e.g., lobbies, stairwells, elevators, laundry rooms, etc) of the building(s) at the property is prohibited.

The use of grills in the apartments and on the balconies of the property is prohibited.

Leaseholders, household members and their guests shall refrain from tampering with locks, alarms systems and intercom systems at the property.

Leaseholders shall not sweep or throw, or permit anyone to sweep or throw from apartments or balconies, any dirt, cigarettes, cigars, ashes, water, paper or other matter or material.

VEHICLES
No vehicle belonging to a Leaseholder or a member of the Leaseholder's family, guest or employee shall be parked in such a manner as to impede passage away from fire lanes, to the other areas of the parking lot, nor shall the vehicle prevent egress the street or to prevent ready access through the adjoining alley, if any. Parking in unauthorized areas is strictly prohibited and towing at the Owner's expense could result.

No cars, trucks, motorcycles or other vehicles shall not be driven on the lawns or in any area other than parking areas, streets or driveways. It is recommended that all items be stored on wooden pallets or bricks in case of water leakage.

Valuable items should not be kept in the storage lockers or rooms, if such facilities are available at the property. Lockers are in a low traffic area of the building and hence are more easily accessible to burglars. Report any suspicious person around the area to the Police and Management.

LAUNDRY FACILITIES
In consideration for other Leaseholders, common laundry facilities should be utilized only between the hours of 7:00 a.m. and 9:00 p.m.

Any equipment failure or system malfunction should be immediately reported to Management.

WINDOWS
All windows should be draped with curtains, shades drapes, or blinds, Blankets and sheets are not suitable unless converted to drapes or curtains. Blankets or sheets tucked or hung over drapery rods shall not be permitted.
Nothing shall be placed or permitted in the windows that may be blown from them. Additionally, no signage or foreign objects shall be hung from any window.

INDIVIDUAL APARTMENT CARE
No hot objects are to be placed on countertops.

No stickers, scratches, dents, crayon or other markings or holes shall be allowed in or on walls or doors or other parts of the apartment.

Freezers should be defrosted when necessary, but never scraped with sharp objects. Damages to freezers caused by the use of such objects will be assessed to the Leaseholders.

After move-in, Leaseholders are responsible for shampooing of their carpets.

All apartment entry doors have deadbolt locks installed. Leaseholders desiring additional locks shall contact Management. Management will then install additional locks at a cost of $ 65.00. Management will retain a copy of a key to the new lock.

Leaseholders shall not install any new lock without prior written approval of Management.

The installation of alarm systems or new locks without approval of Management is strictly prohibited. Alarm codes and duplicate keys must be presented to Management.

No alterations, additions or improvements shall be made to any apartment without prior written approval of Management. Contact paper, wall tile, stick or mirrors and wallpaper shall not be installed in any apartments.

Leaseholders shall use small picture nails only for wall hangings.

MISCELLANEOUS
No damage to unit (beyond normal wear and tear).

The Leaseholder shall clean his/her apartment prior to move-out. The entire unit must be left clean; this includes ALL appliances, windows, carpets, etc. Charges will be assessed for damages in the apartment that are determined to be beyond normal wear and tear.

Garbage shall be securely wrapped in plastic bags before it is deposited into the garbage container or trash chute. Under no circumstances shall garbage be discarded in the common areas or left outside of any apartment door.

Sink and toilets shall not be used for the disposal of grease, trash, paints, poisonous liquids or any other form of garbage. Additionally, lighted cigarettes should never be thrown into garbage dumpsters or trash chutes.

Leaseholders shall be expected to leave their forwarding address (es) with Management at the conclusion of their lease.

Leaseholder is responsible for arranging for a final gas/electric reading with all utility companies.

A "ZERO TOLERANCE TO DRUGS, FIREARMS AND ILLEGAL ACTIVITY POLICY" is in effect at the property. Any known or suspected activity falling within that policy will be reported to the police. Additionally, leaseholders shall be responsible for the actions of their household members and guests while upon the grounds of the property or the common areas or any apartment. Lease termination proceedings and/or arrest will be pursued against all violators of the policy.

No Leaseholder, household member or guest shall unlawfully remove, tamper with or damage any carbon monoxide detector, smoke detector or fire alarm or fire suppression device located anywhere upon the property, including apartment units. For leaseholders with battery-powered smoke detectors, batteries shall be replaced, as needed, at their cost. Lease termination proceedings and/or arrest will be pursued against all violators.

Damages will be assessed against the Leaseholder for the full cost of repair/replacement for any fire alarm or suppression device that is determined to have been damaged a Leaseholder, household member or guest.

Moving of furniture to and from any apartment must be scheduled with the Management Office between the hours of 8:00 a.m. and 3:00 p.m. on weekdays and Saturdays only. Moving is not permitted on Sundays or holidays. Notice should be given to your Manager concerning your moving plans so as to ensure that appropriate moving arrangements are made, including the disposal of personal items. Only the freight elevator, service hallway, etc. may be used for moving.

Apartments at the property are made available, managed, and operated regardless of the person's race, color, national origin, sex ancestry, age, martial status, physical or mental handicap, familial status or any other class protected by article 3 of the Illinois Human Rights Act. Management agrees to comply with all applicable federal, state, and local fair housing laws. ITS GOAL IS TO MAINTAIN A CONSISTENT PROCEDURE FOR SELECTING QUALIFIED APPLICANTS BASED UPON CLEAR OBJECTIVES AND TO COMPLY WITH ALL FAIR HOUSING GUIDELINES.

_____, as Leaseholder has read the above terms and conditions and agrees to be bound by them. Leaseholder acknowledges Management's right to update and amend the Rules and Regulations from time to time.

Dated this _____ day of _____, 200___.

LEASEHOLDER_____

LEASEHOLDER _____