Chicago Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Chicago Residential Lease ("Agreement") is between {TenantNames} (collectively, the "Tenant") and {PropertyManagerEntity} ("Landlord"). The manager is {PropertyManagerName}, {PropertyManagerPhone}. Each Tenant is jointly and severally liable for all terms of this Agreement.

2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} ("Premises").

3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.

4. **AGREEMENT TERM.** The term of the Agreement begins on {StartDate}, and it ends at 11:59 p.m. on {EndDate} ("Agreement Term"). Landlord and Tenant intend for this Agreement to be for a definite term.

5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of ${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}. Per 765 ILCS 705/4(B), Landlord shall not require Tenant to remit any amount due to Landlord under this Agreement by means of an electronic funds transfer, including, but not limited to, an electronic funds transfer system that automatically transfers funds on a regular, periodic, and recurring basis.

6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the **fifth** day of the month, Tenant shall pay Landlord a late charge of **$10 for the first $500 in monthly rent plus five percent for any rent in excess of $500**, per Chicago Municipal Code § 5-12-140(h)-(i). If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of ${NSF_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of ${ProratedRent}.

8. **SECURITY DEPOSIT.** Per Chicago Municipal Code § 5-12-080:
    A. **Amount.** Tenant shall deposit with Landlord the amount of ${SecurityDeposit} as a security deposit against any breach of this Agreement by Tenant.

    B. **Allowable Charges.** Landlord may apply the security deposit toward any breach of this Agreement including but not limited to damage to the Premises, any of the buildings, common areas, parking areas, furniture, fixtures, carpet, or appliances; abandonment of the Premises; nonpayment of rent; late charges; and attorneys' fees. Landlord shall not apply the security deposit to ordinary wear and tear. Tenant shall not apply the security deposit to the last month's rent or any other charges.

    C. **Separate Interest-Bearing Bank Account.** Landlord shall hold all security deposits in a federally insured interest-bearing account in a bank, savings and loan association or other financial institution located in the State of Illinois. A security deposit and interest due thereon shall continue to be the property of Tenant, shall not be commingled with the assets of Landlord, and shall not be subject to the claims of any creditor of Landlord or of Landlord's successors in interest, including a foreclosing mortgagee or trustee in bankruptcy. Landlord shall deposit the total sum of Tenant's security deposit with the following financial institution:

        Name: {PropertyEscrowBank}

        Address: {PropertyEscrowAddress}

    D. **Receipt For Security Deposit.** Landlord shall give Tenant **at the time of receiving such security deposit** a receipt indicating the amount of such security deposit, the name of the person receiving it and (in the case of the agent) the name of the landlord for whom such security deposit is received, the date on which it is received, and a description of the Premises. The receipt shall be signed by the person receiving the security deposit. **Landlord's failure to comply with this section shall entitle Tenant to immediate return of the security deposit.**

    E. **Interest.** Landlord shall pay interest to Tenant on any deposit held by Landlord for more than six months. Within 30 days after the end of each 12-month rental period, Landlord shall pay Tenant any interest due, either by cash or credit to be applied to rent due, except when Tenant is in default under this Agreement. Security deposit interest rates are available at www.chicago.gov.

    F. **Return Of Security Deposit.** Landlord shall, within **45 days** after the date that Tenant vacates the dwelling unit or within seven days after the date that Tenant provides notice of termination of the rental agreement pursuant to Chicago Municipal Code Section 5-12-110(g), return to Tenant the security deposit or any balance thereof and the

required interest thereon; provided, however, that Landlord, or successor landlord, may deduct from such security deposit or interest due thereon for the following:

i. any unpaid rent which has not been validly withheld or deducted pursuant to state or federal law or local ordinance; and

ii. a reasonable amount necessary to repair any damage caused to the Premises by Tenant or any person under Tenant's control or on the Premises with Tenant's consent, reasonable wear and tear excluded. In case of such damage, Landlord shall deliver or mail to the last known address of Tenant within **30 days** an itemized statement of the damages allegedly caused to the Premises and the estimated or actual cost for repairing or replacing each item on that statement, attaching copies of the paid receipts for the repair or replacement. If estimated cost is given, Landlord shall furnish Tenant with copies of paid receipts or a certification of actual costs of repairs of damage if the work was performed by the Landlord's employees within **30 days** from the date the statement showing estimated cost was furnished to Tenant.

G. **Penalties.**

i. Subject to subsection (ii) below, if Landlord fails to comply with any provision of the Chicago Municipal Code § 5-12-080(a)-(e), Tenant shall be awarded damages in an amount equal to two times the security deposit plus interest at a rate determined in accordance with Chicago Municipal Code § 5-12-081.

ii. If Landlord pays the interest on a security deposit or prepaid rent within the 30-day period provided for in subsection (E) above, or within the 45-day period provided for in subsection (F) above, whichever is applicable, but the amount of interest is deficient, Landlord shall not be liable for damages unless:

a. Tenant gives written notice to Landlord that the amount of the interest returned was deficient; and

b. within fourteen days of the receipt of the notice, Landlord fails to either pay to Tenant the correct amount of interest due plus $50.00, or provide to Tenant a written response which sets forth an explanation of how the interest paid was calculated.

c. If Tenant disagrees with the calculation of the interest, as set forth in the written response, Tenant may bring a cause of action in a court of competent jurisdiction challenging the correctness of the written response. If the court determines that the interest calculation was not accurate, Tenant shall be awarded damages in an amount equal to two times the security deposit plus interest at a rate determined in accordance with Chicago Municipal Code § 5-12-081.

9. **KEYS.**
   A. **Keys Provided.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a $50 administrative fee, plus the costs of the lock change service.

   B. **Change Of Locks.** Per the procedures described in 765 ILCS 750/20, upon written notice from all tenants who have signed this Agreement, Tenant may request that Landlord change the locks of the Premises if one or more of the tenants reasonably believes that one of the tenants or a member of Tenant's household is under a credible imminent threat of domestic or sexual violence.

10. **UTILITIES.**
   A. **Responsibilities.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.

   B. **Notice To Tenant When Meter Serves Area Outside Premises.** Per 765 ILCS 735, Tenant shall not be responsible for direct payment for utility service to the utility company if the billing includes any service to common areas of the building or other units or areas used or occupied by persons other than Tenant and those occupying the Premises with Tenant on the utility account, unless, before offering an initial lease or a renewal lease, accepting a security deposit, or otherwise entering into an agreement with the Tenant to let the Premises:
      i. Landlord provides Tenant with a written statement setting forth the specific areas of the building and any appurtenances that are served by the meter that will be in Tenant's name and the nature of the utility uses of those areas, including any that have not been reflected in past utility company billings but that may arise (such as the rental of a neighboring unit that has been vacant, the installation of washers and driers in the basement, or the use of the garage for mechanics);

      ii. Landlord provides Tenant with copies of the utility bills for the unit for the previous 12 months, unless waived by Tenant in writing;

      iii. Landlord neither suggests nor requires Tenant to collect any money for utility bills from neighboring tenants whose utility usage will be reflected in Tenant's utility company billings; and

      iv. Landlord sets forth in writing the amount of the proposed rent reduction, if any, that is offered to compensate for Tenant's

payments for utility usage outside of Tenant's unit.

C. **Disclosure Of Utility Payments Included In Rent.** Per 765 ILCS 740, Landlord shall not demand payment for master metered public utility services pursuant to a lease provision providing for Tenant payment of a proportionate share of public utility service without Landlord first providing Tenant with a copy in writing either as part of the lease or another written agreement of the formula used by Landlord for allocating the public utility payments among the tenants. The total of payments under the formula for the building as a whole for a billing period may not exceed the sum demanded by the public utility. The formula shall include all those that use that public utility service and may reflect variations in apartment size or usage. Landlord shall also make available to Tenant upon request a copy of the public utility bill for any billing period for which payment is demanded.

11. **SMOKING.** Smoking {Smoking} permitted in the Premises.

12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of $50 per day, plus the costs of any damages.

13. **NOTICE TO TERMINATE; HOLDOVER.**

    A. **Notice.** At least **30 days** prior to the end of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.

    B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:

        i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days'** written notice to Tenant.

        ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.

    C. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord **double the monthly rental amount of** ${MonthlyRent}, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, Tenant shall be responsible for any further losses and/or costs incurred by Landlord as determined by a proceeding before any court of competent jurisdiction.

14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by

providing written notice to Tenant 30 days prior to the end of the Agreement Term.

15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.

16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis. During such delay, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.

17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.

18. **MAINTENANCE RESPONSIBILITIES.**
    A. **Landlord's Responsibilities.** Landlord warrants that the Premises is fit for human habitation, as provided under the municipal code and Illinois law. Landlord shall comply with all applicable building and housing codes materially affecting health and safety, and shall make all repairs and do whatever is necessary to keep the Premises in a fit and habitable condition. If a defective condition is caused by the misconduct of Tenant, a member of Tenant's household, a guest or invitee of Tenant, or a person under Tenant's direction or control, such condition shall not constitute a breach of Landlord's obligations under this paragraph.

    B. **Tenant's Responsibilities.** Per Chicago Municipal Code § 5-12-040, Tenant must:
        i. comply with all obligations imposed specifically upon tenants by provisions of the municipal code applicable to dwelling units, including Section 7-28-850;

        ii. keep that part of the Premises that Tenant occupies and uses as safe as the condition of the Premises permits;

        iii. dispose of all ashes, rubbish, garbage, and other waste from the Premises in a clean and safe manner;

        iv. keep all plumbing fixtures in the Premises or used by Tenant as clean as their condition permits;

        v. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, in the Premises;

        vi. not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any

person on the Premises with Tenant's consent to do so; and

vii. conduct himself/herself and require other persons on the Premises with Tenant's consent to conduct themselves in a manner that will not disturb Tenant's neighbors' peaceful enjoyment.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

20. **REPAIRS AND ALTERATIONS.**
    A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

    B. **Tenant's Repair And Deduct Remedy.**
        i. <u>In General.</u> Per 765 ILCS 742/5, if a repair is required under this Agreement or required under a law, administrative rule, or local ordinance or regulation, and the reasonable cost of the repair does not exceed the lesser of $500 or one-half of the monthly rent, Tenant may notify Landlord in writing by registered or certified mail or other restricted delivery service to the address of Landlord or an agent of Landlord as indicated in this Agreement of Tenant's intention to have the repair made at Landlord's expense. If Landlord fails to make the repair within 14 days after being notified by Tenant as provided above or more promptly as conditions require in the case of an emergency, Tenant may have the repair made in a workmanlike manner and in compliance with the appropriate law, administrative rule, or local ordinance or regulation. Emergencies include conditions that will cause irreparable harm to either the Premises or any fixture attached to the Premises if they are not immediately repaired or conditions that pose an immediate threat to the health or safety of any occupant of the Premises or any common area. After submitting to Landlord a paid bill from an appropriate tradesman or supplier unrelated to Tenant, Tenant may deduct from its rent the amount of the bill, not to exceed the limits specified by this paragraph and not to exceed the reasonable price then customarily charged for the repair. If not clearly indicated on the bill submitted by Tenant, Tenant shall also

provide to Landlord in writing, at the time of the submission of the bill, the name, address, and telephone number for the tradesman or supplier that provided the repair services. Tenant may not repair at Landlord's expense if the condition was caused by the deliberate or negligent act or omission of Tenant, a member of Tenant's family, or another person on the Premises with Tenant's consent.

ii. Exceptions. This remedy does not apply to the following:
   a. public housing as defined in Section 3(b) of the United States Housing Act of 1937;
   b. condominiums;
   c. not-for-profit corporations organized for the purpose of residential cooperative housing;
   d. tenancies other than residential tenancies;
   e. owner-occupied rental property containing six or fewer dwelling units; or
   f. any dwelling unit that is subject to the Illinois Mobile Home Landlord and Tenant Rights Act.

iii. Tenant's Responsibilities. Tenant is responsible for ensuring that:
   a. the repairs are performed in a workmanlike manner in compliance with the appropriate law, administrative rule, or local ordinance or regulation;
   b. the tradesman or supplier that is hired by Tenant to perform the repairs holds the appropriate valid license or certificate required by State or municipal law to make the repair; and
   c. the tradesman or supplier is adequately insured to cover any bodily harm or property damage that is caused by the negligence or substandard performance of the repairs by the tradesman or supplier.

Tenant is responsible for any damages to the property caused by a tradesman or supplier hired by Tenant.

C. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the

Premises or any common areas on the property in such a manner that:

A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;

B. damages the Premises, common areas, or surrounding property; or

C. disturbs the peace and quiet of any other tenant or nearby resident.

22. **RULES AND REGULATIONS.**

A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:

i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;

ii. they are reasonably related to the purpose for which they are adopted;

iii. they apply to all tenants in the property in a fair manner;

iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;

v. they are not for the purpose of evading the obligations of Landlord; and

vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.

B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.

23. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

24. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** So long as Tenant is not in default under this Agreement, Tenant is entitled to quiet enjoyment of the Premises. However, Tenant shall not unreasonably withhold consent to Landlord to enter the Premises:

A. to make necessary or agreed repairs, decorations, alterations, or improvements;

B. to supply necessary or agreed services;

C. to conduct inspections authorized or required by any government agency;

D. to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, workmen, or contractors;

E. to exhibit the dwelling unit to prospective tenants 60 days or less prior to the expiration of the existing rental agreement;

F. for practical necessity where repairs or maintenance elsewhere in the building unexpectedly require such access;

G. to determine Tenant's compliance with provisions in the rental agreement; and

H. in case of emergency.

Landlord shall not abuse the right of access or use it to harass Tenant. Except in cases where access is authorized by paragraphs (F) or (H) of this section, Landlord shall give Tenant notice of Landlord's intent to enter of no less than **two days**. Such notice shall be provided directly to the Premises by mail, telephone, written notice to the Premises, or by other reasonable means designed in good faith to provide notice to Tenant. If access is required because of repair work for common facilities or other apartments, a general notice may be given by Landlord to all potentially affected tenants that entry may be required. In cases where access is authorized by paragraphs (F) or (H) of this section, Landlord may enter the dwelling unit **without notice or consent of Tenant**. Landlord shall give Tenant notice of such entry within **two days** after such entry. Landlord may enter only at reasonable times except in case of an emergency. An entry between 8:00 a.m. and 8:00 p.m. or at any other time expressly requested by Tenant shall be presumed reasonable.

25. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

26. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Per Chicago Municipal Code § 5-12-120, Landlord shall accept a reasonable sublease proposed by Tenant. Landlord shall complete such reasonable sublease without assessing additional fees or charges on Tenant. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law.

27. **GROUNDS FOR TERMINATION OF THE TENANCY.**
    A. **Termination By Landlord.** Landlord may terminate this Agreement if:
        i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;

        ii. Tenant misrepresents any material fact on Tenant's rental

application;

iii. Tenant or an occupant is charged with having committed an offense on the property constituting a Class X felony under the laws of Illinois and grand jury found probable cause at a preliminary hearing per 765 ILCS 705/5; or

iv. otherwise provided by this Agreement or by law.

B. **Termination By Tenant.** Tenant may terminate this Agreement if:

i. Tenant (or any member of Tenant's family who resides with Tenant at the Premises) is a military service member that has entered military service for a period greater than 29 consecutive days, and while in military service, receives military orders for a permanent change of station or to deploy with a military unit or as an individual in support of a military operation for a period of not less than 90 days, per 765 ILCS 705/16;

ii. Landlord does not pay for utility services obligated to Landlord by this Agreement, per 765 ILCS 735/1;

iii. there is a material noncompliance by Landlord with the terms of this Agreement or with Chicago Municipal Code § 5-12-070, either of which renders the Premises not reasonably fit and habitable; or

iv. otherwise provided by this Agreement or by law.

28. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.

29. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.

30. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose. **<u>However, Landlord may not disclose to a prospective landlord that Tenant or a member of Tenant's household exercised his or her rights under the Illinois Safe Homes Act, 765 ILCS 750 et seq, or any information provided by Tenant or a member of Tenant's household in exercising those rights</u>**.

31. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.

32. **NOTIFICATION OF FORECLOSURE ACTION.** Per Chicago Municipal Code § 5-12-095, within seven days of being served a foreclosure complaint, as defined in 735 ILCS 5/15-1504, Landlord shall disclose, in writing, to Tenant that a foreclosure action has been filed against the owner or Landlord. Landlord shall also disclose, in writing, the notice of foreclosure to any other third party who has a consistent pattern and practice of paying rent to the owner or Landlord on behalf of Tenant.

33. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
    A. To Tenant: the Premises, or at Tenant's last known address

    B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}

34. **ADDITIONAL PROVISIONS.** Additional provisions are as follows: {AdditionalProvisions}

35. **REMEDIES.**
    A. **Tenant's Remedies.**
        i. Noncompliance By Landlord. If there is material noncompliance by Landlord with this Agreement or with Chicago Municipal Code § 5-12-070 either of which renders the Premises not reasonably fit and habitable, Tenant may deliver a written notice to Landlord specifying the acts and/or omissions constituting the material noncompliance and specifying that this Agreement will terminate on a date not less than 14 days after receipt of the notice by Landlord, unless the material noncompliance is remedied by Landlord within the time period specified in the notice. If the material noncompliance is not remedied within the time period so specified in the notice, this Agreement shall terminate, and Tenant shall deliver possession of the Premises to Landlord within 30 days after the expiration of the time period specified in the notice. If possession shall not be so delivered, then Tenant's notice shall be deemed withdrawn and the lease shall remain in full force and effect. If this Agreement is terminated, Landlord shall return all prepaid rent, security and interest recoverable by Tenant under Chicago Municipal Code § 5-12-080.

        ii. Failure To Deliver Possession. If Landlord fails to deliver possession of the Premises to Tenant in compliance with this Agreement or Chicago Municipal Code § 5-12-070, rent for the Premises shall abate until possession is delivered, and the Tenant may:
            a. upon written notice to Landlord, terminate this Agreement and upon termination Landlord shall return

all prepaid rent and security deposits; or

b. demand performance of this Agreement by Landlord and, if the Tenant elects, maintain an action for possession of the Premises against the Landlord or any person wrongfully in possession and recover the damages sustained by him.

If a person's failure to deliver possession is willful, an aggrieved person may recover from the person withholding possession an amount not more than two months' rent or twice the actual damages sustained by him, whichever is greater.

iii. Minor Defects.
If there is material noncompliance by Landlord with this Agreement or with Chicago Municipal Code § 5-12-070, and the reasonable cost of compliance does not exceed the greater of $500 or one-half of the monthly rent, Tenant may recover damages for the material noncompliance or may notify Landlord in writing of his intention to correct the condition at Landlord's expense; provided, however, that this paragraph shall not be applicable if the reasonable cost of compliance exceeds one month's rent. If Landlord fails to correct the defect within 14 days after being notified by Tenant in writing or as promptly as conditions require in case of emergency, Tenant may have the work done in a workmanlike manner and in compliance with existing law and building regulations and, after submitting to Landlord a paid bill from an appropriate tradesman or supplier, deduct from his or her rent the amount thereof, not to exceed the limits specified by this paragraph and not to exceed the reasonable price then customarily charged for such work. Tenant shall not repair at Landlord's expense if the condition was caused by the deliberate or negligent act or omission of Tenant, a member of Tenant's family, or other person on the Premises with the Tenant's consent.

Before correcting a condition affecting facilities shared by more than one dwelling unit, Tenant shall notify all other affected tenants and shall cause the work to be done so as to create the least practical inconvenience to the other tenants. Nothing herein shall be deemed to grant any tenant any right to repair any common element or dwelling unit in a building subject to a condominium regime other than in accordance with the declaration and bylaws of such condominium building; provided, that the declaration and bylaws have not been created to avoid the application of the Chicago Municipal Code. For purposes of mechanics' lien laws, repairs performed or materials furnished pursuant to this subsection shall not be construed as having been performed or furnished pursuant to authority of or with permission of Landlord.

iv. Failure To Maintain. If there is material noncompliance by

Landlord with this Agreement or with Chicago Municipal Code § 5-12-070, Tenant may notify Landlord in writing of the Tenant's intention to withhold from the monthly rent an amount which reasonably reflects the reduced value of the Premises due to the material noncompliance. If Landlord fails to correct the condition within 14 days after being notified by Tenant in writing, Tenant may, during the time such failure continues, deduct from the rent the stated amount. Tenant shall not withhold rent under this subsection if the condition was caused by the deliberate or negligent act or omission of Tenant, a member of Tenant's family, or other person on the Premises with Tenant's consent.

v. Damages And Injunctive Relief. If there is material noncompliance by Landlord with this Agreement or with Chicago Municipal Code § 5-12-070, Tenant may obtain injunctive relief, and/or recover damages by claim or defense. This paragraph does not preclude Tenant from obtaining other relief to which Tenant may be entitled under the Chicago Municipal Code.

vi. Failure To Provide Essential Services. If there is material noncompliance by Landlord with this Agreement or with Chicago Municipal Code § 5-12-070, either of which constitutes an immediate danger to the health and safety of Tenant or if, contrary to this Agreement or Chicago Municipal Code § 5-12-070, Landlord fails to supply heat, running water, hot water, electricity, gas or plumbing, Tenant may give written notice to Landlord specifying the material noncompliance or failure. After such notice, Tenant may during the period of Landlord's noncompliance or failure:

a. procure reasonable amounts of heat, running water, hot water, electricity, gas, or plumbing service, as the case may be and upon presentation to Landlord of paid receipts deduct their cost from the rent; or

b. recover damages based on the reduction in the fair rental value of the Premises; or

c. procure substitute housing, in which case Tenant is excused from paying rent for the period of Landlord's noncompliance. Tenant may recover the cost of the reasonable value of the substitute housing up to an amount equal to the monthly rent for the each month or portion thereof of noncompliance as prorated.

In addition to the remedies set forth in Chicago Municipal Code § 5-12-110(f)(1)-(3), Tenant may:

d. withhold from the monthly rent an amount that reasonably reflects the reduced value of the Premises due to the material noncompliance or failure if the

Landlord fails to correct the condition within 24 hours after being notified by Tenant; provided, however, that no rent shall be withheld if the failure is due to the inability of the utility provider to provide service; or

e. Terminate this Agreement by written notice to Landlord if the material noncompliance or failure persists for more than 72 hours after Tenant has notified Landlord of the material noncompliance or failure; provided, however, that no termination shall be allowed if the failure is due to the inability of the utility provider to provide service. If this Agreement is terminated, Landlord shall return all prepaid rent, security deposits and interest thereon in accordance with Chicago Municipal Code § 5-12-080, and Tenant shall deliver possession of the Premises to Landlord within 30 days after the expiration of the 72-hour time period specified in the notice. If possession shall not be so delivered, then Tenant's notice shall be deemed withdrawn and the lease shall remain in full force and effect.

If Tenant proceeds under this subsection, Tenant may not proceed under section 35(A)(iii) or 35(A)(iv). Tenant may not exercise his rights under this paragraph if the condition was caused by the deliberate or negligent act or omission of the Tenant, a member of his family, or other person on the Premises with his consent. Before correcting a condition, the repair of which will affect more than his own dwelling unit, Tenant shall notify all other tenants affected and shall cause the work to be done so as to result in the least practical inconvenience to other tenants.

vii. Fire Or Casualty Damage. If the Premises or common area are damaged or destroyed by fire or casualty to an extent that the Premises is in material noncompliance with this Agreement or with Chicago Municipal Code § 5-12-070, Tenant may:

a. immediately vacate the Premises and notify Landlord in writing within 14 days thereafter of Tenant's intention to terminate this Agreement, in which case this Agreement terminates as of the date of the fire or casualty; or

b. if continued occupancy is lawful, vacate any part of the Premises rendered unusable by the fire or casualty, in which case Tenant's liability for rent is reduced in proportion to the reduction in the fair rental value of the Premises; or

c. if Tenant desires to continue the tenancy, and if Landlord has promised or begun work to repair the damage or destruction but fails to carry out the work to restore the Premises or common area diligently and within a

reasonable time, notify Landlord in writing within 14 days after Tenant becomes aware that the work is not being carried out diligently or within a reasonable time of Tenant's intention to terminate this Agreement, in which case this Agreement terminates as of the date of the fire or casualty.

If this Agreement is terminated under this section 35(A)(vii), Landlord shall return all security and all prepaid rent in accordance with Chicago Municipal Code § 5-12-080(d). Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or casualty. Tenant may not exercise remedies in this section 35(A)(vii) if the fire or casualty damage was caused by the deliberate or negligent act or omission of the Tenant, a member of his family, or a person on the Premises with his consent.

B. **Landlord's Remedies.**

i. Failure To Pay Rent. If all or any portion of rent is unpaid when due and Tenant fails to pay the unpaid rent within **five days** after written notice by Landlord of his intention to terminate this Agreement if rent is not so paid, Landlord may terminate this Agreement. Nothing in this paragraph shall affect Landlord's obligation to provide notice of termination of tenancy in subsidized housing as required under federal law or regulations. Landlord may also maintain an action for rent and/or damages without terminating this Agreement.

ii. Noncompliance By Tenant. If there is material noncompliance by Tenant with this Agreement or with Chicago Municipal Code § 5-12-040, Landlord may deliver written notice to Tenant specifying the acts and/or omissions constituting the breach and that this Agreement will terminate upon a date not less than ten days after receipt of the notice, unless the breach is remedied by Tenant within that period of time. If the breach is not remedied within the 10-day period, this Agreement shall terminate as provided in the notice. Landlord may recover damages and obtain injunctive relief for any material noncompliance by Tenant with this Agreement or with Chicago Municipal Code § 5-12-040. If Tenant's noncompliance is willful, Landlord may also recover reasonable attorneys' fees.

iii. Failure To Maintain. If there is material noncompliance by Tenant with Chicago Municipal Code § 5-12-040 (other than subsection (g) thereof), and Tenant fails to comply as promptly as conditions permit in case of emergency or in cases other than emergencies within 14 days of receipt of written notice by Landlord specifying the breach and requesting that Tenant remedy it within that period of time, Landlord may enter the Premises and have the necessary work done in the manner required by law. Landlord shall be entitled to reimbursement from Tenant of the costs of repairs under this paragraph.

iv. Disturbance Of Others. If Tenant violates Chicago Municipal Code § 5-12-040(g) within 60 days after receipt of a written notice as provided in section 35(B)(ii), Landlord may obtain injunctive relief against the conduct constituting the violation, or may terminate this Agreement on ten days' written notice to Tenant.

v. Abandonment. Abandonment of the Premises shall be deemed to have occurred when:

   a. actual notice has been provided to Landlord by Tenant indicating Tenant's intention not to return to the Premises; or

   b. all persons entitled under this Agreement to occupy the Premises have been absent for a period of 21 days or for one rental period when the rental agreement is for less than a month, and such persons have removed their personal property from the Premises, and rent for that period is unpaid; or

   c. all persons entitled under this Agreement to occupy the Premises have been absent for a period of 32 days, and rent for that period is unpaid.

   Notwithstanding the above, abandonment of the Premises shall not be deemed to have occurred if any person entitled to occupancy has provided Landlord a written notice indicating that he still intends to occupy the unit and makes full payment of all amounts due to Landlord.

   If Tenant abandons the Premises, Landlord shall make a good faith effort to re-rent it at a fair rental, which shall be the rent charged for comparable dwelling units in the property or in the same neighborhood. If Landlord succeeds in re-renting the Premises at a fair rental, Tenant shall be liable for the amount by which the rent due from the date of abandonment to the end of the Agreement Term exceeds the fair rental subsequently received by Landlord from the date of abandonment to the end of the Agreement Term. If Landlord makes a good faith effort to re-rent the Premises at a fair rental and is unsuccessful, Tenant shall be liable for the rent due for the Agreement Term. Tenant shall also be liable for the reasonable advertising expenses and reasonable redecoration costs incurred by Landlord pursuant to this paragraph.

vi. Disposition Of Abandoned Property. If Tenant abandons the Premises as described in section 35(B)(v) hereof, or fails to remove his personal property from the Premises after termination of this Agreement, Landlord shall leave the property in the Premises or remove and store all abandoned property from the Premises and may dispose of the property after seven days. Notwithstanding the foregoing, if Landlord reasonably believes such abandoned property to be valueless

or of such little value that the cost of storage would exceed the amount that would be realized from sale, or if such property is subject to spoilage, Landlord may immediately dispose of such property.

vii. Waiver Of Landlord's Right To Terminate. If Landlord accepts the rent due knowing that there is a default in payment of rent by Tenant, Landlord waives his right to terminate this Agreement for that breach.

viii. Remedy After Termination. If this Agreement is terminated, Landlord shall have a claim for possession and/or for rent.

ix. Notice Or Refusal To Renew Rental Agreement. Provided that Landlord has not exercised, or is not in the process of exercising, any of its rights under Chicago Municipal Code § 5-12-130(a)-(h), **Landlord shall notify the Tenant in writing at least 30 days prior to the end of the Agreement Term of Landlord's intent either to terminate a month to month tenancy or not to renew this Agreement**. Tenant shall not be required to renew this Agreement more than 90 days prior to the end of the Agreement Term. If Landlord violates this subsection, Tenant shall recover one month's rent or actual damages, whichever is greater. If Landlord fails to give the required written notice, Tenant may remain in the Premises for up to 60 days after the date on which such required written notice is given to Tenant, regardless of the termination date specified in this Agreement. During such occupancy, the terms and conditions of this Agreement (including, without limitation, the rental amount) shall be the same as the terms and conditions during the Agreement Term; provided, however, that if rent was waived or abated in the preceding month or months as part of the original rental agreement, the rental amount during such 60-day period shall be at the rate established on the last date that a full rent payment was made.

36. **SUMMARY OF ORDINANCE.** A copy of the Chicago Residential Landlord and Tenant Ordinance shall be attached to this Agreement. **If Landlord acts in violation of this section, Tenant may terminate this Agreement by written notice**. The written notice shall specify the date of termination no later than 30 days from the date of the written notice. If Tenant in a civil legal proceeding against Landlord establishes that a violation of this section has occurred, Tenant shall be entitled to recover $100 in damages.

37. **ATTORNEYS' FEES.** Per Chicago Municipal Ordinance § 5-12-180, except in cases of forcible entry and detainer actions, the prevailing plaintiff in any action arising out of Landlord's or Tenant's application of the rights or remedies made available in the Chicago Residential Landlord and Tenant Ordinance shall be entitled to all court costs and reasonable attorneys' fees; provided, however, that nothing herein shall be deemed or interpreted as precluding the awarding of attorneys' fees in forcible entry and detainer actions in accordance with applicable law.

38. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.

39. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

40. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.

41. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

42. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

{SignatureBlock_ALL_Signatures+Date+Emails}