

No. 104
CHICAGO APARTMENT LEASE
Unfurnished

Tenant Ordinance Summary Attached

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

LESSEE

LESSOR

NAME:

APT. NO.

ADDRESS OF
PREMISES:

CITY:

IDENTIFICATION OF OWNER AND AGENTS

Owner or Authorized Management Agent:

HOLSTEN MANAGEMENT CORPORATION

NAME

1333 NORTH KINGSBURY, SUITE 301

ADDRESS

CHICAGO, ILLINOIS 60622 (312) 332-51

CITY

TELEPHONE NUMBER

Person Authorized to Act on Behalf of Owner for Purpose of
Service of Process and Receiving for Notices:

NAME

ADDRESS

CITY

TELEPHONE NUMBER

NOTICE OF CONDITIONS AFFECTING HABITABILITY

I hereby acknowledge that Lessor has disclosed any code violations, code enforcement litigation and / or compliance board proceedings during the previous 12 months for the apartment and common area and any notice of intent to terminate utility service, copies of which, if any, are attached to this Lease.

In consideration of the mutual agreements and covenants herein stated, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for a private dwelling, the Apartment designated above, together with the fixtures and appliances belonging thereto, for the above Term.

ADDITIONAL COVENANTS AND AGREEMENTS (if any). The attached Lease Addenda 1-10 are incorporated into the Lease executed between Agent and Tenant. In the case of conflict between the provisions of the addendum and the lease, the provision of the addendum will govern:

Lease Rider #1 - Guests/Trespassers	Lease Rider #4 - Building Safety Acknowledgment	Lease Rider #8 - Tax Credit Compliance
Lease Rider #2 - Apartment #2/Additional Costs	Lease Rider #5 - Lead Based Paint	Lease Rider #9 - Property Specific Rules
Lease Rider #3 - Drug Free Housing	Lease Rider #6 - Security Rider	Lease Rider #10 - Accessible Unit Availability Lease Addendum
Lease Rider #7 - Lease Renewal Drug Testing		

LESSEE

LESSOR

(SEAL)

(SEAL)

(SEAL)

HOLSTEN MANAGEMENT AS AGENT

(SEAL)

LEASE COVENANTS AND AGREEMENTS

1. RENT: Lessee shall pay to the Lessor or Lessor's agent the monthly rent set forth above on or before the first day of each and every month in advance at Lessor's address stated above or such other address as Lessor may designate in writing. The time of each and every payment of rent is of the essence of the Lease.

2. LATE CHARGES: The monthly rent shall be increased \$10.00 per month for the first \$500.00 in monthly rent plus five (5%) percent per month for any amount in excess of \$500.00 in monthly rent if paid after the fifth of the month. Rent shall be considered received, if mailed, on the date of receipt.

3. SECURITY DEPOSIT: Lessee has deposited with Lessor the security deposit as set forth above, to be retained by Lessor to ensure that Lessee shall fully perform each and every term and obligation provided in this Lease. If Lessee fully performs each and every obligation as provided in this lease and pays all sums due to Lessor, then Lessor, after the Lessee has surrendered possession of the premises and has delivered the keys thereto, shall refund said deposit to Lessee, including interest as is provided by law. If Lessee has failed to perform or comply with any of the provisions in this Lease, then Lessor shall deduct any damages from the security deposit. The security deposit shall not be treated as an advance payment of rent, and Lessee may not apply the security deposit as rent.

4. POSSESSION: If Lessor cannot give Lessee possession on the date fixed for commencement of the term, the rent shall be abated until such time as the premises are available for Lessee's occupancy, or Lessee may upon written notice terminate the Lease.

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

6. CONDITION OF THE PREMISES: Lessee has examined the premises prior to accepting same and prior to the execution of this Lease, and Lessee is satisfied with the physical condition thereof, including but not limited to the heating, plumbing and smoke detectors and taking possession shall be conclusive evidence of Lessee's receipt thereof in good order and repair. No promises as to condition or repair have been made by Lessor or his agent which are not herein expressed, and no promises to decorate, repair or modify the premises, which are not contained herein, have been made by Lessor or his agent.

7. LESSEE TO MAINTAIN: Lessee shall keep the premises and the fixtures and appliances therein in a clean, slightly and healthy condition, and in good repair, and in accordance with any and all ordinances in such cases made and provided, at Lessee's own expense, and upon the termination of this lease, for any reason, shall yield and return the same back to Lessor in as good condition of cleanliness and repair as at the date of the execution hereof, reasonable wear and tear excepted. Lessee shall make all necessary repairs to the premises whenever damage to the same has occurred or repairs are required due to Lessee's conduct or neglect, and shall replace all broken glass and fixtures. Upon Lessee vacating the premises, if the premises are not in good

repair and in a clean, slightly and healthy condition, Lessor or his agents may replace the premises in the same condition of repair, slightness and cleanliness as existed at the date of execution of this Lease. Lessee agrees to pay Lessor for all expenses incurred by Lessor in replacing the premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities, or any other portion of the premises.

8. USE OF PREMISES: The premises shall be occupied solely for residential purposes by Lessee and those persons listed in the Application for the Lease. Neither Lessee nor any persons residing with or visiting Lessee 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, immoral, or increase the rate of insurance on the Building. Lessee shall be responsible for the conduct of all persons residing with, or visiting Lessee.

9. SUBLET OR ASSIGNMENT: Lessee shall not sublet the premises or any part thereof, nor assign this Lease, without, in each case, prior written consent of Lessor which consent shall not be unreasonably withheld. Lessor shall accept a reasonable sublease as provided by ordinance.

10. NO ALTERATIONS: Lessee shall not make any alterations to the premises nor install any appliances, locks or other equipment of any kind without the prior written consent of Lessor.

11. ACCESS: Lessee shall not unreasonably withhold consent to the Lessor to enter the apartment at reasonable times for reasonable purposes as provided by statute or Ordinance.

12. HEAT AND WATER: Lessor shall furnish hot and cold water and if heating is under the control of the Lessor, shall also furnish heat in reasonable amounts at reasonable hours as provided by statute or Ordinance except when prevented by causes beyond Lessor's control or when the water and heating system are being repaired. Lessee shall at all times maintain the temperature at a minimum of 45 degrees and shall be responsible for all damages resulting from the failure to do so.

13. RIGHT TO RELET: If Lessee shall remove a substantial portion of his personal property or otherwise abandon or vacate the premises, the Lessor may immediately re-let the premises as provided by Ordinance; or if the premises become vacant by reason of Lessee's breach, or if this Lease has been terminated by reason of Lessee's breach, or if Lessee has been evicted, Lessor may re-let the premises, and Lessee shall be liable and pay for the expenses of reletting 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 judgement for possession, or any other act resulting in the termination of Lessee's right of possession.

14. FORCIBLE DETAINER: If Lessee defaults in the payment of rent or any part thereof, Lessor may distrain for rent and shall have a lien on Lessee's property for all monies due Lessor, or if Lessee defaults in the

performance of any of the covenants or agreements herein contained, Lessor or his agents, at his option, may terminate this Lease, and, if abandoned or vacated, may re-enter the premises. Non-performance of any of Lessee's obligations shall constitute a default and forfeiture of this lease, and Lessor's failure to take action on account of Lessee's default shall not constitute a waiver of said default.

15. **NOTICES:** Any demand or notice may be served by delivering a copy to the Lessee, or by leaving the same with some person above the age of twelve years, residing on or in possession of the premises; or by sending a copy of said notice to the Lessee by certified mail, return receipt requested; or by posting the same on Lessee's door to the premises, if no one is in actual possession of the premises.

16. **FIRE AND CASUALTY:** If the premises shall be rendered untenable by fire or by other casualty, the Landlord shall not be obligated to restore the premises and tenant may terminate this Lease as provided by statute or Ordinance.

17. **DISHONOR:** In the event that Lessee's rental payment is dishonored when negotiated by Lessor or his agents, Lessor shall have no obligation to redposit same, and reserves the right to demand that all future rental payments be made by money order or certified funds. Lessee shall pay Lessor the sum of \$25.00 as additional rent for any dishonored payment.

18. **SURRENDER OF PREMISES AND RETURN OF POSSESSION:** Lessee shall not be required to renew this Lease more than ninety days prior to its expiration as provided by Ordinance, and Lessor shall notify Lessee of Lessor's intention not to renew the Lease at least thirty days prior to its expiration so long as Lessee is not in default under the terms of this Lease, as provided by Ordinance. At the termination of this Lease, by lapse of time or otherwise, Lessee shall yield up and surrender immediate possession to Lessor or his Agent. If Lessee fails to vacate the premises upon termination then:

(A) If Lessor files a statutory forcible entry and retainer action for possession based upon Lessee's failure to vacate the premises, then Lessee shall pay Lessor a sum equal to double the amount of rent here in set forth as liquidated damages for the time that possession is withheld; or

(B) Lessor may, by giving Lessee written notice thereof, extend the term of this Lease upon all the terms and conditions herein for one year, but with a rental of 20% greater than the rental contained herein; or

(C) If Lessor fails to provide written notice to Lessee of Lessor's election under (B), Lessee shall become a month-to-month tenant, upon all the terms and conditions contained herein, Lessee shall also compensate Lessor for any and all damages named by Lessor by virtue of Lessee's failure to vacate the said premises in accordance with the terms of this Lease. The payment or acceptance of rent after termination of this Lease shall not extend the Lease.

19. **EMINENT DOMAIN:** If the whole or a substantial portion of the premises is condemned by any competent authority for any public use or purpose, this Lease shall be terminated.

20. **JOINT OBLIGATIONS:** The words "Lessor" and "Lessee" 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.

21. **LEGAL EXPENSES:** Lessee shall pay all costs, expenses and attorneys fees which shall be incurred or expanded by Lessor due to Lessee's breach of the covenants and agreements of this Lease, to the extent provided for by Law, Court rules, statute or Ordinance.

22. **SMOKE DETECTORS:** Lessee acknowledges that at the time of obtaining initial possession of the premises, all smoke detectors required to be installed in the premises have been installed and are in good working order. Lessee agrees to repair and maintain the smoke detector devices including replacement of the energy source when needed.

23. **BINDING ON HEIRS:** All covenants contained herein shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, assigns and successors.

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

25. **SEVERABILITY CLAUSE:** If any clause, provision or portion of this Lease shall be ruled invalid or unenforceable, said decision shall not invalidate nor render unenforceable the remainder of this Lease.

26. **STORAGE:** Lessor shall not be obligated to provide Lessee storage.

27. **INSURANCE:** Lessor is not an insurer of Lessee's property. Lessee shall carry sufficient insurance to insure all of Lessee's property located on Lessor's premises.

28. **SUBORDINATION:** Lessee will not do any act which shall encumber Lessor's title to the premises, and if Lessee causes a lien to be placed on the title, or premises, Lessor may discharge the lien and Lessee will reimburse Lessor the amount Lessor expended. This lease shall not be recorded by Lessee and is, and shall be, subordinate to any present or future mortgages now, or hereafter, placed on the premises.

29. **RULES AND REGULATIONS:** Lessee shall observe and abide by the Rules and Regulations set forth in this Lease, and agrees to be bound by and comply with any further reasonable rules and regulations as may be established by the Lessor.

RULES AND REGULATIONS

- 1. No dogs, cats, or other animals shall be kept or allowed in the premises except with the Lessor's prior consent, and subject to the conditions set forth in any such consent. No animals are permitted without a leash in any public areas of the premises.
- 2. No additional locks or other similar devices shall be attached to any door without Lessor's written consent.
- 3. Lessee shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the premises any inflammable fluids or materials which may be hazardous to life or property.
- 4. 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 Lessee place or store any items in the hallways or common areas of the Building.
- 5. No musical instrument shall be played and no radio or television set shall be operated at any time in such manner as to disturb or annoy other occupants of the building, nor shall other noises be made which will disturb or annoy any occupants of the building. Operation of electrical devices which interfere with radio or television reception is not permitted.
- 6. All moving and delivery shall be through the rear entrance, stairway or service elevator at hours designated by Lessor.
- 7. Lessee shall maintain the smoke detectors, and replace the batteries when necessary.
- 8. Lessee shall not install or maintain a washer, dryer or dishwasher on the premises without Lessor's prior written consent. Lessee shall not run water for an unreasonable length of time.

- 9. Lessee shall only cook in the kitchen and shall not barbecue on porches or balconies.
- 10. Washrooms shall not be used for any purpose other than that for which they are designed, and no rubbish, rags, or injurious items shall be placed in plumbing facilities or receptacles.
- 11. Lessee shall not place nor permit any article or antenna outside of the windows, on the exterior walls, or on the roof of the Building, and shall not throw or drop any article from any window.
- 12. Lessee shall not place, erect or install any signs or advertisements on the windows, nor on any part of the Building or premises.
- 13. All garbage or refuse shall be securely wrapped and placed in the incinerator or garbage container.
- 14. Water beds are not permitted in the premises without Lessor's written consent.
- 15. Lessee shall not interfere in any manner with the heating or lighting or other fixtures in the building nor run extension cords or electrical appliances in violation of the Building Code.
- 16. Lessee shall not solicit, canvass nor conduct any door-to-door activities on the premises.
- 17. Lessor has the right to bar individuals from the premises. You must inform your guests of all lease provisions regarding use of the premises and all rules and regulations. If these provisions are violated by your guests, they may be barred and / or arrested for criminal trespassing, after they have received a barred notice and then have been placed on a barred list by Lessor. If you violate the lease or any of the rules and regulations, it is grounds for termination of your tenancy.

ASSIGNMENT BY LESSOR

In consideration of One Dollar to the undersigned in hand paid, and of other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor hereby transfers, assigns and sets over to _____

_____ all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____, 20____.

Dated _____, 20____.

(SEAL)

(SEAL)

GUARANTEE

In consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

Dated _____, 20____.

(SEAL)

(SEAL)

RESIDENTIAL LANDLORD AND TENANT ORDINANCE SUMMARY

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

IMPORTANT: IF YOU SEEK TO EXERCISE RIGHTS UNDER THE ORDINANCE, OBTAIN A COPY OF THE ENTIRE ORDINANCE TO DETERMINE APPROPRIATE REMEDIES AND PROCEDURES. CONSULTING AN ATTORNEY WOULD ALSO BE ADVISABLE.

WHAT RENTAL UNITS ARE COVERED BY THE ORDINANCE? (MUN. CODE CHS. 5-12-410 & 5-12-420)

- Rental units with written or oral leases (including all subdivided units such as CHA, IHDA, Sect. 8 Housing Choice Vouchers, etc.)
- EXCEPT
- Units in owner occupied buildings with six or fewer units.
- Units in hotels, motels, rooming houses, unless rented on a monthly basis and units are occupied for more than 32 days.
- School dormitory rooms, shelters, employees' quarters, nonresidential rental properties.
- Owner-occupied co-ops and condominiums.

WHAT ARE THE TENANT'S GENERAL DUTIES UNDER THE ORDINANCE? (MUN. CODE CHS. 5-12-440)

The tenant, the tenant's family and invited guests must comply with all obligations imposed specifically upon tenants by the Municipal Code, including:

- Buying and installing working batteries in a smoke and carbon monoxide detector within tenant's apartment.
- Keep the unit safe and clean.
- Using all equipment and facilities in a reasonable manner.
- Not damaging the unit.
- Not disturb other residents.

LANDLORD'S RIGHT OF ACCESS (MUN. CODE CHS. 5-12-450)

- 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 two days after entry.

SECURITY DEPOSITS AND PREPAID RENT (MUN. CODE CHS. 5-12-480 AND 5-12-481)

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

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

- To give tenant written notice of the owner's or manager's name, address and telephone number. (Mun. Code ch. 5-12-490)
- To give new or renewing tenants notice of:
 - 1) Code citations issued by the City in the past 12 months;
 - 2) Pending Housing Court or administrative hearing notices;
 - 3) Water, electrical or gas service shut-offs in 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(f))
- To provide a tenant with a 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(f))
- To not enforce prohibited lease provisions. (Mun. Code ch. 5-12-140)

TENANT REMEDIES (MUN. CODE CHL 5-12-110)

Minor Defects

If the landlord fails to maintain the property in compliance with the Code and the tenant or 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 leave the repairs made and deduct up to \$500 or 1/2 of the monthly rent, whichever is more, but not to exceed one month's rent. Repairs must be done in compliance with the Code. Receipt for the repairs must be given to the landlord and no more than the cost of the repairs can be deducted from the rent; and also
- 3) File suit against the landlord for damages and injunctive relief.

Major Defects

If the landlord fails to maintain the property in compliance with the Code, and the failure renders the premises not reasonably fit and habitable, the tenant may request in writing that the landlord make repairs within 14 days. If after 14 days repairs are not made the tenant may immediately terminate the lease. Tenant must deliver possession and move out in 30 days or tenant's notice is considered withdrawn. (eff. 1-1-92)

FAILURE TO PROVIDE ESSENTIAL SERVICES (HEAT, RUNNING OR HOT WATER, ELECTRICITY, GAS OR PLUMBING) (MUN. CODE CHL 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 services, and upon presenting paid receipts to the landlord, deduct the cost from the rent. OR
- 2) File suit against the landlord and recover damages based on the reduced value of the dwelling unit. OR
- 3) Procure substitute housing and be excused from paying rent for that period. The tenant may also recover from the landlord the cost of substitute housing up to an amount equal to the monthly rent for each month or portion thereof. OR
- 4) Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold from the monthly rent an amount that reasonably reflects the reduced value of the premises. Rent withholding cannot start until after the 24-hour response and applies only to days past the 24-hour waiting period. OR (eff. 1-1-92)
- 5) Request that the landlord correct the failure within 72 hours and if the landlord fails to do so, terminate the rental agreement. If the rental agreement is terminated, the tenant must deliver possession and move out within 30 days or the notice of termination is considered withdrawn. (eff. 1-1-92)

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

FIRE OR CASUALTY DAMAGE (MUN. CODE CHL 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 fire or accident, the tenant may:

- 1) Move out immediately, but if this is done, the tenant must provide written notice to the landlord of the intention to terminate within 14 days after moving out.
- 2) The tenant may stay in the unit, if it is legal, but if the tenant stays and cannot use a portion of the unit because of damage, the rent may be reduced to reflect the reduced value of the unit.
- 3) If the tenant stays, and the landlord fails to diligently carry out the work to restore, the tenant may notify the landlord, in writing, within 14 days after the tenant becomes aware that the work is not being diligently carried out, of the tenant's intention to terminate the rental agreement and move out.

SUBLEASES (MUN. CODE CHL 5-12-120)

- The landlord must accept a reasonable subtenant offered by the tenant without charging additional fees.
- If the 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. 5-12-440 (h))

- If the tenant fails to pay rent on time, the landlord may charge a late fee of \$100 per month on rents under \$500.00 plus 5% per month on that part of the rent that exceeds \$500.00 (i.e., for a \$450.00 monthly rent the late fee is \$100.00, for a \$700.00 monthly rent the late fee is \$100.00 plus 5% of \$200 or \$200.00) (eff. 1-1-92)

WHAT HAPPENS IF A TENANT PAYS RENT LATE AFTER THE EXPIRATION OF THE TIME PERIOD SET FORTH IN A TERMINATION NOTICE? (MUN. CODE CHL 5-12-140 (h))

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

LANDLORD REMEDIES (MUN. CODE CHL 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 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 and repairs.

LOCKOUTS (MUN. CODE CHL 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 the locks, or remove the doors of a rental unit, or in any way, utility or water services, 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 CHL 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, abrogating services, bringing or threatening to bring an eviction action, or refusing to renew a lease agreement.

ATTORNEY'S FEES (MUN. CODE CHL 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 a 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, Hanky Washington Library, 5th floor, 400 S. State Street, 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.

RESIDENTIAL LANDLORD AND TENANT ORDINANCE
Rate of Interest on Security Deposits

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

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

- A landlord must give a tenant a receipt for a security deposit 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 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).

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, 2004, based on information from the City Comptroller's Office, the interest rate to be paid on security deposits is % . This rate is based upon the average of the rates of interest, as of December 31, 2003 of the following types of accounts at the commercial bank having its main branch located in the City of Chicago and having the largest total asset value: Passbook Savings; Insured Money Markets; and Six-month Certificates of Deposit (based on a deposit of \$1,000).

Security Deposit Interest Rate

Current Rate – January 1, 2006 through December 31, 2006	1.71%
Past Rate – January 1, 2005 through December 31, 2005	1.01%
Past Rate – January 1, 2004 through December 31, 2004	0.42%

For a copy of the complete Residential Landlord and Tenant Ordinance, go to <http://www.chicivolerk.com/legislation/codes/index.html> and click on Chapter 5-12—Residential Landlords and Tenants, or visit the Office of the City Clerk, room 107, City Hall, 121 N. LaSalle Street

For a copy of the Residential Landlord and Tenant Ordinance Summary call 311, or visit the City of Chicago Department of Housing at 318 S. Michigan Avenue.

SEE REVERSE SIDE FOR FULL RLTO SUMMARY

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HOLSTEN MANAGEMENT CORPORATION

LEASE RIDER #1

GUESTS/TRESPASSERS

Tenant assumes full responsibility for all guests in Tenant's apartment or townhome. In the event that any guest of tenant is deemed disruptive or undesirable to the building, its operations, reputation or security, Tenant, at the direction of the Owner or Managing Agent, shall demand that any guest immediately leave the apartment and vacate the premises (including any common area) of which the apartment forms a part. Landlord hereunder shall have the right to permanently bar any guest, licensee or invitee of Tenant, upon written demand. Any person remaining on the premises in contravention of this paragraph will be deemed a trespasser and subject to removal and arrest. In the event that Tenant fails to cooperate with Landlord's efforts to remove or bar any person, this Tenancy may be terminated for material non-compliance.

Tenant understands that he/she is fully responsible for the behavior of all guests, and other occupants, including children, and nothing in this Rider diminishes Tenant's responsibility under #9 Use of Premises, in the Chicago Apartment Lease, or Rider #3, Drug-free Housing.

Tenant's Signature

Property Manager's Signature

Date

Date

"This Rider has not been prepared or approved, either as to form or content, by the Illinois Housing Development Authority and the Authority assumes no responsibility for its content"

HOLSTEN MANAGEMENT CORPORATION

LEASE RIDER #2

APARTMENT ITEMS/ Additional Costs and Fines

The following items constitute an additional agreement to the lease dated _____ between Holsten Management Corp. and Tenant _____ for the premises located at _____

1) **APARTMENT ITEMS.** (Put a check mark (v) in the appropriate box.)

<u>APARTMENT ITEMS</u>	<u>PROPERTY OF OR PAID FOR BY TENANT(S)</u>	<u>PROPERTY OF OR PAID FOR BY LESSOR(S)</u>
STOVE		
REFRIGERATOR		
CARPETING		
VERTICAL BLINDS		
CLOSET ORGANIZER		
COOKING GAS		
APARTMENT ELECTRICITY		
APARTMENT WATER		
APARTMENT HEAT		
APARTMENT AIR CONDITIONING		

At lease end, Tenant is responsible for costs associated with any of the above items missing or damaged, or unpaid utilities as indicated above.

- 2) **FINES FOR RULES VIOLATIONS:** I have received and signed a copy of the Building Rules, and agree to the following fines for violations. Initial violation will result in a verbal warning to the leaseholder. Second offense will result in a written violation to the leaseholder. Third violation and all subsequent violations will be in writing with a \$25 fine due and payable by the Leaseholder on the 1st of the following month with the rent. A separate fine will be charged for each offense. I understand that it is a violation of the Building Rules to fail to pay fines. I also understand that violating the Building Rules, including, the failure to timely pay fines, can result in lease termination.
- 3) **APARTMENT LOCK/KEY AGREEMENT:** Replacement keys to the building entrance will cost \$35.00 and to the apartment will cost \$25.00 each. Lockout charges will be \$10.00 for office hours (8:00 a.m. to 3:00 p.m., Mon-Fri) and \$25.00 after 3:00 PM and all day on the weekends.
- 4) **RENT & SECURITY DEPOSIT PAYMENT:** First months rent and security deposit are to be paid by two separate checks or money orders made payable to Holsten Management Corporation. **NO CASH WILL BE ACCEPTED!** Rent is due and payable on the 1st and late after the 5th. Late charge is \$10 for the first \$500 of rent, and 5% of any rent due over \$500.00.
- 5) **TENANT'S PERSONAL PROPERTY:** Tenant(s) must get Renter's Insurance, if they want insurance coverage for their personal property. Damage to the tenants' belongings due to fire, flood, sewer backup, broken pipe, etc. is generally not the responsibility of Holsten Management Corp., and will not be reimbursed to tenant.

Accepted this _____ day of _____ 2007.

Tenant's Signature

Lessor's Signature

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HOLSTEN MANAGEMENT CORPORATION

LEASE RIDER - #3
LEASE ADDENDUM FOR DRUG-FREE HOUSING

The following are provisions of the Lease between **Holsten Management Corporation** ("Landlord") and _____ ("Tenant") for the following dwelling unit _____ . In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Tenant agree as follows:

1. Tenant, any member of the tenant's household or a guest shall not partake in any criminal activity, including drug-related criminal activity, on or off project premises. Any other person under the tenant's control shall not partake in any criminal activity, including drug-related criminal activity, on the project premises. "**Drug-related criminal activity**" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).
2. Tenant, any member of the tenant's household, or a guest **shall not engage in any act intended to facilitate criminal activity**, including drug-related criminal activity, on or off project premises. Any other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity on the project premises.
3. Tenant or member of the household **will not permit the dwelling unit to be used for, or to facilitate, criminal activity** including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest. Tenant will be responsible for all criminal activity regardless of whether tenant has actual knowledge of such activity.
4. Tenant or member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location whether on or off project premises or otherwise.
5. Tenant, any member of the tenant's household, or a guest **shall not engage in any acts of violence or threats of violence**, including, but not limited to, the unlawful discharge of firearms, on or off project premises. Any other person under the tenant's control shall not engage in any acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on the project premises.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material noncompliance with the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. This Lease Addendum is incorporated into the lease executed or renewed this day between Owner and Tenant.

Tenant's Signature

Property Manager's Signature

Date

Date

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