

# Hanging Out, LLC

1922 N Wood St • Chicago, IL 60622  
(773) 384-3900



## 1

# Residency and Financials

### 1.1 PARTIES AND OCCUPANTS

This Lease Contract is between you, the undersigned resident(s):

[REDACTED]

and us, the owner/agent:

Hanging Out, LLC  
1922 N Wood St, Chicago, IL 60622  
(773) 384-3900

You've agreed to rent the property located at

1457 N. Bell Ave, #1  
Chicago, IL 60622

for use as a private residence only. Terms "you", "your", "Tenant" & "Lessee" refer to all residents listed above. Terms "we," "us," "our", "Landlord" and "Lessor" refer to the owner/agent listed.

The apartment will be occupied exclusively by resident(s) listed above & any pets listed in the Pets Section.

### 1.2 LEASE DATES & DURATION

This lease was created on 01/04/2017 .

The terms of this tenancy shall begin on 02/01/2017 and shall end on Noon, 05/31/2018 .

You will be notified around 90-120 days before the end of your lease, as to your renewal options.

Tenant must give written notice to landlord 60 days prior to expiration of lease of the intent not to renew. Failure to provide notice will at landlord's option, automatically extend the terms of the lease for 1 year with a 5% increase.

### 1.3 RENTS AND CHARGES

Your base monthly rent is \$1,600.00 .

You total monthly rent is listed below. If you have rented a parking space and/or have a pets, the additional charges are also listed below. This is the total rent due each month.

Rent	\$1,600.00
Pet Rent	\$50.00
<b>Total:</b>	<b>\$1,650.00</b>

### 1.4 PETS

If your total monthly rent in item 1.3 above does not include an item for "Pet Rent", then you are not permitted to have pets in your apartment.

If "Pet Rent" is listed in item 1.3 then you are allowed to house only the pet(s) listed below.

Pet Info:

- Stewie, Cat, 15.0 lbs, 7 years

### 1.5 PARKING

If your total monthly rent in item 1.3 above does not include an item for "Parking Rent", then you have not rented a parking space.

If "Parking Rent" is listed in item 1.3 then you are allowed to park the cars listed below in the space or spaces that have been assigned to you.

Vehicle Info:

**Please Note:** This lease does not including snow plowing of the alley, driveway apron, or any other portion of the parking area. If you have been given a remote control to open the garage, you must return it upon conclusion of your lease to avoid a \$50 replacement charge.

### 1.6 ADDITIONAL FEES

1. Late Fee: \$10 + 5% over \$500
2. Non-Sufficient Funds: \$50 + Late Fee
3. Paper check payment: \$25 processing fee
4. Lock Out Fee: \$100 (see Lock Outs section)
5. Tenant Substitution Fee: \$200 (see Tenant Substitution Fee section)

### 1.7 UTILITIES

Utilities, excluding water and garbage disposal, are the responsibility of the Tenant and it is their responsibility to have all utilities placed in their name. You are required to set up utilities for electric and natural gas service. If you don't put service in your name, it will be disconnected and you will end up with a service charge to turn it back on, and you will have no lights or heat.

**Com Ed** (<https://www.comed.com>), 800-334-7661 is the electric company which provides electricity and power for air conditioning

**Peoples Gas** (<http://www.peoplesgasdelivery.com>), 866 556-6001 is the natural gas company which provides heating, hot water and cooking gas.

For telephone, internet or TV, the typical suppliers would be AT&T or Comcast. You are not allowed to mount any satellite dishes on our buildings.



made by the Landlord or his agent, nor any promise to decorate, alter, repair or improve the Premises unless expressly written in this Lease. Concurrently with the execution of this Lease, Tenant has paid an administrative fee to Landlord to cover the administrative expense and labor associated with a new tenant such as, preparing and printing leases and attachments, attending the lease signing, commissions, and wear & tear on the building during move in / move out. Such administrative fee is fully earned by Landlord, is not a security deposit and will not be returned to Tenant.

## 2.6 TENANT PAYMENTS AND RESPOSIBILITIES

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1. All Rent.
2. All collection fees, late charges or other costs related to late Rent.
3. All cost for repairs, replacement cleaning, locks or other charges as incurred or as provided for in the Lease and this Rider.
4. All preparation and delivery costs for tenant notices (not less than \$75 per notice).
5. All monies owed by Tenant to Landlord arising from this Lease or any parking lease or license between Tenant and Landlord.
6. Fee for missing smoke and carbon monoxide detectors (cost plus \$75 each).
7. Damage charges in stairs or hallways incurred during moving.
8. All costs and expenses (including Landlord's attorneys' fees) incurred by Landlord in attempting to enforce the provisions of the Lease or otherwise incurred by Landlord as a result of Tenant's breach of the covenants or agreements of the Lease or Tenant's use or occupancy of the Property (to the extent allowed pursuant to the Chicago Landlord Tenant Ordinance or other applicable laws).
9. All additional garbage charges for the apartment beyond customary amounts.
10. All utility bills for the apartment, unless specified otherwise in the Lease (not including any common area utility charges).

## 2.7 LIMITATION OF LIABILITY

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Except as provided by state or local law or ordinance, Landlord shall not be liable for any damage (a) occasioned by failure to keep Premises in repair; (b) for any loss or damages of or to Tenant's property wherever located in or about the Building or Premises, or (c) acts or neglect of other Tenants, occupants or others at the Building.

## 2.8 USE OF PREMISES

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The premises shall be occupied solely for residential purposes and only by Tenants listed on this lease. You may not rent out your apartment in any manner to someone not on your lease without express consent from the Landlord. (ie AirBNB & similar rentals are expressly prohibited). If it has been determined that a rental to a person not on the lease has occurred or if at anytime any person or pet who is not listed on the lease is occupying the apartment for more than 3 days, the landlord has the option to charge a fee of **\$600 per month** for violation of the lease and excess wear and tear to the apartment.

Any person or child, who is an overnight visitor for more than 5 consecutive nights or more than 7 nights in a calendar month, without the written consent of the Landlord, shall be considered an unauthorized occupant and shall be a lease violation and grounds for lease termination and / or subject to a **\$600 per month fee**.

Neither Tenant nor any persons residing with or visiting Tenant shall suffer, perform or permit any act or practice that may damage the reputation of the Building or be injurious or disruptive to the Building and operation thereof, or be disturbing to other Tenants, be illegal, or increase the rate of insurance on the Building. Tenant is responsible for the conduct of all persons residing with, or visiting Tenant.

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

## 2.9 PROPERTY UPKEEP

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During the winter months, Tenant will lower and close all storm windows in the unit. Tenant will install a shower curtain for the purpose of protecting the walls which surround the tub. Tenant is responsible for changing and replacing light bulbs. The Landlord is not responsible for providing shades for the unit. Tenant shall use a cutting board and agrees not to cut directly on the countertops. Charges for excessive maintenance above and beyond normal wear and tear will be charged to the Tenant. Any damage to the apartment caused by the Tenant and repaired by the Landlord during the term of the Lease will be charged to the Tenant. The Tenant will be presented with a bill which is made payable with the subsequent month's Rent.

## 2.10 NO DISTURBANCE OF OTHER TENANTS

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No noise or music shall be permitted at any time which in any way disturbs other occupants of the Property. In the event of complaints from other residents or neighbors, the Tenant will be subject to eviction procedures as set forth by local ordinance.

The Tenant agrees not to play radios, televisions, stereo equipment, any musical instruments, or make any other noise at a volume that will disturb other Tenants or occupants in the Building.

## 2.11 NON-SMOKING APARTMENT

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No smoking is permitted in the apartment or anywhere inside the building common spaces. If it is determined that smoking occurred in the apartment, the Tenant will be charged the cost to repaint the apartment, clean the carpets, and any other necessities to remove the smell from the apartment.

## 2.12 PETS

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No pets are permitted without the written consent of the landlord. If an animal is brought into the leased premises without consent,

Tenant shall pay Landlord \$50 per day as liquidated damages for each day the animal remains on the leased premises. Any pet must be included in the lease in the pet section. If the name and breed of the pet s are not listed in the lease, and those pets are in the apartment, then those pets are in violation of the lease.

### 2.13 CARE OF PREMISES

Tenant shall keep the premises and the fixtures and appliances therein in a clean, sightly and healthy condition, and in good repair, and in accordance with any and all ordinances in such cases made and provided, at Tenant's own expense, and upon the termination of this lease, for any reason, shall yield and return the same back to Landlord in as good condition of cleanliness and repair as at the date of the execution hereof, reasonable wear and tear excepted. Tenant shall make all necessary repairs to the premises whenever damage to the same has occurred or repairs are required due to Tenant's conduct or neglect, and shall replace all broken glass and fixtures. Upon Tenant vacating the premises, if the premises are not in good repair and in a clean, sightly and healthy condition, Landlord or his agents may replace the premises in the same condition of repair, sightliness and cleanliness as existed at the date of execution of this Lease; Tenant agrees to pay Landlord for all expenses incurred by Landlord in replacing the premises in that condition. Tenant shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities, or any other portion of the premises.

### 2.14 RIGHT OF ACCESS

Tenant shall not unreasonably withhold consent to the Landlord to enter the apartment at reasonable times for reasonable purposes as provided by statue or Ordinance. Landlord may place upon the premises, signs of "For Sale" and "For Rent" and Tenant will not interfere with the same.

### 2.15 NO ALTERATIONS, SIGNS OR ADVERTISEMENTS

Tenant shall not alter nor make any additions, except for hanging pictures, to the Premises or the Building, nor install any appliances, locks or other equipment of any kind without the prior written consent of Landlord. If such permission is granted, then any alterations or additions to the Premises, such as locks, bolts and fixtures shall remain as part of the Premises as Landlord's property unless the Landlord decides otherwise, and Tenant shall surrender keys therefore upon the termination of the tenancy. The Tenant shall not permit the display of any sign or advertisement in or about the Premises or Building without first obtaining the written consent of the Landlord.

### 2.16 RENTAL PROPERTY

Tenant specifically acknowledges that buildings are physical structures subject to aging, wear and tear, abuse, inherent defects and numerous forces causing disrepair or breakdown beyond Landlord's reasonable control and that components, materials and skilled workmen are not always available. Tenant further acknowledges and agrees that Landlord shall not be liable to Tenant for interruptions of service, breakdown of equipment, fixtures or systems, defective conditions or any other claims, losses or damages relating to or caused by (a) conditions caused by Tenant, members of Tenant's household, guests or other persons on the Property with Tenant's consent or other tenants; (b) the lack of reasonable opportunity for the Landlord to correct defective conditions; (c) conditions beyond Landlord's reasonable control, including strikes,

lockouts and acts of God; or (d) Landlord's not having actual knowledge of such defective conditions, breakdowns or interruptions of services. All problems and complaints such as electrical, plumbing, disturbances, damages or nuisances should be reported to the Landlord as soon as possible.

### 2.17 STORAGE OUTSIDE OF APARTMENT

Landlord shall not be liable for any loss or damage of any property placed in any common areas, storeroom or any storage place in the Building; such areas for storage, if any, are being furnished gratuitously and not as part of the obligations of this Lease.

Hallways, stairways and elevators shall not be obstructed or used for any purpose other than ingress and egress from the Building, nor shall children be permitted to play in the common areas, nor shall Tenant place or store any items in the hallways or common areas of the Building.

### 2.18 INSURANCE

Building insurance is through South Point Insurance, 19645 La Grange Road, Mokena, or Farmers Insurance, 1155 Main St, Glendale Heights. However, Landlord is not an insurer of Tenant's property. Tenant shall carry sufficient insurance, including flood coverage for when the city sewers back up, to insure all Tenant's property located on Landlord's premises. **Landlord is not responsible for Tenant's property for any reason.** Any property stored in common storage areas may get wet.

Tenant is highly encouraged to obtain renters insurance!

It is understood that all of Tenant's personal property in the apartment and elsewhere in the building shall be stored at Tenant's risk. Landlord does not insure Tenant's personal property against loss for any reason. Storage, if available, is unsecured and is provided at Tenant's risk. Tenant agrees that it is their responsibility if they choose to have renter's insurance in place prior to moving into the apartment, maintain such insurance during the term of the Lease and name the Landlord as an additional insured.

#### NOT APPLICABLE TO THIS LEASE:

{If the tenant does not provide proof of insurance or fails to maintain insurance at any time during term of the lease, it shall be a material lease violation and the landlord may terminate the lease and/or procure casualty insurance and charge back the costs and administrative fees.}

### 2.19 SNOW REMOVAL

Landlord is not responsible for snow and ice removal. However, should the Landlord, its agents, or vendors provide any snow or ice removal, the Tenant, its guests or invitees, shall indemnify and shall hold harmless the landlord for any and all damages due to accidents caused by snow and/or ice. Also, Tenant, its guests or invitees shall waive any and all claims against Landlord, its agents or vendors for damages or liability.

### 2.20 LANDLORD'S RIGHT TO RE-LET

If Tenant shall remove a substantial portion of his personal property or otherwise abandons or vacates the premises, the Landlord may immediately re-let the premises as provided by Ordinance; or if the premises become vacant by reason of Tenant's breach, or if this Lease has been terminated by reason of Tenant's breach, or if Tenant has been evicted, Landlord may re-let the premises, and Tenant shall be liable and pay for the expenses or re-letting and losses to the

end of the term or as provided by Ordinance. Tenant's obligation to pay rent during the term or any extension thereof shall continue and shall not be waived, released or terminated by the service of a five-day notice, demand for possession, notice of termination of tenancy, the filing of a forcible entry and detainer action, or judgment for possession, or any other act resulting in the termination of Tenant's right of possession.

## 2.21 LIABILITY FOR RENT

The Tenant shall continue paying rent and all other charges for said Premises to the end of the term hereof, whether or not the Premises becomes vacant by reason of abandonment, breach of this Lease, wrongful termination by Tenant or if the Tenant has been evicted for breach of this Lease, to the extent said obligation for rent has not been mitigated, abated or discharged, in whole or in part, by any law or ordinance. Notwithstanding any of the provisions contained in this section, the Landlord shall make a good faith effort to relet the said Premises (but not in priority to other vacancies), and if the Premises is relet, Tenant shall be responsible for the balance of the rent, costs and expenses (including but not limited to brokerage commissions, decorating costs, advertising costs and attorneys' fees) in connection therewith.

## 2.22 LEASE BUY-OUT

This lease may be terminated by Tenant, with Landlord's written approval, by delivering to Landlord a **Buy Out fee equal to (2) two months rent**, whereupon the Lease shall terminate on the last day of the next full month. Written notice of Tenant's intention to Buy Out the Lease must accompany the Buy Out payment. Rent shall continue to be due up to and through the last day of the last month of occupancy. If not approved, Landlord shall return the Buy Out fee to the Tenant.

**The Buy Out fee paid in August through February is three (3) months**

## 2.23 SUBLET OR ASSIGNMENT OF LEASE

Except as provided for under any applicable statute or ordinance, the Tenant shall not assign this Lease, or sublet the Premises, voluntarily or by operation of law, excepting that in the event of Tenant's death, Tenant's family may continue to occupy said Premises, until the expiration or termination of the Lease, by breach or by its terms.

If the Tenant sublets the unit to a reasonable subtenant, there shall be no costs associated with the sublet. However, the tenant shall remain responsible for any default or damages associated with the subtenant. If the Tenant wishes to terminate his/her lease prior to the expiration of the term and finds a tenant to enter into a new lease with the Landlord, the Tenant will not be responsible for the default or damages of the new tenant. However, the Tenant shall incur a re-let / lease termination fee of **\$500** for the administrative costs and expenses associated with the new lease, including but not limited to lease preparation, copying and printing, lease review, preparation of disclosure documents, preparation of code violation disclosure documents, setting up direct deposit and labor associated with the above. In addition, the newly found tenant will be charged the standard application fee and move-in administrative fee to cover the costs and expenses associated with the administration of a new tenant, including but not limited to preparation of the new lease, setting up direct deposit and apartment inspection and the labor costs associated with the same.

Tenant shall not sublet the premises or any part thereof, nor assign this Lease, without, in each case, prior written consent of Landlord which consent shall not be unreasonable withheld. Landlord shall accept a reasonable sublease as provided by Ordinance.

## 2.24 TENANT SUBSTITUTION

Any tenant is allowed to substitute a replacement tenant as long as that replacement tenant satisfies all of the conditions of a standard application including documentation and fees, and the tenant pays the Tenant Substitution Fee. Additionally, if the remaining tenants have a reasonable objection to the replacement tenant, then a new replacement tenant must be chosen.

## 2.25 RE-RENTAL EXPENSE

Tenant agrees that if the Tenant vacates the apartment prior to the expiration of this Lease, and does not provide a qualified subtenant, in Landlord's sole discretion, to Landlord to fully perform the Tenant obligations remaining under the term of the Lease, it will cause Landlord to incur substantial administrative expenses in re-renting the apartment (including, but not limited to, rental fees, showing expenses, advertising expenses, rental commissions, application expenses, office and leasing schedule coordination). To cover such costs and damages, Landlord may charge a rental fee equal to one month Rent for such services ("Rental Fee"). Furthermore, Landlord reserves the right to pursue Tenant for all unpaid rent for the remainder of the term and all additional damages caused by this or any other breach.

## 2.26 LANDLORD TERMINATION

In the event the owner of the Property intends to enter into or enters into a contract for the sale of all or a portion of the Property, the Lease may be terminated by Landlord upon 60 days advance written notice to Tenant.

## 2.27 LEASE TERMINATION

Tenant must give written notice to landlord 60 days prior to expiration of lease of the intent not to renew. Failure to provide notice will at landlord's option, automatically extend the terms of the lease for 1 year with a 5% increase.

Notwithstanding the information above, beginning 90 days prior to the end of the Lease term, Landlord may show the apartment for rent as often as necessary with reasonable notice to Tenant. Upon termination of the Lease, the entire Apartment, including kitchen range, refrigerator, microwave, bathrooms, closets and cabinets shall be cleaned by Tenant. The carpeting must be free of stains, blemishes and holes. All debris and rubbish must be placed in proper rubbish containers. All personal belongings shall be removed from the apartment and storage spaces and all keys shall be returned to the office. Tenant acknowledges that Landlord may enter the apartment on the last day of the Lease at 12:00 p.m. (Noon) in order to prepare the apartment for the next tenant. Tenant agrees to be completely moved out by 12:00 p.m. (Noon) of the last day of the Lease. Occupancy past the expiration of the lease will be considered a **HOLDOVER**.

Tenant shall provide a forwarding address via email.

## 2.28 HOLDOVER AND SURRENDER OF PREMISE

At the termination of this Lease, by lapse of time or otherwise, Tenant shall yield up and surrender immediately possession to

Landlord, and deliver all keys to Landlord. If Tenant fails to vacate and release possession of the premises upon termination, Tenant shall pay a sum equal to double the amount of monthly rent herein set forth as liquidated damages if possession is withheld from Landlord in any day of that holdover month. Tenant shall also compensate Landlord for any and all damages incurred by Landlord by virtue of Tenant's failure to vacate the said premises in accordance with the terms of this Lease. If Landlord accepts a rent payment for a period after the expiration of the within Lease, as herein provided, in the absence of any specific written agreement, continued occupancy shall be deemed a month-to-month tenancy, on the same terms and conditions as herein provided, with the rental rate being double the original lease amount. The payment or acceptance of rent after expiration of the Lease, shall not extend this Lease. The Premises must be in substantially the same conditions as when Tenant assumed possession thereof, ordinary wear and tear excepted.

## 2.29 LEGAL EXPENSES

Tenant shall pay all costs and attorneys' fees incurred by the Landlord due to Tenant's breach, and Landlord's enforcement, of the covenants or agreements of this Lease for which the Ordinance allows the Landlord to recover attorneys fees.

## 2.30 REMEDIES CUMULATIVE

The Landlord's rights and remedies under this Lease are cumulative. The exercise of any one or more thereof shall not exclude nor preclude Landlord from exercising any other right or remedy.

## 2.31 IN CASE OF CASUALTY

In case the Premises, Building or any part thereof shall be rendered unlivable by fire, explosion or other casualty, the respective parties hereto shall have all the rights provided by state or local law or ordinance. For the purposes of this section, Landlord's good faith efforts to obtain insurance adjustments, settlements or awards to obtain sufficient funds to perform repairs required due to fire, explosion or other casualty shall be deemed diligent efforts to repair the Building within a reasonable time.

## 2.32 SMOKE AND CARBON MONOXIDE DETECTORS

Tenant acknowledges that at the time of obtaining possession of the Premises, all smoke detectors and carbon monoxide detectors required to be installed in the Premises have been installed and are in good working order. Tenant agrees to repair and maintain the smoke detector and carbon monoxide detector device(s) including replacement of that battery when necessary and monthly checks of the devices. Tenant will immediately notify the Landlord of missing or malfunctioning detectors.

## 2.33 GATES AND BARS ON DOORS AND WINDOWS

The installation of any metal gates or bars on any doors or windows by the Tenant is expressly prohibited. Tenant shall pay for any repairs or damages caused by the removal of Tenant's installation and failure to do so shall constitute a breach of this Lease, and Landlord shall be entitled to terminate the Lease or right of possession, and shall be entitled to actual damages, costs and attorney's fees therefore

## 2.34 MECHANIC'S LIENS

Tenant shall not place or allow to be placed on the Premises, the building or elsewhere on the real property, any mechanics' lien, or any other claim for lien for any repairs, maintenance, alterations or modifications performed by, or ordered or contracted by, the Tenant, whether or not the same were rightfully performed or ordered by the Tenant, whether or not same were rightfully performed or ordered by the Tenant. The placement of any such lien shall constitute a breach of this Lease and upon ten days' notice to cure said lien or lien claim, Landlord may terminate Tenant's tenancy or right of possession. In addition, Landlord shall have the right to satisfy and remove said lien without regards to the merits thereof and Tenant shall be responsible for the damages incurred in removing said lien, along with all other damages, costs and attorney's fees incurred by Landlord in connection therewith

## 2.35 FALSE APPLICATION

The Tenant's application and all the representations contained therein are incorporated as a part of this Lease. Tenant warrants that all the information contained in the application is true, and that if any of said information is false, Landlord may terminate this Lease

## 2.36 JOINT OBLIGATIONS

The words "Landlord" and "Tenant" when used in this Lease shall be construed to be plural if more than one person comprises either party to this Lease, and each shall be jointly and severally obligated to perform all of the terms and conditions of this Lease.

## 2.37 SUBORDINATION

This Lease is subordinate to all mortgages which may now or hereafter affect the real property of which Premises forms a part. The recordation of this Lease or any memorandum thereof by Tenant shall constitute a material default of this Lease. Tenant will not do any act which shall encumber Landlord's title to the premises, and if Tenant causes a lien to be placed on the title, or premises, Landlord may discharge the lien and Tenant will reimburse Landlord the amount Landlord expended. This lease shall not be recorded by Tenant and is, and shall be, subordinate to any present or future mortgages now, or hereafter, placed on the premises.

## 2.38 SEVERABILITY

If any clause, phrase, provision or portion of this Lease, or the application thereof to any person or circumstance, shall be determined to be invalid or unenforceable under applicable law or ordinance, such event shall not affect, impair or render invalid or unenforceable, the remainder of this Lease nor any other clause, phrase, provision or portion hereof to other persons or circumstances, and the Lease shall be interpreted in accordance with said ordinance.

## 2.39 LOCK OUTS AND KEYS & LOCKS

If you are locked out and need assistance to get in, we will do our best to help you if available. There will be a lock out charge as stated in the first section of the lease. If you or a locksmith damages any doors or windows or locks trying to get back in, you must pay for this damage and will be charged to return the system back to original working order, including master keying the locks.

Tenant shall not alter, replace or add locks, bolts or any other attachments to the door without Landlord's written consent. Landlord must, at all times, have a key which will allow full access to the apartment. The Tenant is responsible for all fees related to new locks or keys if the lock to the apartment or the Property requires changes due to the Tenant's negligence or loss thereof.

All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks, if keys that are not returned.

## 2.40 LAUNDRY AND WATER USE

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Washing machines and dryers are for the use of tenants listed on the lease only. Any use of the machines by people not on the lease or for any other purposes, including business purposes, is prohibited, and will result in a \$100 fee per each occurrence. Additionally, these facilities are provided as a convenience to the Tenants. Landlord shall not be responsible for failure of machines to operate or for any damage to clothing.

Tenant shall not run water for any unreasonable length of time. Any use of water that is excessive or for a commercial purpose will be charged to the tenant.

## 2.41 PLUMBING

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Tampons, wet wipes or anything other than standard toilet paper are NEVER to be flushed down the toilet!

Never use Drano on the pipes. It doesn't work and just eats away at the pipes. Please contact us if you have an issue and we will help remedy the problem.

## 2.42 GARBAGE

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All garbage shall be securely wrapped and placed in the garbage containers in the alley. Garbage is not allowed to be kept in the hallway of the building.

## 2.43 NOT PERMITTED ITEMS

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Water beds are not permitted

Satellite dishes or antennas are not permitted to be mounted anywhere inside or outside of the building.

## 2.44 PROPERTY SECURITY

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

For those units that have alarm systems, these are NOT monitored by the alarm companies. We strongly suggest you use the alarm system if you have one, and email us a 4 digit code, so that we can enable it. We don't have the system monitored because it is a waste of money since the Chicago police show up about an hour after they are notified.

If you have anything valuable in or around the property, like a bicycle or BBQ or whatever, be sure to secure it to something sturdy. Anything left outside or even in a garage is a target for thieves. Be

sure it is securely locked to a solid structure and not just a picket on a railing that can be easily broken.

## 2.45 GARAGES & PARKING SPACES

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If you have rented a parking spot, be careful what you leave in the garage. Garages are often broken into and if your bicycle or any other items are not physically locked to something in the garage, they may get stolen.

We never clear snow from parking spaces or garages or alleys.

## 2.46 PORCHES AND STAIRWELLS

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The porches or decks are safe only for its intended use. Protect your safety. Do not overload the porch or deck. All porches and stairwells attended, attached or appurtenant to the building and/or apartment or Property of which Tenant's apartment unit is a part of, are for ingress and egress exclusively. At no time shall Tenant's occupants or guests, licensees or invitees congregate or meet thereon for reasons other than specifically stated herein. Porches and stairwells are to be occupied by no more than three persons at any one time (except for ingress and egress only) and shall not be used for storage or grilling.

## 2.47 ALCOHOL & DRUGS

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Tenant agrees, acknowledges and understands that Tenant and its agents, contractors, guests and invitees are expressly prohibited from consuming, storing or using alcoholic beverages in, on, under or across any of the common areas in the Property, including any porches, hallways, balconies or stairways. Tenant shall hold Landlord harmless from and against any liabilities arising out of the use or consumption of alcoholic beverages on the Property by Tenant or its agents, contractors, guests or invitees.

Your lease may be terminated if a determination is made by the Owner that a household member is illegally using a drug.

Your lease may be terminated if a determination is made by the Owner that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

## 2.48 GUESTS

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You are responsible for the actions of your guests. If a resident or their guest violates the terms set forth in this lease, it is grounds for termination of tenancy. In addition, your guest may be barred and/or arrested for criminal trespassing should they violate the terms. If a resident is seen in the company of a barred person on the property, this is grounds for termination of tenancy.

Management has the right to bar individuals from the property. If you, your guests or any member of your household permits barred individuals on the premises, it shall be a material lease violation and grounds for eviction.

Tenant agrees, acknowledges and understands that it shall be responsible for and shall hold Landlord harmless from and against any claims, losses, damages or liabilities caused by Tenant or its agents, contractors, guests or invitees.

## 2.49 CRIMINAL ACTIVITY

Your lease may be terminated for criminal activity, including but not limited to drug related criminal activity, by any Tenant, or household member on or off the premises or a guest on or near the premises.

Your lease may be terminated if the Owner determines that the Tenant, any member of the Tenant's household, a guest or another person under tenant's control has engaged in 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.

## 2.50 WAIVER

Tenant hereby waives any and all right to be a party to or otherwise participate in a class action lawsuit against Landlord or its property manager and their respective members, managers, officers, directors, successors, affiliates, employees and assigns, or any other party, concerning this Lease or any claim relating to or arising under the Lease and/or the Rider.

## 2.51 INVALIDITY

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

## 2.52 MATERIAL NON-COMPLIANCE

Your lease agreement may be terminated for material non-compliance with lease terms. Material non-compliance is defined as "(1) one or more substantial violations of this Agreement, (2) repeated minor violations of this Agreement which disrupt the livability of the project, adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities, interfere with the management of the project, or have an adverse financial effect on the project"

X ADP  
[Redacted Signature]

3

# Move In / Move Out

## 3.1 MOVING IN INFORMATION

### Contact:

The best way to contact us is electronically via email or the "Tenant Portal". If it is a question about leasing, or money, or book keeping, etc, feel free to email us directly. If it is a maintenance issue it must be entered as a work order through the "Tenant Portal". This

way we have a record of your problem or request and the proper people will handle it. When we contact you, it will be via email unless it is an emergency.

### Moving:

We know this can be a tough situation for both the groups moving in and out. We ask both groups to be considerate of the other. If you need extra time to get in or out, this may be negotiable with the current tenants. However, your lease doesn't start until 12:01 a.m. on the 1st day of your lease and ends at 12:00 p.m. (Noon) on the last day of your lease.

We typically will try to have you coordinate directly with the current tenants, as we have found this to create the least confusion and allows you to get into the apartment in a time that is most beneficial for all parties. So you will probably get the keys directly from the current tenants. If there are any issues with communication or keys or whatever with the current tenants, then we are happy to help and get involved.

### Apartment Condition:

Please examine your apartment when you move in. If you feel there is something wrong, please notify us immediately. The Move Out Info is included in this document and these things will be asked of you when you move out. When you are moving out, it is too late to complain about a problem you had a year ago moving in. If your apartment has a screen door be careful because if left open the wind may rip it off and you will be responsible.

Anything that is wrong with your apartment, whether it is cleanliness or repair problems will be remedied as soon as possible, which is normally in the first week. If there is anything you plan on cleaning or repairing yourself, please take photos and check with us first. If you have no record of the problem and then repair it anyways, we have no way to reconcile that and won't be able to pay you for your time or expense.

The things we don't ask tenants to clean (nor do we guarantee their cleanliness) are fans, vents, windows, screens and blinds. Tiny nail holes are OK as well, because normally you will hang your pictures in the same spots. Large holes should be repaired.

### Renter's Insurance:

**We highly recommend that you purchase renters insurance!** It is typically only tens of dollars a month. If there is a break in, busted pipe, flood, fire, etc, we do not have insurance for your belongings, and it will be a small amount of money, well spent. Please note that any storage area may take on as much as 12" of water in a bad rain, we are not responsible for this either.

### Maintenance:

We ask that you report ANY problems. We would rather know about it now, when it is a little problem, than find out about it later, when it becomes a much bigger problem, like the time a small leak turned into a ceiling falling down. Sometimes the remedy may be simple, other times there may not be a quick solution.

### Drains:

**NEVER pour any drain openers into drains;** It won't work & eats away the pipes. Call us, if needed, to help with the problem.

### Toilets:

Do not flush **TAMPONS, wet wipes,** or anything large. It will clog the pipes and you will have to pay to fix them.

### Fuses:

Your apartment is fully rehabbed, so if a circuit break blows please notify us, as this shouldn't happen.

**Filters:**

All furnaces have filters, to keep you air fresh, you should change your filter each month.

**Smoke/CO detectors:**

Every unit has them. If yours are missing please notify us. The batteries are your responsibility.

**Painting:**

There is no painting allowed in the apartment. If you have violated your lease and painted, then you will immediately be charged the per room painting fee. If you decide to return your apartment to the proper colors before you vacate, you will be paid back those fees. If we never charged the fee, then the fee will be issued on your final move out bill, if the apartment is not painted back to the proper colors. If you paint it back yourself, please contact us, to be sure you use the proper color and sheen of paint. If you don't confirm the color with us and the paint isn't matching, then we will still have to charge you the per room cost for us to paint.

**Animals and Carpets:**

If we have agreed to allow you to have an animal in your apartment and you have carpet, the carpet must be professionally steam cleaned before you move out, or we will do it for you and charge you for it.

**Referrals:**

We greatly appreciate referrals. So we are pleased to offer a **\$250** credit to any current tenant that refers to us a new tenant who signs a one year lease at a different apartment, moves in, and pays rent the first month's rent on time. Please note we do not pay a referral fee for sublets, re-lets, transfers or if you change a roommate.

**Alarm systems:**

For those units that have alarm systems, they are **NOT** monitored by an alarm company or the police. We strongly suggest you use the alarm system if you have one. Email us a 4 digit code and we will enable it. We don't have the system monitored because it is a waste of money since the Chicago police show up about an hour after they are notified. The \$300 or more you would spend on monitoring, would be better spent on renter's insurance.

**Laundry:**

Many units have laundry machines in them, in other buildings it is in the common space. Do not overload the machine as it will not work. It won't spin your clothes dry and ultimately it will just break the machines.

**Garages:**

If you have a spot, be careful what you leave in the garage. Garages are often broken into and if your bicycle or any other items are not physically locked to something in the garage, they may get stolen.

**This lease does not including snow plowing of the alley, driveway apron, or any other portion of the parking area.**

Thanks for renting from us!

### 3.2 MOVING OUT INFORMATION

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**Procedures for vacating your apartment:**

Please be advised that you are legally obligated to vacate the premises by 12:00 p.m. (Noon) on the last day of your lease. If you have not vacated the premises and returned all keys to us by this time, we will enforce the **HOLDOVER** clause in your Lease which states that you will be liable for double the monthly rent in the event that you (the Lessee) retain possession of all or any part of the apartment after the ending date of your Lease.

**When you move out, these are the things that are required and what we will be inspecting & looking for:**

Your place needs to be cleaned and returned to us as though no one had lived there.

If you clean the place yourself, please do a very good job. If you spend an hour just doing a cursory cleaning, the apartment may not be acceptable and you will be upset when we have to charge you for a cleaning even after you spent some time cleaning the place. Be sure that you clean all cabinets, shelves, appliances (refrigerator, oven, stove, microwave, dishwasher, etc) sinks, tubs, showers, floors, carpets and anything else that is required.

If you choose to have us do this, we will hire a service and directly charge you for that service. The charge ranges anywhere from \$80 to \$300 depending on the size of your unit and how dirty it is. This is the charge that comes directly from the cleaning company and we pass it along to you.

If there is an odor in your apartment after cleaning, we will consider the apartment not cleaned. Residual smells are usually caused by animals or smoking. If this is the case you will be charged for painting to remove the smell.

ALL light bulbs must be working and ALL batteries must be working in devices such as thermostats and smoke detectors. If we have to replace ANY bulbs or batteries, there is a \$60 charge plus costs of the material.

There is no painting allowed in the apartment. If you have violated your lease and painted, then you will immediately be charged the per room painting fee. If you decide to return your apartment to the proper colors before you vacate, you will be paid back those fees. If we never charged the fee, then the fee will be issued on your final move out bill, if the apartment is not painted back to the proper colors. If you paint it back yourself, please contact us, to be sure you use the proper color and sheen of paint. If you don't confirm the color with us and the paint isn't matching, then we will still have to charge you the per room cost for us to paint.

**After move out and expiration of your lease:**

Your apartment will be inspected. We will then wait about two weeks or so while the new tenant is in the apartment to see if there are any other problems that they find that we didn't see.

At the end of that 2 week period, you may get a final itemization, if there are any problems or damage. We expect this to be paid within 14 days. If not, we will use all means necessary to collect, which may have an adverse affect on you and your credit report should you choose to avoid us.

Thanks for renting from us, and please feel free to check our website in the future if you or your friends are looking for an apartment.

Thanks,  
The folks at Hanging Out, LLC

### 3.3 MOVE OUT CHARGES

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Should any of the items below apply, they will be the tenants responsibility and should be rectified by the tenant. Otherwise, the tenant will be charged to remedy the situation.

The apartment must be returned in its original condition.

1. Tenant must vacate the premises no later than midnight on the lease's expiration date. Should Tenant occupy the premises

- after lease has expired {Holdover}, Tenant will be charged double the monthly rent for that month as per the Lease.
2. The entire apartment must be cleaned including the kitchen and all appliances, bathrooms, cabinets, closets, carpet, floors, etc.
  3. Any stickers, foam tape, scratches, large holes or gauges left in the walls must be repaired or removed from the walls.
  4. Any part of the apartment that has been painted must be returned to the original color or you will be charged the per room painting charge..
  5. If the floors have gauges, indentations, scratches, stains, or smell, the charge to clean, refinish or replace will be the tenants responsibility.
  6. All trash must be left in the garbage cans in the alley. Please notify us immediately if there is excess trash and we will call for an additional pickup.
  7. All keys, including mailbox key, must returned. If tenant has changed or added locks, all new keys must be returned as well.
  8. You must pay for any damage you or your guests cause. This includes but is not limited to:
    1. Clogged drains and toilets. DO NOT FLUSH TAMPONS!
    2. Water damage caused by failure to use shower curtains, or overflowed sinks, tubs, toilets, or appliances.
    3. Damage to furnace cause by failure to change filter.
    4. Fires caused by storage of items in furnace closet.
  9. If it has been determined that the Tenant was smoking in the apartment, the Tenant will be charged the cost to repaint the apartment and the cost to clean the carpets.
  10. If it has been determined that the Tenant was harboring an animal in the apartment, without the written consent of the landlord, the Tenant will be charged the cost to repaint the apartment and the cost to clean the carpets, plus \$50 per day for every day that the animal was in the apartment.
  11. If there is an odor in your apartment after cleaning, we will consider the apartment not cleaned. Residual smells are usually caused by animals or smoking in the apartment. If this is the case you will be charged for painting to remove the smell.
  12. Tenant shall not paint the apartment without written consent from the landlord. Even with consent, upon vacating the unit, the Tenant must repaint all areas according to the specifications set forth by the landlord, or the per room cost to repaint will be charged to the Tenant.

If the above conditions are not complied with, the cost of labor and materials for cleaning, repairs, removals and replacements, where applicable, or rent loss due to necessary repair time, and numerous other charges based on damages, will be added as increase in rent due to these rectify these problems. Tenant will also be liable for any costs required to bring the apartment up to the condition it was prior to renting to the said Tenant.

In the event that any of the foregoing has not been performed by the Tenant, the following specific cleaning and replacement charges will be immediately due from the Tenant to the Landlord, there are additionally many other things that will require a fee from the Tenant:

- Replace any light bulbs or batteries: \$60 + cost of supplies
- Replace locks (keys not returned): \$225
- Keys: \$50 per set
- Appliance cleaning: \$75 per appliance
- Cabinet/Closet cleaning: \$20 each
- Carpet cleaning: \$300
- Sweep / Mop floors: \$60

- Gauges in the hardwood floor:: \$100 minimum
- Painting: \$250 per room

X         AUP          
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## 4

# Pets & Disclosures

### 4.1 PETS

Only animals whose names and types are listed below are allowed to occupy the apartment. If an animal not listed on this rider occupies the premises for more than 3 days, you will be subject to a \$50 per day fee until the pet is removed.

- Stewie, Cat, 15.0 lbs, 7 years

As stated when you applied, any pet with permission to occupy the apartment must be non-aggressive. This is for 2 reasons. First, we must be able to enter the apartment without you being there in case we have to service something there in an emergency. Second, we do not want your pet harming any other residents in the building. If it turns out your pet is aggressive, your lease will be terminated immediately.

To the extent of any conflict in terms, the terms and conditions of this rider shall govern over the terms and conditions of the aforesaid lease.

1. You must pick up your pet's waste and dispose of it properly. You will be charged **\$100 per day**, on any day that excrement is present in or on the property.
2. If you allow your pet to urinate in the yard and it kills the grass, you will be liable for the repair of the lawn.
3. If your pet's use of the lawn, results in damage to the lawn, you will be liable for the repair of the lawn.
4. You must store pet food in a covered container. If insects or rodents become a problem, you will be responsible.
5. You must clean your refrigerator coils monthly to avoid pet hair clogs. If your refrigerator breaks down due to your negligence, you will have to pay for repairs.
6. You must keep you cat's box clean. Do not pour litter down the sink or toilet. If the plumbing gets clogged, you will be responsible.
7. Do not let your animal spray anywhere on the premises. Your right to keep the animal in the apartment will be revoked if this occurs, and you will be responsible for all necessary rehab charges including replacing the flooring if necessary.
8. Do not let your pet's noisiness disturb your neighbors. If other tenants complain repeatedly, your right to keep your pet in your apartment will be revoked.
9. Do not let your pet gnaw or scratch at woodwork or doors. You will be responsible for any damage.
10. If you have carpets in your apartment, they must be steam cleaned when you vacate.
11. If there is a lingering odor, there will be a charge to paint the apartment and steam clean your carpets.

Any damages and / or odor removal costs will be charged to you and will be added to rent due.

## 4.2 INDIVIDUAL DISCLOSURES

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1. **Notice of Conditions Affecting Habitability:** I/We (Tenants) hereby acknowledges that Landlord has disclosed any code violations, code enforcement litigation and/or compliance board proceedings during the previous 12 months for the Premises and common area and any notice of intent to terminate utility service, copies of which, if any, are attached to this Lease.
2. **Lead Paint Disclosure (for housing building prior to 1978) / Lead Warning Statement**
  1. 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.
  2. **Lessor's Disclosure:**  
Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
  3. **Lessee's Acknowledgement:** I/We acknowledge receiving the pamphlet Protect Your Family from Lead In Your Home.
3. **Heat Cost Disclosure:** I/we hereby acknowledge that the landlord has disclosed for the above premises, the projected monthly (annual) costs of utility service for heating during the most recent annual period of continuous occupancy by the prior occupants. The average monthly cost of utility service projected by the utility providing the primary source of heat based on energy consumption during the most recent annual period of continuous occupancy by one or more prior occupants, current or expected rates and normalized weather by the method approved by the Illinois Commerce Commission is reported on the separate heat disclosure **The cost of heating is the responsibility of the Tenant.**
4. **CRLTO & Security Deposit Disclosure:** In accordance with Section 5-12-170 of the Residential Landlord and Tenants Ordinance, I/We acknowledge receiving a legible copy of the summary of the Residential Landlord and Tenant Ordinance and the Security Deposit Interest Summary, if applicable.
5. **Agent and Notice Disclosure:** Sections 5-12-090 Identification of Owner and Agents – The Lease clearly identifies the name, address and telephone number of the Owner or person authorized to manage the premises, and a person authorized to act for and on behalf of the owner for the purpose of receiving and receipting for notices and demands.
6. **Bed Bug Disclosure:** I/We hereby acknowledge receiving the City Chicago Bed Bug Prevention Pamphlet.

7. **Radon Disclosure:** I/We hereby acknowledge that the landlord has disclosed the Illinois Radon Disclosure pursuant to 420 ILCS 46/1.

1. Every tenant interested in leasing residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The landlord leasing the property has agreed to provide the tenant with any information on radon test results of the dwelling showing elevated levels of radon in the owner's possession. **Lessor** has no reports or records pertaining to the existence of radon gas in the housing.

8. **Review Disclosure:** I/We have been given satisfactory opportunity to review the lease prior to signing and have voluntarily executed the lease.

9. **Turnover:** I / We also understand that this unit may be an immediate turnover and that there may be unresolved issues pertaining to cleanliness and repairs. Any issues will be resolved by within a week after move in.

10. **Notice of no agency:** Hanging Out, LLC has previously entered into an agreement with the property owner to provide certain property management and real estate brokerage services to the property owner. Neither Hanging Out, LLC nor any of its employees will be acting as your agent but will instead be acting as the agent for the property owner.

### Link for disclosure pamphlets:

- All disclosures can be found at <http://www.hangingout.net/disclosures>
- You must go to that site and download the heat disclosure for your apartment and sign that separately. Then scan or photo it back via email or fax 773-913-9000.

### 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. Their signatures below also indicate that all 9 disclosures / notices listed above have been properly made and disclosed.

## 4.3 CHICAGO RLTO

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### Chicago's Residential Landlord and Tenant Ordinance Summary

Rahm Emanuel-Mayor

### CITY OF CHICAGO RESIDENTIAL LANDLORD AND TENANT ORDINANCE SUMMARY

DEPARTMENT OF PLANNING AND DEVELOPMENT

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

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

**121 N. LASALLE, CHICAGO, ILLINOIS.**

#### **IMPORTANT NOTICE**

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

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

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

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

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

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

#### **LANDLORD'S RIGHT OF ACCESS {MUN. CODE CH. 5-12-050}**

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

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

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

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

- A landlord must pay interest each year on security deposits and prepaid rent held more than six months. (eff. 1-1-92)
- The rate of interest a landlord must pay is set each year by the City Comptroller. (eff. 7-1-97)
- Before expenses for damages can be deducted from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within 30 days of the date the tenant vacates the dwelling unit.
- A landlord must return all security deposits and required interest, if any, minus unpaid rent and expenses for damages, within 45 days from the date the tenant vacates the unit.
- In the event of a fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within seven days from the date that the tenant provides notice of termination of the rental agreement. (eff. 1-1-92)
- In the event of a sale or any other disposition of residential real property by a landlord, the successor landlord is liable to the tenant for any security deposit or prepaid rent paid to the original landlord. The successor landlord must notify the tenant, in writing, within 14 days from the disposition that the deposit or prepaid rent was transferred to the successor landlord. The original landlord remains liable for the deposit or prepaid rent until the original landlord transfers the deposit or prepaid rent to the

successor landlord and provides proper notice of such transfer to the tenant. (Mun. Code Ch. 5-12-080 (e) eff. 5-18-10)

- Subject to correcting a deficient amount of interest paid to a tenant on a security deposit if a landlord fails to comply with specified security deposit requirements the tenant shall be awarded damages in an amount equal to two times the security deposit plus interest. (eff. 10-8-10)

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

- To give tenant written notice of the owner's or manager's name, address and telephone number. {Mun. Code Ch. 5-12-090}
- Within seven (7) days of being served a foreclosure complaint an owner or landlord of a premises that is the subject of the foreclosure complaint shall disclose, in writing, to all tenants of the premises that a foreclosure action has been filed. The owner or landlord shall also notify of a fore- closure suit, in writing, before a tenant signs a lease.

{Mun. Code Ch. 5-12-095 eff.11-05-08}

- To give new or renewing tenants notice of:

- 1) Code citations issued by the City in the previous 12 months;
- 2) Pending Housing Court or administrative hearing actions;
- 3) Water, electrical or gas service shut-offs to the building during entire occupancy. {Mun. Code Ch. 5-12-100}

- To maintain the property in compliance with all applicable provisions of the Municipal Code. {Mun. Code Ch. 5-12-070}

- To not require a tenant to renew an agreement more than 90 days before the existing agreement terminates. (eff. 1-1-92)

{Mun. Code Ch. 5-12-130 (i)}

- To provide a tenant with at least 30 days written notice if the rental agreement will not be renewed. If the landlord fails to give the required written notice, the tenant may remain in the dwelling unit for 60 days under the same terms and conditions as the last month of the existing agreement. (eff. 1-1-92) {Mun. Code Ch. 5-12-130 (j)}

- To not enforce prohibited lease provisions. {Mun Code Ch. 5-12-140}

- Bed Bugs-Education. For any rental agreement for a dwelling unit entered into or renewed after the effective date of this 2013 amendatory ordi- nance, prior to entering into or renewing such agreement, the landlord or any person authorized to enter into such agreement on his behalf shall provide to such tenant the informational brochure on bed bug prevention and treatment prepared by the department of health pursuant to section 7-28-860. {Mun Code Ch. 5-12-101}

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

#### Minor Defects

- If the landlord fails to maintain the property in compliance with the Code and the tenant or the tenant's family or guests are not responsible for the failure, the tenant may:

1) Request in writing that the landlord make repairs within 14 days, and if the landlord fails to do so the tenant may withhold an amount of rent that reasonably reflects the reduced value of the unit. Rent withholding begins from the fifteenth day until repairs are made; OR

2) Request in writing that the landlord make repairs within 14 days and if the landlord fails to do so the tenant may have the repairs made and deduct up to \$500 or 1/2 of the month's rent, whichever is more, but not to exceed one month's rent. Repairs must be done in compliance with the Code. Receipt for the repairs must be given to the landlord and no more than the cost of the repairs can be deducted from the rent; and also

3) File suit against the landlord for damages and injunctive relief.

#### Major Defects

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

(eff. 1-1-92)

### FAILURE TO PROVIDE ESSENTIAL SERVICES (HEAT, RUNNING OR HOT WATER, ELECTRICITY, GAS OR PLUMBING)

#### {MUN. CODE CH. 5-12-110(f)}

- If, contrary to the lease, an essential service is not provided, or if the landlord fails to maintain the building in material compliance with the Code to such an extent that such failure constitutes an immediate danger to the health and safety of the tenant, and the tenant or tenant's family or guests are not responsible for such failure, after giving written notice, the tenant may do ONE of the following:

1) Procure substitute service, and upon presenting paid receipts to the landlord, deduct the cost from the rent; OR

2) File suit against the landlord and recover damages based on the reduced value of the dwelling unit; OR

3) Procure substitute housing and be excused from paying rent for that period. The tenant may also recover from the landlord the cost of substi- tute housing up to an amount equal to the monthly rent for each month or portion thereof; OR

4) Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold the monthly rent an amount that reason- ably reflects the reduced value of its premises. Rent withholding cannot start until after the 24 hours expires and applies only to days past the

24-hour waiting period; OR (eff. 1-1-92)

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

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

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

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

- 1) Move out immediately, but if this is done, the tenant must provide written notice to the landlord of the intention to terminate within 14 days after moving out.

- 2)The tenant may stay in the unit, if it is legal, but if the tenant stays and cannot use a portion of the unit because of damage, the rent may be reduced to reflect the reduced value of the unit.

- 3) If the tenant stays, and the landlord fails to diligently carry out the work, the tenant may notify the landlord, in writing, within 14 days after the

tenant becomes aware that the work is not being diligently carried out, of the tenant's intention to terminate the rental agreement and move out.

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

- The landlord must accept a reasonable subtenant offered by the tenant without charging additional fees.

- If a tenant moves prior to the end of the rental agreement, the landlord must make a good faith effort to find a new tenant at a fair rent.

- If the landlord is unsuccessful in re-renting the unit, the tenant remains liable for the rent under the rental agreement, as well as the landlord's cost of advertising.

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

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

#### **WHAT HAPPENS IF A TENANT PAYS RENT DUE AFTER THE EXPIRATION OF THE TIME PERIOD SET FORTH IN A TERMINATION NOTICE? {MUN. CODE CH. 5-12-140 (g) CH. 5-12-130 (g)}**

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

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

- If the tenant fails to pay rent, the landlord, after giving five days written notice to the tenant, may terminate the rental agreement.

- If the tenant fails to comply with the Code or the rental agreement, the landlord, after giving 10 days written notice to the tenant, may terminate the rental agreement if tenant fails to correct the violation.

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

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

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

- It is illegal for a landlord to lock out a tenant, or change locks, or remove doors of a rental unit, or cut off heat, utility or water service, or to do

anything which interferes with the tenant's use of the apartment.

- All lockouts are illegal and the Police Department is responsible for enforcement against such illegal activity. (eff. 1-1-92) (Police Special Order 93-12)

- The landlord shall be fined \$200 to \$500 for each day the lockout occurs or continues.

- The tenant may sue the landlord to recover possession of the unit and twice the actual damages sustained or two months' rent, whichever is greater.

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

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

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

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

#### **WHERE CAN I GET A COPY OF THE ORDINANCE?**

- For a copy of the Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 North LaSalle Street, Chicago, Illinois

or view it at the Municipal Reference Library, Harold Washington Library, 5th Floor, 400 S. State Street, Chicago, Illinois.

*Approved by the City of Chicago, June 2013*

Chicago Rents Right

312-742-RENT

#### 4.4 RATE OF INTEREST ON SECURITY DEPOSITS

##### RESIDENTIAL LANDLORD AND TENANT ORDINANCE Rate of Interest on Security Deposits

Municipal Code Chapters 5-12-080, 5-12-081 and 5-12-170

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

Under Chapter 5-12 of the Municipal Code of Chicago sections 5-12-081 and 5-12-082, the City Comptroller shall calculate and announce on the first business day of each year, the rate of interest to be paid on security deposits. As of January 1, 2016, based on information from the City Comptroller's Office, the interest rate to be paid on security deposits is 0.01%. The rate is based upon the average of the rates of interest of the following types of accounts at Chase Bank, which is the commercial bank having the most branches located in the City of Chicago: Savings Account 0.01 percent, insured Money Market 0.01 percent and Six-month Certificate of Deposit (based on a deposit of \$1,000) 0.01 percent.

##### Security Deposit Interest Rate

**Jan. 1, 2017 through Dec. 31, 2017: 0.01%**

2016: 0.01%

2015: 0.01%

2014: 0.013%

2013: 0.023%

2012: 0.057%

2011: 0.073%

2006: 1.71%

2005: 1.01%

2004: 0.42%

2003: 0.52%

2002: 0.83%

2010: 0.073%

2009: 0.12%

2008: 1.26%

2007: 1.68%

2001: 3.10%

2000: 2.71%

1999: 2.63%

1998: 3.38% Pre-July 1997: 5.00%

For a copy of the complete Residential Landlord and Tenant Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 N. LaSalle St. For a copy of the Residential Landlord and Tenant Ordinance Summary, visit the Department of Planning and Development, 121 N. LaSalle St. #1000,

Chicago, IL.

#### ORDENANZA DE RESIDENCIAS PARA DUEÑOS E INQUILINOS (ARRENDATARIOS)

##### Tarifa de Interes en Depositos de Seguridad

**Codigo Municipal, Capitulo 5-12-080, 5-12-081 Y 5-12-170**

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

Bajo el Capitulo 5-12 del Codigo Municipal de Chicago, secciones 5-12-081 y 5-12-082, el controlador de la Ciudad debera calcular y anunciar con el primer día de negocios de cada año, la tarifa de interés con la que los depósitos de seguridad serán pagados. Empezando Enero 1, del 2016 basado en la información de la Oficina del Controlador (City Comptroller's Office), la tarifa de interés en depósitos de seguridad es de 0.01 por ciento. Esta tarifa esta basada en un promedio del interés de las cuentas de ahorros regulares de los siguientes tipos de cuentas de Chase Bank, el cual es el banco comercial que tiene mas sucursales localizadas en la Ciudad de Chicago: Libras de Ahorros 0.01 por ciento; Dinero Asegurado por la Bolsa 0.01 por ciento; y Certificado de Deposito por seis meses (basado en depósitos de \$1,000) 0.01 por ciento.

**Tarifa de Interes Deposito de Seguridad**

**Enero 1, 2016 hasta Diciembre 31, 2016: 0.01%**

2015: 0.01 %	2006: 1.71 %
2014: 0.013%	2005: 1.01%
2013: 0.023%	2004: 0.42%
2012: 0.057%	2003: 0.52%
2011: 0.073%	2002: 0.83%
2010: 0.073%	2001: 3.10%
2009: 0.12%	2000: 2.71%
2008: 1.26%	1999: 2.63%
2007: 1.68%	1998: 3.38% Antes de Julio 1997: 5.00%

Para una copia de la Ordenanza de Residencias para Dueños e Inquilinos, visite la oficina del City Clerk, Cuarto 107, City Hall, 121 N. LaSalle St. Para una copia del resumen de la Ordenanza de Residencias para Dueños e Inquilinos, visite La Ciudad de Chicago, Departamento de Desarrollo y Planificacion Urbana, 121 N. LaSalle St. #1000, Chicago, IL.

X AVP  
[Redacted]

5

Sign and Accept

5.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X [Redacted]  
Lessee IP Address: 73.75.31.7  
01/05/2017 08:54am CST

X Bob Pearl  
Lessor IP Address: 98.228.72.240  
01/05/2017 11:34pm CST