

450589

INSTRUCTIONS TO TENANT: Please sign and return both copies to Lessor. Your copy will be mailed back to you.

UNIVERSITY PRINTING COMPANY
CHICAGO, IL

NOT FURNISHED

NO. 15C

CHICAGO APARTMENT LEASE

REV 1998

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DATE OF LEASE	TERM OF LEASE		MONTHLY RENT	SECURITY DEPOSIT*
	BEGINNING	ENDING		

ADDITIONAL CHARGES AND FEES				
Late Charge \$	Returned Check Charge \$	Reletting Charge \$	Parking Fee \$	Laundry Room Fee \$
Social Security No. - -		Storage Fee \$	\$	\$

*IF NONE, WRITE "NONE." Paragraph 5 of Lease Agreements and Covenants then INAPPLICABLE.

TENANT
TENANT

APARTMENT

BUILDING

CITY

LESSOR
NAME

ADDRESS

CITY

PHONE ()

(Owner or agent authorized to manage the Apartment and to act for or on behalf of the Owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands).

In consideration of the mutual agreements and covenants set forth below and on the reverse side hereof (the same being fully included as part of this Lease) Lessor hereby leases to Tenant and Tenant hereby leases from Lessor for use in accordance with paragraph 8 hereof the Apartment designated above, together with the fixtures and accessories belonging thereto, for the above Term. All parties listed above as Lessor and Tenant are herein referred to individually and collectively as Lessor and Tenant respectively.

5-12-100 Building Code Violations

Tenant is hereby notified that, during the 12 month period prior to the date of execution of this lease, the following code violations have been cited for the Apartment and/or the Building and the following notices have been received from the City of Chicago or any utility provider regarding termination of utility services (If none write "none"; if enforcement litigation is pending, also state the case number):

ADDITIONAL AGREEMENTS AND COVENANTS (including DECORATING AND REPAIRS), if any.

TENANT(S)

SIGNATURES

LESSOR(S)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

LEASE AGREEMENTS AND COVENANTS

1. **RENT:** Tenant shall pay to Lessor at the above address (or such other address as Lessor may designate in writing) the monthly rent set forth above on or before the first day of each month in advance. The time of each and every payment of rent is of the essence of this Lease. To cover Lessor's added costs for late payments, the monthly rent set forth above shall be increased by the amount set forth above as "Late Charge" if paid after the 5th of the month. To cover Lessor's added costs for processing of checks that are dishonored or are returned due to insufficient funds in the account, the monthly rent shall be increased by the amount set forth above as "Returned Check Charge." Rent mailed in shall be deemed paid on date of receipt by Lessor.
2. **POSSESSION:** At the commencement of this Lease, Lessor shall deliver possession of the apartment to Tenant. Possession shall be deemed to have been delivered to Tenant on the day that Lessor either (A) actually delivers to Tenant keys to the Apartment or (B) makes available to Tenant at the office of the Building or at such other place as designated by Lessor keys to the Apartment. If Lessor cannot deliver possession of the Apartment to Tenant on the date set for commencement of the Term, this Lease shall remain in full force and effect with rent abated until such time as the Apartment is available for Tenant's occupancy, unless Tenant elects to maintain an action for possession of the Apartment or, upon written notice to Lessor, elects to terminate this Lease.
3. **APPLICATION:** The application for this Lease and all representations and promises contained therein are hereby made a part of this Lease. Tenant warrants that the information given by Tenant in the application is true. If such information is false, Lessor may at Lessor's option terminate this Lease by giving Tenant not less than 10 days prior written notice, which shall be Lessor's sole remedy.
4. **PROMISES OF THE PARTIES:** The terms and conditions contained herein shall be conclusively deemed the agreement between Tenant and Lessor and no modification, waiver or amendment of this Lease or any of its terms, conditions or covenants shall be binding upon the parties unless made in writing and signed by the party sought to be bound.
5. **SECURITY DEPOSIT:** Tenant has deposited with Lessor the Security Deposit in the amount set forth above for the performance of each and every covenant and agreement to be performed by Tenant under this Lease. Lessor shall have the right, but not the obligation, to apply the Security Deposit in whole or in part as payment of such amounts as are reasonably necessary to remedy Tenant's default in the payment of rent or in the performance of the covenants or agreements contained herein. Lessor's right to possession of the Apartment for non-payment of rent or any other reason shall not be affected by the fact that Lessor holds security. Tenant's liability is not limited to the amount of the Security Deposit.
- Lessor shall give Tenant written notice of the application of the Security Deposit or any part thereof with.

6. **LESSOR TO MAINTAIN:**
- A. Tenant hereby declares that Tenant has inspected the Apartment, the Building and all related areas and grounds and that Tenant is satisfied with the physical condition thereof. Tenant agrees that no representations, warranties (expressed or implied) or covenants with respect to the condition, maintenance or improvements of the Apartment, Building, or other areas have been made to Tenant except (1) those contained in this Lease, the application, or otherwise in writing signed by Lessor and (2) those provided under applicable law.
- B. Lessor agrees that Lessor will perform work set forth in this Lease within a reasonable time not to exceed 30 days from the commencement of the Term hereof.
- C. Lessor covenants that all times during the Term hereof, Lessor shall maintain the Apartment and the Building to the following minimum standards:
- (1) Effective weather protection, including unbroken windows and doors;
 - (2) Plumbing facilities in good working order;
 - (3) A water supply which either under the control of Tenant is capable of producing hot and cold running water, or under the control of Lessor produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewerage system;
 - (4) Heating (and, if furnished, air conditioning and ventilation) facilities in good working order which, if under the control of Tenant, are capable of producing, or, if under the control of Lessor, produce heat (and, if furnished, air conditioning and ventilation) in fixtures provided (and no other) within reasonable accepted tolerances and during reasonable hours. (In the case of heat, minimum tolerances shall be those established by municipal code);
 - (5) Gas and/or electrical appliances which are supplied by Lessor in good working order, and appropriate gas piping and electrical wiring system to the extent existing in the Building maintained in good working order and safe condition;
 - (6) Building, grounds and areas under the control of Lessor in clean, sanitary and safe condition free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin;
 - (7) Adequate and appropriate receptacle(s) for garbage and rubbish, and, if under the control of Lessor, in clean condition and good repair;
 - (8) Floors, stairways, and railings and common areas in good repair;
 - (9) Apartment floors, walls and ceilings in good repair and safe condition; and
 - (10) Elevators (if existing) in good repair and safe condition.
- D. It is, however understood and agreed that buildings are physical structures subject to aging, wear, tear, abuse, inherent defects, and numerous forces causing disrepair or breakdown beyond Lessor's reasonable control, and that components and skilled workmen are not always immediately available. Lessor's costs of operation are fixed and unavoidable and to permit rent

2. TENANT'S USE OF APARTMENT: The Apartment shall be occupied solely for residential purposes by Tenant, those other persons specifically listed in the application for this Lease, and any children which may be born to or legally adopted by Tenant during the Term hereof. Unless otherwise agreed in writing, guests of Tenant may occupy the Apartment in reasonable numbers for no more than three weeks each during each year of the Term hereof. Neither Tenant nor any of these persons shall perform nor permit any practice that may damage the reputation of or otherwise be injurious to the Building or neighborhood, or be disturbing to other tenants, be illegal, or increase the rate of insurance on the Building.

9. TENANT'S UPKEEP: Tenant covenants to perform the following obligations during the Term hereof: (A) maintain the Apartment and appurtenances in a clean, sanitary and safe condition; (B) dispose of all rubbish, garbage and other waste in a clean, sanitary and timely manner from the Apartment into the refuse receptacles provided; (C) properly use and operate all appliances, electrical, gas and plumbing fixtures; (D) not place in the Apartment or Building any furniture, plants, animals, or any other things which harbor insects, rodents, or other pests; (E) keep out of the Apartment or Building materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Lessor's fire insurance carrier; (F) not destroy, deface, damage, impair, nor remove any part of the Building or Apartment facilities, equipment or appurtenances thereto; (G) prevent any person in the Apartment or Building with Tenant's permission from violating any of the foregoing Tenant obligations; and (H) maintain the smoke detector in the Apartment in accordance with applicable law. Tenant shall not suffer or commit any waste in or about the Apartment or Building and shall, at Tenant's expense, keep the Apartment in good order and repair (except to the extent Lessor has in this Lease agreed to do so). On termination of this Lease, Tenant shall return the Apartment to Lessor in like condition, reasonable wear excepted.

10. ALTERATIONS, ADDITIONS, FIXTURES, APPLIANCES, PERSONAL PROPERTY: Tenant shall make no alterations or additions nor install, attach, connect, or maintain in the Apartment or any part of the Building, interior or exterior, major appliances or devices of any kind without in each and every case the written consent of Lessor and then, if granted, only upon the terms and conditions specified in such written consent.

11. ACCESS: At Lessor's discretion, Lessor shall be provided with and may retain and use any keys necessary for access to the Apartment. Lessor reserves the right in accordance herewith to enter the Apartment in order to inspect same, make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, exhibit the Apartment to prospective or actual purchasers, mortgagees, tenants (within 60 days or less prior to the expiration of this Lease), workmen, or contractors, or as is otherwise necessary in the operation and/or protection of the Building, its components or persons therein. In the event repairs or maintenance elsewhere in the Building unexpectedly require access and in any case of apparent or actual emergency, Lessor may enter the Apartment at any time without notice, except that Lessor shall give Tenant notice within two days after such entry. In all other cases, entry by Lessor shall be in accordance with agreement with Tenant or, if same is impractical or refused after two days notice and at reasonable times. Entry between 8:00 a.m. and 8:00 p.m., or at any other time expressly requested by Tenant shall be presumed reasonable. Notice for the purpose hereof may be by regular mail, telephone, personal delivery or other means designed in good faith to provide notice to Tenant.

12. SUBLETTING AND RELETTING:

A. Tenant may substitute a new tenant for the balance of the Term hereof provided (1) Lessor consents to the prospective new tenant, and (2) Tenant upon demand pays (a) in advance, the deficiency if the aggregate rent from the reletting for the balance of the Term hereof is less than the aggregate rent then remaining to be paid under this Lease, and (b) all permissible expenses of reletting (if any) including decorating, repairs, replacement, commissions and/or an administrative fee for performing the detains attendant to such a transaction in the amount set forth above as "Reletting Charge."

B. Lessor may at any time and for any reason reject any prospective new tenant; provided, however, that Lessor shall accept a reasonable sublease proposed by Tenant without an assessment of additional fees or charges.

C. Leasing other vacancies in the Building prior to reletting or subletting the Apartment shall not be deemed to be a failure on the part of Lessor to make a good faith effort to relet or sublet the Apartment.

D. Tenant shall neither sublet the Apartment nor any part thereof, nor assign this Lease, nor permit by any act or default of himself or any other person, any transfer of Tenant's interest by operation of law, nor offer the Apartment or any part thereof for lease or sublease except in accordance herewith. Unless Lessor enters into a new lease with respect to the Apartment with a new tenant, nothing herein contained shall be construed as relieving Tenant of Tenant's obligations under this Lease or applicable law.

13. ABANDONMENT: The Apartment shall be deemed abandoned when:

A. actual notice has been provided to Lessor by Tenant indicating Tenant's intention not to return to the Apartment; or

B. Tenant has been absent from the Apartment for 21 days, has removed Tenant's personal property from the Apartment, and rent for that period is unpaid; or

C. Tenant has been absent from the Apartment for 32 days and rent for that period is unpaid.

14. FIRE AND CASUALTY: If the Apartment is damaged or destroyed by fire or casualty, then Lessor and Tenant shall have the rights and obligations set forth in the Chicago Residential Landlord and Tenant Ordinance, or, in the event that the Chicago Residential Landlord and Tenant Ordinance is not applicable, Lessor may, at Lessor's option, (a) terminate the Lease or (b) relocate Tenant to another comparable apartment in the Building.

15. TERMINATION AND RETURN OF POSSESSION:

A. Upon the termination of this Lease, whether by lapse of time or otherwise, or upon termination of Tenant's right of possession without termination of this Lease, Tenant shall yield up immediate possession to Lessor and deliver all keys to Lessor at the place where rent is payable, or as otherwise directed by Lessor. The mere retention of possession thereafter shall constitute a forcible detainer. Lessor shall have the right and license with process of law (and if Tenant abandons the Apartment, Tenant grants Lessor and Lessor shall have such right and license without process of law) to enter into the Apartment, to have the Apartment returned to Lessor as Lessor's estate, to take possession of the Apartment and to expel and remove Tenant, and any others who may be occupying or within the Apartment, and any and all property from the Apartment, without relinquishing Lessor's right to rent or any other right given to Lessor hereunder or by operation of law.

B. Tenant agrees that in the event Tenant fails to vacate the Apartment upon termination of this Lease or Tenant's right of possession that:

(1) Tenant shall pay as liquidated damages for the entire time that possession is withheld a sum equal to three times the amount of rent herein reserved, pro rated per day of such withholding, or Lessor's actual damages if same are ascertainable; or

(2) Lessor, at its sole option, may, upon giving Tenant written notice, extend the term of this Lease for a like period of time not to exceed one year at such rent as Lessor has stated prior to said termination date; or

(3) If Lessor fails to notify Tenant within 45 days of said termination date of Lessor's election under either (1) or (2), Tenant's continued occupancy shall be for a month-to-month term.

(4) No action or non-action by Lessor except as herein provided, and except as expressly provided otherwise in the Chicago Residential Landlord and Tenant Ordinance, shall operate as a waiver of Lessor's right to terminate this Lease or Tenant's right of possession, nor operate to extend the Term hereof.

16. EMINENT DOMAIN (CONDEMNATION): If the whole or any subsequent part of the Building is taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Building, the term of this Lease shall, at the option of Lessor or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken be required for such use or purpose, and Lessor shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

17. LESSOR'S MORTGAGE: This Lease is not to be recorded and is and shall, hereafter, be deemed to be subordinate to any present or future mortgages on the real estate (or any part of it) upon which the Building is situated and to all advances upon the security of such mortgages.

18. LEASE BINDING ON HEIRS, ETC.: All the covenants and agreements of this Lease shall be binding and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor

giving same, and served upon the other party (A) in person, or (B) by certified or registered mail, return receipt requested, postage prepaid, at the address herein set forth or at such other address as either party may designate by written notice to the other. Notice by mail shall be deemed given, served and effective at the time deposited into the United States Mail, regardless of when received. Notice served in person on Tenant may be served if left with some person residing in or in possession of the Apartment above the age of 12 years, and in the event of an apparent abandonment, notice may be served by posting same on the door of the Apartment in addition to service by mail in accordance herewith. Notices served in person on Lessor may be served on any office employee of Lessor, or, if Lessor receives rent at its home, in the same manner as on Tenant.

20. RULES AND REGULATIONS: The rules and regulations at the end of this Lease shall be a part of this Lease. Tenant covenants and agrees to keep and observe these rules and regulations as may later be promulgated by Lessor or Lessor's agent for the necessary, proper and orderly care of the Building (provided such later rules do not materially change the terms contained in the body of this Lease).

21. RESIDENT TO INSURE POSSESSIONS / LIMITATIONS OF LANDLORD LIABILITY: Lessor is not an insurer of Tenant's person or possessions. Tenant agrees that all of Tenant's person and property in the Apartment or elsewhere in the Building shall be at the risk of Tenant only and that Tenant will carry such insurance as Tenant deems necessary therefor. Tenant further agrees that, except as provided under applicable law and except for instances of negligence or willful misconduct of Lessor, its agents or employees, Lessor, its agents and employees shall not be liable for any damage to the person or property of Tenant or any other person occupying or visiting the Apartment or Building, sustained due to the Apartment or Building or any part thereof or any appurtenances thereof becoming out of repair (as example and not by way of limitation), due to damage caused by water, snow, ice, frost, steam, fire, sewerage, sewer gas or odors; heating, cooling, and ventilating equipment, bursting leaking pipes, faucets, and plumbing fixtures; mechanical breakdown or failure; electrical failure; the misuse or non-operation of observation cameras or devices (if any), master or central television equipment and antennas (if any), cable television equipment (if any) or mailboxes, or due to the happening of any accident in or about the Building, or due to any act or neglect of any other tenant or occupant of the Building or any other person. Further, except as provided under applicable law, Lessor shall not be liable to Tenant for any damage to the person or property of Tenant sustained due to, arising out of, or caused by, the acts or omissions of any third party whether or not such third party is a tenant of the Building.

22. REMEDIES CUMULATIVE, NON-WAIVER:

- A.** All rights and remedies given to Tenant or to Lessor shall be distinct, separate, and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law.
- B.** No waiver of any breach or default of either party hereunder shall be implied from any omission by the party to take any action on account of a similar or different breach or default.
- C.** Except as expressly prohibited by the Chicago Residential Landlord and Tenant Ordinance, no express waiver shall affect any breach other than the breach specified in the express waiver and such express waiver shall be effective only for the time and to the extent therein stated.

23. TENANT'S WAIVER: Tenant's covenant to pay rent is and shall be independent of each and every other covenant of this Lease; provided, however that nothing herein shall preclude Tenant from exercising the rights contained in the Chicago Residential Landlord and Tenant Ordinance.

24. LESSOR'S REMEDIES:

- A.** If Tenant:
- (1) defaults in the payment of any single installment of rent or in the payment of any other sum required to be paid under this Lease or under the terms of any other agreement between Tenant and Lessor and such default is not cured within five days of written notice; or
- (2) defaults in the performance of any other covenant or agreement hereof, and such default is not cured by Tenant within 10 days after written notice to Tenant from Lessor (unless the default involves a hazardous condition which shall be cured forthwith);
- Lessor may treat such event as a breach of this Lease and Lessor may exercise all rights and remedies provided at law or in equity including, if applicable, the termination of this Lease and the term created hereby, in which event Lessor may forthwith repossess the Apartment in accordance with Paragraph 15(A) hereof.
- B.** Tenant shall pay to Lessor all Lessor's costs, expenses and attorney's fees in and about the enforcement of the covenants and agreements of this Lease as provided by court rules, statute or ordinance.

25. RECEIPT OF REQUIRED DOCUMENTS: By execution of this Lease, Tenant confirms and acknowledges that Tenant has received the following documents from Lessor:

- A.** Summaries of the Chicago Residential Landlord and Tenant Ordinance and Security Deposits; and
- B.** A receipt for the Security Deposit, if any, as required by said Ordinance.

26. OTHER AGREEMENTS:

- A.** The headings or captions of paragraphs are for identification purposes only and do not limit or construe the contents of the paragraphs.
- B.** "Lessor" as used herein shall refer to the person, partnership, corporation or trust hereinabove set forth in that capacity. If such person be designated an agent, Lessor shall also refer to and include the principal. Obligations and duties to be performed by Lessor may be performed by Lessor, its agents, employees or independent contractors. Only Lessor or its designated agent may amend or modify this Lease or Lessor's obligations hereunder.
- C.** All rights and remedies of Lessor under this Lease, or that may be provided by law, may be exercised by Lessor in Lessor's own name individually, or in Lessor's name by Lessor's agent, and all legal proceedings for the enforcement of any such rights or remedies, including distress for rent, forcible detainer, and any other legal or equitable proceedings, may be commenced and prosecuted to final judgment and execution by Lessor in Lessor's own name individually, or by agent of any Lessor who is a principal.
- D.** Tenant agrees that Lessor may at any time and as often as desired assign or re-assign all of its rights as Lessor under this Lease.
- E.** The words "Lessor" and "Tenant" as used herein shall be construed to mean plural where necessary and the necessary grammatical changes required to make the provisions hereof apply to corporations or persons, women or men, shall in all cases be assumed as though in each case fully expressed.
- F.** The obligations of two or more persons designated Tenant in this Lease shall be joint and several. If there be more than one party named as Tenant, other than children in a family, all must execute this Lease and any modification or amendment hereto.
- G.** "Apartment" used herein shall refer to the dwelling unit leased to Tenant.
- H.** Tenant's occupancy or use of any storeroom, storage area, laundry room or parking space in or about the Building shall be as licensee only and, unless specifically provided otherwise in this Lease, such license is granted without charge to Tenant and may be revoked by Lessor at any time. Tenant understands and agrees that due to the construction, location and use of such storeroom, storage area, laundry room or parking spaces, Lessor cannot and shall not be liable for any loss or damage of or to any property placed therein. **Tenant should not store or leave valuable items in such areas.** The termination of this Lease for any reason shall also serve to terminate Tenant's right to use such storeroom, storage area, laundry room or parking spaces.
- I.** "Building" as used herein shall include the entire physical structure located at and about the address hereinabove stated, including machinery, equipment and appurtenances which are a part thereof, grounds, recreational areas and facilities, garages and out-buildings, and other apartment buildings which form a complex owned or operated as a single entity.
- J.** The invalidity or unenforceability of any provision hereof shall not affect or impact any other provision.
- K.** The term "Chicago Residential Landlord and Tenant Ordinance" as used herein shall mean the Chicago Residential Landlord and Tenant Ordinance (Chicago Municipal Code ch. 5-12) as the same as heretofore been, and may from time to time hereafter be, amended. In the event of an express conflict between the terms and provisions of this Lease and the terms and provisions of the Chicago Residential Landlord and Tenant Ordinance, the terms and provisions of the latter shall control.

RULES AND REGULATIONS

These rules are for the mutual benefit of all tenants. Please cooperate. Violations may cause termination of your Lease.

- No pets or animals without written consent of Lessor or Lessor's agent (which may be revoked on (10) ten days notice at any time). No animals without leash in any public area of the Building.
- Passages, public halls, stairways, landings, elevators and elevator vestibules shall not be obstructed or be used for play or for any other purpose than for ingress to and egress from the Building or apartments, nor shall any person be permitted to congregate or playing or around the common interior areas of the Building. All personal possessions must be kept in the Apartment or in other storage areas if provided.
- All furniture, supplies, goods and packages of every kind shall be delivered through the rear or service entrance, stairway or elevator.
- Carriages, velocipedes, bicycles, sleds and the like shall not be allowed in the lobbies, public halls, passageways, courts or elevators of the Building and are to be stored only in places designated for their storage by Lessor.
- Laundry and drying apparatus shall be used in such a manner and at such times as Lessor may clearly post in such area. Clothes washers and dryers, and dishwashers, unless installed by Lessor, cannot be kept in the Apartment.
- The use of garbage receptacles or incinerators shall be in accordance with posted signs and only garbage and refuse wrapped in small, tight parcels, may be placed in garbage receptacles or incinerator hoppers. Aerosol cans or inflammable materials shall be placed in garbage receptacles or dropped into the incinerator only if so posted. They are highly explosive.
- No sign, signal, illumination, advertisement, notice or any other lettering, or equipment shall be exhibited, inscribed, painted, affixed or exposed on or at any window or on any part of the outside or inside of Apartment or Building without prior written consent of Lessor.
- No awnings or other projections including air conditioners, television or radio antennas or wiring shall be attached to or extend beyond the outside walls of the Building.
- Tenant shall not alter any lock or install a new lock or a knocker or other attachment on any door of the Apartment without the written consent of Lessor, except as provided under applicable law in which case Tenant shall provide Lessor with the key to any new lock.

- No waste receptacles, supplies, footwear, umbrellas, or other articles shall be placed in the hall, on the staircase landings, nor shall anything be hung or shaken from the windows or balconies or placed upon the outside window sills.
- No noise, music or other sounds shall be permitted at any time in such manner as to disturb or annoy other occupants of the Building.
- The water closets, basins and other plumbing fixtures shall not be used for any purpose other than for those for which they were designed; no sweepings, rubbish, rags or any other improper articles shall be thrown into them. Any damage resulting from misuse of such facilities shall be paid for by Tenant.
- There shall be no cooking or baking done in or about the apartment except in the kitchen. **Cooking on a barbecue or other similar equipment on a porch, terrace, or balcony is expressly forbidden.**
- If Lessor provides television master antenna hookup, only Lessor's authorized agent shall install Tenant's television set to master antenna and Tenant agrees to pay installation cost and annual maintenance fee. Tenant shall permit access to disconnect hookup for nonpayment. Tenant agrees to pay \$50.00 liquidated damage to Lessor's authorized agent for each illegal hookup in Tenant's Apartment.
- No furniture filled with a liquid or semi-liquid shall be brought in or used in the Apartment.
- Except as otherwise required by applicable law, Lessor shall have no obligation to cause or allow cable television service to be installed in the Building or the Apartment. In the event that cable television service is provided in the Building or Apartment, Tenant understands and agrees that (a) Lessor cannot and shall not be liable to Tenant for any damage suffered by or to the person or property of Tenant due to improper or inadequate cable television installation reception, (b) Lessor shall have no obligation or responsibility to collect any fee on behalf of any provider of cable television service, and (c) Tenant shall provide access to the Apartment at all reasonable hours to allow the installation, repair or maintenance of the cable television equipment in the Building or the Apartment.

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.

(SEAL)

(SEAL)

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:
 - Code citations issued by the City in the previous 12 months;
 - Pending Housing Court or administrative hearing actions;
 - 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:
 - 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
 - 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
 - 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:

- Procure substitute service, and upon presenting paid receipts to the landlord, deduct the cost from the rent; OR
- File suit against the landlord and recover damages based on the reduced value of the dwelling unit; OR
- 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
- 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)
- 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:
 - 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.
 - 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.
 - 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]

- 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 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.

Residential Landlord and Tenant Ordinance Security Deposits

ATTACH THIS SEPARATE SUMMARY TO THE LEASE



An amendment to the Chicago Residential Landlord and Tenant Ordinance requires this separate summary — which describes the rights, obligations, and remedies, and the new rate of security deposit interest, and the rate for each of the prior two years — to be attached to each written rental agreement, or be given to tenants who have an oral agreement.
(Effective June 30, 1997)

Security Deposit Summary (Mun. Code Ch. 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 for 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 thirty 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 5-12-081 of the Municipal Code of Chicago, the City Comptroller shall calculate and announce the rate of interest to be paid on security deposits. As of January 1, 2001, based on information from the City Comptroller's Office, the interest rate to be paid on security deposits is 3.10%. This rate is based on the average of passbook savings accounts, insured money market accounts, and six-month certificates of deposit from the commercial bank having its main branch in the city and having the largest total asset value. On the first business day of each year, the City Comptroller shall set the security deposit interest rate for the year. All rental agreements governed by the Chicago Residential Landlord and Tenant Ordinance (see Ordinance Summary) and entered into between the setting of the interest rates shall require a landlord to pay interest at the rate in effect when the rental agreement is entered.

Security Deposit Interest Rate

Current rate: January 1, 2001 through December 31, 2001: 3.10 percent

Rates for the prior two years

January 1, 2000 through December 31, 2000 2.71 percent

January 1, 1999 through December 31, 1999 2.63 percent

For a complete copy of the Residential Landlord and Tenant Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 N. LaSalle Street, Chicago, Illinois, 60602, or the Municipal Reference Library, Harold Washington Library, 5th Floor, Government Documents, 400 S. State Street, Chicago, Illinois 60604. For a copy of the Summary of the Chicago Residential Landlord and Tenant Ordinance, visit the City of Chicago Department of Housing, 318 S. Michigan, Chicago, Illinois, 60604, or call 312-742-RENT (7368), or e-mail the Department of Housing at housing@ci.chi.il.us.

SEE REVERSE SIDE FOR FULL RLTO SUMMARY