RESIDENTIAL LEASE

BASIC INFORMATION

Date:_____**Landlord**:_____

Tenant(s): The following individual(s) hereinafter referred to as "Tenant" are authorized to occupy the Premises.

_____

Landlord rents to Tenant the following described property (the "Premises"):

_____

together with the following items of personal property:

Range _____ **Refrigerator _____** **Washer/Dryer _____** **Garbage Disposal _____**
Dishwasher _____ **Blinds _____** **Garbage Can _____** **_____ _____**

on the terms and conditions stated below.

The person authorized to manage the premises is:
Name:_____
Address:_____
Phone: _____
The person authorized to act for and on behalf of the Owner for the purpose of service of process and receiving and receipting for notices and demands (if different from above) is:
Name:_____
Address:_____
Phone: _____

SUMMARY OF FEES, DEPOSITS AND RENT

Monthly Rent: $_____

Security Deposit: $_____ Additional Security Deposit for Pet: $_____

Nonrefundable Fees: Cleaning Fee: $_____ Dishonored Check: $_____ Pet Fee: $_____ Late Fees: $_____

Utility Cost Disclosure Statement (if applicable):

(a) Tenant is responsible for making direct payments to utility company for the cost of heating the Dwelling, which is primarily heated by ____ Natural gas ___ Electricity (check one).

(b) The utility company, _____ (name of utility company) has disclosed on _____ that the projected annual cost of energy used for primary heating is $_____ and the projected monthly cost for such energy is $_____ for each month in the following year.

SECTION 1: TERM

This Lease is for: **a fixed term [___] month-to-month [__] week-to-week [__] year-to-year [___]**.

1.1 Fixed Term. These provisions apply if the Lease is for a fixed term.

1.1.1 The term of this Lease shall be from _____and continue through_____ .

1.1.2 Extension. If, after the expiration or termination of this Lease, Tenant shall remain in possession of the Premises and continue to pay rent without any written agreement as to such possession, then Tenant shall be regarded as a Tenant from month-to-month. As a month-to-month Tenant, rental payments shall be payable in advance in an amount equivalent to the last month's rent paid under this Lease.

1.1.3 Return of Possess at Termination. Upon termination of this Lease, regardless of the cause, Tenant shall immediately return possession to Landlord and deliver all keys to the person authorized to manage the premises. Tenant agrees that if Tenant fails to return possession at the expiration of the lease, Landlord may deliver a written notice to Tenant demanding immediate

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possession of the Apartment. If Tenant, upon such notice, Tenant fails to return possession, Landlord may recover two times the monthly rent for each month Tenant holds over or Landlord's actual damages, whichever is greater. Such holdover rent shall be pro-rated per day.

1.2 Notice of Renewal or Nonrenewal of Lease.

1.2.1 Notice of Renewal of Lease. Landlord shall not require Tenant to renew this Lease more than ninety (90) days prior to the termination date of this Lease. If Landlord violates this paragraph, Tenant shall recover one month's rent or actual damages, whichever is greater.

1.2.2 Notice of Refusal to Renew Lease. Unless Landlord is exercising the remedies in subsection 7.1, Landlord shall notify Tenant in writing at least 30 days prior to the termination date of Landlord's intent not to renew this Lease. If Landlord violates this paragraph, tenant may remain in the premises for up to sixty (60) days after the date on which such required notice is given to the Tenant, regardless of the termination date stated in this Lease. During such occupancy, the terms and conditions of the tenancy shall be the same as the terms and conditions during the month of the tenancy immediately preceding the notice; provided, however, that if rent was waived or abated in the preceding month or months as part of this Lease, the rental amount during such sixty (60) day period shall be at the rate established on the last date that the full rent payment was made.

SECTION 2: OCCUPANCY

2.1 Possession. At the commencement of the term of this Lease, Landlord shall deliver possession of the Apartment to Tenant in a condition that complies with all applicable provisions of the Chicago Municipal Code. If Landlord fails to comply with this requirement, Tenant may pursue the remedies provided in Paragraph 8.6 below.

2.2 Application. The application for this Lease and all representations and promises contained herein are hereby made a part of this Lease. Tenant warrants that the information given by Tenant in the application is true and accurate. If such information is false, Landlord may pursue the remedies provided in Paragraphs ____ or ____ below.

2.3 Notice of Code Violations. Landlord agrees to provide to Tenant in writing at the time Tenant initially enters into this Lease or renewal thereof a list of any code violations which have been cited by the City of Chicago during the previous 12 months for the Apartment and common areas and a list of any code enforcement litigation or compliance board proceeding affecting the Apartment or common areas. The list shall include the case number of the litigation and/or the identification number of the compliance board proceedings and a listing of any code violations cited. If this is information is not provided by the Landlord, Tenant may pursue the remedies provided in Paragraph 8.1 of this Lease.

SECTION 3: RENTS, UTILITIES, AND OTHER CHARGES

3.1 Monthly Rent. Tenant shall pay to Landlord as rent the amount entered in the summary table per month. Rent shall be payable on the first day of each month in advance at:

_____

or at such other place as may hereafter be designated by Landlord.

_____

Landlord shall give Tenant a written rent receipt for rent paid whenever requested.

3.1.1 Rent checks shall be made payable to:_____

3.2. Notice of Utility Shut-Offs. Landlord agrees to provide to the Tenant in writing at the time the Tenant initially enters into this Lease and throughout the term of the Lease a copy of any notice of intent by the City of Chicago or any utility provider to terminate water, gas, electrical or other utility service to the Apartment or common areas. Landlord shall also disclose to Tenant the type of service to be terminated, the intended date of termination, and whether the termination will affect the Apartment, the common areas or both. If this information is not provided by Landlord, Tenant may pursue the remedies provided in Paragraph 8.1 of this Lease.

3.2 .1 Utilities. Utilities shall be paid as follows **(L= Landlord Pays T= Tenant Pays)**:

Electricity ____ Natural Gas ____ Water ____ Sewage ____ Garbage ____ Telephone ____ Cable _____

Unless otherwise agreed above, if the premises are individually metered, Tenant shall be responsible for payment to the utility supplier for the applicable charges for gas and electricity consumed by Tenant. Landlord shall furnish to and for the use of Tenant, fixtures on the premises for such purpose, hot and cold water, electricity in the common areas, and a reasonable amount of

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heat at reasonable hours at least as required by the Chicago Municipal Code. Between September 15 and June 1, Landlord shall supply sufficient heat to maintain temperature in the Apartment at 65 degrees between 7:30 am and 8:30 am, 69 degrees between 8:30 am and 10:30 pm and 63 degrees between 10:30 pm and 7:30 am. If Landlord fails to comply with this requirement, Tenant may pursue the remedies provided in Section 8 below.

3.2.2 Utility Cost Disclosure. Landlord shall disclose to Tenant at the time money or other valuable consideration is accepted in an application for an oral or written lease and in the Utility Cost Disclosure of this Lease that the cost of heating shall be the responsibility of the Tenant and the projected average monthly cost of utility service from 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 occupants, current or expected rates and normalized weather.

This Paragraph shall apply to apartments which are heated primarily by natural gas or electricity and in which utility service for heat is individually metered to each dwelling unit and Tenant is directly responsible to the utility company for paying cost of energy to supply heat. It does not apply when lease is being renewed and Tenant, during the previous term, had the obligation to directly pay the utility company for the utility service used for heating. See page 1 for Utility Cost Disclosure Statement.

3.2.3 The following utilities must be paid to the Landlord because they are provided to the property, but are billed to the Landlord:_____.
The charges for these utilities are billed to the Tenant by the Landlord on a ratio billing basis based on _____ number of occupied units or _____ total number of units _____ total number of bedrooms _____ number of bedrooms in occupied dwellings. The charges include only the cost of utilities as billed to the landlord.

3.3 Security Deposit.

3.3.1 Payment of Deposit. Tenant has paid Landlord a security deposit in the amount showing in the Lease Summary above. Landlord shall hold said deposit in a federally-insured interest bearing account in a bank, savings and loan association or other financial institution located in the State of Illinois. The security deposit and interest due thereon shall remain the property of the Tenant and shall not be commingled with the assets of the Landlord.

3.3.2 Receipt. Upon payment of security deposit, Landlord or Landlord's agent shall provide a signed receipt indicating the amount of the security deposit, the name of the person receiving it, and, if given to an agent, the name of the Landlord for whom such security deposit is received, the date on which it is received, and a description of the Apartment. If the Landlord or agent fails to provide said receipt, Landlord or agent shall immediately return to Tenant said security deposit.

3.3.3 Successor Owner. If the premises are sold, leased or transferred or otherwise disposed of by a Landlord who has received a security deposit from Tenant, the successor Landlord of the premises shall be liable to Tenant for the security deposit and interest due thereon. The Landlord shall remain jointly and severally liable with the successor Landlord to Tenant for the security deposit unless and until Landlord transfers security deposit to successor Landlord and provides notice in writing to Tenant of such transfer, specifying the name, business address and business telephone number of successor Landlord or his agent within 10 days of such transfer. The successor Landlord shall, within ten (10) days from the date of the transfer of the premises, notify Tenant in writing that the successor Landlord is now holding the security deposit. The notice shall contain the successor Landlord's name, business address, and telephone number of the successor Landlord's agent, if any.

3.3.4 Remedies. If the Landlord fails to comply with this paragraph, or with paragraphs 3.4 or 3.5 below, Tenant shall be awarded damages in the amount equal to two (2) times the security deposit, interest at five (5) percent, plus court costs and reasonable attorney's fees, in addition to any other damages to which the Tenant may be entitled.

3.4 Interest on Security Deposit or Prepaid Rent. Landlord shall pay interest to Tenant computed from the beginning date of the rental term at the rate of interest determined by the city comptroller and within thirty (30) days after the end of each twelve month rental period shall pay to the Tenant any such interest by cash or credit, to be applied to the rent due. See paragraph 3.3.4 above for remedies.

3.5 Return of Security Deposit. Landlord shall within 45 days after the date that Tenant vacated the Apartment, or within 7 days if Lease is terminated pursuant to Paragraph 8.2, return to Tenant the security deposit or any balance thereof and the required interest thereon; provided, however that Landlord may deduct from the security deposit and interest due thereon for the following:

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

(b) a reasonable amount necessary to repair any damage caused to the premises by Tenant or any person under Tenant's control or on the premises with Tenant's consent, reasonable wear and tear excluded.

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In case of such damage, Landlord shall deliver or mail to the last known address of Tenant within 30 days an itemized statement of the damages caused to the premises and the estimated cost for repairing or replacing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If estimated cost is given, Landlord shall furnish Tenant with copies of the paid receipts or a certification if the work was performed by Landlord's employees within 30 days from the date the statement showing the estimated cost was furnished to Tenant. See paragraph 3.3.4 above for remedies.

3.6 Upon occupying the unit Tenant shall receive a signed copy of the lease agreement, a move-in form for specifying existing damages to the dwelling unit. Tenant shall examine the premises and complete a move-in checklist. At the termination of the Rental Agreement, Tenant agrees to leave the dwelling unit and premises the same condition (excepting ordinary wear and tear) as at the inception of the Rental Agreement.

3.6. Late Fee. Rent is due in advance on the first day of each month without demand and a late charge in the amount shown in the summary table shall be imposed if rent is not received by the landlord by_____. If the rent is paid by mail, a late charge in the amount shown in the summary table shall be imposed if the rent is not mailed by_____.

3.7 Dishonored Check. Any dishonored check shall be subject to the same late charge plus $_____. This sum shall be in addition to any late fees for unpaid rent. If two dishonored checks are received, then the landlord will not accept any additional checks for rent. Rent will have to be paid by money order or cashier's check. Late charges and other fees are due in full when the rent is paid late.

3.6 Application of Payments. All payments may be applied to the Tenant's account in the following order: First to nonrefundable fees and late fees, then to security deposits, then to damages caused by tenant, then to past due rent and then to current rent.

SECTION 4: USE OF PREMISES

4.1 Tenant Use of Apartment. The Apartment shall be occupied by Tenant and those persons specifically listed in the Application for this Lease solely for residential purposes, except for incidental use in a trade or business, so long as such incidental use does not interfere with other tenants or substantially impede Landlord's ability to obtain fire or liability insurance or increase the cost thereof. The Tenant, members of the Tenant's family or other persons on the premises with Tenant's consent shall not perform or permit any practice that may damage the reputation of or otherwise be injurious to the premises or neighborhood, be illegal, or increase the cost of insurance on the premises.

4.2 Pets. Tenant shall maintain no pets on the Premises without the prior written consent of Landlord**.**

4.2.1 Approved Pets. Landlord has agreed to allow the following pets at the Premises:

_____

4.3 Rules and Regulations. Tenant shall not permit any acts to be done on the Premises in violation of any law or ordinance. In addition, Tenant shall comply with the rules and regulations and with any additional rules and regulations of which Tenant is hereafter given notice.

4.4 Extended Absence. Tenant shall notify Landlord in writing of any anticipated absence in excess of seven days.

4.5 Alterations. Tenant shall not make or permit any alteration to be made on the Premises without the prior written consent of Landlord.

4.6 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

4.6.1 Refrain from any use that would be reasonably offensive to Landlord, other Tenants, or owners or users of adjoining Premises or that would tend to create a nuisance or damage the reputation of the Premises.

4.6.2 Refrain from making any marks on or attaching any sign, insignia, air conditioner, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the Premises without the written consent of Landlord. No Alteration or addition shall be made by Tenant in or to the premises without prior written consent of Landlord Such consent shall not be withheld unreasonably and may be conditioned upon Tenant's agreeing to restore the premise to its former condition upon moving out. Any walls that the Tenant chooses to paint themselves must be approved in writing by the landlord prior to application of paint. If the walls are pre-approved to be painted by the landlord, the tenant must return the walls to the original paint color to a professional standard. All walls that are not re-painted to a professional standard in the original will be considered a breach of this lease agreement and the tenant will be responsible for the reasonable cost of returning the surface to it's original color.

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4.6.3 Refrain from maintaining any vehicle on the premises that has not been registered (included on the application) with the landlord. No more than _____ vehicles can be registered at any one time. If a garage is included, refrain from using the garage for any other purpose than storing cars and household items.

4.6.4 Smoking is: Not allowed _____ Allowed _____ Outside only_____

4.6.5 Refrain from conducting any commercial activity or services for compensation in or on the Premises without Landlord's prior written consent.

SECTION 5: REPAIRS AND MAINTENANCE

5.1 Landlord to Maintain. Landlord, at all times during the term hereof, shall maintain the premises in compliance with all applicable provisions of the Chicago Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.

5.2 Yard Care. Responsibility for Yard care: **Landlord** ____ **Tenant** ____

If Tenant is responsible for yard care, tenant shall maintain the Premises, including the yard, in at least as good a condition as the Premises were in at the commencement of this Rental Agreement. If there is a sprinkler system, Tenant shall use such system as is appropriate to keep the yard maintained consistent with the surrounding community.

5.2 Tenant's Upkeep. Tenant, at all times during the term hereof, shall (A) comply with all obligations imposed specifically upon tenants by provisions of the Chicago Municipal Code applicable to the Apartment; (B) keep that part of the premises occupied and used as safe as the conditions of the premises permits; (C) dispose of all ashes, rubbish, garbage and other waste from the Apartment in a clean and safe manner; (D) keep all plumbing fixtures in the Apartment or used by Tenant as clean as their condition permits; (E) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, in the premises; (F) not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person on the premises with Tenant's consent to do so; and (G) conduct, and require other persons on the premises with the Tenant's consent to conduct themselves in a manner that will not disturb the neighbor's peaceful enjoyment of the premises.

5.2.1 In the event of severe cold weather, Tenant shall take reasonable steps to prevent pipes from freezing including but not limited to maintaining adequate heat, covering any foundation vents and disconnecting exterior hoses. If Tenant fails use reasonable care to prevent pipes from freezing, Tenant shall be responsible for all costs to repair pipes due to freezing weather.

5.2.2 Tenant shall be responsible for testing any smoke alarm and carbon monoxide detector in accordance the instructions provided to Tenant and shall notify Landlord in writing of any deficiency which Tenant is unable to correct.

5.2.3 Tenant agrees to notify Landlord in writing promptly of all required repairs and consents to the entry of Landlord to make repairs requested in writing.

5.2.4 Prior to move out, Tenant shall clean interior and exterior of rental home to a professional quality level. Tenant shall be responsible for the actual costs cleaning. All nail or tack holes needed to be properly repaired.

SECTION 6: Assignment and Sublease

If Tenant terminates this Lease prior to its expiration date, except for cause authorized by this Lease, Landlord shall make a good faith effort to re-rent Tenant's Apartment at a fair rental, which shall be the rent charged for comparable apartments in the Building or in the same neighborhood. Landlord shall accept a reasonable sublease proposed by Tenant without an assessment of additional fees or charges. If Landlord succeeds in re-renting the Apartment at a fair rent, Tenant shall be liable for the amount by which the rent due from the date of premature termination to the end of the initial Lease exceeds the fair rental subsequently received by Landlord from the date of premature termination to the end of the initial lease. If Landlord make a good faith effort to re-rent the Apartment at a fair rental and is unsuccessful, Tenant shall be liable for the rent due for the period of the Lease. Tenant shall also be liable for the reasonable advertising costs incurred by Landlord in seeking to re-rent the Apartment.

SECTION 7: Landlord Remedies and Rights

7.1 Landlord shall have the remedies specified in this section for the following circumstances:

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7.1 .1Termination for Failure to Pay Rent. If all or any portion of the rent is unpaid when due and Tenant fails to pay unpaid rent within five (5) days after written notice by Landlord of an intention to terminate Lease if rent is not so paid, Landlord may terminate the Lease. Landlord may also maintain an action for rent and/or damages without terminating the Lease.

7.1.2 Termination for Breach of Lease. If there is a material non-compliance by Tenant with this Lease, Landlord may deliver written notice to Tenant specifying the acts and /or omissions constituting the breach and that the Lease will terminate upon a date not less than ten (10) days after receipt of notice, unless the breach is remedied by Tenant within that period of time. If the breach is not remedied within the 10-day period, the Lease shall terminate as provided in the notice.

7.1.3 Self-Help. If there is a material noncompliance with Paragraph 5.2 (other than (G) thereof), and Tenant fails to comply as promptly as conditions permit in case of emergency or in cases other than emergencies within 14 days of receipt of written notice by Landlord specifying the breach and requesting that Tenant remedy it within that period of time, Landlord may enter the Apartment and have the necessary work done in a manner required by law. Landlord shall be entitled to reimbursement from Tenant for the costs of repairs under this paragraph.

7.1.4 Damages and Injunctive Relief. If there is a material non-compliance by Tenant with this Lease, Landlord may recover damages and obtain injunctive relief. If Tenant's noncompliance is willful, Landlord may recover reasonable attorney's fees.

7.1.5 Disturbance of Others. If tenant violates paragraph 5.2(G) within 60 days after receipt of a written notice as provided in paragraph 7.1.2 above, Landlord may obtain injunctive relief against the conduct constituting the violation, or may terminate the Lease on ten (10) days' written notice to Tenant.

7.1.6 Rights Upon Termination. If this Lease is terminated, Landlord shall have a claim for possession and/or for rent.

7.2 Access.

7.2.1 Landlord's Right of Entry. Landlord reserves the right in accordance herewith to enter the Apartment and to permit its agents, employees and contractors such entry in order to inspect same, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or to exhibit the premises to prospective or actual purchasers, mortgagees, workmen, and contractors. Within 60 days prior to the expiration of the Lease the Landlord may exhibit the premises to prospective tenants.

7.2.2 Prior Notice. Except in case of emergency or for practical necessity where repairs or maintenance elsewhere in the Building unexpectedly require such access, entry shall be made only after 48 hours notice to Tenant and only during the period of 8:00 am to 8:00 pm Monday through Saturday or at any other time expressly requested by the Tenant. Notice of intent to enter shall be provided directly to each Apartment by mail, telephone, written notice to the Apartment, or by other reasonable means designed in good faith to provide notice to the Tenant. Landlord shall not abuse the right of access or use it to harass Tenant.

7.2.3 Emergencies. In cases of emergency or for practical necessity where repairs or maintenance elsewhere in the Building unexpectedly require such access, Landlord may enter the Apartment without notice or consent of the Tenant but shall give Tenant notice of such entry within two days of such entry.

7.2.4 Remedies. If Tenant refuses to allow lawful access, Landlord may obtain injunctive relief to compel access or terminate the Lease pursuant to Paragraph 7.1.2 . In either case, Landlord may recover damages and reasonable attorney's fees.

If Landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful, but which have the effect of harassing the Tenant, Tenant may obtain injunctive relief to prevent recurrence of the conduct or terminate the rental agreement pursuant to the notice provisions of Paragraph 8.1. In either case, Tenant may recover an amount equal to one month's rent or actual damages, whichever is greater.

7.3 Abandonment. Actual notice given to Landlord by Tenant indicating Tenant's intention not to return to the Apartment, 21 days' physical absence of Tenant (or one rental period where rental period is for less than one month) and Tenant has removed Tenant's personal property from the Apartment and rent for that period is unpaid, or 32 days' physical absence from the Apartment and rent for that period is unpaid shall be deemed to be an abandonment of the Apartment by the Tenant.

If Tenant abandons the Apartment, Landlord shall be obligated, as provided in Section 6 concerning re-renting the Apartment. If Tenant abandons the Apartment as described above or fails to remove personal property from the premises after termination of this Lease, Landlord shall leave the abandoned property in the Apartment or remove and store all abandoned property from the Apartment and may dispose of the property after seven (7) days. Notwithstanding the foregoing, if Landlord reasonably believes such abandoned property to be valueless or of such little value that the cost of storage would exceed the amount that would be realized from sale, or if such property is subject to spoilage, Landlord may immediately dispose of such property.

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SECTION8: Tenant Remedies

In addition to any remedies provided under federal law, Tenant shall have the remedies specified in this Section for the following circumstances:

8.1 Termination. If there is a material noncompliance by Landlord with this Lease which renders the premises not reasonably fit and habitable, Tenant may deliver a written notice to Landlord specifying the acts and/or omissions constituting the material noncompliance and specifying that the Lease will terminate on a date not less than 14 days after receipt of the notice by Landlord unless the material noncompliance is remedied within the time period specified in the notice. If the material noncompliance is not remedied within that time period specified in the notice, this Lease shall terminate and Tenant shall deliver possession of the premises to Landlord within 30 days after expiration of the time period specified in the notice. If possession is not so delivered, then Tenant's notice shall be deemed withdrawn and this Lease shall remain in full force and effect. If the Lease is terminated, Landlord shall return all prepaid rent, security and interest due pursuant to Paragraph 3.4 and 3.5 above.

8.2 Rent Withholding. If there is a material non-compliance by Landlord with the Lease, Tenant may notify Landlord in writing of Tenant's intention to withhold from the monthly rent an amount which reasonably reflects the reduced value of the premises due to the material noncompliance. If Landlord fails to correct the condition within 14 days after being notified by Tenant in writing, Tenant may, during the time such failure continues, deduct from the rent the stated amount.

8.3 Self-Help for Minor Defects. If there is a material non-compliance by Landlord with this Lease and the reasonable cost of compliance does not exceed the greater of $500.00 or one-half of the monthly rent, Tenant may recover damages fo the material noncompliance or may notify Landlord in writing of Tenant's intention to correct the condition at Landlord's expense. This paragraph 8.3 shall not be applicable if the reasonable cost of compliance exceeds one month's rent. If Landlord fails to correct the defect within 14 days after being notified by Tenant in writing or as promptly as conditions require in case of emergency, Tenant may have the work done in a workmanlike manner and in compliance with existing law and building regulations and, after submitting to Landlord a paid bill from an appropriate tradesman or supplier, deduct from the rent the amount thereof, not to exceed the limits specified by this paragraph and not to exceed the reasonable price then customarily charged for the work.

8.4 Damages and Injunctive Relief. If there is a material non-compliance by Landlord with this Lease, Tenant may recover damages by claim or defense and/or obtain injunctive relief.

8.5 Failure to Provide Essential Services. If there is a material non-compliance by Landlord with this Lease which constitutes an immediate danger to the health and safety of Tenant, or if, contrary to this Lease, Landlord fails to supply heat, running water, hot water, electricity, gas or plumbing, Tenant may give written notice to Landlord or agent's address listed on the first page of this Lease, or if no address is given, by mail to Landlord's last known address or by other reasonable means. After such notice, Tenant may, during the period of Landlord's noncompliance or failure:

8.5.1 Procure from the utility provider or obtain/repair utility facilities so as to provide reasonable amounts of heat, running water, hot water, electricity, gas or plumbing service, as the case may be, and upon presentation to Landlord of paid receipts, deduct their cost from the rent; or

8.5.2 Recover damages based on the reduction in the fair market value of the premises; or

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

In addition to the remedies set forth in paragraphs 8.5.1-8.5.3 above, Tenant may, after such notice and during the period of Landlord's noncompliance or failure:

8.5.4 Withhold from the monthly rent an amount that reasonably reflects the reduced value of the premises due to the material noncompliance or failure if Landlord fails to correct the condition within 24 hours after being notified by Tenant; provided, however, that no rent shall be withheld if the failure is due to the inability of the utility provider to provide service; or

8.5.5 Terminate this Lease by written notice to Landlord if the material noncompliance or failure persists for more than 72 hours after Tenant has notified Landlord of the noncompliance or failure, provided, however, that no termination shall be allowed if the failure is due to the inability of the utility provider to provide service; or

8.5.6 Exercise remedies provided in paragraph 8.2 or 8.3 if not proceeding under this paragraph 8.5**.**

8.6 Failure to Deliver Possession. If Landlord fails to deliver possession of the Apartment at the start of the term of the Lease as shown in the Lease summary or if Landlord delivers possession in a condition that fails to comply with the Landlord's duty to

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maintain as provided in Paragraph 5.1 above, rent for the Apartment shall abate until possession as required is delivered, and Tenant may:

8.6.1 Terminate the Lease upon written notice to Landlord at which time the Landlord shall return all prepaid rent and security; or

8.6.2 Demand performance of the terms of the Lease, and if necessary, initiate a legal action for possession of the premises against Landlord or any person in wrongful possession of the premises. Tenant shall also recover damages sustained.

8.7 Exceptions. Tenant may not exercise the remedies under this Section 8 or paragraph 7.5 above if the condition was caused by the deliberate or negligent act or omission of Tenant, a member of Tenant's family, or other person on the premises with Tenant's consent. Before correcting a condition affecting facilities shared by one or more Apartments, Tenant shall notify all other tenants affected and shall cause the work to be done so as to create the least practical inconvenience to the other tenants.

SECTION 9: MISCELLANEOUS

9.1 Nonwaiver/Severance/headings. Waiver by either party of strict performance of any provision of this Lease, including acceptance by Landlord of late payment of rent, shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provisions. If any portion of this Lease is ruled unenforceable by any court, all other portions of the Lease remain in full force and effect. The headings or captions of sections, subsections or paragraphs are for identification purposes only and do not limit or construe the contents of the sections, subsections or paragraphs.

9.2 Attorney Fees. Except in cases of forcible entry and detainer actions, the prevailing plaintiff in any action arising out of Landlord's or Tenant's application of the rights or remedies made available in subsection 1.1.3, subsection 1.2, section 2, subsections 3.2-3.5, subsection 5.1-5.2, sections 6 - 8, subsections 9.7- 9.14 or in the Chicago Residential Landlord and Tenant Ordinance, Chicago Municipal Code, Ch. 5-12, et. Seq. shall be entitled to all court costs and reasonable attorney's fees; provided, however, that nothing herein shall be deemed or interpreted as precluding the awarding of attorney's fees in forcible entry and detainer actions in accordance with applicable law or as expressly provided in this Lease.

9.3 Notices. Notices required by this Lease may be delivered by personal delivery, leaving with a person 13 years of age or older in possession of the premises or certified/registered mail with return receipt from addressee.

9.4 Renter's Insurance. _____ If checked, Landlord requires that Tenant have renter's insurance that is a combination multi-peril policy containing fire, miscellaneous property and personal liability coverage including insuring personal property located in residential units not occupied by the Landlord. Tenant has the right to obtain a separate policy from the landlord's policy for renter's insurance. If Tenant elects to obtain a separate policy, Tenant shall submit to Landlord written proof of such insurance coverage and shall maintain such coverage at all times during the term of the Rental Agreement. Tenant further agrees that except for instances of failure to maintain or repair the Apartment and the Buildings as required in paragraph 5.1or elsewhere hereunder, or the negligent or willful misconduct of Landlord, its agents or employees, Landlord, its agents and employees shall not be liable for any damage to the person or property of Tenant.

9.5 Prior Agreements. This document is the entire, final, and complete agreement of the parties pertaining to the Lease and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Lease or the Leased Premises are concerned (save and except for the application, if any, and move-in checklist recited in this Lease).

9.6 Modification. No modification of this Lease shall be valid unless in writing and signed by the parties hereto.

9.7 Persons Authorized to Act on Behalf Of Landlord. The person(s) listed on the first page of this Lease is authorized by Landlord to manage the premises and is authorized to act on behalf of the Landlord for the purpose of service of process and for the purpose of receiving notices and demands. If that information is not provided, the person who signs this Lease on behalf of the Landlord becomes an agent of Landlord for service of process and receiving notices and demands, and for performing obligations of the Landlord under this Lease and under the Chicago Municipal Code. This information is required to be furnished by this Paragraph shall be kept current. The terms of this Paragraph extend to and are enforceable against any successor Landlord, owner or manager. If the information required in this Paragraph is not provided, Tenant may terminate this Lease as provided in the notice provisions of Paragraph 8.1above. If Landlord fails to comply, Tenant shall recover one month's rent or actual damages, whichever is greater.

9.8 Fire and Casualty.

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9.8.1 Tenant Remedies. If the Apartment or common areas of the Buildings are damaged or destroyed by fire or casualty to an extent that the Apartment is in material non-compliance with this Lease or with applicable provisions of the Chicago Municipal Code, Tenant may:

9.8.1(a) Immediately vacate the premises and notify Landlord in writing within 14 days thereafter of Tenant's termination of the Lease, in which case this Lease terminates as of the date of the fire or casualty; or

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

9.8.1(c) If continued occupancy is lawful, vacate any part of the Apartment rendered unusable by the fire or casualty, in which case Tenant's liability for rent is reduced in proportion to the reduction in fair rental value of the Apartment; or

9.8.2 Return of Security Deposit. If this Lease is terminated under this sub-section 9.8, Landlord shall return all security and prepaid rent within 7 days after the date that Tenant provides notice of termination of tenancy. Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or casualty.

9.9 Waiver of Landlord's Right to Terminate Lease. Acceptance of rent with knowledge of a default in the payment of rent by Tenant constitutes a waiver of Landlord's right to terminate this Lease for that Breach.

9.10 Retaliatory Conduct By Landlord Prohibited.

9.10.1 Protected Activities. Landlord may not knowingly terminate this Lease, increase rent, decrease services, bring or threaten to bring a lawsuit against Tenant for possession or refuse to renew this Lease because the Tenant has in good faith: (a) complained of code violations applicable to the premises to a government agency, elected representative, public official charged with responsibility for code enforcement, a community organization, or the news media; (b) sought assistance of a community organization or news media to remedy a code violation or illegal Landlord practice; (c) requested Landlord to make repairs as required by law or this Lease; (d) became a member of a tenant's union or similar organization; (e) testified in a court or administrative proceeding about the condition of the premises; or (f) exercised any right or remedy provided by law.

9.10.2 Remedies. If Landlord acts in violation of paragraph 9.10.1, Tenant has a defense in any retaliatory action against Tenant for possession and is entitled to the following remedies:

9.10.2(a) Recovery of possession of the Apartment and award of damages of not more than two (2) months' rent or twice the damages sustained, whichever is greater and reasonable attorney's fees; or

9.10.2(b) Termination of this Lease, an award of damages of not more than two (2) months' rent or twice the damages sustained, whichever is greater, reasonable attorney's fees, return of all security and interest due under paragraphs 3.4 and 3.5 above, and all prepaid rent.

Landlord and Tenant agree that if there is evidence of Tenant conduct protected herein within one year prior to the alleged act of retaliation, it shall be presumed that Landlord's conduct was retaliatory. This rebuttable assumption shall not arise if the protected Tenant activity was initiated after the alleged act of retaliation.

9.11 Unlawful Interruption of Tenancy by Landlord Prohibitied.

9.11.1 Lockouts Prohibited. Landlord or any person acting at Landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess Tenant from the Apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the Apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating of appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to Tenant's person or property, or by any act rendering the Apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

9.11.2 Landlord Actions. The provisions of paragraph 9.11.1 shall not apply where (a) Landlord acts in compliance with the laws of the state of Illinois pertaining to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict Tenant and Tenant's property; or (b) Landlord acts in compliance with the laws of the state of Illinois pertaining to distress for rent; or (c) Landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law or subsection 7.2 above; or (d) Tenant has abandoned the Apartment as defined in paragraph 7.3 above.

9.11.3 Tenant Remedies. If Tenant in a civil proceeding against Landlord established that a violation of this subsection 9.11 has occurred, Tenant shall be entitled to recover possession of the Apartment or personal property and shall recover an amount

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equal to not more than two (2) months' rent or twice the actual damages sustained, whichever is greater. Tenant may pursue any civil remedy for a violation of this subsection 9.11 regardless of whether a fine has been entered against the Landlord pursuant to Chicago Municipal Code.

9.12 Rules and Regulations. Any rules and regulations adopted by Landlord and included as an addendum to this Lease are a part of this Lease. Tenant agrees to follow such rules and regulations and Landlord agrees to fairly enforce and follow them. Any rules and regulations adopted after Tenant enters into this Lease that substantially modifies the Tenant's obligations hereunder is not enforceable unless Tenant consents in writing.

9.13 Building Security. Landlord shall provide proper security to the Apartment and building in accordance with the Chicago Residential Building Security Ordinance. Proper security includes: deadbolt locks on front and rear apartment doors, peephole on front apartment door, deadlatch on building entrance door, locks on all windows within 20 feet of the ground or within 10 feet of an exterior porch, stairway or fire escape. Windows within these height limits must also be equipped with a ventilation lock allowing the window to be locked in a partially open position.

9.14 Summary of Landlord Tenant Ordinance. Landlord shall attach to this Lease a summary of the Chicago Residential Landlord and Teannt Ordinance as prepared by the Commissioner of the Department of Housing when this Lease is initially offered to Tenant and on renewal thereof. If Landlord fails to comply with this requirement, Tenant may terminate this Lease by written notice to Landlord specifying a termination date no later than 30 days from the date of notice. Tenant shall also be entitled to an award of $100.00 in damages plus reasonable attorney fees if Tenant establishes in a civil legal proceeding against Landlord that a violation of this paragraph has occurred.

SECTION 10: RECEIPT OF DOCUMENTS

Tenant acknowledges receipt of a copy of this Lease and the rules and regulations.

Addendums and documents made a part of this Lease and agreed to by Landlord and Tenant

The following addendums and documents are made a part of this agreement (Check all that apply)

Application _____ Check-in Accounting _____ Smoke Detector Acceptance _____

Co-Signer Agreement _____ Rules and Regulations _____ Notice to Residents _____

Pet Agreement _____ Addendum _____ Lead-Based Paint Disclosure _____

Other: _____
(Description)

The parties have executed this Residential Lease on the date first written above, which is its effective date.

(_____) Tenants' Initials acknowledge that a Summary of Landlord-Tenant Ordinance has been attached to this Lease.

NOTE: ALL BLANKS MUST BE FILLED IN PRIOR TO EXECUTION.

_____
Landlord **Date**

_____ _____
Tenant **Date** **Tenant** **Date**

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