

CHICAGO APARTMENT LEASE



Tenant: Name _____
 Apartment Address: XXXX Address #Unit, Chicago IL. 606XX
 Lease Date: XX/XX/XX
 Beginning Date: XX/XX/XX Ending Date: XX/XX/XX
 Monthly Rent: \$XXX.XX Security Deposit: NONE
 Administrative Fee: \$XXX.XX Pet Fee: \$XX.XX

their knowledge that the information they have provided is true and accurate.
 Lessor _____ Date _____ Agent _____ Date _____
 Tenant _____ Date _____ Tenant _____ Date _____

Heating Cost Disclosure
 The cost of heating is the responsibility of the X Tenant Lessor. The average monthly cost of utility service projected by the utility providing the primary source of heat in accordance with the requirements of applicable ordinances is \$XX.XX

Guarantee
 On _____, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and the performance by Tenant, Tenant's heirs, executors, administrators, successors or assigns of all covenants and agreements of this Lease.
 Guarantor _____ (Seal)
 Guarantor _____ (Seal)
 Guarantor _____ (Seal)

Owner/Agent Disclosure
 Management Agent for ICM Properties, Inc.
 Owner ("Lessor"): 1438 W. Belmont Ave.
 name, address & Chicago, Illinois 60657
 phone number of Phone: 773-549-5443
 management agent authorized Fax: 773-549-7494
 to receive notices,
 demands and
 service of process.

Tenant(s): _____ (Seal)
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

If more than one, then jointly and severally

Lessor: ICM Properties, Inc. By: _____
 A. Winick, its Vice-President

Lead warning statement
 Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.
Lessor's disclosure (initial)

- _____(a) Presence of lead-based paint and/or lead based paint hazards (check one below):
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
 Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
 _____ (b) Records and Reports available to the lessor (check one below)
 Lessor has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below): _____
 Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's acknowledgement (initial)
 _____ (c) Tenant has received copies of all information listed above.
 _____ (d) Tenant has received the pamphlet *Protect Your Family From Lead in Your Home*.

Agent's Acknowledgement (initial) _____
 _____ (e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy
 The following parties have reviewed the information above and certify to the best of

1. Application. Tenant covenants that all representations made in the Application for this Lease are incorporated into this Lease and made a part of it. Tenant covenants that all information contained in the Application is true and that this information was given as an inducement for Lessor to enter into this Lease, and therefore constitutes a material covenant.

2. Tenant Inspection Prior to Occupancy: Building Code Violations. Tenant has inspected the Apartment and all common areas of the property to which Tenant has lawful access during the Lease Term, and is satisfied with their general condition and appearance. Tenant acknowledges that there have been no representations, promises or other undertakings by Lessor, or any agent of Lessor, made to induce Tenant to enter into this Lease, except those expressly made in writing, relative to the repairs, decorating, additions to, or removal of any portion of the Apartment or of the property. Tenant further acknowledges that attached hereto is a list of any Code violations which have been cited by the City of Chicago during the previous twelve months for the Apartment and the common areas; and copies, if any, of notices received from the City of Chicago during the twelve months prior to the date hereof concerning the pendency of any Code enforcement litigation or compliance board hearings pursuant to Chapter 13-8-070 of the Municipal Code affecting the Apartment or the common areas; and copies of notices of intent from any utility provider regarding termination of utility services.

3. The Rent. Tenant shall pay the Monthly Rent to Lessor or Lessor's agent on the first day of each month in advance at the Lessor's address stated opposite (or at such other address as Lessor may designate in writing).

4. Late Fee. A Late Payment Fee of \$10.00, plus 5% of the amount by which the Monthly Rent exceeds \$500 will automatically be due and payable, if the Monthly Rent is exceeded by Lessor after the fifth day of the month for which it is due.

5. Returned Bank Items. If any check or other bank instrument tendered for payment of any tenant obligation hereunder is returned for insufficient funds, Tenant shall pay Lessor a \$35 fee as additional rent. Lessor shall further have the right to demand that any such returned item be replaced by a cashier's check or money order. If Tenant tenders more than two checks or bank drafts during the term of this Lease which are returned for insufficient funds, Lessor shall have the right to demand that all future obligations hereunder be paid by cashier's check or money order.

6. Possession. Lessor shall deliver possession of the Apartment to Tenant on the Beginning Date of the Lease. If Lessor is unable to deliver possession to Tenant on such date, this Lease shall remain in full force and effect except that the Monthly Rent shall be abated pro rata until possession is delivered, unless Tenant elects to maintain an action for possession of the Apartment or, upon written notice to Lessor, elects to terminate this Lease.

7A. Security Deposit. Landlord has not requested that Tenant deposit, or otherwise pay, a Security deposit or other funds to insure Tenant's payment and performance of its obligation under this Lease. The Security Deposit interest rate set by the City Comptroller from January 1, 2010 through December 31, 2010 is 0.073%, from January 1, 2009 through December 31, 2009 is 0.12%, from January 1, 2008 through December 31, 2008 is 1.26%, and from January 1, 2007 through December 31, 2007 is 1.68%

7B. Non-Refundable Administrative Fee. Concurrently with the execution of this Lease, Tenant has paid the non-refundable Administrative fee to Lessor to defer

Additional Agreements: PENDING LESSOR APPROVAL:

No Dogs Allowed *\$35.00 charge for all returned checks, plus a late fee if replacement is not received by the fifth of the month *\$50.00 charge for each broken window *Tenants allowed to Paint * Apartment is rented "as is" *Gas 866-556-6001 *Electric 800-334-7661 *Phone 800-244-4444 * Allow 30 days after lease beginning date for work completion *Maintenance hotline 773-549-5632 *Tenant is responsible for maintaining smoke detector(s) & carbon monoxide detector and its battery(s) *Tenant must bring garbage to the back of the building *Tenant acknowledges receiving Lead Disclosure Statement and pamphlet, and the Chicago residential Landlord and Tenant Ordinance Summary
 *Lease addendum is part of lease. **All Administrative Fees and Pet Fees are non-refundable.**

NO CASH ACCEPTED

Lessor's expenses relating to the administration and processing of this Lease. The non-refundable Administrative Fee cannot be applied towards Tenant's obligation to pay rent or other amounts due under this lease. The Administrative Fee is deemed to be fully earned by Lessor upon execution of this Lease and will not be returned or refunded to Tenant for any reason after the Lease is signed.

8. Use of Apartment. The Apartment shall be occupied exclusively for residential purposes by Tenant and the other persons specifically listed in the Application and any children which may be born to or in the legal custody of Tenant during the Lease term. Unless agreed to in writing by the Lessor, no person not listed in the Application may occupy the Apartment for more than a single two week period, during any single year of the Lease term. Neither Tenant nor any person in legal occupancy of the Apartment with the Tenant shall perform nor permit any practice which could cause damage to the reputation of the building or Lessor, be injurious thereto, illegal, immoral, or increase the rate of insurance on the property. At no time during the Term of this Lease shall more persons reside in the Apartment than would be permitted by the applicable building and/or zoning codes for the City of Chicago.

9. Tenant Maintenance Obligations. Tenant shall maintain the Apartment in a clean, presentable and safe condition at all times and in accordance with all health, safety and building code regulations. At the termination of this Lease and upon surrender of the Apartment, all fixtures, appliances and personal property of Lessor shall be in the same condition as they were on the Beginning Date, normal wear and tear excepted. Lessor may at its sole option use all or part of the Security Deposit to repair and/or replace any damage to Lessor's property caused either directly by Tenant or by Tenant's negligence.

10. Sublease and Assignment. Tenant shall neither sublease nor assign this Lease without the prior written consent of the Lessor, which shall not be unreasonably withheld. If Lessor consents to a sublease or assignment, Lessor may require Tenant to enter a formal written sublease or assignment agreement. Any sublease or assignment of this Lease shall not release Tenant from the Tenant's obligation hereunder, until:

- a. The Ending Date of this Lease, and
- b. The full, specific performance and satisfaction of each and every agreement, covenant and obligation hereunder.

Tenant shall be liable for any monetary and non-monetary breaches of this Lease caused by Tenant's subtenant or assignee.

11. No Alterations. Tenant shall not make or cause to be made any alteration or addition to the Apartment, without the prior written consent of the Lessor, and shall under no circumstances install any additional lock or security device to the Apartment or the property which could impair Lessor's access.

12. Right of Access to Make Repairs. Lessor shall have access to the Apartment to make necessary repairs with reasonable notice, no less than 2 days. In the case of emergency repairs where failure to make same could cause damage or destruction to the property or injury to any occupant, or where entry must be obtained by practical necessity, where repairs or maintenance elsewhere in the building unexpectedly require such access, Lessor shall have immediate right of entry.

13. Right of Access to Show Apartment to Prospective Tenants and Purchasers. Lessor shall have the right to show the Apartment to all prospective Tenants and purchasers, and any of Lessor's other invitees, in accordance with local statutes and/or ordinances. Tenant shall be liable for any damages caused to Lessor for failure to cooperate under this provision. Tenant shall not interfere with Lessor's efforts to lease the Apartment or sell the property, and Tenant shall be liable for any damages caused by breach of this provision.

14. Holding Over. Tenant shall be liable for double the Monthly Rent in the event that Tenant retains possession of all or any part of the Apartment after the Ending Date of this Lease, and Lessor may at its sole option, upon written notice to Tenant, create a month to month tenancy between Lessor and Tenant under the same terms and conditions of this Lease, except that Tenant shall be liable for all damages sustained by Lessor arising from Tenant's failure to vacate the Apartment.

15. Heat and Water. If heat is included in the Monthly Rent, Lessor will provide heat at no additional cost to the Tenant during the winter months, at a level prescribed by statute or local ordinance. Water in reasonable quantities, strictly for residential use, is included in the Monthly Rent.

16. Damages and Negligence. Tenant shall be liable for any damage done to the premises as a result of Tenant's direct action, negligence or failure to inform Lessor of repairs necessary to prevent damage to the Apartment.

17. Abandonment. The Apartment shall be deemed abandoned when the criteria set forth in the Chicago Residential Landlord/Tenant Ordinance have been met, and Lessor shall have the right to re-let the Apartment and dispose of Tenant's possessions in the manner prescribed by law.

18. Notices. Any legal notice or demand may be served by tendering it to any person thirteen years old or older residing on or in possession of the Apartment; or by certified mail addressed to the Tenant, return receipt requested; or by posting it upon the Apartment door, if no authorized person under the Lease is in possession of the Apartment.

19. Damage or Destruction. If the Apartment or any part of the property is destroyed or damaged to an extent that makes the Apartment uninhabitable, this Lease may be terminated in accordance with applicable statutes or ordinances. In such an event, Lessor does not undertake any covenant to repair or restore the Apartment to a habitable condition.

20. Tenant's Personal Property. Except as provided by applicable law, Lessor shall not be responsible for the loss of any of the Tenant's personal property in the Apartment or any part of the building. At Tenant's cost, Tenant shall obtain renter's or other sufficient insurance to cover all liabilities, claims, damages, losses or judgments arising out of, relating to the Apartment, Tenant's liability with respect thereto and any loss or damage to property in connection therewith, including any damage to personal property, appliances or other improvements or theft.

21. Lessor's Title. Tenant shall commit no act which could in any way encumber Lessor's title to the property of which the Apartment forms a part. In the event that Tenant does create any encumbrance against the title, it shall be cured within five days after demand by Lessor. Any encumbrance created by Tenant shall constitute a material breach of this Lease. Tenant shall be liable to Lessor for all costs, damages and legal fees incurred as a result of any breach of this provision, to the extent permitted by statute or local ordinance or, in the absence thereof, as incurred by Lessor.

22. Legal Expenses. Tenant shall be liable for all legal fees and costs incurred by Lessor as a result of Lessor's efforts to enforce any provision of this Lease, to the extent permitted by court rules, statute or local ordinance or, in the absence thereof, as incurred by Lessor.

23. Litigation Escrow. Except in the event of a lawsuit arising out of tenant's tenancy of the apartment, in the event that Tenant withholds rent in excess of that allowed by statutes or local ordinance, and Lessor institutes a lawsuit in Forcible Entry and Detainer to regain possession of the Apartment, or in contract to enforce any provision of this Lease, Tenant shall place such excess rent with the Clerk of Circuit Court, pending disposition of the lawsuit.

24. Surrender of Possession. Tenant shall surrender possession of the Apartment and return the keys to the Lessor or Lessor's agent, immediately upon expiration of this Lease, or upon termination due to Tenant's breach.

25. Subordination of Lease/Estoppel. This Lease is subordinate to all mortgages upon the property of which the Apartment forms a part, either in place at the time of Lease execution, or which may be placed upon the property at any time during the term of this Lease. Tenant shall execute any estoppel letter required by any mortgage lender or purchaser of the property, relative to the affirmation of Tenant's Lease status.

26. Eminent Domain. If all or part of the Apartment or the property of which the Apartment forms a part is condemned, expropriated or otherwise regulated by any governmental authority in a manner which would prevent lawful occupancy, this Lease shall be terminated.

27. Heirs and Assigns. All of the promises, covenants and agreements and conditions contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Lessor and Tenant.

28. Acceptance of Rent after Tenant Breach. Rent accepted by Lessor after Tenant fails to comply with any of its obligations under this Lease, and fails to cure such failure within any applicable cure period, will be retained for use and occupancy of the Apartment and shall not serve to extinguish Lessor's rights or remedies hereunto relative to any lawsuit that may be filed or in progress at the time of the Tenant breach.

29. Time of the Essence. Time is of the essence for the payment of rent and the performance of each and every covenant, term, agreement and condition of this Lease, and Tenant shall be held in strict compliance with same.

30. Severability. In the event that any provision, paragraph, rule or covenant contained in this Lease is deemed invalid or unenforceable, all remaining portions of this Lease shall survive and be construed in their entirety.

31. Lessor's Remedies. All rights and remedies granted to Lessor hereunder shall be deemed distinct, separate and cumulative and the exercise of one or more thereof shall not waive, extinguish or preclude the exercise of any other right or remedy, unless same is specifically prohibited by court rules, statute or local ordinance. Tenant shall be required to comply strictly with all provisions, covenants and agreements hereunder, and no waiver shall be implied from Lessor's failure to exercise any of its rights or remedies.

32. No Additional Energy Draining Devices. Tenant is prohibited from installing any appliance or device to draw electricity, gas, or any other form of energy from any part of the property other than the Apartment. Tenant shall further not install any devices which are not deemed ordinary household appliances or fixtures.

33. Storage. Tenant shall not be entitled to storage space outside the Apartment.

34. Joint and Several Liability. All persons executing this Lease shall be jointly and severally liable for the performance of each and every agreement, covenant and obligation hereunder.

RULES AND REGULATIONS

1. No animals are permitted, cats excepted, in the property of the Apartment without Lessor's prior written consent, which consent is deemed a license revocable with 10 days written notice by Lessor. The maximum number of cats allowed in an apartment is two (2).
2. Entry ways, passages, public halls and common areas may not be obstructed in any way, and may not be used for recreation, congregation or play, or in any manner that might endanger any occupant, invitee or licensee of the building.
3. All deliveries, except for small packages and mail, must be made through the rear or service entrance, or a special entrance designated for special deliveries.
4. Tenant shall not permit anything to be thrown out of the windows or from the balconies of the building.
5. No vehicle or bicycle is allowed in the Apartment, building or any common area of the property, unless there is a specific area designated for same.
6. Incinerators and waste receptacles shall be used in accordance with posted signs, and all items placed therein shall be neatly packaged and deposited. No explosive device or any parcel or item shall be deposited therein which could cause danger.
7. No sign or advertisement shall be placed in, around or upon any area of the Apartment or building without prior written consent of the Lessor, which consent shall constitute a license revocable immediately upon written notice of the Lessor.
8. No items of personal property shall be placed in, around or upon any common area of the building.
9. No noise or other sound is permitted which disturbs the other occupants from quiet enjoyment of their apartment or common areas of the property.
10. No cooking, baking or similar activity is permitted outside the kitchen area.
11. No vertical or horizontal projection, machinery, device or receiver of any type, including satellite dishes, shall be attached in, around or upon any part of the Apartment or the property without Lessor's written consent.
12. No unsightly or unsanitary practice which could undermine the sanitation, health or appearance of the building interior or exterior shall be permitted.
13. No activity carried on within the Apartment will be permitted which threatens the health, safety or property of any building occupant, or of Lessor.
14. Plumbing and electrical facilities in the Apartment shall be maintained diligently and neatly at all times.
15. The use of water furniture is prohibited, and no barbecue grills are allowed in the Apartment or on any balcony, or in any common area of the building.
16. If the building is served by an elevator, Tenant must reserve move-in and move-out times in accordance with Lessor's policies.
17. All stairway porches and balconies are for ingress and egress only.
18. These Rules and Regulations are not exhaustive and may be supplemented or modified from time to time upon written notice to Tenant.

SAMPLE LEASE

KEEP FOR YOU RECORDS

RIDER TO CHICAGO APARTMENT LEASE

This Rider and the Chicago Apartment Lease ("Lease") to which it is attached shall constitute one agreement. If the terms and conditions of this Rider conflict in any way with the terms and conditions of the Lease, the terms and conditions of this Rider shall control.

City of Chicago - 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 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, 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 100lbs 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 rented 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 guests must comply with all obligations imposed specifically upon tenants by the Municipal Code, including:

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

Landlord's rights of access (Mun. Code ch. 5-12-050)

- A tenant shall permit reasonable access to a landlord upon receiving 2 days notice by mail, telephone, written notice or other means designed in good faith to provide notice.
- A general notice to all affected tenants may be given in the event repair work on common areas or other units may require such access.
- In the event of an emergency or where repairs elsewhere unexpectedly require access, the landlord must provide notice within 2 days after entry.

Security deposits and prepaid rent (Mun. Code ch. 5-12-080)

A landlord must give a tenant a receipt for a security deposit including the owner's or manager's name, the date it was received and a description of the dwelling unit. The receipt must be signed by the person accepting the security deposit.

- A landlord must pay interest each year on security deposits and prepaid rent (eff. 1-1-92) held more than six months.
- The rate of interest a landlord must pay is set each year by the City Comptroller. (eff. 7-1-97)
- Before expenses for damages can be deducted from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within 30 days of the date the tenant vacates the dwelling unit.
- A landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within 45 days from the date the tenant vacates the unit.
- In the event of fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and money for damages, within 7 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. 5-12-090)
- 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 shut-offs to the building during the entire occupancy. (Mun. Code ch. 5-12-100)
- To maintain the property in compliance with all applicable provisions of the Municipal Code. (Mun. Code ch. 5-12-070)
- To not require a tenant to renew an agreement more than 90 days before the existing agreement terminates. (eff. 1-1-92) (Mun. Code ch. 5-12-130(j))
- To provide a tenant with at least 30 days written notice if the rental agreement will not be renewed. If the landlord fails to give the required written notice, the tenant may remain in the dwelling unit for 60 days under the same terms and conditions as the last month of the existing agreement. (eff. 1-2-92) (Mun. Code ch. 5-12-130(i))
- To not enforce prohibited lease provisions. (Mun. Code ch. 5-12-140)

Tenant Remedies (Mun. Code ch. 5-12-110)

Minor Defects

- If the landlord fails to maintain the property in compliance with the Code and the tenant or the tenant's family or guests are not responsible for the failure, the tenant may:
 - 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 15th day until repairs are made; OR
 - 2) Request in writing that the landlord make repairs with 14 days and if the landlord fails to do so the tenant may have the repairs made and deduct up to \$500 or ½ 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 immediately terminate the lease. Tenant must deliver possession and move out in 30 days or tenant's notice is considered withdrawn. (eff. 1-1-92)

Failure to provide essential services (heat, running or hot water, electricity, gas or plumbing) (MUN. CODE CH. 5-12-110 (F))

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

- 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 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 the monthly rent an amount that reasonably reflects the reduced value of its premises. Rent withholding cannot start until after the 24 hours expires and applies only to days past the 24-hour waiting period; OR (eff. 1-1-92)
- 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 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 of 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 \$500.00 plus 5% per month late fee on that part of the rent that exceeds \$500.00. (i.e., for a \$450.00 monthly rent the late fee is \$10.00, for a \$700.00 monthly rent the late fee is \$10.00 plus 5% of \$200 or \$20.00 total). (eff. 1-1-92)

What happens if a tenant pays rent due after the expiration of the time period set forth in a termination notice? (Mun. Code CH. 5-12-140 (h))

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

Landlord remedies (Mun. Code ch. 5-12-130)

This section applies to every residential 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.
- 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.

Lockouts (Mun. Code ch. 5-12-160)

- It is ILLEGAL for a landlord to lock out a tenant, or change the locks, or remove the doors of a rental unit, or to cut off heat, utility or water service, or to do anything which interferes with the tenant's use of the apartment.
- All lockouts are illegal and the Police Department is responsible for enforcement against such illegal activity (eff. 1-1-92)
- 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

Addendum to Apartment Lease

1. Only the occupants stated in this lease are to reside in the apartment. Additional occupants not stated in this lease without written consent of Lessor will cause this lease to null and void at Lessor's discretion.
2. Tenant (s) must give Lessor 60 days written notice before the expiration of this lease if the intention of the Tenant(s) is to renew.
3. Rent payments must be made in the form of a personal check, money order, cashier's check, direct debit or through online payment. **Tenant(s) must write address and unit number on rent payment.** No cash is accepted. Rent may be mailed or hand delivered to ICM Properties, Inc. c/o The UPS Store. 1341 W. Fullerton Box 105 Chicago, IL 60614. ICM bears no responsibility for rent lost in the mail and late fees may be incurred.
4. Tenant(s) at all times during the lease term shall conduct him/herself, and require other persons on the Premises to conduct themselves in a manner that does not unreasonably disturb his/her neighbors or constitute a breach of peace.
5. This lease may be terminated by Lessor if the property is sold upon the giving of sixty (60) days prior written notice to Tenant.
6. Tenant(s) is responsible for all glass breakage in the apartment.
7. Lessor will repair any appliance malfunction; however, Lessor is not responsible for loss resulting from a malfunction of an appliance. Tenant(s) understands that appliances will malfunction occasionally and Tenant(s) must make every effort to report any malfunction.
8. \$15.00 per key will be charged to provide additional or replacement keys to apartment.
9. No pets are allowed without written permission of Lessor, violation of this rule may be considered a breach of lease. If pet is allowed, Tenant must keep pet inside the apartment and must clean up after all the waste. Failure to comply will be seen as a violation of the lease and Tenant will have to remove the pet from the premises
10. If Tenant is locked out, Lessor will facilitate re-entry only during business hours at a minimal. If Tenant is locked-out during the weekend or at nighttime, it will be the Tenant's responsibility to contact a locksmith. Any cost incurred because of lockouts shall be borne by Tenant(s).
11. Tenants are solely responsible for replacing furnace filters at Tenant's expense on a monthly basis. Any damage caused by failure to replace filters regularly will be Tenant's responsibility
12. Tenant is responsible for maintaining, repairing, replacing and regularly inspecting the smoke detectors & carbon monoxide detectors. The Tenant acknowledges that the smoke detectors & carbon monoxide detectors are operated by batteries which must be regularly replaced. Tenant acknowledges and agrees that it will regularly inspect each smoke detector & carbon monoxide detector to ensure that it is functioning properly and that its battery is not discharged. The Tenant hereby indemnifies and holds Lessor harmless from and against any and all claims, damages, liabilities, losses or judgments arising out of or relating to Tenant's failure to maintain, repair, replace or inspect the smoke detectors and carbon monoxide detectors in the Apartment.
13. No additional lock devices may be installed without the written consent of the Lessor. Having obtained permission, Lessee will pay for changing the locks and will provide two original keys for such locks to Lessor immediately
14. During the last 60 days of this lease, Lessor or his agents may show apartment to prospective tenants. During this period, Lessee agrees to cooperate with the re-rental effort and to keep the apartment clean and presentable.
15. Lessor reserves the right to cancel lease with 30 day written notice to Tenant(s) if Tenant(s) violates present lease and/or addendum.
16. Tenant must secure renter's insurance. Tenant(s) assumes the risks of not having renters insurance. Lessor cannot be held responsible for any damage of Tenant(s) personal property.
17. Tenant(s) has the right to sublease the apartment by him/herself with prior approval from Lessor. However, all potential sublease's must be approved by Lessor. If Tenant(s) would like the help of Lessor to find a sublesser(s) the charge for the sublease will be one month's rent paid in advance. This charge is strictly to cover Lessor's administrative costs and represents no guarantee of successful subleasing by Lessor. The Lessor merely represents that best efforts will be utilized in the process. If the premises is not subleased at the time desired by the Tenant(s), Tenant(s) remain fully liable under the conditions of the Lease and understand that failure to continue to pay rent until unit is leased will result in Lessor pursuing Legal action including, but not limited to, a judgement, garnishment of wages, and release of credit information to credit reporting/collection agencies. Tenant(s) must give Lessor 60 days notice prior to intended move-out date.
18. Garbage must be placed in the containers provided behind the building. There will be a charge for each occurrence where garbage is left outside unit or when it is not placed inside the containers.
19. Lessor provides no storage.
20. The toilet facilities, basins and other plumbing fixtures shall not be used for any purpose other than for those for which they were designed. No sweepings, rubbish, rags or any other improper articles shall be thrown in them. The Tenant(s) shall pay for any damage resulting from misuse of such facilities, including service calls.
21. Tenant may not store personal items in furnace room and/or hot water heater room
22. Any and all balconies, patios, porches, landings, decks and the like located on or about the Apartment and common areas (collectively "Access Areas") exist solely for ingress and egress to the building, the Apartment or the common areas and are never to be used as gathering places for people or as storage areas. Tenant acknowledges and consents to such limited use of the Access Areas. . Tenant shall not be liable to Lessor, or its agents, employees, customers, patrons, visitors, invitees or guests, for any claim, damage, liability, judgment, injury or death arising out of or relating to the improper use of the access Areas, and Tenant shall indemnify and hold Lessor harmless from and against any and all such claims, damages, liabilities, judgments, injury or death, including attorney's fees and costs, arising from or relating to such improper use. Tenant shall give written notice to Lessor of any defects discovered in the Access Areas, and Lessor shall address such defects as soon as reasonably possible.
23. All fireplaces are for decorative use only and may not be used at any time.
24. ICM Properties, Inc. reports customers' negative payment histories to TransUnion. This reporting is done in accordance to the rules set by the Fair Credit Reporting Act. If your payment history is poor, the information may reduce your credit score.
25. Tenant may not install, drill or mount a flat screen television to any wall in the entire apartment.
26. Landlord and Tenant agree that the rental rate, any rental concessions, existence of this agreement, and each of the terms and conditions of this Agreement and lease, are confidential and may not be disclosed by implication or otherwise, to any third party including, but not limited to the internet.
27. The Chicago Housing Code states that between September 15 and June 1 the temperature in your apartment must be at least: 65 degrees at 7:30 a.m. 68 degrees from 8:30 a.m. to 10:30 p.m. 63 degrees from 10:30 p.m. to 7:30 a.m. If you are going out of town, set your thermostat for those temperatures. Failure to do so will result in the pipes freezing and breaking causing damage to the apartment, your neighbors' apartment and the building. Turning off your furnace will be considered a violation of the lease and you will be held liable for any damages incurred.

This addendum is an integral part of the Lease for apartment located at:

XXXX Address #Unit, Chicago Illinois 606XX

between ICM Properties, Inc., Inc. (Lessor) and Tenant(s).tenant(s) and Lessor have read the provisions of this Addendum and Tenant(s)hereby agrees to these terms and conditions.

_____	_____
Tenant	Date
_____	_____
Tenant	Date
_____	_____
Tenant	Date
_____	_____
Tenant	Date

ICM Properties, Inc.
Administration Fee Receipt

Tenant: Name

Address & Unit # XXXX Address #Unit, Chicago IL. 606XX

Leasing Agent: Name

Pet Fee: \$XX.XX

Administration Fee: \$XXX.XX

Check #:

Signature: _____

Agent Signature: _____

Date: XX/XX/XX

SAMPLE LEASE

Please note: Administrative Fee is non-refundable

RIDER TO CHICAGO APARTMENT LEASE

This Rider and the Chicago Apartment Lease (“Lease”) to which it is attached shall constitute one agreement. If the terms and conditions of this Rider conflict in any way with the terms and conditions of the Lease, the terms and conditions of this Rider shall control.

**CITY OF CHICAGO
SECURITY DEPOSIT 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 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 notice: 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.

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)

Chapter 5-12 of the Municipal Code of Chicago hereby gives notice pursuant to Sections 5-12-081 and 5-12-082 of the Municipal Code of Chicago that the rate of interest on security deposits under rental agreements governed for the period from January 1, 2009 through December 31, 2009 shall be: 0.12%.

This rate is based upon the average of the rates of interest, as of December 31, 2008, 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 0.05%; Insured Money Market 0.05%; and Six-month Certificate of Deposit (based on a deposit of \$1000.00) 0.25%.

Historical Security Deposit Interest Rates

Time Period	Chicago	Illinois
Interest rate for the period from January 1, 2010 to December 31, 2010	0.073%	0.095%
Interest rate for the period from January 1, 2009 to December 31, 2009	0.12%	0.35%
Interest rate for the period from January 1, 2008 to December 31, 2008	1.26%	0.35%
Interest rate for the period from January 1, 2007 to December 31, 2007	1.68%	0.50%
Interest rate for the period from January 1, 2006 to December 31, 2006	1.71%	0.55%
Interest rate for the period from January 1, 2005 to December 31, 2005	1.01%	0.40%
Interest rate for the period from January 1, 2004 to December 31, 2004	0.42%	0.30%
Interest rate for the period from January 1, 2003 to December 31, 2003	0.52%	0.40%
Interest rate for the period from January 1, 2002 to December 31, 2002	0.83%	0.45%
Interest rate for the period from January 1, 2001 to December 31, 2001	3.10%	1.73%
Interest rate for the period from January 1, 2000 to December 31, 2000	2.71%	1.73%
Interest rate for the period from January 1, 1999 to December 31, 1999	2.63%	1.88%
Interest rate for the period from January 1, 1998 to December 31, 1998	3.38%	2.50%
Interest rate for the period from January 1, 1997 to December 31, 1997	3.42%	2.50%
1994 and 1996 security deposit interest rate	5.00%	2.50%
1993 and prior	5.00%	5.00%

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Lessee Date

Lessee Date

Lessee Date

Lessee Date

Smoke Alarm/Detector Maintenance (9 Volt Battery)

WEEKLY TESTING

WARNING!

- Never use an open flame of any kind to test this unit. You might accidentally damage or set fire to the unit or to your home. The built-in test switch accurately tests the units operation as required by Underwriters Laboratories, Inc. (UL). If you choose to use an aerosol smoke product to test the Smoke Alarm, be certain to use one that has been Listed to Underwriters Laboratories, Inc. Safety Standards, and use it only as directed. Use of the non-UL Listed products or improper use of UL Listed products may affect the Smoke Alarm's sensitivity, and may void your warranty. NEVER use vehicle exhaust! Exhaust may cause permanent damage and voids your warranty.
- DO NOT stand close to the Alarm when the horn is sounding. Exposure at close range may be harmful to your hearing. When testing, step away when horn starts sounding.

CAUTION!

- It is important to test this unit every week to make sure it is working properly. Using the test button is the recommended way to test this Smoke/CO Alarm. Push and hold the Test/Silence button on the cover until you hear a "chirp." The "chirp" marks the start of the self-test sequence.
 1. First, the BATTERY (green) and SERVICE (yellow) lights will flash briefly – this is normal.
 2. Next, the Smoke Alarm will sound. The smoke symbol will flash, and you will hear this horn pattern: 3 beeps, pause, 3 beeps, pause.
 3. Finally, the CO Alarm will sound. The CO symbol will flash, you will hear this horn pattern: 3 beeps, pause, 3 beeps, pause.
- If the unit does not alarm, make sure the battery is correctly installed, and test again. If the unit still does not alarm, replace it immediately.

NOTE: During testing, if the yellow service light comes on and the horn chirps 3 times, the device should be serviced or replaced. After testing, if the horn starts to "chirp" every 30 seconds, replace the battery immediately.

REGULAR MAINTENANCE

WARNING!

- Use only the replacement batteries listed below. The unit may not operate properly with other batteries. Never use rechargeable batteries since they may not provide a constant charge.
- This unit has been designed to be as maintenance-free as possible, but there are a few simple things you must do to keep it working properly.
 1. Test it at least once a week.
 2. Clean the Smoke/CO Alarm at least once a month; gently vacuum the outside of the Smoke/CO Alarm using your household vacuum's soft brush attachment. Test the Smoke/CO Alarm. Never use water, cleaners or solvents since they damage the unit.
 3. If the Smoke/CO Alarm becomes contaminated by excessive, dirt, dust and/or grime, and cannot be cleaned to avoid unwanted alarms, replace the unit immediately.
 4. Relocate the unit if it sounds frequent unwanted alarms. See "Where This Alarm Should Not Be Installed" for details.
- Choosing a replacement battery: Your Smoke/CO Alarm requires one standard 9V battery. The following batteries are acceptable as replacement: Duracell #MN1604, (Ultra) #MX1604; Eveready (Energizer) #522. You may also use a Lithium battery like the Ultralife U9VL-J for longer service life between battery changes. These batteries are available at many local retail stores.

IMPORTANT!

Actual batter service life depends on the Smoke/CO Alarm and the environment in which it is installed. All the batteries specified above are acceptable replacement batteries for this unit. Regardless of the manufacturer's suggested battery life, you MUST replace the battery immediately once the unit starts "chirping" (the "low battery warning").



Smoke Alarm/Detector Maintenance (AA Batteries)

REGULAR MAINTENANCE

This unit has been designed to be as maintenance-free as possible, but there are a few simple things you must do to keep it working properly.

WARNING!

Use only the replacement batteries listed below. The unit may not operate properly with other batteries. Never use rechargeable batteries since they may not provide a constant charge.

- Test at least once a week
- Clean the Smoke/CO Alarm at least once a month; gently vacuum the outside of the Smoke/CO Alarm using your household vacuum's soft brush attachment. A can of clean compressed air (sold at computer or office supply stores) may also be used. Follow manufacturer instructions for use. Test the Smoke/CO Alarm. Never use water, cleaners or solvents since they may damage the unit.
- If the Smoke/CO Alarm becomes contaminated by excessive dirt, dust and/or grime, and cannot be cleaned to avoid unwanted alarms, replace the unit immediately.
- Relocate the unit if it sounds frequent unwanted alarms. See "Where This Alarm Should Not Be Installed" for details.

CHOOSING A REPLACEMENT BATTERY

Your Smoke/CO Alarm requires two standard AA batteries. The following batteries are acceptable as replacements: Eveready Energizer E91. These batteries are available at many local retail stores.

IMPORTANT!

Actual battery service life depends on the Smoke/CO Alarm and the environment in which it is installed. All the batteries specified above are acceptable replacement batteries for this unit. Regardless of the manufacturer's suggested battery life, you MUST replace the battery immediately once the unit starts "chirping" (the "low battery warning").

TO REPLACE THE BATTERIES (without removing alarm from the ceiling or wall)

1. Open the battery compartment.
2. Press tabs A and B and remove each battery.
3. Insert the new batteries, making sure they snap completely into the battery compartment. Match the terminals on the ends of the batteries with the terminals on the unit.
4. Close the battery compartment, and then test the unit by pressing the Test/Silence button, or by using your remote control (if applicable).