

Evanston Apartment Lease		Date of Lease: 4/11/2018	<p>1. RENT PAYMENT: All rent is due in Lessor's Office at 2320 N. Damen, Suite 1D, Chicago, IL 60647, no later than the 1st day of each month. Any rent received after 5:00 p.m. on the 5th day of the month will be considered late and that month's rent shall be increased by a Late Fee. The Late Fee is 5% of the total monthly rent, but not to exceed the maximum allowable by Ordinance or law. The Late Fee shall constitute Additional Rent for that month and shall be due to Lessor as rent. It is Tenant's responsibility to ensure that all payments are delivered in sufficient time. Lessor reserves the right to demand payment of rent by certified check, money order or cashier's check. Any check submitted for payment may be processed not as a check, but as an electronic transaction. Electronic transactions will appear on payor's check bank statement as a debit to the account of the check. Checks processed as electronic transactions may be increased, as permitted, to cover any Additional Rent owed, including, but not limited to, Late Fees, NSF or dishonored check Fees or other Additional Rent due under the terms of this Lease.</p> <p>2. CONDITION OF PREMISES: Tenant has examined the premises and the common areas prior to the execution of this Lease, and is satisfied with the location and general physical condition. Lessor or Lessor's agent have made no promises to decorate, alter or repair the premises, or promises as to condition, unless expressly made in writing and attached hereto.</p> <p>3. POSSESSION: Possession shall be deemed to be delivered on the day that Lessor delivers or makes available to Tenant the keys to the apartment. If Lessor does not deliver possession, rent shall abate until possession has been delivered. If Lessor determines that it will no longer be able to deliver possession, Lessor may notify Tenant of such determination, after which either party may terminate this Lease, upon written notice, one to the other. Lessor shall not be liable to the Tenant for any damages to Tenant arising out of Lessor's failure to deliver possession.</p> <p>4. SECURITY DEPOSIT: Tenant has deposited with Lessor the Security Deposit in the amount set forth above for the performance of each and every covenant and agreement to be performed by Tenant under this Lease. Lessor shall have the right, but not the obligation, to apply the Security Deposit in whole or in part as payment of such amounts as are reasonably necessary to remedy Tenant's defaults in the payment of rent or in the performance of the covenants or agreements contained herein. Lessor's right to possession of the Apartment for non-payment of rent or any other reason shall not be affected by the fact that Lessor holds any Security Deposit. Tenant's liability is not limited to the amount of Security Deposit. Lessor shall give Tenant written notice of the application of Security Deposit or any part thereof only as required by law or Ordinance. Upon receipt of said notice, Tenant shall at once deposit with Lessor an amount sufficient to restore the Security Deposit in full. Upon termination of this Lease, full payment of all amounts due and full and satisfactory performance of all of Tenant's covenants, obligations and agreements (including surrender of the Apartment in accordance with this Lease), the Security Deposit or any portion thereof remaining un-applied shall be returned to Tenant in accordance with applicable law and Ordinance. This Lease shall serve as a receipt for the Security Deposit received above. Any person working in the principal office of the company authorized to manage the premises, the principal office being where rent is delivered, is authorized to manage the Apartment and to act for or on behalf of the owner(s) and manager(s) for the purpose of service of process and for the purpose of receiving and accepting for notices and demands.</p> <p>5. HEATING, UTILITIES & TELECOMMUNICATIONS (Natural Gas, Hot and Cold Water, Electricity, Heat, A/C, Phone, Cable, Telecommunications, etc.): If separately metered and equipped with individual heating equipment, the cost of heating (gas, and/or electricity) shall be the responsibility of Tenant. Lessor is not responsible for, nor shall Lessor be required to provide access to, any cable, computer, telephone, data or other telecommunication, data or media services, network(s), connections, outlets, or other access, by, to or for Tenant, except as otherwise provided for by city, state or federal law or ordinance. Lessor is not responsible for the presence or functionality of any telecommunication connections, jacks, access points, outlets, or other telecommunication, media, or data access in the apartment. The presence of such connections, receptacles or jacks shall not be construed as a promise by Lessor to provide any such connection or that said receptacles are functional or can be made functional. Any costs to Tenant associated with any and all such services and devices shall be Tenant's responsibility. Tenant is responsible for making all arrangements to establish all utility and telecommunication services and billing with each service or utility provider.</p> <p>6. ALTERATIONS, ADDITIONS, FIXTURES, APPLIANCES, PERSONAL PROPERTY: Tenant shall make no alterations or additions nor install, attach, connect, or maintain in the Apartment or any part of the Building, interior or exterior, major appliances or devices of any kind without in each and every case the written consent of Lessor and then, if granted, only upon the terms and conditions specified in such written consent.</p> <p>7. ACCESS: Lessor shall at all times retain and use any keys necessary for access to the Apartment. Lessor shall have the right to enter the Apartment to make necessary repairs, or for the operation of the apartment or property, with proper notice. Entry between 8:00 am and 8:00 pm, or at any other time expressly requested by Tenant shall be presumed reasonable. Notice for the purpose hereof may be by regular mail, telephone, personal delivery or other means designed in good faith to provide notice to Tenant. Lessor shall have the right to show the apartment to prospective new Tenants, purchasers, or other invitees, in accordance with all local ordinance. Tenant shall not interfere with Lessor's efforts to show the apartment and shall be liable for any damages caused by a breach of this provision.</p> <p>8. RENTER'S INSURANCE & TENANT PROPERTY: Tenant must obtain renter's insurance in amounts as Tenant deems necessary, naming Lessor as additional insured. All Tenant's personal property in the apartment or elsewhere in the building shall be at the sole risk of the Tenant. Lessor does not insure Tenant's personal property against loss for any reason. Storage, if available, is unsecured, uninsured, and is provided at Tenant's sole risk.</p> <p>9. TENANT'S USE OF APARTMENT: The Apartment shall be used for residential purposes and occupied solely by the Tenant, those persons specifically listed in the lease and any minor children of Tenant. Notwithstanding any law or ordinance to the contrary, Tenant may not rent or sublet the apartment as a short term vacation rental using Airbnb or similar services. Use of the apartment as an AirBNB rental, in violation of City Ordinance, is prohibited. The City aggressively pursues violators and has imposed significant fines against tenants who violate this Ordinance. Additionally, we may be obligated to evict any tenants who are identified as using the apartment as an AirBNB type rental.</p> <p>10. LESSOR RENTAL EXPENSES: Tenant agrees that if it vacates the Apartment prior to the expiration of this lease, and does not provide a qualified sub-tenant to Lessor to fully perform all of Tenant's obligations under the term of this Lease, Lessor will incur substantial administrative expense in re-renting the apartment (including, but not limited to, rental fees, showing expenses, advertising expenses, rental commissions, application expenses, office and leasing schedule coordination). To cover such costs, Lessor may charge Tenant a Rental Fee, equal to one (1) month rent for such services. The Rental Fee shall be considered Additional Rent. Tenant remains obligated for all unpaid rent and all other additional damages and expenses caused by this or any other breach, that exceed this Rental Fee.</p> <p>11. NSF AND DISHONORED CHECKS: All Tenant payments that are dishonored will be assessed a charge of \$60.00 each time the payment is dishonored. This charge shall be considered Additional Rent.</p> <p>12. KEYS: Pursuant to Section 765 ILCS 705/15, tenant shall have the right to rekey the lock(s) to the apartment. If Tenant rekeys the locks, Tenant shall provide Lessor with a copy of the keys to ensure that Lessor has continued access to the apartment.</p> <p>13. PETS: Pets are not allowed except with written permission from Lessor. In the event written permission is not obtained, there will be Additional Rent of \$10.00 per pet per day for each day the pet is in the apartment. This Additional Rent will continue until Tenant either obtains written permission from Lessor, or Tenant informs Lessor, in writing, that the pet(s) have been removed from the premises.</p> <p>14. MONTHLY SMOKE DETECTOR AND CO DETECTOR CHECK: Tenant agrees to check all smoke detectors and/or CO detectors in the apartment on a monthly basis and immediately replace batteries when necessary. Tenant agrees to immediately inform Lessor of missing or malfunctioning detectors.</p> <p>15. LAUNDRY FACILITIES: Laundry facilities are provided as a convenience to the Tenants. Lessor shall not be liable or responsible to Tenant for failure of machine to operate or for any damages resulting from the use of the laundry equipment.</p> <p>16. MONTHLY SERVICES FEE: MONTHLY SERVICES FEE: The Monthly Services Fee is for bundled services, including but not limited to, where applicable, landscaping, snow removal, janitorial services, storage, inspection and building fees, and recycling and trash removal, but does not include any building utilities that are master metered public utility services, all of which are paid by the Lessor.</p>
BEGINNING: 2:00 p.m 00/00/00		ENDING: 11:00 a.m 00/00/00	
MONTHLY RENT \$ Monthly Services Fee \$30.00		SECURITY DEPOSIT \$	
Address Of Apartment:			
Tenants(s)			
<p>Lessor: (Owner/Agent Disclosure) Owner or agent authorized to manage the Apartment and to act for or on behalf of the Owner for the purpose of service of process and for the purpose of receiving and accepting for notices and demands.</p>		2320 N. DAMEN SUITE 1D CHICAGO, ILLINOIS 60647 (773) 862-5200	
RENT MUST BE DELIVERED TO:		Your Resident Code is:	
2320 N. DAMEN SUITE 1D CHICAGO, IL 60647 (773) 862-5200		SAMPLE Please put your Account Code on all Rent Checks and correspondence	
<p>Disclosure of Information Lead-Based Paint and/or Lead-Based Paint Hazards 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 based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.</p> <p>Lessor's Disclosure <input checked="" type="checkbox"/> Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. <input checked="" type="checkbox"/> Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.</p> <p>Lessee's Acknowledgment (initial) ____ Lessee has received copies of all information listed above. ____ Lessee has received the pamphlet <i>Protect Your Family from Lead in Your Home</i>.</p> <p>Agent's Acknowledgment (initial) ____ Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.</p> <p>Certification of Accuracy The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.</p>			
Lessee(s)(Tenant(s))		Lessor	
X _____ Date _____		X _____ On behalf of, owner(s), as agent for owner(s)	
X _____ Date _____			
X _____ Date _____			
X _____ Date _____			
X _____ Date _____			
X _____ Date _____			

17. TENANT'S USE OF APARTMENT: The Apartment shall be occupied solely for residential purposes by Tenant, those other persons specifically listed in the application for these Lease, and any minors which may be born to or legally adopted by Tenant during the Term hereof. Unless otherwise agreed in writing, guests of Tenant may occupy the Apartment in reasonable numbers for no more than three consecutive weeks during any Term hereof. Neither Tenant nor any of these persons shall perform nor permit any practice that may damage the reputation of, or otherwise be injurious to, the Building or neighborhood, or be disturbing to other tenants, be illegal, or increase the rate of insurance on the Building.

18. TENANT'S UPKEEP: Tenant agrees to maintain the Apartment in a clean, sanitary and safe condition and at all times in compliance with all applicable governmental laws and ordinances. On termination of this Lease, Tenant shall return the Apartment to Lessor in like condition, reasonable wear excepted.

19. SUB LEASING, EARLY TERMINATION OR BUY-OUT OF LEASE:

Tenant may exercise one of the following options:

OPTION A: SUB-LEASE: Tenant may elect to Sub-Lease the premises. Tenant shall be responsible for finding and securing the prospective Sub-Tenant(s) and obtaining Lessor's written approval of such Sub-Tenant. Prospective Sub-Tenant must be approved by Lessor through Lessor's ordinary Tenant approval and evaluation process which includes but is not limited to submitting to Lessor a completed Application for Apartment used by Lessor in the ordinary course of business. Sub-Let Tenant must be approved by Lessor before moving into apartment.

There are no additional fees in connection with Lessee's Sub-Letting.

Sub-Letting does not release Tenant from Tenant's obligations under the terms of the Lease; Tenant's Sub-Tenant is liable to Tenant and Lessor in accordance with the terms of the Sub-Lease, and Tenant remains liable to Lessor in accordance with the terms of the Lease.

OPTION B: LEASE EARLY TERMINATION OF LEASE OBLIGATION: Tenant may elect to re-rent the apartment themselves and request the assignment and Early Termination of their Lease obligations on a date earlier than the original termination date. Tenant shall be responsible for finding and securing the prospective new tenant ("New Tenant") and obtaining Lessor's written approval of New Tenant. Prospective New Tenant must be approved by Lessor by submitting to Lessor a completed Application for Apartment, and fully executing Lessor's regular Apartment Lease, before taking possession of the premises.

There is an Early Termination/Release of Lease Obligation Fee of \$200.00 which must be paid prior to Early Termination and Release of Lease Obligation.

In the event of the Early Termination of this Lease, and then, only upon the execution and completion of all necessary documents, Leases, etc. by current and New Tenant, and payment of all fees, current Tenant shall be released from any and all obligations of the Lease, including, but not limited to the obligation to pay Rent.

OPTION C: COMPLETE LEASE BUYOUT: Tenant may elect to Buy-out and terminate their Lease by delivering to Lessor payment of the Buy Out fee ("Buy Out Fee") at any time during any month. The Buy Out Fee is equal to two (2) times the monthly rent. The Lease shall then terminate on the last day of the second (2nd) full month ("Termination Month") after the payment. After payment, all regular monthly rent shall continue to be due through and including the Termination Month. (ie: a tenant is renting an apartment for \$800.00 per month and decides on July 20th that they want to terminate their Lease. In order to buy out their Lease, they must pay a Buy Out Fee of \$1,600.00 on or before July 31st. The Lease would then terminate on September 30th. Tenant must also pay all rent for the months of August and September, as they become due.) Tenant may use the pre-paid rent, if any, towards their remaining rental obligation. Written notice of Lessee's intention to buy-out the Lease must accompany the Buy Out Fee. In order for the buy-out to be effective, all rent and additional rent (late fees, NSF charges, etc) ("Unpaid Rent") must be paid in full prior to the Termination Month. Failure to pay all Unpaid Rent will render the buy-out null and void and all payments shall be applied, first, to outstanding balances due and, second, to future rent. At any time, Lessor has the right to reject tenant's Buy-out offer. Upon completion of the above terms, and after the Termination Month, Tenant shall be released from all future obligations of the Lease, including the payment of rent.

20. ABANDONMENT: The Apartment shall be deemed abandoned when actual notice has been provided to Lessor or when Tenant has abandoned as defined by law or ordinance. Lessor shall have the rights of possession and the right to dispose of any abandoned property as provided by law or ordinance.

21. TERMINATION AND RETURN OF POSSESSION: Upon the termination of this Lease, Tenant shall yield up immediate possession to Lessor and deliver all keys to Lessor at the place where rent is payable, or as otherwise directed by Lessor. The mere retention of possession thereafter shall constitute a forcible detainer. In the event Tenant holds over and does not vacate and return possession of apartment at the expiration of the Lease, Holdover Rent will apply as follows: 3 times the daily pro-rated rent, but no less than \$200.00, for the first day of the holdover month and 2 times the daily pro-rated monthly rent for any additional days beyond the first day of the holdover month. After the first holdover month, the Lease shall then continue on a month to month basis at a monthly rent equal to 1.5 times the monthly rent of the last month of the written Lease. In addition, Tenant shall be liable for any damages arising from Tenants holdover. Notwithstanding the definition of abandonment by law or ordinance, at Lessor's discretion, possession of keys to, or property in, the apartment may be construed by Lessor as possession by Tenant of the apartment. In the event Tenant takes possession of the premises prior to the commencement date of the Lease, Tenant agrees to pay Lessor the daily pro-rated rent for the period Tenant has early possession. The payment or acceptance of pro-rated rent shall not be construed as a promise of early possession or consent to holding over, nor shall it serve to limit any damages that may be owed by Tenant as a result of Tenant's actions.

22. NOTICES: Any legal notice or demand may be served by tendering it to any person thirteen years old or older, residing in 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.

23. APPLICATION FOR APARTMENT: The Application for Apartment for this Lease and all representations and promises made by Tenant contained therein are hereby made a part of this Lease. Tenant warrants that the information given by Tenant in the application is accurate and true. If such information is false, Lessor may, at Lessor's sole option, terminate this Lease by giving Tenant not less than 10 days prior written notice of such breach and specifying the date of termination. Tenant remains obligated for Rent and other damages in the event of such termination.

24. LIMITATIONS OF LESSOR LIABILITY: Tenant agrees that, except as provided under applicable law and except for instances of negligence or willful misconduct of Lessor, its agents or employees, Lessor, its agents and employees shall not be liable for any damage to the person or property of Tenant or any other person occupying or visiting the Apartment or Building, sustained due to the Apartment or Building or any part thereof or any appurtenances thereof becoming out of repair (as example and not by way of limitation), due to damage caused by water, snow, ice, frost, steam, fire, sewerage, sewer gas or odors; heating, cooling, and ventilating equipment, bursting leaking pipes, faucets and plumbing fixtures; mechanical breakdown or failure; electrical failure; the misuse or non operation of observation cameras or devices (if any), master or central television equipment and antennas (if any), cable television equipment (if any) or mailboxes; or due to the happening of any accident in or about the Building; or due to any act or neglect of any other tenant or occupant of the Building or any other person. Further, except as provided under applicable law, Lessor shall not be liable to Tenant for any damage to the person or property of Tenant sustained due to, arising out of, or caused by, the acts or omissions of any third party whether or not such third party is a tenant of the Building.

25. REMEDIES CUMULATIVE, NON-WAIVER:

A. All rights and remedies given to Tenant or to Lessor shall be distinct, separate, and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law.

B. No waiver of any breach or default of either party hereunder shall be implied from any omission by the party to take any action on account of a similar or different breach or default.

C. Except as expressly prohibited by law or ordinance, no express waiver shall affect any breach other than the breach specified in the express waiver and such express waiver shall be effective only for the time and to the extent therein stated.

26. TENANTS WAIVER: Tenant's covenant to pay rent is and shall be independent of each and every other covenant of this lease; provided however that nothing herein shall preclude Tenant from exercising any rights contained in the Evanston RLTO or prohibited by law or ordinance.

27. LESSOR'S REMEDIES:

A. If Tenant:

(1) defaults in the payment of any single installment of rent or in the payment of any other sum required to be paid under this Lease or under the terms of any other agreement between Tenant and Lessor and such default is not cured within 10 days of written notice; or

(2) defaults in the performance of any other covenant or agreement hereof, and such default is not cured by Tenant within 10 days after written notice to Tenant from Lessor (unless the default involves a hazardous condition which shall be cured forthwith);

Lessor may treat such event as a breach of this Lease and Lessor may exercise all rights and remedies provided at law or in equity including, if applicable, the termination of this Lease and the term created hereby, in which event Lessor may forthwith repossess the Apartment in accordance with this Lease hereof.

B. Tenant shall pay to Lessor all Lessor's costs, expenses and attorney's fees in and about the enforcement of the covenants and agreements of this Lease only as allowed and provided by court rules, statute or ordinance.

28. RECEIPT OF REQUIRED DOCUMENTS: By execution of this Lease, Tenant confirms and acknowledges that Tenant has received the following documents from Lessor:

A. A summary of the Evanston Residential Landlord and Tenant Ordinance; and

B. A copy of the Lead Paint Disclosure for Residential Lease;

C. A copy of the pamphlet *Protect Your Family from Lead in Your Home*.

29. ADDITIONAL TENANT RESPONSIBILITIES:

Tenant shall:

A. Pay all Rent when due;

B. Pay any Additional Rent when due;

C. Pay all costs or damages for repairs or replacement to the premises and building, cleaning, re-keying locks, or other damages caused by Tenant or their guests;

D. Pay all costs for missing Smoke and/or CO detectors, plus 150.00 each;

E. Pay all collection fees, late charges and any other costs related to late rent;

F. Pay seventy five dollars for the costs associated with the preparation and delivery of all legal notices;

G. Place all garbage in sealed bags before placing in dumpsters. No garbage may be placed outside of dumpster. No dumping of furniture or other debris. Pay for removal costs for any debris placed in or near dumpsters that is not in sealed bags;

H. Move in and out through the rear or service stairs. If Tenant moves in or out through the front hallways and stairs Tenant will be assessed for any damage. Damage charges for moving through the front stairs and hallways will be a minimum of \$200.00 but may be more, depending on the extent of the damage.

30. FORWARDING ADDRESS: Tenant must notify Lessor of their forwarding address, IN WRITING, AT LESSOR'S OFFICE. All mail will be sent to Tenant at their written forwarding address. If Lessor does not receive a written forwarding address from Tenant, prior to the expiration of their Lease, all mail will be sent to Tenant at Tenant's last known address, (which is the Apartment address). All administrative costs incurred by Lessor due to Tenant's failure to provide a written forwarding address will be borne by Tenant. The administrative cost to Lessor of re-issuing any check as a result of Tenant's failure to provide a written forwarding address will be \$50.00 per check, to be paid by Tenant. Lessor may deduct re-issue fees) from any check(s) to be re-issued. It is assumed that Tenant has consented to such fees if a request is made to re-issue checks and no prior written forwarding address was provided to Lessor.

31. DAMAGE AND CLEANING: Upon the expiration of this Lease, Tenant shall entirely vacate the premises, including all storage areas and common areas of the property, of all personal property and return the apartment and premises to Lessor in broom swept condition. Any cleanup required due to Tenant's actions shall be charged at the minimum hourly rate of \$25 plus any additional costs of disposal.

32. ALTERATIONS: Tenant shall not paint or alter apartment under any circumstances. Any painting or other alterations made by Tenant shall be repainted and/or restored by Lessor at the minimum rate of \$30 dollars per person per hour for labor, materials and coordination.

33. OTHER AGREEMENTS:

A. The headings or captions of paragraphs are for identification purposes only and do not limit or construe the contents of the paragraphs.

B. Lessor as used herein shall refer to the person, partnership, corporation or trust herein above set forth in that capacity. Obligations and duties to be performed by Lessor may be performed by Lessor, its agents, employees or independent contractors. Only Lessor or its designated agent may amend or modify this Lease or Lessor's obligations hereunder.

C. All rights and remedies of Lessor under this Lease, or that may be provided by law, may be exercised by Lessor in Lessor's own name individually, or in Lessor's name by Lessor's agent. All legal proceedings for the enforcement of any such rights or remedies, including distress for rent, forcible detainer, and any other legal or equitable proceedings, may be commenced and prosecuted to final judgment and execution by Lessor, in Lessor's own name individually, or by agent of any Lessor who is a principal.

D. Tenant agrees that Lessor may at any time and as often as desired assign or re-assign all of its rights as Lessor under this Lease.

E. The words Lessor and Tenant as used herein shall be construed to mean plural where necessary and the necessary grammatical changes required to make the provisions hereof apply to corporations or persons, women or men, shall in all cases be assumed as though in each case fully expressed.

F. The obligations of two or more persons designated Tenant in this Lease shall be joint and several. If there be more than one party named as Tenant, other than children in a family, all must execute this Lease and any modification or amendment hereto.

G. Apartment used herein shall refer to the dwelling unit leased to Tenant.

H. Tenant's use of any storeroom, storage area, laundry room or parking space in or about the Building shall be as licensee only, and unless specifically provided for otherwise in this Lease or by separate License, such license is granted without charge to Tenant and may be revoked by Lessor at any time. **Tenant agrees that Lessor shall not be liable for any loss or damage to or of any property placed in or on storeroom, storage area, laundry room or parking spaces. Tenant should not store or leave valuable items in such areas.** The termination of this Lease for any reason shall also serve to terminate Tenant's right to use such storeroom, storage area, laundry room or parking spaces.

I. Tenant authorizes Lessor to run credit checks from time to time, and to verify information given to Lessor prior to, during, and subsequent to the course of this Lease, for the purposes of collection of rent or other monies owed Lessor.

J. Building as used herein shall include the entire physical structure located at and about the address herein above stated, including machinery, equipment and appurtenances which are a part thereof, grounds, recreational areas and facilities, garages and out-buildings, and other apartment buildings which form a complex owned or operated as a single entity.

K. The invalidity or unenforceability of any provision hereof shall not affect or impact any other provision.

L. In the event of a conflict between the terms and provisions of this Lease and the terms and provisions of the Evanston Residential Landlord and Tenant Ordinance, the terms and provisions of the RLTO shall control.

34. PROMISES OF THE PARTIES: The terms and conditions contained herein shall be conclusively deemed the agreement between Tenant and Lessor and no modification, waiver or amendment of this Lease or any of its terms, conditions or covenants shall be binding upon the parties unless made in writing and signed by the party sought to be bound.

35. CONFLICT: In the event any of the terms or conditions in this Lease conflict with any governmental laws or ordinances, the governmental laws or ordinances shall prevail.

CITY OF EVANSTON

CHAPTER 3 - LANDLORD AND TENANT REGULATIONS

SECTION:

5-3-1. - TITLE, PURPOSE AND SCOPE.

- (A) Short Title. This chapter shall be known and may be cited as the RESIDENTIAL LANDLORD AND TENANT ORDINANCE.
- (B) Purpose And Declaration Of Policy. It is the purpose of this chapter and the policy of the city, in order to protect and promote the public health, safety and welfare of the citizens, to establish rights and obligations of the landlord and the tenant in the rental of dwelling units and to encourage the landlord and the tenant to maintain and improve the quality of housing.
- (C) Construction Of Chapter. This chapter shall be liberally construed and applied to promote its purposes and policies.
- (D) Scope:
 1. Territorial Application. This chapter applies to, regulates and determines rights, obligations and remedies under a rental agreement, wherever made, for a dwelling unit located within the city.
 2. Exclusions. Unless created to avoid the application of this chapter, the following arrangements are not governed by this chapter:
 - a. Residence at a public or private medical, geriatric, educational or religious institution;
 - b. Occupancy under a contract of sale of a dwelling unit if the occupant is the purchaser;
 - c. Occupancy in a structure operated for the benefit of a social or fraternal organization; or
 - d. Transient occupancy in a hotel or motel.

(Ord. No. 19-0-75)

- e. Occupancy in a cooperative apartment by a shareholder of the cooperative.

(Ord. No. 114-0-89)

(Ord. No. 19-0-75; Ord. 114-0-89; Ord. No. 8-0-12, (48-0-11(exh. B, § 5-3-1)), 1-23-2012)

5-3-2. - GENERAL DEFINITIONS; PRINCIPLES OF INTERPRETATION.

(A) Defined. Subject to additional definitions contained in subsequent sections of this chapter:

ACTION.	Includes recoupment, counterclaim, setoff, suit in equity, and any other proceeding in which rights are determined, including an action for possession.
CODE.	Includes any ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or

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TENANT.	A person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.
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(Ord. No. 19-0-75; Ord. 97-0-06; Ord. 44-0-07, 1-15-2008)

- (B) Unconscionability. If the court finds the rental agreement, or a settlement in which a party waives or agrees to forego a claim or right under this chapter or under a rental agreement, to have been unconscionable when made, the court may grant the following relief:
 1. Nonenforcement; or
 2. Nonenforcement of the unconscionable provision only; or
 3. Limit the application of any provision to avoid an unconscionable result.
- (C) Notice. A person has notice of a fact if:
 1. He has actual knowledge of it;
 2. He has received notice of it; or
 3. From all the facts and circumstances known to him/her at the time in question, he/she has reason to know that it exists. A person gives notice to another by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know of it.

(Ord. No. 19-0-75)

(Ord. No. 19-0-75; Ord. 97-0-06; Ord. 44-0-07, 1-15-2008; Ord. No. 8-0-12, (48-0-11(exh. B, § 5-3-2)), 1-23-2012)

5-3-3. - RENTAL AGREEMENTS.

5-3-3-1. - TERMS AND CONDITIONS OF RENTAL AGREEMENT.

- (A) A rental agreement complying with the requirements of this chapter shall be executed for the rental of all dwelling units within the jurisdiction regardless of the duration of the tenancy herein. The landlord and tenant may include in a rental agreement terms and conditions not prohibited by this chapter and other rules of law including rent, term of the agreement and other provisions governing the rights and obligations of the parties.
- (B) All rental agreements for leases of dwelling units subject to this chapter shall contain the full names and birth dates of all occupants of the dwelling unit leased or to be leased under the rental agreement. The individual occupancy of the dwelling unit may not be changed without an amendment to the existing rental agreement reflecting the change in occupancy and shall in no case exceed the maximum occupancy permitted elsewhere in this code for that size unit.
- (C) Rent is to be payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit at the beginning of any term of one month or less and otherwise in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent shall be uniformly apportionable from day to day.
- (D) Unless the rental agreement fixes a definite term, the tenancy shall be week to week in the case of a tenant who pays weekly rent, and in all other cases month to month.

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	appearance of any premises or dwelling unit.
COMMON AREA.	Includes a part or area of the premises not within any dwelling unit.
DWELLING UNIT.	A structure or the part of a structure that is used as a home, residence or sleeping place by one or more persons who maintain a household.
FAIR RENTAL VALUE.	The prevailing value of comparable rental units in the city.
LANDLORD.	The owner, lessor or sublessor of the dwelling unit or the building of which it is a part. An owner is one or more persons, jointly or severally, in whom is vested all or part of the legal title to property, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgagee in possession.
MATERIAL NONCOMPLIANCE.	A failure to comply with laws or regulations, including the City of Evanston residential landlord-tenant ordinance, and the International property maintenance code adopted under section 1 of this title, or the requirements or determinations of a reviewing inspector from the Community and Economic Development Department and/or health department and/or fire department when that failure increases risk to landlord or tenant(s), or adversely affects the rights and welfare of the landlord or tenant(s). A failure to comply may result in termination of the lease. This may include only a single instance of noncompliance if it is substantial or repeated minor violations.
PERSON.	An individual or a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association or any other legal or commercial entity.
PREMISES.	A dwelling unit and the structure of which it is a part, and facilities and appurtenances therein, and grounds, areas and facilities held out for the use of tenants.
RENT.	All payments to be made to the landlord under the rental agreement.
RENTAL AGREEMENT.	A written agreement and valid rules and regulations adopted under section 4-2 of this chapter embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.

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(Ord. No. 97-0-06; Ord. No. 8-0-12, (48-0-11(exh. B, § 5-3-3-1)), 1-23-2012)

5-3-3-2. - EFFECT OF UNSIGNED OR UNDELIVERED RENTAL AGREEMENT.

- (A) If the landlord does not sign and deliver a written rental agreement, signed and delivered to him/her by the tenant, acceptance of rent without reservation by the landlord gives the rental agreement the same effect as if it had been signed and delivered by the landlord, for the term set forth in the rental agreement.
- (B) If the tenant does not sign and deliver a written rental agreement, signed and delivered to him/her by the landlord, acceptance of possession and payment of rent without reservation gives the rental agreement the same effect as if it had been signed and delivered by the tenant.
- (C) If a rental agreement given effect by the operation of this section provides for a term longer than one year, it is effective for only one year.

(Ord. No. 19-0-75; Ord. No. 8-0-12, (48-0-11(exh. B, § 5-3-3-2)), 1-23-2012)

5-3-3-3. - PROHIBITED PROVISIONS IN RENTAL AGREEMENTS.

- (A) Except as otherwise provided by this chapter, no rental agreement may provide that the tenant or the landlord:
 1. Agrees to waive or to forego rights or remedies under this chapter.
 2. Authorizes any person to confess judgment on a claim arising out of the rental agreement.
 3. Agrees to the limitation of any liability of the landlord or tenant arising under law or to indemnify the landlord or tenant for that liability or the costs connected therewith.
- (B) A provision prohibited by subsection (A) of this section included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing any provision known by him/her to be prohibited, the tenant may recover actual damages sustained by him/her and not more than two (2) months' rent and reasonable attorney fees.

(Ord. No. 19-0-75; Ord. No. 8-0-12, (48-0-11(exh. B, § 5-3-3-3)), 1-23-2012)

5-3-4. - TENANT OBLIGATIONS.

5-3-4-1. - MAINTAIN DWELLING UNIT.

- The tenant shall:
- (A) Comply with all obligations imposed upon tenants by provisions of the codes applicable to the dwelling unit;
 - (B) Keep that part of the premises that he/she occupies and uses as safe as the condition of the premises permits;
 - (C) Dispose from his/her dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;
 - (D) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
 - (E) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in the premises;

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SAMPLE

- (A) In an action for possession based upon nonpayment of rent or in an action for rent where the tenant is in possession, the tenant may counterclaim for any amount which he/she may recover under the rental agreement or this chapter. In that event, the court may order the tenant to pay into court all or part of the rent accrued and thereafter accruing, and shall determine the amount due to each party. The party to whom a net amount is owed shall be paid first from the money paid into court, and the balance by the other party. If no rent remains due after application of this section, judgment shall be entered for the tenant in the action for possession. If the defense or counterclaim by the tenant is without merit, the landlord may recover reasonable attorney fees.

- (B) In an action for rent where the tenant is not in possession, the tenant may counterclaim as provided in subsection (A) of this section, but the tenant is not required to pay any rent into court.

(Ord. No. 19-0-75; Ord. No. 8-0-12, (48-0-11)(exh. B, § 5-3-7-5)), 1-23-2012)

5-3-7-6. - FIRE OR CASUALTY DAMAGE.

- (A) If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that enjoyment of the dwelling unit is substantially impaired, the tenant may:

1. Immediately vacate the premises and notify the landlord in writing within fourteen (14) days thereafter of his/her intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or
2. If continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

- (B) If the rental agreement is terminated, the landlord shall return all security recoverable under section 5-3-5-1 of this chapter and all prepaid rent. Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or casualty.

- (C) A tenant may not exercise remedies in this section if the fire or casualty damage was caused by the deliberate or negligent act or omission of the tenant, a member of his/her family, or person on the premises with his/her consent.

(Ord. No. 19-0-75; Ord. No. 8-0-12, (48-0-11)(exh. B, § 5-3-7-6)), 1-23-2012)

5-3-8. - HOLDOVER; ABUSE OF ACCESS.

5-3-8-1. - HOLDOVER REMEDIES.

If the tenant remains in possession without the landlord's consent, after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and if the tenant's holdover is willful, the landlord in addition may recover an amount not more than two (2) months' periodic rent or twice the damages sustained by him/her, whichever is greater, and reasonable attorney fees. If the landlord consents to the tenant's continued occupancy, Subsection 3-(C) of this chapter applies.

(Ord. No. 19-0-75; Ord. No. 8-0-12, (48-0-11)(exh. B, § 5-3-8-1)), 1-23-2012)

5-3-8-2. - LANDLORD AND TENANT REMEDIES FOR ABUSE OF ACCESS.

- (A) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or terminate the rental agreement. In either case, the landlord may recover damages and reasonable attorney fees.

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1. The violation of a code was caused primarily by lack of care by the tenant, a member of his/her family or other person on the premises with his/her consent; or
2. The tenant is in default in rent, other than a purported default under Subsection 7-3 of this chapter.

(Ord. No. 19-0-75)

(Ord. No. 19-0-75; Ord. 126-0-82; Ord. No. 8-0-12, (48-0-11)(exh. B, § 5-3-9-1)), 1-23-2012)

5-3-9-2. - CIVIL ACTIONS BY CITY.

Whenever the city manager or his/her designee has reasonable cause to believe that any landlord or tenant is engaged in a pattern of practice of violating the provisions of this chapter, the city may bring a civil action by filing a complaint signed by the city manager, setting forth the facts pertaining to such pattern of practice and requesting such relief, including an application for a permanent or temporary injunction, restraining order and damages as hereinbefore provided against the landlord or tenant responsible for such pattern of practice, as may be necessary to ensure compliance with the provisions of this chapter and the full enjoyment of the rights herein established. The foregoing does not limit the city's authority to institute actions pursuant to Subsection 12-3 of this chapter to enforce Section 5-3-12 of this chapter.

(Ord. No. 8-0-81; Ord. No. 8-0-12, (48-0-11)(exh. B, § 5-3-9-2)), 1-23-2012)

5-3-10. - ATTACHMENT OF CHAPTER TO RENTAL AGREEMENT.

- (A) A current copy of the ordinance codified herein shall be attached to each written rental agreement whether it be a City of Evanston model apartment lease agreement or a landlord drafted written lease agreement, when any such agreement is initially offered to any tenant or prospective tenant by or on behalf of a landlord and whether such agreement is for a new rental or a renewal thereof. The lessee shall acknowledge receipt of the ordinance codified herein on the executed lease.

- (B) If a tenant in a civil legal proceeding against his/her landlord establishes that a violation of subsection (A) of this section has occurred, he/she shall be entitled to recover two hundred dollars (\$200.00) in damages and reasonable attorney fees.

- (C) The model apartment lease agreement ("agreement"), as amended from time to time, shall be on file with the city clerk. Each amended agreement form shall be effective for a minimum of one year. Leases entered into during the effective period of a particular agreement form shall remain valid notwithstanding amendments made in the agreement form during the lease term.

(Ord. No. 44-0-07, cff. 1-15-2008; Ord. No. 8-0-12, (48-0-11)(exh. B, § 5-3-10)), 1-23-2012)

5-3-11. - CONDOMINIUM CONVERSIONS.

Provisions of this chapter that contradict, modify, expand or limit the right of landlords or tenants established under this chapter shall prevail over the provisions of this chapter for leases entered into or renewed subsequent to the effective date of the residential condominium ordinance.

(Ord. No. 12-0-79; Ord. No. 8-0-12, (48-0-11)(exh. B, § 5-3-11)), 1-23-2012)

5-3-12. - INTERRUPTION OF TENANT OCCUPANCY.

- (B) If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful, but which have the effect of harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct, or terminate the rental agreement. In each case, the tenant may recover an amount equal to not more than two (2) months' rent or twice the damages sustained by him/her, whichever is greater, and reasonable attorney fees.

(Ord. No. 19-0-75; Ord. No. 8-0-12, (48-0-11)(exh. B, § 5-3-8-2)), 1-23-2012)

5-3-8-3. - NOTICE OF REFUSAL TO RENEW RENTAL AGREEMENT.

- (A) If the rental agreement will not be renewed or if a month to month tenancy will be terminated, the landlord shall notify the tenant in writing thirty (30) days prior to the termination date.

- (B) If the landlord fails to give the required written notice, the tenant may remain in his/her dwelling for two (2) months, commencing on the date that the written notice is received by the tenant. During such period, the terms and conditions of the tenancy shall be the same as the terms and conditions during the month of tenancy immediately preceding the notice.

(Ord. No. 19-0-75; Ord. No. 8-0-12, (48-0-11)(exh. B, § 5-3-8-3)), 1-23-2012)

5-3-9. - RETALIATORY CONDUCT; CIVIL ACTIONS BY CITY.

5-3-9-1. - RETALIATORY CONDUCT.

- (A) Except as provided in this section, a landlord may not retaliate by increasing rent or decreasing services or by bringing or threatening to bring action for possession or by refusing to renew a rental agreement because the tenant has:

1. Complained in good faith of a code violation to a government agency charged with the responsibility for the enforcement of such code;
2. Complained to the landlord of a violation under Subsection 5-2(D) or Section 5-3 of this chapter;
3. Organized or become a member of a tenant union or similar organization; or
4. Exercised or attempted to exercise any right or enforce any remedy granted to him/her under this chapter.

(Ord. No. 19-0-75)

- (B) If the landlord acts in violation of subsection (A) of this section, the tenant has a defense in any retaliatory action against him/her for possession and is entitled to the following remedies: he/she shall recover possession or terminate the rental agreement and, in either case, recover an amount equal to not more than two (2) months' rent or twice the damages sustained by him/her, whichever is greater, and reasonable attorney fees. If the rental agreement is terminated, the landlord shall return all security and interest recoverable under Section 5-1 of this chapter and all prepaid rent. In an action by or against the tenant, if there is evidence of a complaint within one year prior to the alleged act of retaliation, it may be presumed that the landlord's conduct was retaliatory. The presumption does not arise if the tenant made the complaint after notice of a proposed rent increase.

(Ord. No. 126-0-82)

- (C) Notwithstanding subsections (A) and (B) of this section, a landlord may bring an action for possession if:

5-3-12-1. - UNLAWFUL INTERRUPTION.

It is unlawful for any landlord or any person acting at his/her direction to knowingly oust or dispossess or attempt to oust or dispossess any tenant from a dwelling unit without authority of law, by plugging, changing, adding or removing any lock or latching device; or by blocking any entrance into said unit; or by removing any door or window from said unit; or by interfering with the services to said unit, including, but not limited to, electricity, gas, hot or cold water, plumbing, heat or telephone service; or by removing a tenant's personal property from said unit; or by the use of force or threat of violence, injury or force to a tenant's person or property; or by any other act rendering a dwelling unit or any part thereof or any personal property located therein inaccessible or uninhabitable.

(Ord. No. 8-0-81; Ord. No. 8-0-12, (48-0-11)(exh. B, § 5-3-12-1)), 1-23-2012)

5-3-12-2. - EXCLUSIONS.

The provisions of Subsection 12-1 of this chapter shall not apply where:

- (A) A landlord acts in compliance with the laws of Illinois pertaining to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict a tenant or his/her personal property; or
- (B) A landlord acts in compliance with the laws of Illinois pertaining to distress for rent; or
- (C) A landlord acts pursuant to court order; or
- (D) A landlord interferes temporarily with possession only as necessary to make needed repairs or inspection and only as provided by law; or
- (E) The tenants with a right to possession of the dwelling unit have been absent therefrom for thirty (30) consecutive days without advising the landlord of such absence or their intent to return, current rent is thirty (30) or more days overdue, and after diligent inquiry the landlord has reason to believe that tenants have abandoned the premises and do not intend to return.

(Ord. No. 8-0-81; Ord. No. 8-0-12, (48-0-11)(exh. B, § 5-3-12-2)), 1-23-2012)

5-3-12-3. - FINES.

- (A) Each member of the police department, while on duty, is hereby authorized to arrest any person who is found to have violated any of the provisions of Subsection 12-1 of this chapter.
- (B) Any person found guilty of violating Subsection 12-1 of this chapter shall be fined not less than two hundred dollars (\$200.00) nor more than five hundred dollars (\$500.00), and each day that such violation shall occur or continue shall constitute a separate and distinct offense for which a fine as herein provided shall be imposed.

(Ord. No. 8-0-81; Ord. No. 8-0-12, (48-0-11)(exh. B, § 5-3-12-3)), 1-23-2012)

5-3-12-4. - CIVIL REMEDY.

If a tenant in a civil legal proceeding against his/her landlord establishes that a violation of Subsection 12-1 of this chapter has occurred, he/she shall be entitled to recover possession of his/her dwelling unit or personal property and shall recover an amount equal to not more than two (2) months' rent or twice the actual damages sustained by him/her, whichever is greater, and reasonable attorney fees. A tenant may pursue any civil remedy for violation of this section 5-3-12 regardless of whether a fine has been entered against the landlord pursuant to Subsection 12-3 of this chapter.

(Ord. No. 8-0-81; Ord. No. 8-0-12, (48-0-11)(exh. B, § 5-3-12-4)), 1-23-2012)

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5-3-12-5. - TENANT'S RIGHT TO TERMINATE.

If a landlord or any person acting at his/her direction violates Subsection 12-1 of this chapter, the tenant shall have the right to terminate the rental agreement by sending the landlord written notice of his/her intention to terminate within three (3) days of the violation. If the rental agreement is terminated, the landlord shall return all security deposits, prepaid rent and interest to the tenant in accord with this chapter.

(Ord. No. 8-0-81; Ord. No. 8-0-12, (48-0-11(exh. B, § 5-3-12-5)), 1-23-2012)

SAMPLE



Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about being surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.

Health Effects: Blood lead levels of 10 micrograms per deciliter (µg/dL) or higher are considered to be a health hazard.



Protect Your Family From Lead In Your Home



EPA United States Environmental Protection Agency

Health Study Consumer Product Safety Commission

Health Study Department of Housing and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, dust, and soil can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing.



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead from Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

FACT: Lead exposure can harm young children and babies, even before they are born.

FACT: Even children who seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

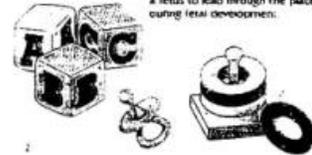
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

- ◆ Nervous system and kidney damage
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence
- ◆ Speech, language, and behavior problems
- ◆ Poor muscle coordination
- ◆ Decreased muscle and bone growth
- ◆ Hearing damage

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy
- ◆ Harm to a fetus, including brain damage or death
- ◆ Fertility problems (in men and women)
- ◆ High blood pressure
- ◆ Digestive problems
- ◆ Nerve disorders
- ◆ Memory and concentration problems
- ◆ Muscle and joint pain



Lead affects the body in many ways.

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs
- ◆ In apartments, single-family homes, and both private and public housing
- ◆ Inside and outside of the house
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 42 months of age, and tend to peak at 18 to 24 months of age. Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan. Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface. Blea a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.6 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills
- ◆ Doors and door frames
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot (µg/ft²) and higher for floors, including carpeted floors
- ◆ 250 µg/ft² and higher for interior window sills
- ◆ Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:
 - ◆ 400 parts per million (ppm) and higher in play areas of bare soil
 - ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common testing uses.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

- You can get your home tested for lead in several different ways:
 - A paint inspection tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
 - A risk assessment tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
 - A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable X-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call 1-800-424-LEAD (5323) for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.



What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk.

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **RIAMMBEL: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as: spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good hygiene:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and painting glass to cover job with high lead levels. These actions (called "containment") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special material. Just painting over the hazard with regular paint is not permanent removal!

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is complete, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors.
- 250 $\mu\text{g}/\text{ft}^2$ for interior window sills, and
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a belt-sander, power torch, high temperature heat gun, dry scrapers, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the document "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this document.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



- Drinking water. Your home might have plumbing with lead or lead solder. Call your local health department or water agency to find out about testing your water. Your car batteries, joints, or water pipes, and boiling your water, will not get rid of lead. If you filter your drinking water, you might have lead in it.



White paint, dirt, and soil are the most common sources of lead. Other lead sources also exist.



- Use only cool water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- The job. If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted toys and furniture.
- Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.
- Lead smelters or other industries that release lead into the air.
- Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture.
- Folk remedies that contain lead, such as "gins" and "gamboge" used to treat intestinal worms.

For More Information

The National Lead Information Center:

Call 1-800-424-LEAD (424-5323) to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/office/lead.

EPA's Safe Drinking Water Hotline:

Call 1-800-424-6791 for information about lead in drinking water.

Consumer Product Safety:

Commission (CPSC) Hotline:

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1-800-633-2772, or visit CPSC's Web site at www.cpsc.gov.

Health and Environmental Agencies:

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the internet at www.epa.gov/lead or contact the National Lead Information Center at 1-800-424-LEAD.

For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.



EPA Regional Offices

Your regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices:

Region 1 (Connecticut, Massachusetts, Rhode Island, New Hampshire, New Jersey, Vermont)
Regional Lead Center:
U.S. EPA Region 1
Suite 1100 (2/F)
One Congress Street
Boston, MA 02114-3021
(617) 325-2344

Region 2 (Delaware, District of Columbia, Maryland, Virginia, West Virginia)
Regional Lead Center:
U.S. EPA Region 2
1445 Arch Avenue, 12th Floor
Dallas, TX 75201-2737
(214) 665-7571

Region 3 (Alabama, Georgia, Florida, Mississippi, Louisiana, Arkansas, Missouri, Kentucky, Tennessee, North Carolina, South Carolina, West Carolina)
Regional Lead Center:
U.S. EPA Region 3 (EPOC-3)
3030 North Tower
Fayetteville, NC 28401
(715) 814-3000

Region 4 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Center:
U.S. EPA Region 4
1120 Erie Street, Suite 500
Columbus, OH 43260-1240
(614) 311-6000

Region 5 (Maine, New Brunswick, Nova Scotia, Prince Edward Island, Quebec, New Brunswick)
Regional Lead Center:
U.S. EPA Region 5
61 North Street, 3rd Floor
Annapolis, MD 21401
(410) 501-8998

Region 6 (Kentucky, Tennessee, Mississippi, Alabama, Georgia, Florida, South Carolina, North Carolina)
Regional Lead Center:
U.S. EPA Region 6
75 Patterson Street
San Francisco, CA 94102
(415) 847-4100

Region 7 (Iowa, Kansas, Missouri, Nebraska, Oklahoma, Texas)
Regional Lead Center:
U.S. EPA Region 7
1000 North Main Street
Kansas City, MO 64108
(816) 334-2020

Region 8 (Colorado, Arizona, New Mexico, Nevada, Utah, Idaho, Montana, Wyoming, North Dakota, South Dakota)
Regional Lead Center:
U.S. EPA Region 8
1000 North Main Street
Kansas City, MO 64108
(816) 334-2020

CPSC Regional Offices

Your regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center:

Consumer Product Safety Commissioner
200 North Street, Room 901
New York, NY 10014
(212) 432-4111

Western Regional Center:

Consumer Product Safety Commissioner
1301 Clay Street, Suite 810 N.
Oakland, CA 94612
(510) 637-4000

Central Regional Center:

Consumer Product Safety Commissioner
230 South Dearborn Street, Room 204
Chicago, IL 60604
(312) 253-8100

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P. 320
Washington, D.C. 20411
(202) 755-1290

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Property Manager
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3. Create a username and password for your account.
4. Make a one time payment or set up auto-pay with checking account information and routing number.

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Rafael Rodriguez^	t0003076^
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