

landlord guide



the definitive guide for chicago landlords



Mike Kravitz
chicago condos

Chicago Landlord Guide

Whether you're a big management company, a part time real estate investor, or a first - time landlord, you' ll face the same challenges and (with limited exceptions) be forced to comply with the same laws when renting out your apartment. The key to success is retaining tenants, avoiding vacancies, and staying on the right side of the law, particularly in Chicago, where the penalties for non - compliance with the local landlord - tenant ordinance are draconian and expensive.

In this guide, [Mike Kravitz](#) hopes you'll find the advice you need to succeed. You'll get useful tips on, landing creditworthy and responsible tenants, and making all the disclosures required by state, federal, and local law. We've even included a series of sample forms, plus links to other sources of valuable information.

Rent The Apartment Quickly

- Price the unit competitively. (Consulting with [Mike Kravitz](#) for comparable apartments is a great way to learn the market.)
- Structure leases to expire during the early summer when the Chicago rental season is hottest.
- Prepare the property to show well. Touch up paint, remove clutter, clean the unit, and be cognizant of landscaping.
- Use the Internet to market the property. In this rapidly changing technological world, tenants turn to the Internet first. Please take a look at the marketing page in this packet.
- Take appealing photographs, primarily of the building exterior, the kitchen, the living area, and the bathrooms. Renters are reluctant to schedule appointments if they can't preview the apartment interior online.
- If necessary, offer concessions, such as one month's free rent.
- Mike responds promptly to e-mail and telephone inquiries.
- Mike posts a "for - rent" sign: On office window, in building and other widely seen places.

Screen Your Tenants

Personally interview all potential tenants before renting the apartment.

Require all tenants to complete and sign an application form at the tenant's own expense. The application should request the tenant's consent to a credit check and the disclosure of all information necessary to enable that credit check, as well as a criminal background check, an eviction report, and a sex offender search. *Please See Attachment.*

Consult one of the many trusted screening sites, including **Tenant Verification Service** or **E – Renter or Rental Research Inc.**

- Obtain references from prior landlords. Some landlords will only answer written questions, in which case **Mike Kravitz** sends them the landlord verification form.

Questions asked include:

1. Did the tenant timely pay rent?
 2. Was the tenant considerate of neighbors?
 3. Did the tenant give proper notice before vacating?
 4. Did the tenant leave the premises in good condition?
 5. Would you rent to this tenant again?
- Satisfy yourself that the tenant can afford the monthly rent. **Mike Kravitz** provides a rent calculator for precisely this purpose.
 - Remember that the City of Chicago prohibits discrimination on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income.

Properly Document The Tenancy

In this highly -regulated city of ours, every rental agreement - and particularly those governed by the Chicago Residential Landlord and Tenant Ordinance (otherwise known as the CRLTO) - requires a hefty stack of documents and disclosures. Samples of some of these documents and disclosures are included at the end of this guide. **Mike Kravitz** conducts an online search for the latest versions of these materials, as they are often updated. Failure to comply in all respects with the CRLTO can result in severe financial penalties. **Do not fail to provide any paperwork required by the ordinance!**

First, read the **definition section of the CRLTO** to determine whether the apartment you are renting is governed by the ordinance. Most do, but if yours does not (owner - occupied buildings of six units are the most typical exception), then much of the work will be simplified.

- **Lead Based Paint Disclosure.** This disclosure is required by federal law for all properties built before 1978. The Chicago Association of Realtors produces the most popular disclosure form.
- **Heat Disclosure.** This disclosure is required if the tenant is responsible for paying the utility provider directly for heat supplied primarily by natural gas or electricity. Chapter 5 - 16 of the Chicago Municipal Code requires the landlord to provide the tenant, as part of the lease agreement, the projected annual and average monthly cost of utility service based on energy consumption during the most recent twelve months of continuous occupancy. Landlords who do not have this information handy may either send the utility company a copy of the **form attached** to this guide (allowing several weeks for processing) or call the utility company directly and obtain the information by telephone.
- **Security Deposit Receipt.** Section 5 – 12 - 080(b) of the CRLTO requires the landlord to provide a security deposit receipt, and a failure to do so can have severe consequences. A form that complies with the ordinance is made available at the end of this guide.
- **Security Deposit Interest Rate Summary.** Section 5 – 12 - 170 of the CRLTO requires the landlord to provide a copy of this document to any renter. The City of Chicago updates this form annually through a link on its “**Rents Right**” page.
- **Summary of the CRLTO.** Section 5 – 12 - 170 of the CRLTO requires that a summary of the ordinance itself be provided to any renter. The City of Chicago has produces its own form, available through a link on its “**Rents Right**” page.
- **Disclosure of Segregated Account.** Landlords are required to hold all security deposits in segregated account and to disclose in the lease the name and address of the financial institution where the funds are kept. The specifics can be found in Section 5 - 12 - 080(a) (3) of the CRLTO.
- **Disclosure of Conditions Affecting Habitability.** Section 5 – 12 - 100 of the CRLTO requires the landlord to disclose all code violations cited by the City of Chicago during the preceding twelve months for the dwelling unit or common areas, as well as information concerning the pendency of any code enforcement or compliance board proceeding. The landlord is also required to provide certain information regarding any notice of intent by the City of Chicago or any utility provider to terminate water, gas, electrical or other utility service to the dwelling unit or common areas.

Disclosure of Managing Agent. Section 5 – 12 - 090 of the CRLTO requires the landlord to disclose the name, address, and telephone number of (i) any person authorized to manage the premises and (ii) a person authorized to accept service of legal process and formal notices or demands under the lease.

Rules and Regulations. Incorporate these into the rental agreement if the apartment is included within a condominium or homeowners' association.

If a prospective tenant poses any kind of credit risk, require that the lease be guaranteed by a creditworthy third party. Typically, residential leases contain a form guaranty provision. In addition, all persons who will be living in the apartment should be required to co - sign the lease.

Conduct A Walk – Through

- If possible, at or prior to the move - in, conduct a walk - through of the apartment to document the condition of the unit and its various appliances. For your convenience, **Mike Kravitz** has produced a premises inspection form for this purpose.
- Ask the tenant to review and sign a checklist.
- During the inspection, demonstrate how the security, heating, and air conditioning systems operate.

Properly Handle Security Deposits

The easiest way to get sued in Chicago is to violate the CRLTO rules regarding security deposits. Our **“Chicago Landlord’s Guide to Handling Security Deposits”** is the most definitive source of information on this topic. All landlords should read this guide thoroughly in order to avoid unpleasant surprises in this notoriously tenant - friendly town.

In the meantime, here’s a general list of the landlord’s obligations with respect to security deposits:

1. **Provide a receipt.** Include the owner’s name, the date the security deposit was received, and a description of the dwelling unit. The receipt must be signed by the person accepting the security deposit. If the security deposit is paid by means of an electronic funds transfer, the landlord may provide an electronic receipt containing a description of the dwelling unit, the amount and date of the deposit, and an electronic or digital signature.

2. **Disclose the location.** The written rental agreement must specify the financial institution where the security deposit will be deposited.

3. **Avoid commingling.** A landlord must hold all security deposits in a federally insured, interest - bearing account in a financial institution located in Illinois. Security deposits and interest thereon may not be commingled with the assets of the landlord.

4. **Pay annual interest.** A landlord must pay annual interest on security deposits and prepaid rent held more than six months. The interest rate is set by the city.

5. **Timely refund security deposits and properly document repair costs.** Before any amounts may be deducted from the security deposit, the landlord must supply the tenant with an itemized statement of the damages. This statement must be delivered within 30 days of the termination of the tenancy. A landlord must return the security deposit, plus interest, if any, minus unpaid rent and expenses for damages, within 45 days from the date the tenant vacates the unit.

A landlord who fails to comply with the security deposit obligations imposed by the CRLTO may be liable to the tenant in an amount equal to two times the security deposit, plus court costs and attorney fees. Do not let this happen to you. Know your obligations regarding the handling of security deposits.

As more and more landlords have gotten socked with costly lawsuits alleging technical violations of the CRLTO, there has been a gradual, but steady movement away from security deposits.

As more and more landlords have gotten socked with costly lawsuits alleging technical violations of the CRLTO, there has been a gradual, but steady movement away from security deposits. Many landlords now require a non-refundable “move in fee” as security for any unpaid rent or damages. For more information, please consult with [Mike Kravitz](#) and “**Chicago Landlord Guide to Security Deposits**”

Consider Hiring A Management Company

Gold Coast Property Management is capable of handling all the day to day issues that arise in connection with the ownership of an apartment unit. A single middle of the night telephone call from the tenant with a flooding toilet is all it takes to appreciate the service of a property manager. In addition, a property manager will create a buffer that protects a landlord against consequences of becoming too personal with the tenant. Landlords do not like to be approached personally and asked for relief with rent payments or to be told “sob stories” by tenants seeking concessions. A management company eases the difficulty associated with making emotionally difficult decisions.

Among other things, a property manager will:

1. Collect and account for rent.
2. Create an annual budget.
3. Contract for repairs, maintenance and landscaping
4. Bind property and liability insurance.
5. Show property, conduct tenant screenings, and prepare the documentation.

The fees charged by property manager will vary with the number of units being managed. Landlords should be aware, however, that there are property management firms willing to accept the responsibility of managing a single unit. The cost may be as high as ten percent of the monthly rent, but the peace of mind is typically worth the expense. Please see recommendation below.

Please check out: www.goldcoastpropertymanagement.com



Mike Kravitz Does a TON of Marketing

84% of Homebuyers start their search **ONLINE!**

“I Put You Right in Front of Them”



craigslist

backpage.com



domu



YAHOO!
REAL ESTATE



In Addition

**YOUR Property Will Appear on Over 25 other
ONLINE Real Estate Directories.**

Samples of Background Paperwork

1. Residential Lease Application
2. Landlord Verification
3. Employment Verification



RENTAL RESEARCH INC.

Rental Application



Applicant Name _____ SS# _____ Date Birth _____
 CO-Applicant _____ SS# _____ Date Birth _____
 Applicant Driver Lic # _____ CO-App Driver Lic # _____
 Applicant Other Names used: _____ CO-App Other Names used: _____
ADDRESS _____ Unit # _____ City _____ State _____ Zip _____
 Home Phone _____ Monthly Rent/Pay \$ _____ Apt Complex Name _____ From _____ To _____
Cell Phone _____ **E mail** _____ Co-App Cell _____
 Landlord or Mortgage Company _____ Day Phone _____ Night Phone _____
 Landlord or Mortgage Co Cell, Fax or E-Mail _____
PREVIOUS ADDRESS _____ Unit # _____ City _____ State _____ Zip _____
 Rent ___ Own ___ Apt Complex Name _____ From _____ To _____ Monthly Rent/Pay \$ _____
 Landlord or Mortgage Co. _____ Day Phone _____ Night Phone _____
 Landlord or Mortgage Co Cell, Fax or E-Mail _____
 Cars/Trucks Make _____ Lic # _____ State _____ Color _____ Make _____ Lic # _____ State _____ Color _____
 Other Vehicles (Car,Truck, Boat, Motorcycle) _____ Describe Pets _____

Name of Employer _____ Phone _____ Monthly Gross \$ _____ How Long ? _____
 Job Title _____ Full Time? Yes ___ No ___ Supervisor _____
 Employers' Address _____ City _____ State _____ Zip _____
CO-App Employer _____ Phone _____ Monthly Gross \$ _____ How Long ? _____
 Job Title _____ Full Time ? Yes ___ No ___ Supervisor _____
 Employers' Address _____ City _____ State _____ Zip _____

Personal Reference _____ Relationship _____ Phone _____
 List all other persons to occupy unit _____ Why are you moving? _____
 Have you or co-applicant ever been convicted of a Criminal Offense? Yes ___ No ___ If Yes please explain _____
 Have you or co-applicant ever been convicted of or pleaded guilty or "no contest" to a misdemeanor or felony involving sexual misconduct (whether or not resulting in a conviction)? Yes ___ No ___ Have you or co-applicant ever been evicted? Yes ___ No ___
 IN CASE OF EMERGENCY PLEASE NOTIFY: _____ Phone _____

CORRECT INFORMATION - Applicant/s represents that all of the above statements are true and complete. Applicant/s acknowledges that giving false information herein may constitute grounds for rejection of this application, termination of right of occupancy, and/or forfeiture of deposits and may constitute a criminal offense under the laws of this State. Applicant/s understands they acquire no rights in the rental unit until a Holding/Security Deposit is paid when requested by the Landlord/Manager.

Member Instructions

Account type:(circle one) Certified, PF, Limited

RRI ACCOUNT # 9735 Phone 312.485.9868

Contact Person Mike FAX 312.951.9868

E-Mail mikebiz1@aol.com End User Name _____

Type of Report: FastBack ___ DataBack ___ DataBack Plus ___

WriteBack ___ QuarterBack ___ FullBack ___ FullBack Plus ___

Credit File on Co-Applicant? Yes ___ Credit ScoreYes ___

Criminal Search on Applicant? ... Yes ___

Criminal Search on CO-Applicant? Yes ___

***Prices Subject to Change without Notice app_ltr_5 5/10

Notice to Applicant/s.....You are being charged a **NON-REFUNDABLE FEE** for screening your application. Screening may include calling your employer/s, references, current and former Landlords, financial institutions, a credit report, checking Public Records, and verifying information on the application. If you are denied tenancy based on information reported you have the right to dispute it by contacting Rental Research Inc. By signing this application you authorize the screening process and acknowledge a copy of this notice.

Signature: _____ Date _____
Co-App Signature: _____ Date _____

Address of rental unit being applied for: _____

RE/MAX Premier Properties

LANDLORD VERIFICATION FORM

TO:

Landlord/Property Owner Name: _____

Contact Name: _____

Phone # _____

Fax # _____

FROM:

RE/MAX Premier Properties

Leasing Agent Name: _____

Phone # _____

Fax # _____

I hereby authorize my landlord to disclose the information listed on the bottom portion of this form to RE/MAX Premier Properties:

Applicant's Current Address

Unit #

_____ / _____ / _____

Applicant Signature

Applicant Name (printed)

Date

To whom this may concern:

Please complete the following as soon as possible and fax it back to Gold Coast Realty.
This information is needed in order to complete an application for an apartment for the above named applicant.

Current Monthly Rent \$ _____

Lease term: From: _____ To: _____

Has rent been paid on time?: Yes No

Would you rent to this tenant again?: Yes No

Completed by: _____

Title: _____

Company name: _____

Signature: _____ Date: ____/____/____

Please fax this form back to RE/MAX Premier Properties using the number listed above. Thank you!



RE/MAX Premier Properties

EMPLOYMENT VERIFICATION FORM

TO:

Employer Name: [REDACTED]
Contact Name: [REDACTED]
Phone # [REDACTED]
Fax # [REDACTED]

FROM: RE/MAX Premier Properties

Leasing Agent Name: [REDACTED]
Phone [REDACTED]
Fax # [REDACTED]

I hereby authorize my employer to disclose the information listed on the bottom portion of this form to Gold Coast Realty:

[REDACTED] _____ /_____/_____
Applicant Signature Applicant Name (printed) [REDACTED] Date

To whom this may concern:

Please complete the following as soon as possible and fax it back to RE/MAX Premier Properties.
This information is needed in order to complete an application for an apartment for the above named applicant.

Employee start date: ____/____/____
Position/Title: [REDACTED]
Full time Empl. [REDACTED]
Current Salary/Wage Rate [REDACTED] per [REDACTED]
Additional compensation (bonus): \$ [REDACTED] per [REDACTED]
Probability of continued employment ____% [REDACTED]
Other comments: [REDACTED]
Completed by: [REDACTED]
Title: [REDACTED]
Comp [REDACTED]
Signature: [REDACTED] Date: ____/____/____

Please fax this form back to RE/MAX Premier Properties. Thank you



Appendix to paperwork that needs to be signed and initialed by owner (All sections are highlighted)

- A.** Rental Listing Checklist
- B.** Exclusive Listing Agreement
- C.** Building Checklist
- D.** Lead Disclosure
- E.** Mold Disclosure
- F.** Radon Disclosure (Floors 3 and below)
- G.** Consent of Informed to Dual Agency
- H.** Summary of Chicago Residential Landlord / Tenant Ordinance
- I.** Security Deposit Summary
- J.** Heat Disclosure
- K.** Security Deposit Receipt
- L.** Premises Inspection Form
- M.** Chicago Apartment Lease

Pre- Rental Listing Checklist

- Rental Listing Agreement (Signed and Initialed)
- Lead Disclosure
- Mold Disclosure
- Consent to Dual Agency
- Building checklist
- Blank Lease
- Security Deposit Summary
- Landlord/Tenant Ordinance
- Move In/Move Out Fee Amount \$ [redacted] who will pay fee [redacted] Building paperwork [redacted]
- Showing Instructions [redacted] Dave Avail [redacted]
- Current Tenant Information:
Name [redacted] Email [redacted] Phone : [redacted]
- Keys: Arrange for Pick up or Drop off [redacted]
- Photos or Floor Plan (if you have photos) : email to mikebiz1@aol.com

For Agent Use Only

- | | |
|--------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Enter in M.L.S. | <input type="checkbox"/> Craigslist Ad |
| <input type="checkbox"/> Take Photos | <input type="checkbox"/> Set Up Trulia Reports |
| <input type="checkbox"/> Upload Photos to M.L.S. | <input type="checkbox"/> Print out Home Turf Report |
| <input type="checkbox"/> Set up Realtor.com Reports | <input type="checkbox"/> Create Flyer for Window |
| <input type="checkbox"/> Set up RE/MAX Reports | <input type="checkbox"/> Update Inventory Report |
| <input type="checkbox"/> Send Client Copy of Documents | <input type="checkbox"/> Turn in Copy of Docs to Admin |

RE/MAX Premier Properties

EXCLUSIVE RENTAL AGREEMENT

1. Right to rent; This agreement entered on [REDACTED]/[REDACTED]/20[REDACTED] between RRE/MAX Premier Properties and the owner(s) [REDACTED] to rent your property located at [REDACTED] unit # [REDACTED] Chicago, IL 606[REDACTED]
2. Commission: You agree to pay a brokerage commission to RE/MAX Premier Properties one hundred percent (**100%**) of the **first month's rent** for each vacancy filled at the above property, **plus one half-month rent** for each additional year of the lease. If the property is leased within three months after the expiration date of this agreement, to a lessee or to anyone on behalf of the lessee to whom the property was submitted, then owner will pay said commission. **In the event the property is leased by the owner or taken off the market by the owner during the listing agreement period, then a commission of 1 month's rent will be paid to RE/MAX Premier Properties** if lessee purchases the property, or an option to purchase is granted to lessee and is exercised, then in addition to the rental commission, RE/MAX Premier Properties will be paid a brokerage commission equal to five percent (5%) of the purchase price. Any change with respect to the amount of commission or the time of payment of commission shall not be binding unless made in writing and signed by the parties to this agreement. The commission is due and payable upon execution of the lease or at the time of possession, whichever occurs first.
3. Credit Report: RE/MAX Premier Properties will order a credit report on prospective tenants at the tenant's expense. RE/MAX Premier Properties assumes no responsibility for the information obtained or for the credit worthiness of the tenant. The information is provided to the owner for their review and subsequent approval or rejections. RE/MAX Premier Properties does not make credit decisions.
4. Rent: We will use our best efforts to achieve a rent of \$ [REDACTED], () includes or () excludes parking for the term beginning on [REDACTED]/[REDACTED]/20[REDACTED].
5. RE/MAX Premier Properties duties; We are authorized to show prospective tenants the property at convenient times, display signs advertise and promote the property in a way that will best aid in securing tenants, compensate other brokers as we deem appropriate and have the exclusive right to market the property on the Multiple Listing Service. Our sole duty is to market the property. The inspection or custody of the property, its management, maintenance up keeps or repair is the responsibility of the owner. Under this agreement RE/MAX Premier Properties will conduct all tenant application verifications and the lease preparation. Owner(s) accepts responsibility for the lease and its enforcement. RE/MAX Premier Properties is authorized by the owner to accept the initial months rent from the prospective tenant as payment of the commission due.
6. Termination: This agreement automatically terminates in three months, on [REDACTED]/[REDACTED]/20[REDACTED].
7. Fair Housing Law Compliance: You acknowledge that it is illegal for either you or RE/MAX Premier Properties to refuse to display, rent or sell to any person because of race, color, religion, national origin, age, sex, ancestry, disability, marital or familiar status, source of income or sexual orientation. You agree to follow all local, state and federal fair housing laws.
8. Indemnity and Insurance: You agree to indemnify and to hold harmless from all claims, disputes, litigation, judgments and costs (including reasonable attorneys fees) arising from any incorrect information or misrepresentation supplied by you or from material facts, including latent defects that are known to you that you fail to disclose. Owner warrants that they have liability insurance to cover agents and others while on the premises.

9. Access: Owner shall provide keys or otherwise ensure reliable access to the property for lease.
10. Owners Agent: The Illinois Real Estate License Law allows a broker to name one or more licensees as owner's designated agent. The associate named below is hereby designated as your exclusive legal agent under this contract. Your designated agent as well as other Gold Coast Realty – Chicago agents may also represent other parties as their agent. If your agent is unavailable to work with you, we will arrange for another agent to represent you.
11. Dual Agency Disclosure and Lead Based Paint Disclosures: I acknowledge that my agent has presented the Disclosures and consent to dual agency and lead based paint disclosures. [REDACTED] [REDACTED] (Initial)
12. Facsimile Agreement and Disclosures: For the purpose of negotiating and finalizing this agreement, any signed document transmitted by facsimile shall be treated in the manner and respects as an original document.
- 13. By signing this document the owner or representative of the owner agrees to all terms and conditions.**

Date: [REDACTED] / [REDACTED] /20 [REDACTED]

Print

Property Owner Name: _____

Address: [REDACTED]

Home Phone: [REDACTED] Cell Phone: [REDACTED]

Email: [REDACTED]

Agent: _____

Property Owner Signature: [REDACTED]

RE/MAX Premier Properties

BUILDING CHECK LIST

PROPERTY ADDRESS:

[REDACTED]

NUMBER OF BEDROOMS: [REDACTED] NUMBER OF BATHS: [REDACTED]

PETS ALLOWED: Yes No WEIGHT LIMIT: [REDACTED] NUMBER ALLOWED: [REDACTED]

SMOKING: Yes No

DATE PROPERTY IS AVAILABLE: [REDACTED] / [REDACTED] / 20[REDACTED]

PARKING COST: \$ [REDACTED]

AVAILABLE FURNISHED: Yes No

HARDWOOD FLOORS: Yes No

NON REFUNDABLE BUILDING MOVE FEE: \$ _____ APPLICATION FEE: \$ _____

ELEVATOR SECURITY DEPOSIT: \$ _____ REFUNDABLE (Y) OR (NO) [REDACTED]

SHORT TERM LEASE AVAILABLE: Yes No IF SO, MINIMUM: [REDACTED]

POOL: Yes No FEE\$ _____ LOCATION: [REDACTED]

FITNESS CENTER: Yes No LOCATION: [REDACTED]

DOORMAN: Yes No

MANAGEMENT COMPANY: [REDACTED] MANGER'S NAME [REDACTED]

MANAGEMENT OFFICE PHONE NUMBER _____

STORAGE: Yes No LOCATION: _____

BIKE ROOM: Yes No LOCATION: _____

SUND DECK: Yes No LOCATION: [REDACTED]

IN UNIT WASHER & DRYER: Yes No LOCATION: [REDACTED]

BUILDING LAUNDRY ROOM: Yes No LOCATION: [REDACTED]

BALCONY: Yes No NAME OF CABLE COMPANY [REDACTED]

UTILITIES INCLUDED IN RENT: [REDACTED]

IF HEAT IS NOT INLCUDED THEN ORDER A HEATING DISCLOSURE ASAP!!!



**CHICAGO ASSOCIATION OF REALTORS®
LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
DISCLOSURE
(For Apartment Leases)**



LEAD WARNING STATEMENT

Every purchaser of any interest in or tenant planning to lease any portion of residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection of possible lead-based paint hazards may also benefit any tenant intending to lease residential real property.

LANDLORD'S DISCLOSURE (initial each of the following which applies):

____/____ (a) Landlord **is / is not** (strike one) aware of the presence of any lead-based paint and/or lead-based paint hazards in the property. Explain: _____

____/____ (b) Landlord **does / does not** (strike one) have any reports and records pertaining to lead-based paint and/or lead-based paint hazards in the property.

____/____ (c) If Landlord **does** have any such reports and records, Landlord has provided Tenant with all available reports and records, including the following (list documents here): _____

TENANT'S ACKNOWLEDGMENT (initial each of the following which applies):

____/____ (d) Tenant has received copies of all information listed above.

____/____ (e) Tenant has received the pamphlet *Protect Your Family From Lead in Your Home*.

____/____ (f) Tenant has (check one):

- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint and/or lead-based paint hazards.
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT (initial if applicable):

____/____ (g) Agent has informed Landlord of its obligations, if any, to disclose information regarding lead-based paint and/or lead-based paint hazards in the property.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and each party certifies, to the best of the party's knowledge, that the information the party provided is true and accurate.

<p>_____ Landlord's Name (print)</p> <p>_____ Landlord's Signature</p> <p>_____ Tenant's Name (print)</p> <p>_____ Tenant's Signature</p> <p>_____ Agent's Name (print)</p> <p>_____ Agent's Signature</p>	<p>_____ Landlord's Name (print)</p> <p>_____ Landlord's Signature</p> <p>_____ Tenant's Name (print)</p> <p>_____ Tenant's Signature</p> <p>_____ Agent's Name (print)</p> <p>_____ Agent's Signature</p>
<p>_____ Date</p> <p>_____ Date</p> <p>_____ Date</p> <p>_____ Date</p>	<p>_____ Date</p> <p>_____ Date</p> <p>_____ Date</p> <p>_____ Date</p>

PROPERTY ADDRESS: _____ UNIT: _____ CITY: _____ ZIP: _____



**CHICAGO ASSOCIATION OF REALTORS®
MOLD DISCLOSURE
(For Apartment Leases)**



MOLD WARNING STATEMENT

Molds, fungi, mildew, and similar organisms ("Mold Conditions") may exist in the property of which the landlord is unaware and has not actual knowledge. The Mold Conditions generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose Mold Conditions. As a result, any buyer or occupant of real property may wish to obtain an inspection specifically for Mold Conditions to more fully determine the condition of the property. Neither landlord's or tenant's agents are experts in the field of Mold Conditions and other related conditions and landlord and tenant shall not rely on their agents for information relating to such conditions. Tenants are strongly encouraged to satisfy themselves as to whether Mold Conditions exist at the property.

LANDLORD'S DISCLOSURE (initial each of the following which applies):

- ____/____ (a) The property described below **has / has not** (strike one) been previously tested for Mold Conditions.
- ____/____ (b) If the property **has** previously been tested for Mold Conditions, Mold Conditions **were / were not** (strike one) found to exist.
- ____/____ (c) If Mold Conditions **were** found to exist, answer the following:
- (1) The molds found **were / were not** (strike one) identified as toxic molds.
 - (2) Measures **were / were not** (strike one) taken to remove any molds found.

TENANT'S ACKNOWLEDGMENT (initial each of the following which applies):

- ____/____ (d) Tenant has received copies of all information listed above.
- ____/____ (e) Tenant's decision to lease the property is independent of any representations made by the agents, if any, with respect to mold conditions.

AGENT'S ACKNOWLEDGMENT (initial if applicable):

- ____/____ (f) Agent has advised Landlord and Tenant to consult with a professional regarding any questions or concerns relating to Mold Conditions or this Mold Disclosure.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and each party certifies, to the best of the party's knowledge, that the information the party provided is true and accurate.

<p>_____ Landlord's Name (print)</p> <p>_____ Landlord's Signature</p> <p>_____ Tenant's Name (print)</p> <p>_____ Tenant's Signature</p> <p>_____ Agent's Name (print)</p> <p>_____ Agent's Signature</p>	<p>_____ Landlord's Name (print)</p> <p>_____ Landlord's Signature</p> <p>_____ Tenant's Name (print)</p> <p>_____ Tenant's Signature</p> <p>_____ Agent's Name (print)</p> <p>_____ Agent's Signature</p>
<p>PROPERTY ADDRESS: _____ UNIT: _____ CITY: _____ ZIP: _____</p>	



3RD FLOOR AND LOWER ONLY!



**CHICAGO ASSOCIATION OF REALTORS®
DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Apartment Leases)**

RADON WARNING STATEMENT

Every tenant interested in leasing residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The landlord leasing the property has agreed to provide the tenant with any information on radon test results of the dwelling showing elevated levels of radon in the owner's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator. Tenants may also benefit from having an indoor radon test performed prior leasing any residential real property.

LANDLORD'S DISCLOSURE *(initial each of the following which applies):*

____/____ (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. Explain:_____.

____/____ (b) Landlord has provided Tenant with all available records and reports pertaining to elevated radon concentrations within the dwelling.

____/____ (c) Landlord has no knowledge of elevated radon concentrations in the dwelling.

____/____ (d) Landlord has no records or reports pertaining to elevated radon concentrations with the dwelling.

TENANT'S ACKNOWLEDGMENT *(initial each of the following which applies):*

____/____ (e) Tenant has received copies of all information listed above.

____/____ (f) Tenant has received the IEMA approved Radon Disclosure Pamphlet.

AGENT'S ACKNOWLEDGMENT *(initial if applicable):*

____/____ (g) Agent has informed Landlord of its obligations under Illinois law, if any, to provide this Radon Disclosure.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and each party certifies, to the best of the party's knowledge, that the information the party provided is true and accurate.

Landlord's Name *(print)*

Landlord's Signature

Date

Tenant's Signature

Date

Agent's Signature

Date

Landlord's Name *(print)*

Landlord's Signature

Date

Tenant's Name *(print)*

Tenant's Signature

Date

Agent's Name *(print)*

Agent's Signature

Date

PROPERTY ADDRESS: _____ UNIT: _____ CITY: _____ ZIP: _____



[TO BE EXECUTED AT TIME OF EXECUTION OF ANY OFFER OR CONTRACT TO PURCHASE (OR LEASE)]



CONFIRMATION OF INFORMED CONSENT TO DUAL AGENCY (SAME AGENT TRANSACTION)

Seller Client(s): _____

Buyer Client(s): _____

Broker: _____

Designated Agent (sometimes referred to herein as Licensee): _____

The above named seller and buyer clients previously consented to and authorized Designated Agent to engage in dual agency in accordance with the following:

"The above named Broker and Designated Agent may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of your property or properties they may show you. The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document, please read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the clients' respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to Licensee.
4. Disclose financial qualification of the buyer or tenant to the seller or landlord.
5. Explain real estate terms
6. Help the buyer or tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

1. Confidential information that Licensee may know about the clients, without that client's permission.
2. The price the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price the buyer or tenant is willing to pay without permission of the buyer or tenant.
4. A recommended or suggested price the buyer or tenant should offer.
5. A recommended or suggested price the seller or landlord should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you want to allow the Licensee to proceed as a dual agent in this transaction.

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a dual agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary."

Therefore, the undersigned confirm that they have previously consented to the above named Broker and Designated Agent acting as a dual agent in providing brokerage services on their behalf and specifically consent to Designated Agent acting as a dual agent to the transaction referred to in this document.

Seller client(s): _____

Buyer client(s): _____

Date: _____

Date: _____

**RIDER TO CHICAGO APARTMENT LEASE
RESIDENTIAL LANDLORD AND TENANT ORDINANCE
SUMMARY**

Rev. 09/2008

X



This Residential Landlord and Tenant Ordinance Summary ("**Summary**") must be attached to every written lease and given to any tenant who has an oral lease. Unless otherwise noted, all provisions of the Chicago Residential Landlord Tenant Ordinance ("**Code**") are effective as of November 6, 1986. [Mun. Code ch. 5-12-170]

IMPORTANT: IF YOU SEEK TO EXERCISE RIGHTS UNDER THE CODE, OBTAIN A COPY OF THE CODE TO DETERMINE APPROPRIATE REMEDIES AND PROCEDURES. CONSULTING AN ATTORNEY WOULD ALSO BE ADVISABLE. FOR A COPY OF THE CODE, VISIT THE CITY CLERK'S OFFICE ROOM 107, CITY HALL, 121 N. LASALLE ST., CHICAGO, ILLINOIS.

IMPORTANT NOTICE

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

RENTAL UNITS COVERED BY THE CODE [MUN. CODE CH. 5-12-020]

- Rental units with written or oral leases (including 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 and rooming houses, unless rent is paid on a monthly basis and unit is occupied for more than 32 consecutive days.
- School dormitory rooms, shelters, employee's quarters and non-residential rental properties.
- Owner occupied co-ops and condominiums.

TENANT'S GENERAL DUTIES UNDER THE CODE [MUN. CODE CH. 5-12-40]

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

- Buying and installing working batteries in smoke and carbon monoxide detectors within tenant's apartments.
- 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 RIGHT OF ACCESS UNDER THE CODE [MUN. CODE CH. 5-12-050]

- The tenant shall permit reasonable access to the landlord upon receiving 2 days prior 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 such entry.

SECURITY DEPOSITS AND PREPAID RENT [MUN. CODE CH. 5-12-080 AND CH. 5-12-081]

- The landlord must give the tenant a receipt for a security deposit which 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 such security deposit.
- The landlord must pay interest each year on security deposits and prepaid rent (eff. 1-1-92) held more than 6 months. The rate of interest that must be paid on the security deposit and prepaid rent 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.
- The landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within 45 days from the date the tenant vacates the dwelling unit.
- In the event of a fire, the landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within 7 days from the date that the tenant provides notice of termination of the lease. (eff. 1-1-92)

LANDLORD'S GENERAL DUTIES UNDER THE CODE

- The landlord must give written notice of the owner's or manager's name, address and telephone number. [Mun. Code ch. 5-12-090]
- The landlord must give new or renewing tenants notice of [Mun. Code ch. 5-12-100]: (i) building code citations issued by the City in the previous 12 months; (ii) pending Housing Court or administrative hearing actions; and (iii) termination of water, electrical or gas service to the building.

- The landlord must maintain the property in compliance with applicable provisions of the Code. [Mun. Code ch. 5-12-070]
- The landlord cannot require the tenant to renew an agreement more than 90 days before the existing agreement terminates (eff. 1-1-92). [Mun. Code ch. 5-12-130(i)]
- The landlord must provide the tenant with at least 30 days prior written notice if the lease will not be renewed. If the landlord fails to give the required notice, the tenant may remain in the dwelling unit for 60 days under the same terms and conditions as the last month of the existing agreement (eff. 1-1-92). [Mun. Code ch. 5-12-130(j)]
- The landlord cannot enforce provisions of the lease that violate the Code. [Mun. Code ch. 5-12-140]

TENANT REMEDIES [MUN. CODE CH. 5-12-110]

- For 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, 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: (i) the withhold an amount of rent that reasonably reflects the reduced value of the unit. (rent withholding begins from the 5th day until such repairs are made; or (ii) make such repairs and deduct an amount not to exceed the greater of \$500 or 1/2 of the month's rent, whichever is more (but in no event can tenant deduct more than one month's rent). If the tenant makes the repairs: (a) the repairs must be completed in compliance with the Code, (b) the tenant must deliver the receipt for the cost of the repairs to the landlord, and (c) the tenant cannot deduct more than the cost of the repairs from the rent; and/or
 - 2) File suit against the landlord for damages and injunctive relief.
- For major defects: If the landlord fails to maintain the property in compliance with the Code and such failure renders the dwelling unit not reasonably fit and habitable, the tenant may request in writing that the landlord make repairs within 14 days. If, after 14 days, the repairs are not made, the tenant may immediately terminate the lease, in which event the tenant must deliver possession of the dwelling unit to the landlord within 30 days or tenant's notice shall be considered withdrawn (eff. 1-1-92).

LANDLORD'S FAILURE TO PROVIDE ESSENTIAL SERVICES (HEAT, RUNNING OR HOT WATER, ELECTRICITY, GAS OR PLUMBING) [MUN. CODE CH. 5-12-120(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 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;
 - 2) File suit against the landlord and recover damages based on the reduced value of the dwelling unit;
 - 3) Procure substitute housing and be excused from paying rent for that period (and 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);
 - 4) Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold the monthly rent in an amount that reasonably reflects the reduced value of the dwelling unit (rent withholding cannot start until after the 24 hours expire and applies only to the days past the initial 24-hour waiting period) (eff. 1-1-92); or
 - 5) Request that the landlord correct the failure within 72 hours and if the landlord fails to do so, terminate the lease (if the lease is terminated, the tenant must deliver possession of the dwelling unit to the landlord within 30 days or the notice of termination shall be 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 the tenant provides must be in writing and delivered to the address the landlord has given the tenant as an address to which notices should be sent. If the landlord has not given the tenant such an address, the tenant must send the notice to the last known address of the landlord or by an 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 dwelling unit to the extent that the unit is in material noncompliance with the Code and the tenant, tenant's family or guests are not responsible for the fire or accident:
 - 1) The tenant may move out immediately and provide the landlord with written notice of the tenant's intention to terminate the lease within 14 days of moving out; or
 - 2) The tenant may, if it is legal, stay in the dwelling unit, but if the tenant stays and cannot use a portion of the dwelling unit because of damage, the rent may be reduced to reflect the reduced value of the unit.
 - 3) If the tenant stays in the dwelling unit, and the landlord fails to diligently carry out the work to repair the dwelling unit, 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 lease 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 the tenant moves out of the dwelling unit prior to the termination of the lease, the landlord must make a good faith effort to find a new tenant at fair rent.

- If the landlord is unsuccessful in re-renting the dwelling unit, the tenant shall remain liable for the rent under the lease, as well as the landlord's cost of advertising.

LATE RENT

- 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 on that part of the rent that exceeds \$500.00 (i.e. for a \$450.00 monthly rent the late fee is \$10.00, and for a \$700.00 monthly rent, the late fee is \$10.00 plus %5 of \$200.00 or \$20.00 total) (eff. 1-1-92). [Mun. Code ch. 5-12-140(h)]
- If the tenant is late in the payment of rent and the landlord accepts the full amount of rent due from tenant, then the landlord cannot terminate the lease as a result of that breach. [Mun. Code ch. 5-12-130(g)]

LANDLORD REMEDIES [MUN. CODE CH. 5-12-130]

- If the tenant fails to pay rent, the landlord, after giving 5 days written notice to the tenant, may terminate the lease.
- If the tenant fails to comply with the Code or the lease, the landlord, after giving 10 days written notice to tenant, may terminate the lease if tenant fails to correct the violations.
- If the tenant fails to comply with the Code or the lease, the landlord may request in writing that the tenant comply as promptly as conditions permit in the case of an emergency, or within 14 days in all other instances. If the breach is not corrected in the time period specified, the landlord may enter the dwelling unit and have the necessary work done, in which event the tenant shall be responsible for all costs of repairs..

LOCKOUTS [MUN. CODE CH. 5-12-160]

- It is illegal for the landlord to lock out the tenant, or change the locks, or remove the doors of a dwelling unit, or cut off heat, utility or water service, or to do anything which interferes with tenant's use of the dwelling unit.
- 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 \$200.00 to \$500.00 for each day the lockout occurs or continues.
- The tenant may sue the landlord to recover possession of the dwelling unit and twice the actual damages sustained or 2 month's rent, whichever is greater.

PROHIBITION ON RETALIATORY CONDUCT BY LANDLORD [MUN. CODE CH. 5-12-150]

- The tenant has the right to complain or testify in good faith about its tenancy to governmental agencies or officials, police, media, community groups, tenant unions or the landlord, and the landlord is prohibited from retaliating against the tenant 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.

ATTORNEYS' FEES [MUN. CODE CH. 5-12-180]

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

COPIES OF THE CODE.

- For a copy of the Code, 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 South State Street, Chicago, Illinois.

X 



RESIDENTIAL LANDLORD AND TENANT ORDINANCE Rate of Interest on Security Deposits

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

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

Under Chapter 5-12 of the Municipal Code of Chicago sections 5-12-081 and 5-12-082, the City Comptroller shall calculate and announce on the first business day of each year, the rate of interest to be paid on security deposits. As of **January 1, 2011**, based on information from the City Comptroller's Office, the interest rate to be paid on security deposits is **0.073%**. The rate is based upon the average of the rates of interest of the following types of accounts at Chase Bank, which is the commercial bank having the most branches located in the City of Chicago: savings account 0.01 percent, insured Money Market 0.01 percent and six-month Certificate of Deposit (based on a deposit of \$1,000) 0.20 percent.

Security Deposit Interest Rate

Current rate — January 1, 2011 through December 31, 2011:	.073%
January 1, 2010 through December 31, 2010:	.073%
January 1, 2009 through December 31, 2009	0.12%
January 1, 2008 through December 31, 2008:	1.26%
January 1, 2007 through December 31, 2007:	1.68%
January 1, 2006 through December 31, 2006:	1.71%
January 1, 2005 through December 31, 2005:	1.01%
January 1, 2004 through December 31, 2004:	0.42%
January 1, 2003 through December 31, 2003:	0.52%
January 1, 2002 through December 31, 2002:	0.83%
January 1, 2001 through December 31, 2001:	3.10%
January 1, 2000 through December 31, 2000:	2.71%
January 1, 1999 through December 31, 1999:	2.63%
January 1, 1998 through December 31, 1998:	3.38%
July 1, 1997 through December 31, 1997:	3.42%
Before July 1, 1997:	5.00%



CITY OF CHICAGO
RICHARD M. DALEY, MAYOR

NORMA I. REYES
COMMISSIONER

CITY OF CHICAGO
DEPARTMENT OF CONSUMER SERVICES
APPLICATION FOR ENERGY DISCLOSURE
THE PEOPLES GAS & COKE COMPANY
COMMONWEALTH EDISON COMPANY

Separate applications are required for Gas and Electric Heat. Please check one box. Mail or fax completed form to the appropriate utility company as indicated below.

Gas Heat

Electric Heat

For all addresses

The Peoples Gas Light & Coke Company
Attn: Energy Disclosure Section
130 East Randolph Drive, 16th Floor
Chicago, IL 60601
Voice (312) 240-4040
Fax (312) 240-3991

For addresses mail request to:

ComEd
Attn: Central Handling Group
2100 Swift Drive
Oak Brook, IL 60523
Fax# (630) 684-2692
Phone# 1-800-334-7661

You may also submit your request by
visiting their web site: www.ucm.com
Select ComEd and send your request
via e-mail.

*****PLEASE PRINT*****

Owner or Realtor (Please Circle One *and* List Complete Name) [Redacted]
Owner / Realtor Mailing Address [Redacted] Chicago, IL (Zip Code) [Redacted]
Owner / Realtor Telephone Number [Redacted] Agent's Name (if applicable) [Redacted]
Owner / Realtor Fax Number [Redacted]
Name Of Occupant (if different from the owner) [Redacted]

ADDRESS AND APARTMENT NUMBER OF DWELLING UNIT

Note: If dwelling has multiple addresses or is a corner building, list each address separately and the first and last apartment number at the bottom:

Example: 111 1 st ST.
113 1 st ST.

Apt. 101-328
Apt. 329-528

Address (You must include direction)

Apartment Number (S)

[Redacted]

[Redacted]

Knowing that there are legal penalties for making a false claim of ownership or agency, I hereby certify that I am the owner / agent for the property in question, and I hereby request disclosure of the projected annual and projected average monthly cost of electricity or gas which provides the only source of heat for the above-described dwelling unit(s).

Date of request: [Redacted] Signature: [Redacted]

For additional forms, you may contact the City of Chicago, Department of Consumer Services, at (312) 744-9400.

DO NOT MAIL TO THE DEPARTMENT OF CONSUMER SERVICES

PREMISES INSPECTION

MOVE-IN / MOVE-OUT

Address:	
Move-In Date:	Move-Out Date:
Inspected By (for Landlord):	Inspected By (for Tenant):
Date Of Inspection:	Date Of Inspection:

	MOVE-IN		Comments	MOVE-OUT		Comments
	OK	NO		OK	NO	
Entry Way	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Closets	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bathrooms	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Living Areas	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Disposal	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Microwave	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Stovetop	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Oven	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Doors	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Locks	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Screens	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fireplace	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Patio	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Balcony	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Lights	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Floors	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Drapes/Blinds	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Carpeting	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Yard	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Storage Area	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____

NOTES:

Tenant(s):

Landlord:

LEASE COVENANTS AND AGREEMENTS:

1. RENT: Lessee shall pay to Lessor or Lessor's authorized agent, at the address set forth above, or as hereafter changed by written notice to Lessee, as rent for the Premises, the sum stated above. Rent is due and payable on the first day of each calendar month, in advance. The timely payment of each installment of rent is deemed to be of the essence of this Lease.

2. LATE CHARGES: Rent received by Lessor later than the 5th day of the month on which such payment is due shall bear a late charge of \$ 10.00 plus 5 % of any rent due in excess of \$ 500.00. If Lessee mails rent to Lessor, the late charge will apply if the rent is received later than the 5th day of the month, regardless of the date Lessee mailed such rent payment. If a payment of rent is made by personal check which is later dishonored by the Lessee's bank, the tenant shall be assessed any bank charges incurred by Lessor as a result of such dishonored check, in addition to the rent and late charge due on the payment of rent.

3. SECURITY DEPOSIT: Lessee has deposited with Lessor, the sum set forth above as a security deposit to be held by the Lessor in accordance with State or local law or ordinance to secure the faithful performance by the Lessee of all of the provisions contained in this lease. If Lessee performs all of the obligations as provided in this lease and pays all sums due Lessor, then Lessor, after the Lessee has surrendered possession of the premises and delivered the keys thereto to Lessor, shall refund said deposit to Lessee, including interest as provided by law. If Lessee has failed to perform or comply with any of the provisions of the lease, then Lessor may apply all or any part of the security deposit in payment of any sums due from Lessee to Lessor, or to pay for repair of any damages caused by Lessee, Lessee's co-occupants or guests. The security deposit shall not be treated as advance payment of rent, and the Lessee shall not apply the security deposit as rent during the term of the lease unless Lessee obtains written permission from Lessor to do so.

4. POSSESSION: If Lessor cannot deliver possession of the premises at the commencement of the lease term, the rent shall be abated until the premises are available for occupancy by Lessee, or at Lessee's option, the Lessee may terminate this lease upon written notice to Lessor. Lessor shall not be liable to Lessee for any consequential damages to Lessee arising as a result of Lessor's inability to give Lessee possession of the premises at the commencement of the lease term.

5. CONDITION OF PREMISES: Lessee has examined the premises prior to accepting the same and prior to the execution of this lease, and is satisfied with the physical condition thereof, including but not limited to the heating, plumbing and smoke detectors. Lessee's acceptance of possession shall constitute conclusive evidence of Lessee's receipt of the premises in good order and repair as of the commencement of the lease term. Lessor or his agent has made no promises as to condition or repair to Lessee, unless they are expressed in this lease or a rider hereto signed by Lessee and Lessor or his agent, and no promises to decorate, alter or repair the premises have been made by Lessor or his agent, unless expressed herein.

6. LIMITATION OF LIABILITY: Except as provided by state or local law or ordinance, Lessor shall not be liable for any damage (a) occasioned by failure to keep Premises in repair; (b) for any loss or damage of or to Lessee's property wherever located in or about the building or premises, or (c) acts or neglect of other tenants, occupants or others at the building.

7. LESSEE TO MAINTAIN: Lessee shall keep the premises and the fixtures and appliances therein in a clean and healthy condition, and in good working order, and in accordance with any and all ordinances applicable to the tenancy, at Lessee's own expense, and upon the termination of this lease, for any reason, Lessee shall return the premises to Lessor in as good a condition of cleanliness and repair as at the commencement of this lease, reasonable wear and tear excepted. Lessee shall make all necessary repairs to the premises whenever damage has occurred or repairs are required due to Lessee's conduct or neglect. Lessee shall replace all broken glass and fixtures and shall maintain all smoke and carbon monoxide detectors in good condition at all times, including replacing spent batteries as necessary. Upon Lessee vacating the premises, if the premises are not clean and in good repair, Lessor or his agent may replace the premises in the same condition of repair and cleanliness as existed at the commencement of the lease term. Lessee agrees to pay Lessor for all expenses incurred by Lessor in replacing the premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities or any other portion of the premises.

8. USE OF PREMISES: The premises shall be occupied for residential purposes only, and only by the persons disclosed in this lease and on the Application for Lease submitted by Lessee in connection with the renting of the premises. Lessee shall not engage in any activity, which will increase the rate of insurance on the property. Lessee shall not allow trash to accumulate in the common areas of the premises or allow objects to be thrown from windows. Lessee shall not hang objects out of windows or place objects on windowsills or ledges, which may fall and injure persons below. Lessee shall not keep any pet in the premises without written permission being first obtained from Lessor. Lessee shall not use porches for cooking, sleeping or storage of furniture, bicycles or other items of personal property. In no case shall Lessee allow porches or decks to be overloaded or occupied by more people than would be reasonably safe based on the condition of such porch or deck.

9. APPLIANCES: Lessee shall not install any air conditioning, heating or cooling equipment or dishwashers or clothes washers or dryers or other appliances in any portion of the building or premises occupied by Lessee without first obtaining Lessor's written permission to do so. All such appliances installed by Lessee shall be maintained in good working order by Lessee and removed by Lessee at the expiration of the term of the lease. Any damage caused by appliances installed by Lessee shall be the responsibility of Lessee and Lessee shall reimburse Lessor for the cost of repair of any damage caused by such appliances.

10. HEAT AND HOT WATER: Lessor agrees to provide Lessee with heat and hot water in sufficient quantities as may be required by law or ordinance during the term of the lease. If the Premises contains separate heating and/or hot water fixtures, then Lessor's sole obligation shall be to provide Lessee such fixtures in good operating condition at the commencement of the lease, and Lessee shall be responsible for the utility costs for the operation thereof.

11. DISTURBANCE: Lessee agrees not to play televisions, radios or musical instruments or musical playback equipment in a manner which disturbs other tenants, and shall maintain the volume of such equipment at reasonable levels. In addition, Lessee agrees to limit playing of such equipment between the hours of 10:00 p.m. and 7:00 a.m. to a volume that cannot be heard by persons outside of the premises.

12. ACCESS TO PREMISES: Lessee shall permit the Lessor access to the premises at all reasonable times, subject to the notice requirements of applicable law or ordinance, to inspect the premises and/or to make any necessary repairs, maintenance or improvements or supply necessary or agreed upon services, or to determine Lessor's compliance with the provisions of this Lease. In the event of an emergency or where repairs in the building require access to Lessee's premises, Lessor may enter without prior notice to Lessee, without the same being considered a forcible entry by Lessor. Lessee's failure to provide such access shall be a breach of this lease, and Lessor shall be entitled to terminate this lease in the event such access is denied by Lessee.

13. SUBLET OR ASSIGNMENT: Lessee shall not sublet the premises or any part thereof, nor assign this lease, without obtaining Lessor's prior written permission to sublet or assign. Lessor shall not unreasonably withhold permission and will accept a reasonable sublease as provided by ordinance.

14. HOLDING OVER: If the Lessee remains in possession of the premises or any part thereof after the termination of the lease by lapse of time or otherwise, then the Lessor may, at Lessor's option, consider such holding over as constituting a month-to-month tenancy, upon the terms of this lease except at double the monthly rental specified above. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from Lessee's retaining possession of the premises. In the event Lessor accepts a payment of rent for a period after the expiration of this lease in the absence of any specific written agreement, continued occupancy shall be deemed a month-to-month tenancy, on the same terms and conditions as herein provided, except for the double rent provision, to the extent permitted by state or local law or ordinance.

15. FORCIBLE DETAINER: If Lessee defaults in the payment of rent or any part thereof, Lessor may distrain for rent and shall have a lien on Lessee's property for all monies due Lessor, or if Lessee defaults in the performance of any of the covenants or agreements herein contained, Lessor or his agents, at Lessor's option, may terminate this Lease and, if abandoned or vacated, may re-enter the premises. Non-performance of any of Lessee's obligations shall constitute a default and forfeiture of this lease, and Lessor's failure to take action on account of Lessee's default shall not constitute a waiver of said default.

16. LIABILITY FOR RENT: Lessee shall continue paying rent and all other charges for the Premises to the end of the term of this lease, whether or not the Premises becomes vacant by reason of abandonment, breach of the lease by Lessee, wrongful termination by Lessee or if the Lessee has been evicted for breach of this lease, to the extent said obligation for rent has not been mitigated, abated or discharged, in whole or in part, by any law or ordinance. Notwithstanding any of the provisions contained in this section, the Landlord shall make a good faith effort to re-let the Premises (but not in priority to other vacancies) and if the Premises is re-let, Lessee shall be responsible for the balancer of the rent, costs, advertising costs and attorney's fees) in connection therewith.

17. BINDING EFFECT: If Lessee shall violate any covenant or provision of this lease, Lessor shall have the right to terminate this lease or Lessee's right to possession pursuant to the lease upon appropriate legal notice to Lessee. If Lessee assigns this lease, whether with or without Lessor's permission as required herein, the covenants and conditions contained in the Lease shall nonetheless be binding on the assignee as if assignee had signed the lease. Nothing contained in this paragraph 17 shall preclude Lessor from commencing legal proceedings against any assignee of this lease who obtained possession from the party named as Lessee in this Lease without Lessor's written permission as required in paragraph 13 above.

18. ATTORNEY'S FEES: If Lessor commences legal proceedings to enforce the covenants of this lease due to Lessee's breach thereof, Lessee shall pay Lessor's reasonable attorney's fees incurred to enforce Lessee's compliance with the terms of this Lease.

19. CONTINUOUS OCCUPANCY: Lessee shall maintain continuous occupancy of the premises, and not allow the same to remain vacant for any period in excess of ten days without notifying the Lessor of such vacancy. Lessee shall not allow persons other than those authorized by the Lease to occupy the premises as guests for periods exceeding seven consecutive days during the term of the Lease for any reason.

20. REMEDIES CUMULATIVE: Lessor's remedies contained in this Lease are cumulative and are in addition to, and not in lieu of, any other remedies granted to Lessor pursuant to this Lease or applicable State or Local Law or Ordinance.

21. FIRE OR CASUALTY: If the Premises, Building or any part thereof shall become uninhabitable as a result of fire, explosion or other casualty, Lessor and Lessee shall have all of the rights provided by state or local law or ordinance. For purposes of this paragraph, Lessor's good faith effort to obtain insurance adjustments, settlements or awards to obtain sufficient funds to perform repairs made necessary due to fire, explosion or other casualty shall be deemed diligent efforts to repair the Building within a reasonable time.

22. SECURITY GATES OR BARS: The installation by Lessee of any metal gate or bars on doors or windows is dangerous and strictly prohibited. Lessee shall immediately remove same upon notice by Lessor to Lessee to do so and Lessor shall have the right to immediately remove any such installation at Lessee's expense if Lessee shall fail to do so upon notice. Lessee hereby grants Lessor access to the leased premises at all reasonable times for the purpose of removing such gates or bars. The cost of repairing any damage to the leased premises caused by the installation and/or removal of such gates or bars shall be paid by Lessee upon demand by Lessor therefore, in addition to all costs of enforcement of this paragraph 22, including reasonable attorney's fees incurred by Lessor in enforcing this provision. In addition to the foregoing, the installation of such gates or bars shall constitute a breach of this lease, entitling Lessor, at Lessor's sole option, to terminate Lessee's right to possession of the premises pursuant to this lease and commence proceedings to dispossess Lessee from the premises.

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

24. RULES AND REGULATIONS: Lessee agrees to obey the Rules and Regulations contained in this Lease, and any attachments and inclusions hereto as well as any further reasonable Rules and Regulations established by the Lessor during the pendency of this lease. The Rules and Regulations are hereby incorporated into and made a part of this lease. Failure to observe the Rules and Regulations shall be deemed to be a material breach of this lease, and in event of such breach, Lessor shall be entitled to terminate Lessee's right to possession under the Lease upon ten days' notice, and shall further be entitled to such rights and remedies as provided by applicable state or local law or ordinance.

25. SUBORDINATION OF LEASE: This lease is subordinate to all mortgages which may now or hereafter affect the real property of which the Premises forms a part. The recordation of this lease, or any

memorandum thereof by Lessee shall constitute a material breach of this lease.

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

RULES AND REGULATIONS

1. No dogs, cats, or other animals shall be kept in the premises except with the Lessor's prior consent, and subject to the conditions set forth in any such consent. No animals are permitted without a leash in any public areas of the premises.

2. No additional locks or other similar devices shall be attached to any door without Lessor's written consent.

3. Lessee shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the premises any inflammable fluids or materials which may be hazardous to life or property.

4. Hallways, stairways and elevators shall not be obstructed or used for any purpose other than ingress and egress from the building. Children are not permitted to play in the common areas. Lessee may not store any items in the hallways or common areas of the building.

5. Operation of electrical appliances or other devices which interfere with radio or television reception is not permitted.

6. Deliveries and moving of furniture must be conducted through the rear entrance of the building at times permitted by Lessor.

7. Lessee may not barbeque or operate cooking equipment on porches or balconies.

8. Lessee shall not dispose of rubbish, rags or other items which might clog toilets or sink drains into toilets or sink drains.

9. Lessee shall not place any signs or advertisements on the windows or within the apartment or otherwise upon the Building, if such signs are visible from the street.

10. Lessee shall dispose of garbage and refuse by securely bagging or wrapping same and disposing of it in designated garbage containers or incinerators. Lessee shall not allow garbage containers to overflow and shall see to it that garbage container lids are fully closed and secure at all times.

11. Lessee shall not install a waterbed or any other unusually heavy item of furniture without prior written permission from Lessor.

12. Lessee shall not interfere in any manner with the heating or lighting or other fixtures in the building nor run extension cords or electrical appliances in violation of the Building Code.

13. Lessor may bar individuals from the building and/or Lessee's premises. All guests and invitees of Lessee shall observe all rules and regulations of the building. If these provisions are violated by guests, they may be barred and/or arrested for criminal trespass, after they have received a barred notice and then have been placed on a barred list by Lessor. Violation of this rule are grounds for termination of your tenancy.

ASSIGNMENT BY LESSOR

In consideration of One Dollar to the undersigned in hand paid, and of other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor hereby transfers, assigns and sets over to _____ all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____ 20__.

Dated _____, 20__.

_____(SEAL)

_____(SEAL)

GUARANTEE

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

Dated _____ 20__.

_____(SEAL)

_____(SEAL)