

**TOWN HALL MEETING
WEST END PHASE 2**

Martin Nesbitt
Chairperson

Board of Commissioners
Hallie Amey
Deverra Beverly
Dr. Mildred Harris
Michael Ivers
Myra King
Carlos Ponce
M. Bridget Reidy
Sandra Young

Lewis A. Jordan
Chief Executive Officer

Scott W. Ammarell
General Counsel

If you listed Rockwell on your Housing Choice Survey as a place you would like to live, please attend the West End Phase 2 Town Hall Meeting. *The Draft Tenant Selection Plan and Lease was mailed to you if you in December for your review and to give comments.*

The Draft Tenant Selection Plan (TSP) and Lease for West End Phase 2, a mixed-income community is available for review. The Chicago Housing Authority (CHA) is working with the Rockwell Gardens Working Group to develop a Draft TSP and Lease for use at the private development known as West End Phase 2. The units within this development that will be used as replacement public housing units for Rockwell Gardens. If you listed West End Phase 2 on your Housing Choice Survey as a place you want to live, you can comment on the Draft TSP and Lease during the 30-day public comment period.

The CHA will accept comments until January 25, 2010, and all comments must be received by 5:00 p.m. You are encouraged to attend the town hall meeting, but you may send written comments by mail, email, or fax to:

Mail Comments to: Chicago Housing Authority
Research, Reporting and Communications (RRC) Department
Attention: Draft TSP & Lease West End Phase 2
60 E. Van Buren St., 10th Floor
Chicago, IL 60605

E-mail Comments to: commentontheplan@thecha.org
Subject: Draft TSP & Lease West End Phase 2

Fax Comments to: (312) 913-7837
Attention: Draft TSP & Lease West End Phase 2

The CHA will hold a town hall meeting to receive oral and written comments on the Draft TSP and Lease for West End Phase 2. The date, time, and location of this meeting are provided below:

Date: January 23, 2010
Time: 10:00 a.m. to 11:00 a.m.
Location: Grant School Campus
145 S. Campbell
Chicago, IL 60612

Please call the CHA RRC Department at 312-913-7848 with questions.

RESIDENT SELECTION PLAN WEST END (PHASE 2)

RESIDENT SELECTION PLAN

The occupancy and resident selection criteria are a critical component of this project. Successful economic integration will be attained through (i) the strict application of income requirements for the ACC Assisted Units and the LIHTC Units and applicable eligibility requirements of the ACC Assisted and LIHTC, and Market Rate Units, and (ii) the consistent and nondiscriminatory application of the Resident Selection Plan. Unless otherwise indicated all selection criteria shall be applied equally to all applicants for all units.

The term “ACC Assisted Units” refers to the units which are required to be operated as public housing units. All of the ACC-Assisted Units are also LIHTC units (defined as follows). The term “LIHTC” units means the units which are operated as low-income housing tax credit units under the applicable restrictions of Section 42 of the Internal Revenue Code, as amended, and the term “market units” means the units that have no income limits or restrictions. The term “RRC” shall mean the CHA Leaseholder Housing Choice and Relocation Rights Contracts approved by the CHA Board on 3/20/01 and 10/16/01, and any amendments thereto. As used herein, “Development” shall mean Phases I-B, II and III of the West End West End development.

A. Nondiscrimination

Federal, state and local fair housing laws cover equally all units in the Development, whether ACC Assisted and LIHTC or Market Rate Units. All practices, in every aspect of the Plan and the Agent's activities, must not subject any person to discrimination prohibited by these laws, which currently prohibit discrimination based on race, color, religion, sex, disability, familial status, national origin, marital status, ancestry, gender identity, and sexual orientation.

B. Unit and Waiting List Classification

West End Phase II Rental consists of 112 units assigned as follows:

ACC Units	LIHTC Only units	Market Rental Units	Total Units
65	33	14	112

C. Selection Preferences for ACC Assisted and LIHTC Units

Applicants for ACC- Assisted Units that are subject to the RRC are referred to herein as “RRC Applicants”. The RRC has established levels of preference for RRC Applicants. The CHA has further established a Housing Offer Process (HOP) which ranks each RRC Applicant seeking admission to West End according to the established levels of preference.

Preference for admission to ACC Assisted Units will be given to eligible RRC Applicants in accordance with the levels of preference established in the RRC. The CHA will provide the Management Agent with a list (or access to a database) of all families subject to the RRC that have elected West End as their permanent housing choice and that are Authority lease compliant (the “RRC list”). This list will also reflect an order of priority for admission consideration established by the CHA, in compliance with HOP. These preferences shall remain in effect until the list has been exhausted. Screening criteria described elsewhere shall apply to the consideration of admission of all Rockwell Gardens applicants, including RRC applicants.

During the LIHTC compliance period, the order of admission to ACC Assisted Units shall be governed by the requirement that all of the ACC Assisted Units shall be occupied by residents whose income is equal to or less than 60% of Area Median Income (AMI) at initial occupancy.

RRC Applicants, in good standing, whose income is equal to or less than 60% of Area Median Income (AMI) at initial occupancy and who choose to make application for LIHTC Units will be granted a preference for those non-ACC Assisted LIHTC units as they become available. This preference will remain in effect until all RRC Applicants making such application have been housed in LIHTC Units.

The Management Agent will reserve the right to pass over Non-RRC applicants for Non-ACC Assisted LIHTC Units to insure compliance with this requirement. Those Non-RRC applicants for Non-ACC Assisted LIHTC Units who are passed over to meet this requirement will retain their place on the LIHTC non-ACC waiting list and will be accommodated, with a non-ACC LIHTC unit, once this requirement is met. Notwithstanding anything in this Resident Selection Plan to the contrary, in the event that an RRC Applicant is granted such preference, that applicant must, in addition to all of the other requirements set forth in this plan, provide evidence that such Applicant has sufficient income to pay the rent charged for the LIHTC unit.

D. Waiting Lists Maintenance for All Units

The waiting list for ACC-Assisted Units shall be initially derived from RRC list developed by the CHA to be made available to and managed by the Management Agent. Upon exhaustion of this list, the waiting list for ACC-Assisted Units will be derived by the Management Agent from the CHA general public housing waiting list. Any site-based waiting list created by the owner (to be used after waiting lists created from the RRC pool and that derived from the CHA waiting list) is subject to HUD approval.

The Management Agent shall maintain the waiting list for non-ACC LIHTC Units by date and time of initial application. Order of the LIHTC waiting list for LIHTC Units will be determined on the basis of the chronological order of the dates of application. Order of preference for RRC Applicants applying for non-ACC LIHTC Units will be based on the commencement of the RRC Applicants' tenancy in the Former Rockwell Gardens Development. Preference for the non-ACC LIHTC units will be (1) first, to former or current Rockwell Gardens residents, in order of their commencement of tenancy at the Former Rockwell Gardens Development, and (2) to any other RRC applicants, in order of the date and time of their application.

The Management Agent shall maintain the waiting list for Market Rate Units, if any, by date and time of initial application. Order of the Market Rate waiting list for Market Rate Units will be determined on the basis of the chronological order of the dates of application.

Each waiting list will be subdivided based on unit sizes and types. Each applicant family determined to be eligible will be placed on the waiting list for the unit size and type (or sizes and types) which the family requests, subject to following standards and qualifications:

No. of Persons		
No. of Bedrooms	Minimum	Maximum
1	1	2
2	2	4
3	3	6
4	4	8

E. Application Requirements for All Units

Each applicant for admission to a dwelling unit in the Development, including each RRC Applicant applying for residence to the Development, must submit to the Agent a completed signed application, including all accompanying consent forms for release of information pertinent to eligibility determination and selection

criteria, on forms furnished by the Agent. Adequate procedures in compliance with the public housing and LIHTC requirements will be developed to obtain third-party verification and protect the confidentiality of information with respect to each applicant. Information relative to the acceptance or rejection of an applicant on eligibility or suitability grounds, or the grant or denial of any applicable preference, must be documented and placed in the applicant's file.

F. Income and Other Eligibility Qualifications

Applicants who apply for admission to any ACC Assisted Units at the Development must meet the income and eligibility rules for admission to public housing and as all public housing units are LIHTC units, they must also meet the criteria for admission to LIHTC units as well as the criteria set forth in this Plan. Applicant income for LIHTC units may not exceed 60% of the AMI at time of initial occupancy. Applicants who apply for admission to any Market Rate Units at the Development must meet the eligibility tests set forth in Section J hereof.

Reasonable accommodation will be made for persons with special needs.

G. Minimum Rents for ACC Assisted Units

A minimum rent of \$75.00 will be established. Minimum rents may be waived for families that demonstrate financial hardship. Financial hardship includes the following:

1. The family has lost eligibility for or is awaiting an eligibility for a Federal, State or local assistance program, including a family that contains a member who is an alien lawfully admitted for permanent residence;
2. The income of the family has decreased because of changed circumstances, more specifically:
 - a. involuntary loss of employment;
 - b. death of an authorized resident whose income is counted in the rent calculation;
 - c. loss of income due to personal illness and/or disability; or
 - d. family medical leave from work to care for a parent, spouse or child.

Minimum rents may be “abated”, if short-term, or “waived” for the duration of a qualifying long-term financial hardship. For the purpose of a finding of a “Qualifying Financial Hardship”, a Short-Term Financial Hardship will be defined as lasting no more than 90 days; while a Long-term Financial Hardship will be defined as lasting more than 90 days. The resident must provide the Management Agent with required proof of hardship every sixty (60) days.

At the option of the Management Agent, rent will be abated during a short-term hardship; with the family being required to pay back all minimum rent from the start of the hardship to the end of the hardship. The Management Agent may accept a reasonable re-payment plan for the back rent. In accordance with law, the rent will be waived for any period of qualifying long-term financial hardship.

The Management Agent may deny a claim of financial hardship if a family’s failure to comply with requirements to receive public benefits caused an interruption in such benefits pursuant to CHA’s Imputed Welfare Income Procedure, and/or a family refuses or fails to provide verifiable third party documentation within ten (10) days of the claimed “qualifying hardship”.

H. ACC Assisted Unit Applicants Not in Good Standing

No applicant will be considered for admission to occupancy of any unit in the Development who is a RRC Applicant of a Housing Authority owned unit not in good standing with the Housing Authority.

A RRC Applicant of a Housing Authority owned unit shall be considered not in good standing if there is pending a lease termination action against such RRC Applicant until the matter is resolved.

I. Admission for All Units

All applications for admission to West End will be taken and processed at the business office. Eligibility criteria for admission shall apply to all units except as otherwise noted.

With respect to applicants for ACC Assisted Units, the Management Agent will perform application screening if the applicant is a RRC Applicant seeking preference or a new applicant. With respect to RRC Applicants, the Agent will verify the applicant’s inclusion and rank on the RRC list. The Agent will perform applicant screening, including: income verification, bedroom size determination, third-party verified criminal background and credit checks, interviews and home visits. The Agent will make final admission decisions subject to grievance procedures referred to in section N.

With respect to applicants for LIHTC units, the completed application package will be maintained by the Management Agent who will perform application screening by verifying income, bedroom size determination, third-party verified criminal background and credit checks, interviews and home visits. The Agent will make final admission decisions.

With respect to applicants for Market Rate units, the completed application package will be maintained by the Management Agent who will perform application screening by verifying income, bedroom size determination, third-party verified criminal background and credit checks, interviews and home visits. The Agent will make final admission decisions.

The Agent will commence acceptance of final applications for admission to all units not earlier than 120 days prior to the anticipated first availability of units for occupancy.

J. RRC Applicants Engaged in Activities to Meet Property Specific Criteria

RRC Applicants who do not meet the property specific criteria for admission at the time of application may be conditionally admitted for residency if they are able to demonstrate that they are engaged in activities to meet the property specific criteria. Any such tenant that is conditionally permitted to remain in occupancy shall be required to sign a certification that they are engaged in activities to meet such requirement. A compliance plan regarding the conditions the tenant is and will continue to engage in to meet the criteria within 12 months of move-in shall be attached to and become part of the lease. The tenant is obligated to use best efforts to comply with the Compliance Plan throughout the first 12 months of conditional tenancy; however, an otherwise lease-compliant tenant will not be terminated during the first year of occupancy for failure to comply with the conditions of the Compliance Plan.

If an RRC Applicant household meets the Screening Criteria set forth in Section K(b), at the time it is admitted for initial occupancy, and subsequently fails to meet such Screening Criteria for the first time, then in order to remain in occupancy, such RRC Applicant must present evidence sufficient to Management to show that such RRC Applicant household is engaged in activities to meet such provisions to meet the Screening Criteria within one year, and must then meet the Screening Criteria within one year. Any such tenant that is conditionally permitted to remain in occupancy shall be required to sign a certification that they are engaged in activities to meet such requirement. A compliance plan regarding the conditions the tenant is and will continue to engage in to meet the criteria within 12 months from the time the family falls out of compliance shall be attached to and become part of the lease.

RRC Applicants whose application to reside in an ACC-Assisted unit is rejected because of a failure to satisfy Management's Screening Criteria or a finding or determination that the applicant has failed to engage in activities to meet the Screening Criteria may, pursuant to the RRC and the CHA Grievance Procedures, request an informal hearing with Management and, if applicable, a formal hearing before an independent hearing officer.

K. Screening Criteria for All Units

The governing principle of the Agent, in making any determination with respect to an applicant for admission to any unit shall be that an applicant shall not be rejected unless a preponderance of the information available with respect to such applicant demonstrates that such applicant would be likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare or their physical environment or the financial stability of the Development if such applicant were admitted.

Notwithstanding anything set forth in this Section K, if any applicant for an ACC-Assisted Unit is not eligible under 24 CFR 960, including but not limited to, 24 CFR 960.204, such applicant shall not be admitted, as required by law, as ineligibility is mandated as opposed to left up to the discretion of the Landlord.

Relevant information respecting habits or practices to be considered in making admission determinations is as follows:

- a) Applicants must be eighteen (18) years of age or older.
- b) Applicants (head of household or co-head of household) must be employed at a minimum of 30 hours per week. All other non-exempted members of the household must be engaged in one or a combination of activities designed to encourage, assist, train or facilitate economic self sufficiency, including, employment, enrollment and regular attendance in an economic self-sufficiency program, enrollment and regular attendance in a program of education including GED, verified active job search and/or employment counseling; basic skills training; verifiable secondary or post secondary education, or English proficiency or literacy classes to satisfy the 30 hours of employment per week criteria within one year of occupancy.

An exemption to the first paragraph of (b) above shall be granted for one adult family member who elects to stay home to care for young children under six years of age if there are at least two adults in the household and at least one adult is employed at a minimum of 30 hours per week.. An exemption shall also be granted for members of a household when such member(s) of the household is (a) aged 62 years or older, (b) a blind or

disabled individual as defined under 42 U.S.C. 416(i)(1) or 42 U.S.C.1382c and provides third party verification that he or she is unable to comply with the requirements of this paragraph because of his or her blindness or disability, (c) the primary caretaker of such a blind or disabled individual and provides third party verification that he or she is unable to comply with the requirements of this section because of his or her role as such caretaker, or (d) is a retiree with a pension plan.

RRC Applicants or co-heads of household may satisfy the “working toward” provision in the first paragraph of (b) above if they can demonstrate that applicants are spending an average of 30 hours per week engaged in one or a combination of the following activities: employment and enrollment and regular attendance in an economic self-sufficiency program, enrollment and regular attendance in a regular program of education including GED, verified active job search and/or employment counseling; basic skills training; verifiable secondary or post secondary education, or English proficiency or literacy classes. Evidence of satisfaction of this requirement may include, among other things, written verification of employment from an employer, written verification of enrollment or participation in a program identified above by an administrator or instructor of such program.

All other members of the household 18 and over must meet the 30 hours of activities described above within one year of occupancy. Should a working head or co-head of household lose their employment during their tenancy, participation in community and volunteer work is allowed so long as the head or co-head of household is also actively seeking employment.

Where an RRC Applicant is admitted for occupancy and the RRC Applicant head or co-head of household is “working toward” the 30 hour a week minimum employment criterion but at the end of one year of occupancy, the RRC Applicant head or co-head of household is not yet employed a minimum of 30 hours a week, such RRC Applicant household may continue to reside at the development if all members of the household 18 and over other than the RRC Applicant head or co-head continue to meet the 30 hours of weekly activity described in the first paragraph of (b) above and the Tenant head or co-head of household can prove to the satisfaction of management that:

- The head or co-head of household is enrolled full-time and is regularly attending a secondary or post-secondary educational program and shows progress in completion of the program. (Progress may be shown by passing grades, completion of additional credits in the program, etc.) Additionally, the educational program must be one that, in the determination of management, will lead to fulfillment of the 30 hour employment criterion at its completion, or;

- The head or co-head of household is employed for some period of time less than 30 hours a week but is also engaged in one or a combination of the following activities: enrollment and regular attendance in an economic self-sufficiency program, part-time enrollment and regular attendance in a secondary or post-secondary educational program, participation in a verified active job search or job counseling, enrollment and regular attendance in a basic skills training program, or engagement in combination of activities that, together with the employment, equal not less than 30 hours a week, or;
 - The head or co-head of household is neither enrolled full-time in a secondary or post-secondary educational program nor is employed but is engaged for a minimum of 30 hours a week in a Service Plan for Self-Sufficiency, which consists of one or a combination of the following activities: enrollment and regular attendance in an economic self-sufficiency program, part-time enrollment and regular attendance in a secondary or post-secondary educational program, participation in a verified active job search or job counseling, or enrollment and regular attendance in a basic skills training program. It is the purpose of the head or co-head of household's participation in this plan to develop employment skills and history that will enable the head or co-head of household to move toward economic self-sufficiency. The head or co-head of household will develop the Service Plan for Self-Sufficiency in cooperation with the local Service Provider and failure to follow the requirements of the Service Plan for Self-Sufficiency will constitute grounds for transfer from the development.
- c) Previous tenancies over the most recent 3 year period will be evaluated. Landlord references regarding payment of rent, lease violations and destructive behavior will be used to determine eligibility. An applicant's past performance in meeting financial obligations, especially rent will be considered in determining if there is an unreasonable risk that such applicant will not fulfill his/her rent obligations. Factors to be considered are as follows:
- (i) Consistent record of rent payment including no rent due to any public housing program;
 - (ii) No landlord judgments within the past 2 years. An applicant will be excepted from this criterion if the applicant produces verification acceptable to Management that such judgment was the result of a landlord's or Section 8 program administrator's failure to comply or judgment was due to no fault of the applicant (e.g., a no fault 30-day notice to vacate). RRC Applicants may satisfy the "engaged in activities to meet"

provision if they can demonstrate one year without landlord judgment. The first year of tenancy in the new development will be evaluated to satisfy the second year of the requirement;

- (iii) No reported delinquent consumer balances including that to any public housing program exceeding \$1,000 (excluding medical bills and student loans) within three months of date of conduct of the financial screening or written off within one year of date of the screening; RRC Applicant who has an otherwise good history of rent and utility payments but also a delinquency as described above, will be conditionally accepted and permitted to occupy a rental unit (provided all other requirements for occupancy are met) subject to the requirement that such applicant demonstrate that the Applicant is current in a repayment plan with the creditors;
 - (iv) No history or pattern of substantial past due consumer debts (excluding medical bills and student loans) within the last 18 months with balances older than six months;
 - (v) A credit history will be used to conduct an overall review of an applicant's credit and current ability to pay rent. Such a review includes consideration of payment history, landlord judgments, consumer debt and prior debts owed to public housing programs. RRC applicants may satisfy the "working towards" provision if they can demonstrate one year at a current job and a favorable landlord history.; and
 - (vi) The applicant must demonstrate the ability to secure and "turn on" all applicable utility services. In the case of RRC Applicants who have entered relocation rights contracts with CHA, if the securing and "turn on" of utilities is the only bar to admission, the Management Agent will make every effort to assist the applicant in securing these services.
- d) Criminal record check as allowable by law with respect to all applicants for occupancy in the Development, showing no record of past criminal activity as follows including but not limited to 960.204. Owner is prohibited from admitting any applicant to public housing supported units pursuant to prohibitions contained in HUD24 CFR 960.204 and does not permit consideration of mitigating circumstances except as set forth in Section L of this RSP or, with regard to matters set forth in HUD 24 CFR 960.204, as specified in the regulation:
- (i) No record of conviction for manufacturing drugs within the last seven years;

- (ii) No record of conviction for distributing drugs within the last seven years;
- (iii) No record of felony conviction for drug possession within last five years;
- (iv) No record of a felony conviction for the last five years for a crime against a person;
- (v) No record of a felony conviction for the last five years for a crime against property or for concealed weapons possession;
- (vi) No record of conviction for murder, attempted murder, rape, attempted rape, arson, child abuse or neglect; and
- (vii) All adult household members who have been arrested and have cases pending before the courts for the above enumerated crimes will have their applications deferred until final disposition of the case.

RRC Applicants may satisfy the “engaged in activities to meet” provision with regard to drug related criminal convictions if they can demonstrate verified completion of a certified drug treatment program and a certification that the applicant is complying with all applicable aftercare provisions, and/or verification from a probation or parole officer that an applicant has met or is meeting the terms of probation or parole with respect to refraining from illegal use of a controlled substance.

RRC Applicants may satisfy the “engaged in activities to meet” provision with regard to non-drug related criminal convictions (excluding murder, attempted murder, rape, attempted rape, arson, child molestation) if they can demonstrate no subsequent criminal history, verification from a parole or probation officer that the applicant has satisfied the terms of his/her parole or probation and verification of restitution for criminal activity (where applicable).

If denied admission based upon information provided in the criminal background record, applicant is entitled to due notice of reason for denial as well as a copy of said criminal background record.

- e) Declaration from head of household that all family members under 18 years of age have not been convicted of a crime as an adult. If this declaration cannot be made as to any member, the declaration will provide consent to the release of police information to the Agent for the purpose of verifying whether any such conviction for that family member exists. If

such consent shall not be sufficient to obtain release of such information to the Agent, the parent or guardian of such member shall be required to obtain and submit such information to the Agent if such action is reasonably possible.

- f) Satisfactory home visit to RRC Applicant or applicant's home by representative of the Agent. Home will be inspected after notice of at least 48 hours for cleanliness and evidence of acceptable living standard and personal conduct using a standard form for all visits. If the home visit is not possible because an applicant lives outside the recognized metropolitan area, personal references will be checked in lieu of the home visit. Home visits will be conducted annually in conjunction with unit inspections to insure continued compliance.

RRC Applicants who fail the home visit may be granted a second home visit to occur within 30 days of the initial visit. RRC Applicants who pass the second visit may be granted conditional admission. The conditional admission will include quarterly home visits during the first year of occupancy to insure compliance.

- g) Applicants must provide documentation that children 7-16 years of age are enrolled in and regularly attend school and that day care or supervision will be provided for children under 13 years of age. If children under 17 years of age voluntarily drop out of school, they must be engaged in activities at a minimum of 30 hours per week.

K. Mitigating Circumstances

Except to the extent that mitigating circumstances are prohibited or restricted by HUD 24 CFR 960.204, in all instances where unfavorable information would cause an applicant to fail to meet the screening criteria set forth above, best efforts will be made to obtain mitigating information from all available sources. Sources of information may include, but are not limited to, the RRC Applicant or applicant (by means of interview), landlord, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by particular circumstances and as allowable by law.

- a) Consideration will be given to the time, nature, and extent of the applicant's conduct (including any reasonable explanation thereof) and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects.

Other mitigating factors to be considered include the following:

Negative credit information can be mitigated through third party verification, including but not limited to each item for which:

- (i) there has been a payment plan for non-rental debts and a timely payment history on such plan for the period during which such plan has been in effect (but not less than sixty days); or
 - (ii) the applicant has disputed such debt and can provide verification of such dispute.
- b) Record of unsuitable rental history or behavior can be mitigated if RRC Applicant or applicant can show evidence of rehabilitation or participation in rehabilitation. If the evidence relates to a change in medical condition, the Agent shall have the right to request further information or refer such information to persons qualified to evaluate such evidence;
 - c) Evidence of completion of rehabilitation or verification of current rehabilitation to mitigate history of one or more family members with drug or alcohol abuse;
 - d) Participation in the HOPE VI CSS Program with specific emphasis on lease compliance, property rules and regulations and other policies regarding property management;
 - e) Evidence by RRC Applicant or applicant and family members of participation in or willingness to participate in social service or other appropriate counseling service programs; and
 - f) Evidence by RRC Applicant or applicant and family members of willingness to attempt to increase family income, taking into account the availability of training or employment programs in their locality.

L. Selection for Units

The Agent will select for residency for an ACC Assisted Unit each RRC Applicant or applicant family approved by the Agent, subject to unit availability in accordance with the RRC Applicant or new applicant waiting list order and to final verification of income and other eligibility requirements described above. RRC applicants who are otherwise approved for admission but are not admitted at initial occupancy at the site due to position on the waiting list shall retain preference status on the waiting list for turnover units.

The Agent will select for residency for a LIHTC Unit each applicant family approved by the Agent, subject to unit availability in accordance with the waiting

list order and to final verification of income and other eligibility requirements described above.

The Agent will select for residency for a Market Rate Unit each applicant family approved by the Agent, subject to unit availability in accordance with the waiting list order and to final verification of income and other eligibility requirements described above.

M. Rejection for Residency

An applicant shall be rejected for residency to a unit if: (i) the applicant fails to meet the income or other eligibility requirements described in section F, or (ii) the applicant was not approved for admission by the Agent, as the case may be, after consideration of mitigating circumstances.

The Agent will promptly notify a rejected applicant in writing of its rejection, stating the reason thereof and advising the applicant of its right to request a meeting with the Agent within fourteen (14) days. Within five (5) days of a rejected applicant's request for a meeting, the Management Agent shall convene a meeting with the applicant to explain the reason for rejection. If the applicant appeals such rejection, the Agent will give the applicant a final decision, in writing, within five (5) days following the applicant's meeting with the Agent. If the Agent determines that the applicant is not an acceptable resident for the development, the Agent will temporarily remove the application, with justification for denial, from its active file.

An RRC Applicant that is not satisfied with Management's decision may appeal their decision and request a de novo hearing before an independent hearing officer, pursuant to the RRC. If the independent hearing officer finds in favor of the applicant and against Management's decision to reject the applicant, the applicant will be placed back onto the list for a unit.

West End Building Rules and Regulations

This rider is attached to and made part of lease dated _____ between Lessor and Tenant. In the event this rider conflicts with any provision of the lease, the rider shall prevail.

- 1) Lessor is not an insurer of Tenant's possessions and Tenant understands that it is their responsibility to obtain insurance for their possessions, commonly known as renter's insurance.
- 2) The tenant is responsible for notifying management immediately should an item within your apartment require repair. In addition to damages caused by Tenant(s) or their guests, damages that are the result of a failure or delay in notifying management of the needed repair may be charged to the tenant.
- 3) Passages, public halls, stairways, and landings shall not be obstructed or used for any purposes other than entry and exit from the building, nor shall anyone be permitted to congregate or play in or around the common interior area of the building. All personal possessions must be kept in the apartment.
- 4) All furniture, supplies, goods, and packages of every kind shall be delivered through the rear of the building.
- 5) Carriages, bicycles, sleds, and the like are not allowed in the stairways or halls of the building, balconies or rear porches and are only to be stored in your apartment or areas specified for such purpose.
- 6) Garbage must be regularly removed from apartments and deposited in the garbage receptacle(s) for pick up on a regular basis. Appropriate refuse bags (paper or plastic) should be utilized. If the receptacle is full, do not leave open trash on the ground etc. Management should be notified immediately if there is insufficient space for garbage disposal so that an alternative, temporary refuse container may be set up. Tenants or their guests are not to litter (drop paper, wrappers, cigarette butts, etc.) in or around the premises, including, but not limited to, the parkways, courtyards, gangways, lobbies, hallways, laundry rooms, etc. Litter should be deposited in waste baskets.
- 7) No sign, signal, illumination, advertisement, notice, or any other lettering or equipment shall be exhibited, inscribed, painted, affixed, or exposed on any part of the outside or inside of the building, unless approved in advance by the management office. An exception will be made for reasonably sized signs for political candidates.
- 8) No awnings or other projections, television or radio antennas, or wiring, shall be attached or extended from beyond the outside walls of the building.
- 9) No waste receptacles, supplies, footwear, umbrellas, or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung or shaken from the windows or balconies or placed upon the outside window sills.

- 10) No loud noises are allowed which disrupt other tenants' or neighbors' peaceful enjoyment of their home. Noises should only be audible within a tenant's own personal unit. Loud noises include, but are not limited to: Stereos, radios, televisions and conversation, yelling, etc. Quiet hours are: After 10:00 p.m. – Sunday through Thursday nights until 8:00 a.m. Monday through Friday mornings; and After 11:00 p.m. – Friday and Saturday nights until 9:00 a.m. Saturday and Sunday mornings.
- 11) Each tenant is responsible and shall be held accountable for the behavior of any and all visitors. Bad company can cause your eviction.
- 12) The use of grills in the apartments and on the balconies of the property is prohibited.
- 13) No waterbeds or liquid furniture are allowed.
- 14) Pets will be permitted in accordance with the Jackson Square at West End Pet Policy, attached hereto as Exhibit A. Violations of this Pet Policy, as described in Exhibit A, Paragraph B, 12 can serve as grounds for termination of your Lease.
- 15) Clothes washers and dryers and dishwashers are not allowed in individual apartments unless utilities and/or appliances specifically designed to support and connect to washers, dryers and dishwashers are in the apartments.
- 16) The 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 the Lessor. Do not give keys to non-building residents.
- 17) A lock out fee shall be charged if building personnel is requested to open tenant's door after office hours. Such fee shall initially be \$30.00, but may be increased in the Lessor's sole discretion provided that any increases shall be posted, and provide for a 30 days comment period.
- 18) Drug use will not be tolerated. The lease of any tenant involved in the use, trafficking, storing, purchasing, selling, or manufacturing, of any controlled substance within the tenant's unit, in the common areas, or within the property immediately surrounding the premises will be immediately terminated. There will be no consumption of alcohol in the common areas of property or the area immediately surrounding the premises. Alcohol consumption is to be confined to one's own apartment.
- 19) Your apartment is equipped with a permanent, hard-wired, electric smoke detector for your safety. Ask your Resident Manager for a demonstration if you are unclear as to its use and upkeep. There is also a sprinkler system in your unit. Please do not tamper with these systems. You must inform the Resident Manager in the event that any of the above stated systems become damaged or inoperable.
- 20) Replacement bulbs are your responsibility – please make sure you use the same wattage (size/type) or less. Use of large-wattage bulbs can become a fire hazard.

- 21) Your lease is a legal document, enforceable by law. Breaking your lease will be treated seriously by East Lake Management Group, Inc. and legal consequences will result.
- 22) Gang activity will not be tolerated. Tenants sporting gang paraphernalia (dress, caps, colors, etc.) will be subject to eviction. Tenants are responsible for their activities and actions and that of their guests. Tenants are not to be involved in any gang activities. Failure to follow these rules will result in termination of your lease.
- 23) Loitering in or around the property in common areas or public areas immediately adjacent to the property will not be tolerated. The term "loitering" refers, but is not limited to, sitting on cars parked in front or to the side of buildings, congregating in the courtyards, gangways, or on the sidewalk in the front of the building or in the alleys behind the building.
- 24) **DO NOT USE YOUR COOK TOP BURNERS OR OVEN FOR HEAT, THIS IS A SERIOUS FIRE HAZARD.** Contact Management if you have heat problems.
- 25) Playing in common areas of the building (i.e. hallways, lobbies, courtyard, gangways, front and rear stairwells, parkways) is not permitted. Swinging in trees or riding bicycles in the common areas, on the sidewalks, or in a parkway, in violation of the City of Chicago Ordinance relating to bicycle traffic is not permitted. Tenants and their guests must not infringe on the rights of other tenants or neighbors including, but not limited to, being disrespectful of other's rights to enjoy peace and quiet in their homes, yards, and common areas. Trespassing on other properties will not be tolerated. Tenants who are parents or legal guardians of a minor(s) are responsible for adequately supervising such minors both inside and outside of their apartment, enforcing curfew and truancy laws in accordance with the City of Chicago Ordinances and for any actions which may cause damage (financial or otherwise) to the building property, other tenants' property, or the property of neighbors.
- 26) **NO SMOKING** is allowed in all common and individual living areas in all buildings. This includes, but is not limited to, lobby, elevators, vestibule, hallways, stairwells, etc.
- 27) East Lake Management Group, Inc. reserves the right to inspect every tenant's unit with 48 hours notice.
- 28) Please refer to your Check-in/Check-Out form for a schedule of charges pertaining to repairs or cleaning made necessary by damage beyond normal wear and tear. Your Resident Manager will be inspecting your unit, with 48 hours notice, periodically throughout the year. Damage noted must be corrected at that time, and charges will be billed to you.
- 29) Tenants and their guests shall park their automobiles and/or motorcycles in the designated parking areas of the building. Vehicles must be parked between the lines. Parking areas shall not be used for the parking or storage of boats, trucks, campers, or any recreational vehicle without written consent by the lessor. Semi trucks and trailers

are not to be parked in the parking lot, except for deliveries and pickups. Washing or working on a vehicle is prohibited, a \$50.00 fine will be assessed if found violating this rule. Illegally parked vehicles, abandoned vehicles, and vehicles without current license plate, tags and/or invalid registration will be towed at owner's expense. Tenants are limited to one parking spot per apartment. All vehicles must be registered with lessor.

BY SIGNING BELOW, I REPRESENT THAT I HAVE RECEIVED A COPY OF AND AGREE TO THE ABOVE RULES AND REGULATIONS. BY SIGNING BELOW, I ALSO ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ABOVE RULES AND REGULATIONS.

Tenant

East Lake Management Group, Inc.

Date

Date

Co-Tenant (if applicable)

Date

EXHIBIT A TO BUILDING RULES AND REGULATIONS

West End PET POLICY

I. Background

The following Pet Policy is in accordance with 24 CFR 960.707. This policy refers to common household pets such as dogs and cats. All Residents who desire to keep a pet must obtain the prior approval of Management and only do so in strict accordance with the procedures set forth in this Pet Policy.

II. Policy Statement

A. Ownership of Pets

1. Pet ownership by Residents is subject to reasonable requirements and limitations as described in this policy and the rules outlined below. It is the Resident's responsibility to read and follow the rules and regulations contained in this policy. Violation of this policy will be cause for termination of your Lease.
2. Dog and Cat Ownership: Breeds of canine used for attack or defense purposes such as, but not limited to, Rottweilers, Pit-bull Terriers, Doberman Pinschers and German Shepherds are not eligible for residency in the Property and will not be allowed except for specially trained animals assisting disabled persons. Overly aggressive cats, with a known or suspected propensity, tendency or disposition to unprovoked attacks, will be excluded. Dogs and cats may not exceed 35 lbs. and 15 lbs., respectively and must be spayed or neutered.
3. Elderly and/or persons with disabilities in need of auxiliary or assistive animals or pets for emotional/functional support shall have the opportunity of owning a qualified auxiliary or assistive household pet limited to a size comfortably accommodated within their respective unit.
4. Birds and Fish Ownership: Management approval is required for common birds in a cage or fish in an aquarium at any property. The number of birds in a unit shall not exceed two (2), and no fish tank shall exceed twenty (20) gallons in size. Certain types of birds (e.g., Hawks, Eagles, Condors, Pigeons, etc.) are not allowed.
5. Other Small Caged Animals: Management approval is required for common small caged animals, such as gerbils, hamsters, rabbits, but limited to one small caged animal.

6. Pets Not Permitted: Exotic animals are excluded from the Property by this Pet Policy (e.g., snakes, lizards, iguanas, wild animals such as wolves and big cats, etc.). Also excluded are declared dangerous or illegal animals in the U.S. (such as piranhas) There are no exceptions.

B. Rules for Pet Ownership

1. For All Pets: A nonrefundable pet application fee must be paid at the time the pet application is submitted (e.g., one pet application fee for each of the following: a dog, a cat, an aquarium of fish, a pair of birds, etc.).
2. Documentation is necessary at the time of application: For dogs and cats, the Resident must submit the following—Registration, inoculation receipt, identification tag, verification that the pet has been spayed/neutered or a letter from a veterinarian giving a medical reason why the procedure was not performed and, if necessary, a certificate from a knowledgeable professional regarding “medical need” for ownership of a pet. A pet owner must be capable of taking care of a pet and is required to maintain a name of a person who will assume immediate responsibility for the pet in case of illness/emergency of the pet owner or extended absence from the dwelling unit.
3. Once the pet application is approved by Management, the Resident shall pay a pet deposit. The application can be approved only if the household is lease compliant. The pet deposit shall be kept together with the Resident’s security deposit, if any. A receipt shall be given to the Resident and a copy kept in the Resident’s file.
 - a) Birds/Fish: Resident shall pay a pet deposit of \$50 for each type of pet. This deposit must be paid at the time the Lease is signed (e.g., \$50 pet deposit for an aquarium of fish and/or \$50 pet deposit for a pair of birds or other small caged animal such as a gerbil, hamster, etc).
 - b) Cats/Dogs: Resident shall pay a pet deposit of \$100 (e.g., \$100 pet deposit for a dog and \$100 pet deposit for a cat). The Resident shall have the following options to pay the pet deposit:
 - i. The entire \$100 paid at the time the Lease is signed or pet approval for the unit is granted, or
 - ii. \$50 paid at the time the Lease is signed or pet approval for the unit is granted and the remaining \$50 paid in two (2) installments of \$25. Each installment of \$25 is due the first of the month for the two months immediately following the signing of the Lease or the pet approval for the unit is granted.

4. Residents who require a pet as a result of a medical verification of a need for emotional/functional support, or a person with a disability, must also abide by the rules for pet ownership and any applicable deposits or fees.
5. Only one (1) pet (cats and/or dogs) excluding fish and birds may be kept in any one apartment. Cats are limited to 15 pounds. Dogs are limited to 35 pounds and 24 inches in height from the floor to the top of their head. Auxiliary aid or assistive animals are exempt from the height and weight limitation.
6. In compliance with Municipal Code S7-12-160, "Rabies Inoculation of Animals," every dog and cat must wear a valid rabies tag. All pets must also wear a tag bearing the owner's name, address and phone number.
7. All dogs and cats over six months of age must be spayed/neutered unless a letter is received from a licensed veterinarian giving medical reason why such is detrimental to the pet's health.
8. At the time of annual re-examination, every pet must be registered with the Property Manager. Registering your dog or cat requires proof of up-to-date inoculations, identification tag and verification that your pet has been spayed/neutered or a letter from a veterinarian giving medical reason why procedure was not performed.
9. Every dog and cat must be kept in a clean and neat manner. Every pet owner will be responsible for proper disposal of fecal waste of his or her pet. In accordance with City Ordinance S7-12-420, Removal of Animal Excrement, the excrement of any animal curbed on the Property must be removed and disposed of immediately. Owners of auxiliary aid or assistive animals must meet this requirement on their own, with assistance, or as part of a reasonable accommodation.
10. In accordance with Lease, pets may not make noise which disrupts the peace of the Development.
11. Pet owners are liable for any damage caused by their pet.
12. Violation of this Pet Policy two (2) times within a twelve-(12) month period will be grounds for termination of your Lease. However, if one of the two violations is for Item 7 and/or Item 8 above and the compliance terms are met, the number of violations will be rolled back by one.
13. No dogs and no cats are allowed in building areas where nutrition centers are located. Auxiliary aid or assistive animals used for the sight or hearing impaired are exempt from this restriction.

14. Pets will not be permitted in common areas, i.e., solariums, craft rooms and TV lounges, etc. Lobby areas are available to pets for ingress and egress only. Auxiliary aid or assistive animals used for the sight or hearing impaired are exempt from this restriction.
15. While pets are outside of the apartment and in building common areas (e.g., elevators, hallways, lobby, etc.), they must be under the control of a responsible person at all times whereby they are either kept on a leash and tightly reined, carried in your arms or in an appropriate animal cab.
16. A pet that bites or attacks a Resident or Employee shall be subject to the mandates set forth in municipal Ordinance S7-12-050 of the City of Chicago regarding Dangerous Animals. If the owner wishes to maintain residency, the owner will have to remove the offending animal from the property.
17. Visitors (non-Residents) on the Property are allowed to have Auxiliary aid or assistive animals only.

Client Number _____

Lease

1. THIS AGREEMENT is executed between East Lake/West End Phase II, LP (hereinafter called "East Lake"), and _____ (therein called "Resident").

Date of Lease	Term of Lease		Annual Review Date	Monthly Rent	Security Deposit
	Beginning	End			

2. Unit: East Lake, relying upon the representations of the Resident as to the resident's eligibility, income, deductions from income, preferences, household and housing needs, leases to the Resident a unit in accordance with the Lease Part 1: Terms and Conditions.

Resident (Head of Household): _____

Co-head (if applicable): _____

Street Address: _____ Apartment No.: _____

City: _____ State: _____ Zip Code: _____

Development: _____ Management Office: _____

3. Authorized Occupants: The Resident's household is composed of the authorized members listed below.

Name	Date of Birth – mm/dd/yy	Relationship to Head	Social Security Number
		Head	
		Co-Head	

4. Initial rent: Is prorated for a partial month and shall be \$ _____.

5. Monthly Rent: After the initial rent established in (4) above, rent in the amount of \$ _____ per month is due on the first day of each month.

This rent is an: ☐ Income-based rent ☐ Flat rent

6. Rent Payments: Rent payments must be mailed or delivered to a designation determined by the Property Manager listed below.

7. Renewal: Unless terminated as stated in the Lease Part 1: Terms and Conditions, this Lease shall be automatically renewed for successive 12-month terms. The monthly rent stated in #5 above will remain in

effect unless adjusted in accordance with the Lease Part 1: Terms and Conditions. Adjustments to rent will be made by written notice to the Resident or by executing a new Lease.

8. Security Deposit: Resident agrees to pay \$ _____ as a security deposit in accordance with the Lease Part 1: Terms and Conditions and the ACOP.

9. Utilities and Appliances:

a) The following utilities are furnished by the CHA, as checked below:

Heat ☐ Hot Water ☐ Cold Water ☐ Electricity ☐ Gas ☐

b) The following utilities are paid for by the Resident, as checked below:

Heat ☐ Hot Water ☐ Cold Water ☐ Electricity ☐ Gas ☐

c) The following appliances are supplied by the Resident with prior CHA approval, as checked below:

Stove ☐ Refrigerator ☐ Other ☐ Describe: _____

10. Utilities Allowances for Resident-Paid Utilities:

If applicable, the Resident shall receive the benefit of \$ _____ from the CHA for a partial month's utility allowance for the period beginning _____ and ending at midnight on _____. Utility allowances shall be paid by the CHA to the applicable utility provider on the Resident's behalf.

If the Resident pays for utilities or appliances, as indicated by an (X) in #9 above, the CHA shall provide the Resident with a utility allowance in the amount of \$ _____ per month, for which the Resident has the responsibility to maintain utilities connected in the unit and to make payments directly to the utility provider. The allowance shall be sufficient to pay for a reasonable consumption of utilities by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment. Utility allowances are not applicable to flat rent.

If the Resident's actual utility bill is less than the utility allowance, the Resident will receive the savings in the form of a credit on the utility provider's billing statement. By signature below, the Resident agrees to sign a third-party notification agreement with the utility provider so that the CHA will be notified if the Resident fails to pay the utility bill or if utility service will be disconnected.

11. Other Resident Responsibilities: Subject to reasonable accommodations, this Lease requires the Resident to assume the responsibilities listed below.

12. Accessible Features: The Resident has requested to East Lake and East Lake has verified the need for the following accessible features indicated below.

_____ A separate bedroom
_____ A barrier-free apartment
_____ One-level unit
_____ Unit for vision-impaired

_____ Unit for hearing-impaired
_____ 1st floor unit
_____ Other _____

13. Alternate form of communication or format for written notices: The Resident has requested and East Lake has verified the need for the following alternate form of communication or format listed below:

14. Other Reasonable Accommodations: The Resident has requested and East Lake has verified the need for the following reasonable accommodations:

EXECUTION AND CERTIFICATION

By signature below, the Resident agrees to the Terms and Conditions of this Lease. By signature below, the Resident also acknowledges that the Terms and Conditions of this Lease Agreement have been received and thoroughly explained.

I hereby certify that I have not committed fraud in connection with any federal housing assistance program. If I have committed fraud, such fraud was fully disclosed to the CHA before execution of the Lease or before CHA approval for occupancy of the unit. I further certify that all information or documents submitted to the CHA before and during the Lease term are true and complete to the best of my knowledge and belief. If I do give fraudulent information, I understand that my Lease may be terminated or my rent retroactively increased.

Resident (Authorized Head of Household):

Date:

Co-head of Household (if applicable):

Date:

Property Manager:

Date:

Witness:

Date:

ATTACHMENTS TO THE LEASE

If indicated by an (X) below, the CHA has provided the Resident with the following attachments and information:

- _____ Lease Part 1: Terms and Conditions
- _____ Admissions and Continued Occupancy Policy
- _____ Pet Policy and Procedure on Pet Ownership
- _____ CHA Resident's Grievance Procedure
- _____ Illinois Law on Truancy Policy
- _____ Information on Lead Poisoning
- _____ Fair Housing 504 Information Sheet
- _____ Resident Request for Reasonable Accommodation/Structural Modification Guide

- _____ City of Chicago Residential Landlord/Tenant Ordinance Summary
- _____ House Rules, if applicable
- _____ Third-Party Utility Form
- _____ CHA Leaseholder Housing Choice and Relocation Rights Contract - 10/1/99, if applicable
- _____ CHA Leaseholder Housing Choice and Relocation Rights Contract - Post 10/1/99, if applicable
- _____ Domestic Violence Information Sheet

Items listed above are subject to change and may be updated by the CHA.

I certify that a copy of all of the above indicated attachments to the Lease were provided to me. The attachments have been thoroughly explained to me and I understand that these attachments are incorporated to this Lease.

Resident (Authorized Head of Household):

Date:

Co-head of Household (if applicable):

Date:

STATEMENT ON RECEIPT OF INFORMATION ON LEAD POISONING

I certify that a copy of the above listed information regarding lead poisoning was provided as part of the move-in packet. The information was thoroughly explained and I understand the possibility that lead-based paint may exist in the unit.

Resident (Authorized Head of Household):

Date:

Co-head of Household (if applicable):

Date:

Lease Part 3: Definitions

1. Resident: Shall be the head of household and co-head, if applicable, who sign the Lease. Under the CHA Leaseholder Housing Choice and Relocation Rights Contract 10/1/99 and the CHA Relocation Rights Contract for Families with Initial Occupancy after 10/1/99 the term "resident" is referred to as "Leaseholder."
2. Family Member(s): Means any authorized persons whose names are included or added to the resident's application and the Lease and who are members of the resident's "family," as defined in the ACOP of the CHA. Family members have rights as remaining family members.
3. Household Member(s): Means any authorized persons who are not family members but are members of the resident's household and whose names are included or added to the resident's application and the Lease. Household members are usually foster children, foster adults, and live-in aides. Household members do not have rights as remaining family members.
4. Resident Authorized Members: Combination of both family members and household members are authorized occupants and are referred to as "resident authorized members."
5. Remaining Family Members: Family members listed on the lease that remain in the unit when the head of household dies or leaves the unit without a housing subsidy assistance (i.e. institutionalization, incarceration, forming a new household in unsubsidized housing and given their RRC or Post 10/1/99 RRC rights to the remaining family members, etc.). Continued occupancy by remaining family members is permissible only if:
 - (a) The family reports the death or departure of the head of household within ten calendar days of the occurrence;
 - (b) The family member requesting to become the new head of household is age 18 years or over, has lived in the unit as an authorized occupant, on the Lease, for a minimum of three consecutive calendar years (36 months), has not had an unauthorized extended absence, and can pass applicant screening;
 - (c) The CHA approved new head of household signs a new lease within 30 calendar days after the CHA approves the remaining family members; and
 - (d) There are no rent and/or criminal activity violations.
6. Dwelling Unit: Shall be the unit occupied by the resident.
7. Assigned Areas: Areas of public housing property that are assigned to residents for their exclusive use as part of their unit, (i.e. front and back porches, yards, etc.) and for which the resident and resident's household are required to keep in a clean and safe condition by performance of housekeeping and/or maintenance upkeep.
8. Premises or Property: Shall be all of the property owned or operated by the CHA directly or indirectly including, but not limited to, stairways, landings, elevators, and solariums.
9. Total Tenant Payment: Total Tenant Payment is the highest of 30% of adjusted monthly income or 10% of gross monthly income. Rent is never less than the minimum rent of \$75.
10. Total Rent: Tenant Rent shall be computed by subtracting the utility allowance for resident-supplied utilities (if applicable) from the Total Tenant Payment. In developments where the CHA pays all utility bills directly to the utility provider, Tenant Rent equals Total Tenant Payment.
11. Sole Domicile: The dwelling unit where a resident is not absent for more than 90 consecutive days in a lease term without prior approval from the property manager.



EAST LAKE MANAGEMENT GROUP, INC.

LEASE FOR SUBSIDIZED PROGRAMS

EAST LAKE

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	(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 return-

ing 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 re-rented, 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: _____

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.

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:

Table with 4 columns: Municipal Code Reference, Notified, Description, Date Resolved

- a.
b.
c.
d.

Tenant(s): EAST LAKE MANAGEMENT GROUP, INC.
as Agent for the Owner

By:
Date: 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 wall-paper 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, marital 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 _____

CLASS 9 CERTIFICATION OF TENANT HOUSEHOLD INCOME

Your apartment is a unit under the Cook County Class 9 Affordable Housing Tax Incentive program. Class 9 units must be occupied by households whose incomes are within limits set by the Class 9 Program. The income limits vary by the number of persons in the household. In order to qualify for the Class 9 incentive, the owner or manager of the building must collect a completed and signed certification of household income each year for each Class 9 unit. The information will be treated as confidential by the Assessor's Office and will not be disclosed to the public. The information submitted to the Assessor's Office may be used for verification of other data submitted to the Assessor's Office.

Address of Building _____ Unit Number _____

Date lease begins _____ Date lease ends _____

List of persons in my household. Attach additional sheet, if necessary.

Name

Source of Income*

*** Some income sources should not be included in your total household income. Please refer to the attached *Class 9 Tenant Household Income Information Sheet On Income Declarations* list so that you will know what to include and exclude.**

Total Number of Persons in my household _____

Total Household income \$ _____

I declare and certify under penalty of perjury that that foregoing is true, correct and complete. I consent to and authorize the disclosure of the information above to the Cook County Assessor's Office and consent to and authorize its use for verification purposes.

_____ day of _____, 20____.

Signature of Tenant

Signature of Owner/Agent

SCHEDULE III
TENANT CERTIFICATION

RE: _____
Chicago, Illinois

Name of Tenant (i.e., person(s)
whose name appears on the lease): _____

Address of Apartment: _____

Apartment Number: _____

Some or all of the cost of the apartment development in which you are to lease an apartment was financed by a loan made by the City of Chicago, Illinois (the "City") to the owner of the apartment development, through a U.S. Department of Housing and Urban Development program and by the use of low-income housing tax credits provided by the City for the development. In order for the development to continue to qualify for this loan and these tax credits, there are certain requirements which must be met with respect to the apartment development and its tenants. To satisfy one of those requirements it is necessary for you to provide the information requested in this Tenant Certification at the time you sign your lease and annually thereafter so long as you remain a tenant in the apartment development.

CERTIFICATION

I, the undersigned, state that I have read and answered fully, frankly and personally each of the following questions for all persons who are to occupy the unit in the above apartment development for which application is made, all of whom are listed on the following page:

Income Computation
(Anticipated Incomes)

<u>Name of Members of the Household</u>	<u>Relation- ship to Head of Household</u>	<u>Age (if 18 or under)</u>	<u>Social Security Number</u>	<u>Place of Employment</u>
_____	HEAD	_____	_____	_____
_____	SPOUSE	_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____

1. On the lines below, indicate the anticipated income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family over the age of 18 during the 12-month period beginning this date:

[illegible]

(Capital Assets)

If any of the persons described above (or whose income or contributions were included in item (1)) has any real property, savings, stocks, bonds or other forms of capital investment, excluding interest in Indian Trust land and equity in a housing cooperative unit or in a manufactured home in which the family resides and except for necessary items of personal property such as furniture and automobiles, provide:

- a. the total value of all such assets owned by all such persons: \$_____.

- b. the amount of income expected to be derived from such assets in the 12-month period commencing this date:
\$ _____, and
- c. the amount of such income which is included in item (1):
\$ _____.

(Students)

3. a. Will all of the persons listed in column I above be or have they been full-time students during five calendar months of this calendar year at an educational institution (other than a correspondence school) with regular faculty and students?

Yes _____ No _____

- b. Is any such person (other than nonresident aliens) married and eligible to file a joint federal income tax return?

Yes _____ No _____

I acknowledge that all of the above information is or may be the basis of my qualifying as a tenant and further is relevant to the status of the tax credits provided by the City and of the funds provided through the U.S. Department of Housing and Urban Development to finance construction or rehabilitation of the apartment for which application is being made. I agree to provide upon request source documents evidencing the income and other information disclosed above, except as provided below. I consent to and authorize the disclosure of such information and any such source documents to the City and HUD and any agent acting on their behalf. If I am accepted as a tenant or my lease is renewed, and if any of the foregoing information is inaccurate or misleading, I understand that it will constitute a material breach of my lease. I understand that the submission of this information is one of the requirements for tenancy and does not constitute an approval of my application, or my acceptance as a tenant.

If this is the first Tenant Certification submitted by me for the apartment building described on the first page, I have attached to this Tenant Certification copies of source documentation (e.g., wage statements, interest statements and unemployment compensation statements) with respect to the income of the persons described on the preceding pages.

I declare under penalty of perjury that the foregoing is true, correct, complete and accurate.
Executed this ____ day of _____, _____ at Chicago, Illinois.

Tenant _____
Applicant for an apartment _____
or residing in Apt. No. _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On the ____ day of _____, _____ personally appeared before me _____, the
signer of the above certification, who duly acknowledged to me that he/she executed the same.

(SEAL)

NOTARY PUBLIC

My Commission Expires:

FOR COMPLETION BY BORROWER ONLY:

1. Calculation of eligible income:

a. Total amount entered for entire household in 1 above: _____

b. If the amount entered in 2.a above exceeds \$5,000, enter the greater of (i) the amount entered in 2.b less the amount entered in 2.c and (ii) the passbook savings rate as designated by HUD multiplied by the amount entered in 2.a: _____

c. TOTAL ELIGIBLE INCOME
(Line 1.a plus line 1.b): _____

2. For each Tax Credit Eligible Unit, complete the following:

a. The amount entered in 1.c is: (place "x" on appropriate line)

_____ Less than \$_____ which is the maximum income at which a household of _____ persons may be determined to be a Qualifying Tenant (as defined in the Annual Report).
_____ More than the above-mentioned amount.

b. Number of apartment unit assigned: _____

Applicant:

_____ Qualifies as a Qualifying Tenant.
_____ Does not qualify as a Qualifying Tenant.

For each Low-Income Unit, complete the following:

a. The amount entered in 1.c is: (place "x" on appropriate line)

(i) _____ Less than \$_____ which is the maximum income at which a household of _____ persons may be determined to be a Low-Income Family as that term is defined in the Regulatory Agreement dated as of _____, between the City of Chicago, Illinois and _____ (the "Regulatory Agreement").

- (ii) ___ Less than \$___ which is the maximum income at which a household of ___ persons may be determined to be a Very Low-Income Family as that term is defined in the Regulatory Agreement.
- (iii) ___ Less than \$___ which is 60 percent of the median Family income for the Chicago area as adjusted for a household of ___ persons.
- (iv) ___ More than the amount mentioned in line a.

b. Applicant:

- ___ Qualifies as Low-Income Family.
- ___ Qualifies as a Very Low-Income Family.
- ___ Qualifies as a Family whose Family Income is no more than 60 percent of the median Family Income for the Chicago area.
- ___ Does not qualify as a Low-Income Family.

BORROWER:

By: _____

Its: _____

TENANT PROFILE

1. Tenant Name (Head of Household) _____

2. Address (Project) _____ Unit # _____

3. # Bedrooms: ___ Studio ___ 1Bdrm ___ 2Bdrms ___ 3Bdrms ___ 4Bdrms ___ 5+Bdrms.

4. How long have you lived at this address? _____

5. Telephone (Home) _____ (Work) _____

6. Tenants Before? ___ Yes ___ No Unit # _____

7. Tenants Prior Address: _____ # of Yrs/Months _____

8. Monthly Rent (Including Tenant Paid Utilities):

Tenant
Contribution

Subsidy
Amount

Total
Rent

\$ _____

\$ _____

\$ _____

Lease Expiration Date _____

9. List name, age, relationship (mother, son, daughter, friend, etc.) and gross annual income of each person living in your unit, including yourself:

Name	Age	Relationship	Gross Annual Income
_____	_____	*H.O.H.	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Additional "Income Data" Monthly Gross Income? \$ _____

10. Size of Household: ___ 1 Person ___ 2 Persons ___ 3 Persons ___ 4 Persons ___ 5 Persons
___ 6 Persons ___ 7 Persons ___ 8 + Persons

11. Are there any handicapped persons residing in your apartment?

Name(s): _____

12. Head of Household: ___ Single/Non Elderly ___ Elderly ___ *Related/Single Parent
___ *Related/Parent ___ Other

13. Have you ever applied for a Section 8 Certificate? ___ Yes ___ No

14. Are you presently receiving Rental Assistance? ☐ Yes ☐ No
☐ Section 8 ☐ Other Assistance ☐ No Assistance

15. Race/Ethnicity of Head of Household:
☐ Black ☐ Hispanic ☐ White ☐ Native American ☐ Asian/ Islander
☐ Other

Female Head of Household? ☐ Yes ☐ No Social Security Number: _____

TENANT STATUS

16. Remain with Section 8 Assistance? ☐ Yes ☐ No
Remain with Affordable Rent? ☐ Yes ☐ No
Requires Permanent Relocation? ☐ Yes ☐ No

I CERTIFY THAT I AM A LAWFUL TENANT AND THE ABOVE INFORMATION IS
CORRECT.

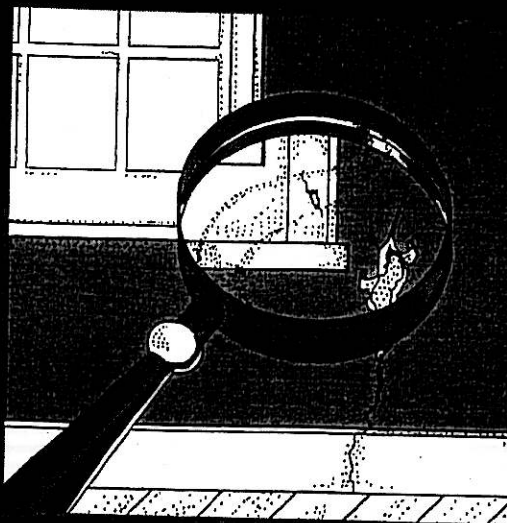
SIGNATURE

DATE

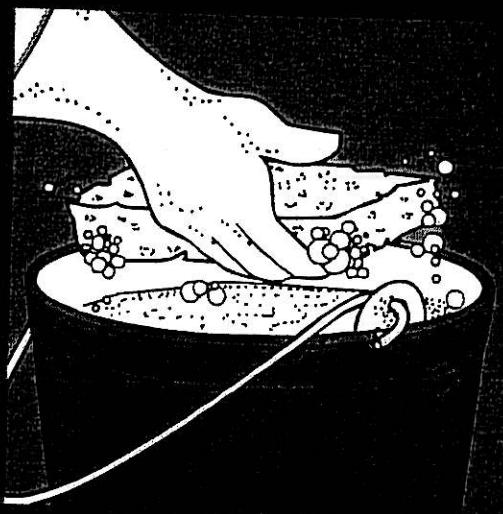
*H.O.H. - HEAD OF HOUSEHOLD

*Related/Single Parent - A single parent household with a dependent child or children (18 years old or younger)

*Related/Two Parent - A two parent household with a dependent child or children (18 years old or younger)



Protect Your Family From Lead In Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.

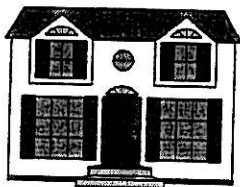


Recycled/Recyclable

Printed with vegetable oil based inks on recycled paper
(minimum 50% postconsumer) process chlorine free.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

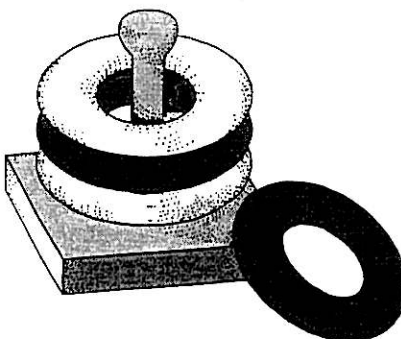
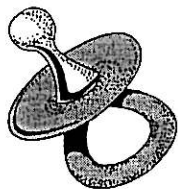
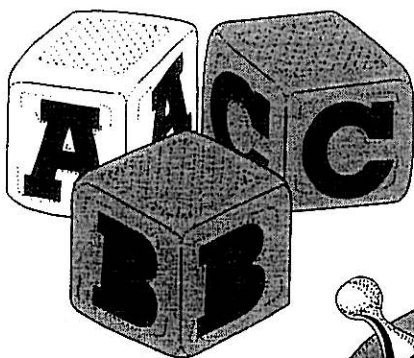
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

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

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

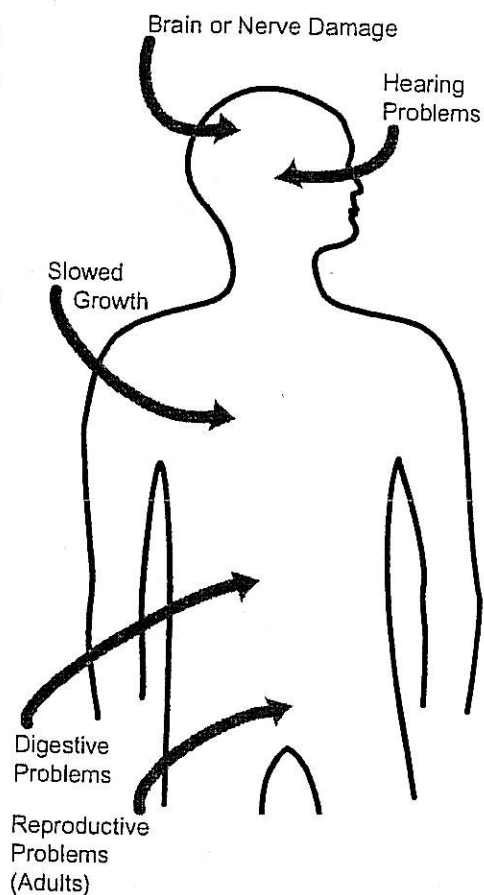
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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

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

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

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

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

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

Checking Your Family for Lead

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

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

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

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

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

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

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

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

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

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

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

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



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

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

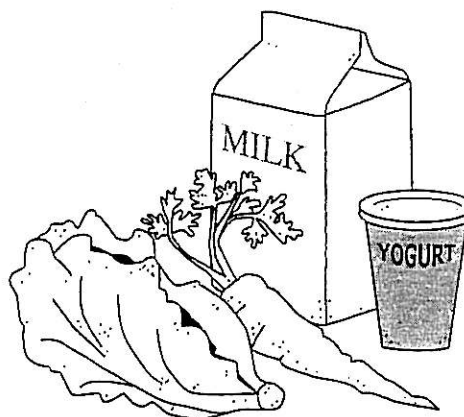
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

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

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

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

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

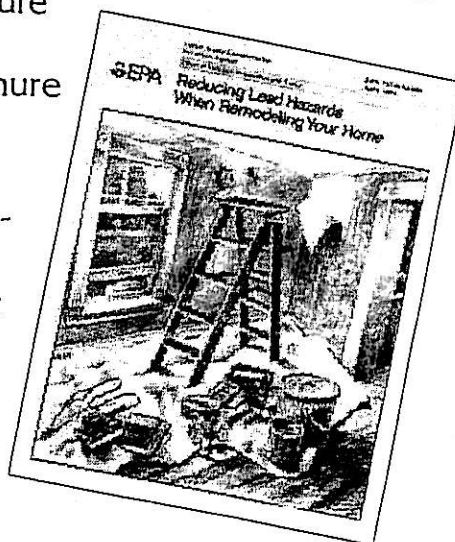
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

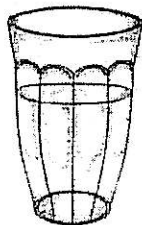
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



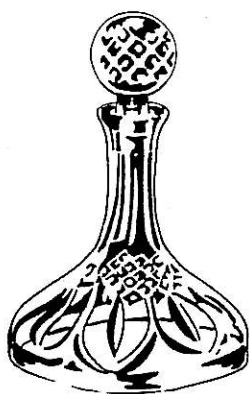
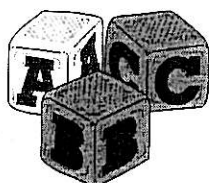
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



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

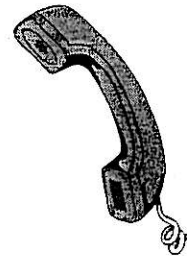


- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in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

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

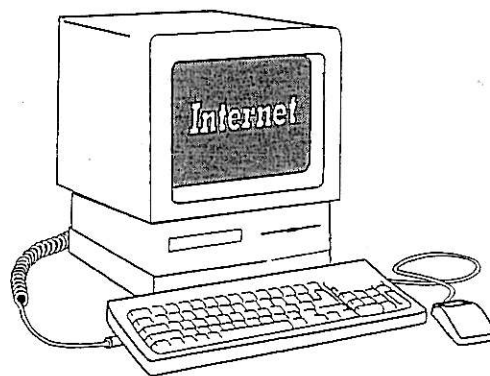


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies

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

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003