Chicago Residential Lease

For Apartments, Condominiums, Single Family Homes, and Townhomes

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V2 1 2015

Date of Lease	Term of Lease		Monthly Rent
	Lease Beginning Date	Lease Ending Date & Time	
01 / 06 / 2015	02/01/2015	03/31/2016 11:59PM	$3350-

Leased Address (Premises):	3343 N. CLARK ST. #4B

In consideration of the mutual covenants and agreements herein stated, Landlord(s) hereby leases to Tenant(s) and Tenant(s) hereby leases from Landlord(s) for a private dwelling only, the Premises, together with the fixtures and appliances belonging thereto, for the above Term of Lease, subject to all the provisions of this Lease.

[Yes]	[No]	The following are incorporated into the Lease when indicated	
	X	A Security deposit is being held by Landlord (if any)	$ None
		Illinois Financial Institution (Name and Address) where Security Deposit shall be or is held (if any)	
X		Non-Refundable Move-In Fee paid to Landlord (if any)	$ 500
X		Pets Permitted (description of any pet permitted during lease):	N/A
X		Parking included in lease (space number(s) if any):	ASSIGNED
	X	Additional Storage Location (if any):	N/A
	X	Furnished? If yes, Furnished Rider Attached	N/A
Rent shall include the following (check those that apply)			X Water ☐ Electricity ☐ Gas ☐ Basic Cable ☐ Satellite ☐ Internet X Lawn Care X Snow Removal ☐ Other
Appliances owned and provided by Landlord (check those that apply).			X Refrigerator X Microwave X Oven/Range X Dishwasher X Washer X Dryer ☐ Other
Landlord's Property Insurer. (Name, Address, and Phone of Homeowner Insurance Company).			
Tenant's Property Insurer. (Name, Address, and Phone of Renter Insurance Company).			

Identification of Tenant(s):	
Name(s) ①	OWEN TULL
②	JUST OSMUNDSON
③	MIKE WALKER
Telephone: ①	847.274.4713 ② 612.910.1422 ③ 952.913.2058
Email: ①	OWEN.J.TULL@GMAIL
② JOSMUNDSON20@GMAIL ③ MLWALKER1903@GMAIL	

Landlord(s) or Authorized Management Agent:	
Name(s):	LANGDON CLARK LLC
Address:	2629 N. SOUTHPORT AVE UNIT 1 CHICAGO IL 60614
Telephone:	847.987.9490
Email:	JEFF@LANGDONPARTNERSRE.COM

Name(s) of persons authorized to occupy premises:

Person authorized to Act on Behalf Of Owner for the Purpose of Service of Process and Accepting Notices:	
Name:	
Address:	
Telephone:	

Additional Agreements and Covenants:

FIRST MONTH FREE. TENANTS AGREE TO BEGIN PAYING $3350/MONTH ON 03/01/2015

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, on the day first above written

Tenant(s):		Landlord(s):	
	1/13/2015		
	1/13/2015		
	1/13/2015		

IMPORTANT: This is a Chicago Association of REALTORS® form lease and is not specifically tailored to the legal requirements of your particular situation. The applicable laws and regulations for residential leases frequently change and differ between municipalities. It is important that you consult with an attorney prior to using this lease.

Lead-Based Paint and Radon Disclosures *(Separate Documents)*

Lead-Based Paint Hazard Disclosure: ☐ Applicable ☒ Not Applicable

Disclosure of Radon Hazards: ☐ Applicable ☒ Not Applicable

The parties acknowledge they have received and executed separately the above applicable disclosure(s).

Landlord: _____ Date: _____

Landlord: _____ Date: _____

Tenant: _____ Date: 1/13/2015

Tenant: _____ Date: 1/13/2015

Tenant: _____ Date: 1/13/2015

Heating Cost Disclosure

The cost of heating is the responsibility of the ☒ Tenant ☐ Landlord. The average monthly cost of utility service projected by the utility providing the primary source of heat (heating supply) based on energy consumption during the most recent annual period of continuous occupancy by one or more prior occupants, current or expected rates and normalized weather by the method approved by the Illinois Commerce Commission is $ 150.

Tenant Acknowledgment OH MW JO

Notice of Conditions Affecting Habitability

☒ None Known

☐ See Attached

I hereby acknowledge that Landlord has disclosed any code violations, code enforcements litigation and/or compliance board proceedings during the previous 12 months for the Premises and common areas and any notice of intent to terminate utility service, copies of which, if any, are attached to the lease.

Tenant Acknowledgment OH MW JO

Tenant hereby acknowledges receipt of the following:

- X Residential Landlord and Tenant Ordinance Summary
- X Security Deposit Interest Rate Summary
- ___ City of Chicago Building Code Violations (if applicable)
- ___ Security Deposit Receipt
- X Protect Your Family From Lead in Your Home Pamphlet
- X Receipt of Heating Cost Disclosure
- X Preventing Bedbug Infestations In Apartments Pamphlet
- X Radon Testing Guidelines Pamphlet
- ___ Condominium Association Rules & Regulations

Tenant Acknowledgment OH MW JO

LEASE COVENANTS AND AGREEMENTS

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

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2. Tenant Inspection Prior to Occupancy: Building Code Violations. Tenant has inspected the Premises and all common areas of the property to which Tenant has lawful access during the Lease Term, and is satisfied with their general condition and appearance. Tenant acknowledges that there have been no representations, promises or other undertakings by Landlord, or any agent of Landlord, made to induce Tenant to enter into this Lease, except those expressly made in writing, relative to the repairs, decorating, additions to, or removal of any portion of the Premises or of the property. Tenant further acknowledges that attached hereto are copies, if any, of notices received from the City of Chicago during the twelve months prior to the date hereof concerning code violations, and copies of notices from any utility provider regarding termination of utility services.

Tenant Acknowledgment OH MW JO

3. Tenant Responsibility Regarding Bed Bug Infestation. Tenant shall be responsible for all requirements and obligations set forth in the Municipal Code of Chicago deemed "Tenant Responsibilities" and shall be liable for any and all damages which may occur as a result of Tenant's failure to strictly abide by any requirement as set forth in the Municipal Code of Chicago concerning any duty, condition, or responsibility required of Tenant with regard to reporting, treatment, or cooperation with Landlord in regards to Bed Bug infestation.

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4. The Rent. Tenant shall pay the Monthly Rent to Landlord or Landlord's agent on the first day of each month as set forth herein.

5. Late Fee. The Monthly Rent shall be automatically increased $10, plus 5% of the amount by which the Monthly Rent exceeds $500, as additional rent, if received by Landlord after the 5th of the month for which it is due.

6. Returned Bank Items. If any check or other bank instrument tendered for payment of any tenant obligation hereunder is returned for insufficient funds, Tenant shall pay Landlord a $ 50 fee as additional rent. Landlord shall further have the right to demand that any such returned item be replaced by a cashier's check or money order. If Tenant tenders more than two checks or bank drafts during the term of this Lease which are returned for insufficient funds, Landlord shall have the right to demand that all future obligations hereunder be paid by cashier's check or money order.

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

8. Security Deposit. (If applicable). If Landlord has accepted the Security Deposit to insure Tenant's specific performance of each and every agreement, covenant, rule and obligation contained in this Lease, Landlord shall have the right, but not the obligation, to use the Security Deposit in whole or part, as a setoff against any default, either in payment of rent or other breach, which results in any loss to Landlord. If Tenant has complied with all obligations under this Lease, Landlord shall, within 45 days after Tenant vacates the Premises, refund the Security Deposit. The Security Deposit shall be held in a Federally Insured interest bearing account in a bank, savings and loan association, or other financial institution located in the State of Illinois. Interest on the Security Deposit shall be paid at the rate set by the City Comptroller for security deposits held more than six months and may be paid to Tenant either directly or by credit in the form of a rent reduction. The Security Deposit shall not be allocated by Tenant toward payment of rent.

9. Use of Premises. The Premises shall be occupied exclusively for residential purposes by Tenant and the other persons specifically listed in the Application and any children which may be born to or in the legal custody of Tenant during the Lease term. Unless agreed to in writing by the Landlord, no person not listed in the Application may occupy the Premises for more than a single two week period, during any single year of the Lease term. Neither Tenant nor any person in legal occupancy of the Premises with the Tenant shall perform nor permit any practice which could cause damage to the reputation of the building or Landlord, be injurious thereto, illegal, immoral, or increase the rate of insurance on the property. At no time during the Term of this Lease shall more persons reside in the Premises than would be permitted by the applicable building and/or zoning codes for the City of Chicago. Further, at no time during the Term of this Lease shall Tenant enter into short-term subleases, rooms for rent, or Air Bed & Breakfast agreements or leases. Such agreements will be considered a breach of Lease and cause for termination.

10. Tenant Maintenance Obligations. Tenant shall maintain the Premises in a clean, presentable and safe condition at all times and in accordance with all health, safety and building code regulations. At the termination of this Lease and upon surrender of the Premises, all fixtures, appliances and personal property of Landlord shall be in the same condition as they were on the Beginning Date, normal wear and tear excepted. Landlord may at its sole option use all or part of the Security Deposit (if any) to repair

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and/or replace any damage to Landlord's property caused either directly by Tenant or by Tenant's negligence.

11. Sublease. Tenant shall not sublease this Lease without the prior written consent of the Landlord, which shall not be unreasonably withheld. Landlord may require Tenant to enter a formal written sublease agreement. Any sublease of this Lease shall not release Tenant from the Tenant's obligation hereunder, until the full, specific performance and satisfaction of each and every agreement, covenant and obligation hereunder. Tenant shall be liable for any monetary and non-monetary breaches of this Lease caused by Tenant's subtenant.

12. Assignment. Tenant shall not assign this agreement without the prior written consent of Landlord

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

14. Right of Access by Landlord. Tenant shall permit reasonable access to Landlord upon receiving 2 days' notice by mail, telephone, written notice or other means designed in good faith to provide notice. Landlord shall have immediate access to the Premises in case of emergency and where repairs or maintenance elsewhere in the building unexpectedly require such access. Landlord shall give Tenant notice of such entry within two days after such entry.

15. Right of Access to Show Premises to Prospective Tenants and Purchasers. Landlord shall have the right to show the Premises to all prospective Tenants and purchasers, and any of Landlord's other invitees, in accordance with local statutes and/or ordinances. Tenant shall permit reasonable access to Landlord upon receiving 2 days' notice by mail, telephone, written notice or other means designed in good faith to provide notice. Tenant shall be liable for any damages caused to Landlord for failure to cooperate under this provision. Tenant shall not interfere with Landlord's efforts to lease the Premises or sell the property, and Tenant shall be liable for any damages caused by breach of this provision.

16. Holding Over. Tenant shall be liable for double the Monthly Rent in the event that Tenant retains possession of all or any part of the Premises after the Ending Date of this Lease. Landlord may at its sole option, upon written notice to Tenant, create a month to month tenancy between Landlord and Tenant under the same terms and conditions of this Lease. Additionally, if Tenant retains possession of all or any part of the Premises after the Ending Date of this Lease and pays less than double the Monthly Rent and Landlord accepts payment, this shall a month to month tenancy between Landlord and Tenant under the same terms and conditions of this Lease.

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

18. Utilities. Tenant is responsible for the provision and direct payment to utility providers for the utilities NOT included in the rent as outlined on page one of the Lease. Tenant is required to establish accounts with the utility providers no later than the Lease Beginning Date set forth on page one. Should Landlord be required to become obligated for payment of any utility for which Tenant is liable under the terms of this Lease, such payment by Landlord shall become an additional rent payment due and payable by Tenant.

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

20. Abandonment. The Premises shall be deemed abandoned when the criteria set forth in the Chicago Residential Landlord/Tenant Ordinance have been met, and Landlord shall have the right to relet the Premises and dispose of Tenant's possessions in the manner prescribed by law.

21. Notices. Any legal notice or demand may be served by tendering it to any person thirteen years old or older residing on or in possession of the Premises; or by certified mail addressed to the Tenant, return receipt requested; or by posting it upon the Premises door, if no authorized person under the Lease is in possession of the Premises. Further, Tenant agrees that all Tenant and building notices may be delivered by electronic communication (e-mail) to any e-mail address listed on page 1 for Tenant. This is including but not limited to, late rent notices, notices of entry, fine notices, building maintenance updates, and lease renewal options. Tenant agrees to inform Landlord immediately in writing of any email address change.

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

23. Tenant's Personal Property. Except as provided by applicable law, Landlord shall not be responsible for the loss of any of the Tenant's personal property in the Premises or any part of the building. Tenant shall obtain insurance sufficient to cover all potential losses.

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

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

26. Litigation Escrow. In the event that Tenant withholds rent in excess of that allowed by statutes or local ordinance, and Landlord institutes a lawsuit in Forcible Entry and Detainer to regain possession of the Premises, or in contract to enforce any provision of this Lease, Tenant shall place such excess rent with the Clerk of Circuit Court, pending disposition of the lawsuit.

27. Surrender of Possession. Tenant shall surrender possession of the Premises and return the keys to the Landlord or Landlord's agent, immediately upon expiration of this Lease, or upon termination due to Tenant's breach. Surrender of possession shall also be deemed to have occurred if the Tenant returns the keys to the Landlord prior to the expiration of this Lease.

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

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

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

31. Acceptance of Rent after Tenant Breach. Except where a breach is for non-payment of rent, Landlord may accept rent after a Tenant breach and the rent will be retained for use and occupancy of the Premises and shall not serve to extinguish Landlord's rights or remedies relative to any lawsuit that may be filed or in progress at the time of the Tenant breach.

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

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

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

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

36. Storage. Tenant shall not be entitled to storage space outside the Premises, unless additional storage is specified on page one.

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

38. Re-Keying of Locks upon Prior Tenant Vacating. Tenant shall have the right to change or re-key the lock(s) to the Premises, and shall upon request immediately provide Landlord a copy of the key to the new lock. In the event that Tenant fails to give Landlord the new key upon Landlords request, such failure shall be deemed an act by Tenant of Material Non-Compliance under the terms of this Lease.

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39. **Criminal Activity by Tenant.** If Tenant(s) or occupant(s), visitors, or guests on one or more occasions, uses or permits the use of the leased premises for the commission of a felony or Class A misdemeanor under the laws of Illinois, Landlord shall have the right to void the lease and recover the leased premises.

40. **Rules and Regulations of Condominium/Homeowners Association.** If the premises is a condominium, Tenant (and any of Tenant's guests, invitees, and/or assigns) shall comply at all times with any and all rules, regulations, bylaws, easements, declarations, covenants, restrictions, directions, and/or other provisions of the Condominium Association for the leased Premises. Tenant (and/or Tenant's assigns) does not obtain any voting rights of Landlord with respect to any matters for which a vote is held by or on behalf of the Condominium Association.

RULES AND REGULATIONS

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

Guaranty: On 01/06/2015, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and the performance by Tenant, Tenant's heirs, executors, administrators, successors or assigns of all covenants and agreements of this Lease.

Guarantor: _____

Guarantor Information:

Name	BRAD OSMUNDSON
Address	8799 BUNDER POINTE RD. EDEN PRAIRIE MN 55347
Phone	(612) 419-8473
Email	BOSMUNDSEN@ONWARDINVESTORS.COM

Chicago's Residential Landlord and Tenant Ordinance Summary

At initial offering, this Summary of the ordinance must be attached to every written rental agreement and also upon initial offering for renewal. The Summary must also be given to Tenant at initial offering of an oral agreement, whether the agreement is new or a renewal. Unless otherwise noted, all provisions are effective as of November 6, 1988. (Mun. Code ch. 5-12-170)

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

IMPORTANT NOTICE

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

WHAT RENTAL UNITS ARE COVERED BY THE ORDINANCE? (MUN. CODE CH 5-12-010 & 5-12-020)

- Rental units with written or oral leases (including all subsidized units such as CHA, IDHA, Section 8 Housing Choice Vouchers, etc)

EXCEPT

- Units in owner occupied buildings with six or fewer units.
- Units in hotels, motels, rooming houses, unless rent is paid on a monthly basis and unit is occupied for more than 32 days.
- School dormitory rooms, shelters, employee's quarters, non-residential rental properties.
- Owner occupied co-ops and condominiums.

WHAT ARE THE TENANT'S GENERAL DUTIES UNDER THE ORDINANCE? (MUN. CODE CH. 5-12-040)

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

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

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LANDLORD'S RIGHT OF ACCESS (MUN.CODE CH. 5-12-050)

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

SECURITY DEPOSITS AND PREPAID RENT (MUN.CODE CH. 5-12-080 AND 5-12-081)

- A landlord must give a tenant a receipt for a security deposit including the owner's name, the date it was received and a description of the dwelling unit. The receipt must be signed by the person accepting the security deposit.
- However, if the security deposit is paid by means of an electronic funds transfer, the landlord has the option to give an electronic receipt. The electronic receipt must describe the dwelling unit, state the amount and date of the deposit, and have an electronic or digital signature. (eff. 10-8-10)
- However, the landlord may accept the payment of the first month's rent and the security deposit in one check or one electronic funds transfer and deposit such rent and security deposit into one account, if the landlord within 5 days of such acceptance transfers the security deposit into a separate account. (eff. 10-8/10)
- 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 shall not be commingled with the assets of the landlord.
- A written rental agreement must specify the financial institution where the security deposit will be deposited. If there is no written rental agreement, the landlord must in writing provide such information to the tenant within 14 days of the receipt of the security deposit. If the security deposit is transferred to another financial institution, the landlord must notify the tenant within 14 days of the transfer the name and address of the new financial institution. (eff. 10-8-10)
- A landlord must pay interest each year on security deposits and prepaid rent held more than six months. (eff.1-1-92)
- The rate of interest a landlord must pay is set each year by the City Comptroller. (eff. 7-1-97)
- Before expenses for damages can be deducted from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within 30 days of the date the tenant vacates the dwelling unit.
- A landlord must return all security deposits and required interest, if any, minus unpaid rent and expenses for damages, within 45 days from the date the tenant vacates the unit.
- In the event of a fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within seven days from the date that the tenant provides notice of termination of the rental agreement (eff. 1-1-92)
- In the event of a sale or any other disposition of residential real property by a landlord, the successor landlord is liable to the tenant for any security deposit or prepaid rent prepaid to the original landlord. The successor landlord must notify the tenant, in writing, within 14 days from the disposition that the deposit or prepaid rent was transferred to the successor landlord. The original landlord remains liable for the deposit or prepaid rent until the original landlord transfers the deposit or prepaid rent to the successor landlord and provides proper notice of such transfer to the tenant. (Mun. Code Ch. 5-12-080 (e) eff.5-18-10)
- Subject to correcting a deficient amount of interest paid to a tenant on a security deposit if a landlord fails to comply with specified security deposit requirements the tenant shall be awarded damages in an amount equal to two times the security deposit plus interest. (eff.10-8-10)

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

- To give tenant written notice of the owner's or manager's name, address and telephone number. (Mun. Code ch. 5-12-090)
- Within seven (7) days of being served a foreclosure complaint an owner or landlord of a premises that is subject of the foreclosure complaint shall disclose, in writing, to all tenants of the premises that a foreclosure action has been filed. The owner or landlord shall also notify of a foreclosure suit, in writing, before a tenant signs a lease. (Mun. Code Ch. 5-12-095 eff. 11-05-08)
- To give new or renewing tenants notice of:
  1) Code citations issued by the City in the previous 12 months;
  2) Pending House Court or administrative hearing actions;
  3) Water, electrical or gas service shut-offs to the building during entire occupancy. (Mun. Code ch. 5-12-100)
- To maintain the property in compliance with all applicable provisions of the Municipal Code. (Mun. Code ch. 5-12-070)
- To not require a tenant to renew an agreement more than 90 days before the existing agreement terminates. (eff. 1-1-92) (Mun. Code ch. 5-12-130 (i))
- To provide a tenant with at least 30 days written notice if the rental agreement will not be renewed. If the landlord fails to give the required written notice, the tenant may remain in the dwelling unit for 60 days under the same terms and conditions as the last month of the existing agreement. (eff. 1-1-92) (Mun. Code ch. 5-12-130 (j))
- To not enforce prohibited lease provisions. (Mun. Code ch. 5-12-140)

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

Minor Defects

- If the landlord fails to maintain the property in compliance with the Code and the tenant or the tenant's family or guests are not responsible for the failure, the tenant may:
  1) Request in writing that the landlord make repairs within 14 days, and if the landlord fails to do so the tenant may withhold an amount of rent that reasonably reflects the reduced value of the unit. Rent withholding begins from the fifteenth day until repairs are made; OR
  2) Request in writing that the landlord make repairs within 14 days, and if the landlord fails to do so the tenant may have the repairs made and deduct up to $500 or 1/2 of the month's rent, whichever is more, but not to exceed one month's rent. Repairs must be done in compliance with the Code. Receipt for the repairs must be given to the landlord and no more than the cost of the repairs can be deducted from the rent; and also
  3) File suit against the landlord for damages and injunctive relief.

Major Defects

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

FAILURE TO PROVIDE ESSENTIAL SERVICES (HEAT, RUNNING OR HOT WATER, ELECTRICITY, GAS OR PLUMBING) (MUN. CODE CH. 5-12-110(f))

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

  1) Procure substitute service, and upon presenting paid receipts to the landlord, deduct the cost from the rent; OR
  2) File suit against the landlord and recover damages based on the reduced value of the dwelling unit; OR

Tenant Acknowledgement _____ _____ _____

3) Procure substitute housing and be excused from paying rent for that period. The tenant also may recover from the landlord the cost of substitute housing up to an amount equal to the monthly rent for each month or portion thereof; OR
4) Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold the monthly rent an amount that reasonably reflects the reduced value of its premises. Rent withholding cannot start until after the 24 hours expires and applies only to days past the 24-hour waiting period: OR (eff. 1-1-92)
5) Request that the landlord correct the failure within 72 hours and if the landlord fails to do so, terminate the rental agreement. If the rental agreement is terminated, the tenant must deliver possession and move out within 30 days or the notice of termination is considered withdrawn. (eff. 1-1-92)

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

FIRE OR CASUALTY DAMAGE (MUN. CH 5-12-110 9G))

- If a fire damages the unit to an extent that it is in material noncompliance with the Code and the tenant, tenant's family or guests are not responsible for the fire or accident, the tenant may:

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

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

- The landlord must accept a reasonable subtenant offered by the tenant without charging additional fees.
- If a tenant moves prior to the end of the rental agreement, the landlord must make a good faith effort to find a new tenant at a fair rent.
- If the landlord is unsuccessful in re-renting the unit, the tenant remains liable for the rent under the rental agreement as well as the landlord's cost of advertising.

WHAT HAPPENS IF A TENANT PAYS RENT LATE? (MUN. CODE CH. 5-12-140 (h))

- If the tenant fails to pay rent on time, the landlord may charge a late fee of $10.00 per month on rents under $500 plus 5 percent per month on that part of the rent that exceeds $500.00 (i.e. for a $450 monthly rent the late fee is $10, for a $700 monthly rent the late fee is $10 plus 5% of $200.00 or $20.00 total) (eff. 1-1-92)

WHAT HAPPENS IF A TENANT PAYS RENT DUE AFTER THE EXPIRATION OF THE TIME PERIOD SET FORTH IN A TEMINATION NOTICE? (MUN. CODE CH. 5-12-140 (g) CH. 5-12-130(g))

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

LANDLORD REMEDIES (MUN. CODE CH. 5-12-130)

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

LOCKOUTS (MUN. CODE CH. 5-12-160)

This section applies to every residential rental unit in Chicago. There are no exceptions.

- It is illegal for a landlord to lock out a tenant, or change locks, or remove the doors of a rental unit, or cut off heat, utility or water service or to do anything which interferes with the tenant's use of the apartment.
- All lockouts are illegal and the Police Department is responsible for enforcement against such illegal activity (eff. 1-1-92)(Police Special Order 93-12)
- The landlord shall be fined $200 to $500 for each day the lockout occurs or continues.
- The tenant may sue the landlord to recover possession of the unit and twice the actual damages sustained or two months' rent, whichever is greater.

PROHIBITION ON RETALIATORY CONDUCT BY LANDLORD (MUN. CODE CH. 5-12-150)

- A tenant has the right to complain or testify in good faith about their tenancy to governmental agencies or officials, police, media, community groups, tenant unions or the landlord. A landlord is prohibited from retaliating by terminating or threatening to terminate a tenancy, increasing rent, decreasing services, bringing or threatening to bring an eviction action, or refusing to renew a lease agreement.

ATTORNEY'S FEES (MUN. CODE CH. 5-12-180)

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

WHERE CAN I GET A COPY OF THE ORDINANCE?

* For a copy of the Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 North LaSalle Street, Chicago, Illinois or view it at the Municipal Reference Library, Harold Washington Library, 5th Floor, 400 S. State Street, Chicago Illinois.

Approved by the City of Chicago, July, 2010

Tenant Acknowledgement AH MW JC

January 1, 2015

Chicago's Residential Landlord and Tenant Ordinance Summary

RATE OF INTEREST ON SECURITY DEPOSITS

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

Municipal Code Chapters 5-12-080, 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 a fire, a landlord must return all security deposit and 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, 2015**, based on information from the City Comptroller's Office, the interest rate to be paid on security deposits is 0.01%.

SECURITY DEPOSIT INTEREST RATE

Current Rate - January 1, 2015 through December 31, 2015	**0.01%**
Past Rate - January 1, 2014 through December 31, 2014	0.013%
Past Rate - January 1, 2013 through December 31, 2013	0.023%
Past Rate - January 1, 2012 through December 31, 2012	0.057%
Past Rate - January 1, 2011 through December 31, 2011	0.073%
Past Rate - January 1, 2010 through December 31, 2010	0.073%
Past Rate - January 1, 2009 through December 31, 2009	0.120%

For a copy of the complete Residential Landlord and Tenant Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 N. LaSalle St. For a copy of the Residential Landlord and Tenant Ordinance Summary, visit the Department of Community Development at 121 N. LaSalle St., 10th floor.

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Protect Your Family From Lead in Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).

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Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

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Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially 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.

Women of childbearing age should know that lead is dangerous to a developing fetus.

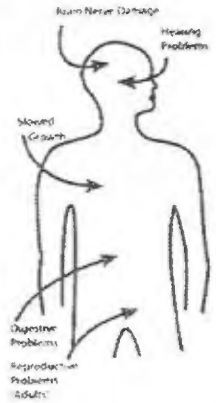
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to 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 amounts 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, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems

Check Your Family for Lead

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

Children's blood lead levels tend to increase rapidly from 6 to 12 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 lead. Blood lead 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.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.[2]

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- 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.)

Learn more about where lead is found at epa.gov/lead.

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 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. EPA currently defines the following levels of lead in soil as hazardous:

- 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

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

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Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples

- 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 trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.[3]

[3] Hearing- or speech-challenged individuals may access this number through TTY by

What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your 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, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

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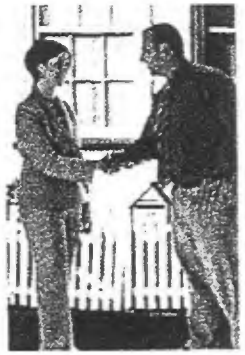
Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot (µg/ft²) for floors, including carpeted floors
- 250 µg/ft² for interior windows sills
- 400 µg/ft² for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*

RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

Tenant Acknowledgement

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - Use only cold 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.

  Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.[4]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.

[4] In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in

For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323).**

EPA's Safe Drinking Water Hotline
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies
Some states, tribes, and cities have their own rules related to lead-based paint. 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 state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD.**

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339.**

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U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U.S. EPA Washington DC 20460
U.S. CPSC Bethesda MD 20814
U.S. HUD Washington DC 20410

EPA 747-K-12-001
September 2013

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Preventing BED BUG Infestations in Apartments

Tenant Acknowledgement DH MW JO

CHICAGO

Bed bugs can be found in homes, apartments, hotels, schools, dormitories, shelters, offices and other places. This brochure provides information on bed bugs and what you should do if you have or suspect you have a bed bug infestation in your apartment. It also describes your rights and responsibilities as a tenant.

Why is this brochure being provided to me?

In 2013, the City of Chicago passed an ordinance to help address the growing problem of bed bugs. This ordinance provides that landlords and tenants share the responsibility in preventing and controlling bed bug infestations. Further, the ordinance requires that landlords provide an informational brochure on bed bugs to tenants. This informational brochure, developed by the Chicago Department of Public Health, is intended to meet this requirement.

What are bed bugs?

Bed bugs are small, flat, wingless insects. They feed on blood and can be a nuisance for individuals. They are named for their tendency to live on mattresses or other parts of a bed.

What do bed bugs look like?

Adult bed bugs are roughly the size, shape and color of an apple seed: 1/4 of an inch in length and light or reddish-brown in color. Immature forms of bed bugs are smaller and lighter in color. Eggs are tiny and white. You should be able to see the adult form with your naked eye, but may need a magnifying glass to see the immature forms or eggs. Please refer to the website listed at the end of this brochure for pictures of bed bugs.

Where do bed bugs live?

Bed bugs can be found anywhere people sleep, sit or lay down. They can be found on mattresses and box springs, especially near the piping, seams and tags, and in cracks and crevices of head boards and bed frames. They can also be found in other furniture, especially in the seams and zippers of chairs and couches, in the folds of curtains, in drawer joints, in electrical outlets, behind picture frames and in other tight spaces.

How can bed bugs get into an apartment?

Bed bugs can get into an apartment by hitching a ride on mattresses or other bedding, furniture, clothing and baggage. Once in an apartment, they can crawl from one room to another, or get into an adjacent apartment by crawling through small cracks or holes in walls or ceilings or under doors. Because bed bugs do not have wings, they cannot fly into or around your apartment.

What can I do to prevent bed bugs from getting into my apartment?

Bed bugs can be found most anywhere, so ALWAYS be aware of your surroundings. Always check furniture and bedding, especially those bought secondhand, for signs of bed bugs before you buy them. NEVER bring items that someone else has disposed of into your apartment, as these items may be infested with bed bugs. When returning home from travel within or from outside the U.S., ALWAYS inspect your luggage carefully for signs of bed bugs before you bring the luggage into your apartment.

What else can I do to prevent a bed bug infestation?

Reduce clutter, especially in bedrooms. Store unused items in sealed containers or plastic bags. Wash and dry bedding often. Check beds and furniture for signs of bed bugs. Purchase mattress and box spring covers.

Do bed bugs transmit disease?

No, bed bugs are not known to transmit disease.

Are there other health concerns related to bed bugs?

Yes. Their bites, like those of other insects, may cause an allergic reaction with swelling, redness and itching. Their presence may cause people to be anxious and lose sleep.

How do I know if I have a bed bug infestation in my apartment?

Though bites may be an indicator of a bed bug infestation, they are generally a poor one as not all people will react to bed bug bites or the bites may be due to other reasons. The best indication of an infestation is to look for physical signs of bed bugs such as live or dead bed bugs, eggs or eggshells or tiny dark spots or reddish stains on mattresses or other places where bed bugs live.

What should I do if I suspect there are bed bugs in my apartment?

Under this ordinance, tenants MUST call their landlord immediately then follow-up in writing. Tenants SHOULD NOT try to get rid of the bed bugs by applying chemicals, "bug bombs" or pesticides as these do not work and could make you, your family or neighbors sick. Once a tenant has notified the landlord, wait for additional instructions from the landlord and pest management professional. Prompt notification and treatment will help prevent the further spread of bed bugs.

Should I dispose of bedding, clothing or other materials that may be infested?

Disposing of these items is probably not necessary unless directed by a pest management professional. If there are items that do need to be disposed of, do so carefully by sealing them in plastic bags so as to not spread bed bugs further. The ordinance prohibits the recycling of any bed bug infested materials and requires that any bed bug infested materials be totally enclosed in a plastic bag and labeled as being infested with bed bugs when disposed.

What should I do with any linens or clothes that may be infested?

- Wash all linen and other infested materials (including clothing) in hot water, then after drying the clothes, keep them in the dryer and dry for an additional 20 minutes on the highest setting.
- Put un-washable or "dry clean only" materials in the dryer on the highest setting for at least 20 minutes.
- If you have to launder in a common area of the building or at a laundromat, make sure all items are enclosed in a bag before leaving your apartment to prevent the further spread of bed bugs.
- Once all these materials are laundered and dried, seal them in clean bags so bed bugs can't re-infest them.

What are my responsibilities as a tenant under this ordinance?

Tenants have two main responsibilities under this ordinance:

1) Notify your landlord within 5 days of suspecting a bed bug infestation;
2) Cooperate with the landlord by adhering to the following:

- Don't interfere with an inspection or with a treatment.
- Grant access to your apartment for an inspection or a treatment.
- Make the necessary preparations, as instructed by your landlord or a pest management professional, prior to an inspection or a treatment.
- Dispose of any items that a pest management professional has determined can not be treated or cleaned.
- Enclose in a plastic bag any personal property that will be moved through any common area of the building, or stored in any other location.

Are there any exemptions to these tenant responsibilities?

Yes. The ordinance exempts tenants who live in an assisted living or shared housing establishment, or similar living arrangement, where the establishment is required to provide the tenant assistance with activities of daily living or mandatory services. In such cases, the landlord is responsible for making the necessary preparations and removing or disposing of any personal property.

What penalties can a tenant face for not complying with these requirements?

The ordinance allows the city to issue fines to tenants for not complying with these requirements. Fines can go as high as $2,000 for a third offense. Landlords can not fine tenants.

What are my rights as a tenant under this ordinance?

Landlords can't retaliate against a tenant if the tenant:

- Complains of a bed bug infestation to a governmental agency elected representative or public official charged with responsibility for enforcement of a building, housing, health or similar code.
- Complains of a bed bug infestation to a community organization or to the news-media.
- Seeks the assistance of a community organization or the news-media to remedy a bed bug infestation.
- Asks the landlord to provide pest control measures.
- Testifies in court concerning any bed bug infestation.

What are my landlord's responsibilities under this ordinance?

Landlords have three main responsibilities under this ordinance:

1) Educate tenants about bed bugs by providing this brochure when tenants sign a new or renew an existing lease or other rental agreement.

2) Notify tenants prior to any inspection or treatment of their apartment for bed bugs and provide instructions for preparing the apartment.
3) Get rid of the bed bug infestation by providing pest control services by a pest management professional and paying for this service.

How much time does a landlord have to provide a pest management professional?

The ordinance allows landlords up to 10 days to have a pest management professional come to inspect your apartment.

Does the ordinance require any specific type of inspection or treatment?

If bed bugs are in an apartment, there is a chance they may be found in additional apartments in that same building, especially those closest to the apartment with the bed bugs. As a result, the apartments on either side and directly above and below the apartment with the bed bugs need to be inspected and if necessary, treated. Treatment will only occur if bed bugs are found.

Do these requirements apply to condominiums or cooperative building:

Yes, but only to units that are being rented.

What penalties can a landlord face for not complying with these requirements?

The ordinance allows the city to issue fines to landlords for not complying with these requirements. Fines can go as high as $2,000 for a third offense.

What should I do if my landlord is not responsive?

If you suspect there are bed bugs in your apartment, call your landlord immediately and follow-up in writing. Give your landlord up to 10 days to have a pest management professional come to inspect your apartment. If your landlord is not responsive, call 311 and file a complaint.

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Additional information, including a copy of the ordinance, can be found at:

www.cityofchicago.org/health

Follow us on Twitter & Facebook

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Radon Testing Guidelines for Real Estate Transactions

Because of the unique nature of real estate transactions, involving multiple parties and financial interests, the U.S. Environmental Protection Agency (U.S. EPA) designed special protocols for radon testing in real estate transactions. The Illinois Emergency Management Agency(IEMA)-Division of Nuclear Safety has adapted these protocols to conform with its radon regulations. These options are listed in simplified form in the table below.

Recommendations for Real Estate Transactions

IEMA strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. It is not in the best interest of the buyer or seller to rely on a radon measurement performed by anyone other than a licensed measurement professional or technician. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Test Options for Real Estate Transactions

Conduct a short-term radon test in each of the lowest structural areas of the home. For example, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test in each area is required for licensed professional measurements.

What to Look for in Short-Term Real Estate Testing Options

Option	Detector Location	What to do Next
Simultaneous Two short-term tests, 48 hours or longer, performed at the same time.	Two detectors, four inches apart, in each of the lowest structural areas suitable for occupancy.	Fix the home if the average of the two tests is 4 picoCuries per liter (pCi/L) or more.
Continuous Monitor Test One test, 48 hours or longer, performed with an active continuous monitor that integrates and records radon levels hourly.	Continuous monitor placed in each of the lowest structural area suitable for occupancy	Fix the home if the average radon level is 4 pCi/L or more.

Short-term tests may last between two and 90 days. Most last between two and seven days. Tests between seven and 90 days are usually impractical for real estate transactions. Examples of short-term detectors used in real estate testing include: activated charcoal canisters, charcoal liquid scintillation vials, electret chambers and continuous radon monitors.

If your tests don't agree, contact the IEMA-Division of Nuclear Safety

If your simultaneous or sequential tests are not in agreement (or if you're not sure whether or not they agree), contact the IEMA-Division of Nuclear Safety Radon Program or your licensed radon measurement professional.

When do you average radon test results?

The only time radon test results can be averaged is when two test results are placed simultaneously. Test results from different areas, such as above the crawl space and in the basement, are considered two different tests. Results are each independent of the other and are reported independently, such as basement result of 4.2 pCi/L and family room over crawl space result of 6.1 pCi/L. With an elevated radon level in any one of the lowest structural areas, the recommendation is to fix the house.

Interference with successful completion of a radon measurement is illegal in Illinois.

Rev 12 9/2007 (IEMA 018)

IEMA-Division of Nuclear Safety Recommendations for Real Estate Radon Measurements

- Hire a licensed radon measurement professional.
- Be sure that IEMA-Division of Nuclear Safety Radon Program radon testing protocols are followed.
- Contact the IEMA-Division of Nuclear Safety Radon Program if you are uncertain about anything regarding radon testing. www.radon.illinois.gov

Disclosure of Radon Information

The Illinois Radon Awareness Act and the Illinois Real Property Disclosure Act requires that a seller of a home disclose information if aware of unsafe concentrations of radon in the home. The acts do not require that testing or remediation work be conducted. However, many relocation companies and lending institutions, as well as home buyers, request a radon test when purchasing a house. Sellers and brokers are cautioned to err on the side of full disclosure of material facts prior to entering into a purchase agreement.

When Testing

Be aware that any test lasting less than a week requires closed-house conditions. Closed-house conditions mean keeping all windows closed, keeping doors closed except for normal entry and exit, and not operating fans or other machines which bring air in from outside (except for fans that are part of a radon reduction system, or small exhaust fans that operate for only short periods of time).

- Before Testing: Begin closed-house conditions at least 12 hours before the start of the short-term test.
- During Testing: Maintain closed-house conditions during the entire duration of the short term test, especially for tests less than one week in duration. Operate home heating or cooling systems normally during the test. For tests lasting less than one week, only operate air conditioning units that recirculate interior air.

Note that professional measurement licensees are required to post Radon Measurement in Progress Notifications at every building entry.

Where the test should be conducted

Place the detector or detectors in each lowest area suitable for occupancy, such as:

- a family room, living room, den, playroom, bedroom, workshop, or exercise room;
- in the lowest level suitable for occupancy, even if it isn't currently used but could be, without renovating.

For instance, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test should be performed in the basement and in at least one room over the crawlspace and slab-on-grade area. If an elevated radon concentration is found and confirmed in one of these areas, fix the house.

DO NOT MEASURE:

- in the kitchen, laundry room and bathroom (because fan systems and humidity may affect some detectors); or
- in crawl spaces, on floor or wall cracks, or right next to a sump pump, as this may cause a false high reading.

The detector should be placed:

- in an area where it will not be disturbed;
- at least three feet from doors and windows to the outside;
- at least one foot from exterior walls;
- 20 inches to 6 feet from the floor;
- at least four inches away from other objects horizontally and directly above the detector;
- away from drafts; and
- four feet from heat, fireplaces, furnaces, and away from direct sunlight and areas of high humidity.

If the test results show radon levels above 4 pCi/L

Contact the IEMA-Division of Nuclear Safety Radon Program. Staff can provide names and addresses of professional radon mitigators who are trained to reduce radon concentrations. We also recommend that you see our web site www.radon.illinois.gov or contact the Radon Program for a copy of our brochure, *IEMA-Division of Nuclear Safety Guide to Radon Mitigation*.

After a radon reduction system is installed

Perform an independent short-term test to ensure that the reduction system is effective. Make sure the system is operating during the entire test.

The IEMA-Division of Nuclear Safety Radon Program can provide:

- Information about radon and radon testing;
- Names of licensed radon measurement professionals;
- Names of licensed radon mitigation professionals trained to reduce radon.

Call the IEMA-Division of Nuclear Safety Radon Program at: 1(800) 325-1245

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1035 Outer Park Drive • Springfield, IL 62704
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