

SUMMARY OF RIGHTS FOR SAFER HOMES

Landlords (owners of the building or someone working for them to rent residences) are required under Illinois law to give this summary to all Illinois housing tenants as the first page of their written lease, whether the lease is new or a renewal. Access, download, or translate this summary on the Illinois Department of Human Rights website at dhr.illinois.gov/safer-homes.

If you or a member of your household are a survivor of domestic violence, dating violence, sexual assault, or stalking, you have special rights relating to your housing to make you safer.

- 1) Under the Illinois Safe Homes Act, you have the right to end your lease early and not pay future rent when you move from your rental place because of a threat of domestic violence or sexual violence.
 - To end your lease early, you must give written notice that you are leaving to your landlord before or within three days of permanently leaving (for example, by removing all of your belongings and turning over your keys to the landlord or property manager) or have left your rental place because you are under an imminent threat of domestic violence or sexual violence there. You can also end your lease early by written notice and documentation because sexual violence occurred at your rental place within the last 60 days or later, if circumstances prevented you from telling the landlord sooner.
 - You are responsible for paying rent for the period prior to providing written notice and then permanently leaving, but you are not responsible for future rent after that and cannot be charged an “early lease break fee.” Your landlord should also return your security deposit if there is no previous unpaid rent or damage to your rental place beyond normal wear and tear.
- 2) You also have the right to change your locks to prevent further domestic violence or sexual violence at your rental place.
 - To exercise this right, you need to provide written notice to the landlord that you are under an imminent threat of domestic or sexual violence; the landlord must change or give you permission to change the locks within 48 hours of your notice, at your reasonable expense. If your landlord does not change the locks within 48 hours, you can change the locks and give your landlord the new key within 48 hours.
- 3) Your landlord will be liable to you for your actual damages up to \$2,000 and reasonable attorney’s fees if they disclose to a prospective landlord that you used the Safe Homes Act or share any information you provided when using the Safe Homes Act.

Learn more about the Safe Homes Act (765 ILCS 750) from Illinois Legal Aid at ilao.info/dvleases

Each tenant acknowledges receipt of this Page 1 of this Summary by signing below and should retain a copy for their records. See also and Sign at bottom of p. 2-4.

Printed Name: _____ Signature: _____ Date: _____

Printed Name: _____ Signature: _____ Date: _____

4) If your landlord tries to evict you, and the eviction is based upon you or a household member experiencing domestic violence, dating violence, sexual assault, or stalking, you may be able to stop the eviction.

You cannot be evicted solely because:

- You or your household members are a victim of an actual incident of domestic violence, dating violence, sexual assault, or stalking
- You or your household members received threats of domestic violence, dating violence, sexual assault, or stalking
- Criminal activity in the form of domestic violence, dating violence, sexual violence, or stalking against you or a member of your household
- You did not knowingly consent to a person entering your rental place that the landlord had barred, or if the barred person is permitted by court order to enter your rental place

When asserting any of these defenses to eviction you must provide at least one form of evidence of your status (such as medical, court or police records, or a statement from a victim services organization that you sought help from).

The landlord may still be able to evict you if they prove that your continued presence in your rental place poses an actual and imminent threat to others there.

It is recommended that you seek legal assistance if facing an eviction action.

5) A landlord cannot discriminate against you under the Illinois Human Rights Act because you have an order of protection, a stalking no contact order, or a civil no contact order.

The Illinois Human Rights Act protects against discrimination, harassment, and retaliation in housing based on certain protected categories. A housing provider cannot refuse to rent to you, refuse to make repairs, or charge you additional fees because you have protections under any of the above court orders. Possible remedies include your actual damages and attorney's fees. If you are using a federal housing subsidy, you have additional protections under the Violence Against Women Act (VAWA) (42 U.S.C. Ch. 136, Subchapter III), which prevents housing providers from denying housing due to domestic violence, dating violence, sexual assault, and stalking.

Each tenant acknowledges receipt of this Page 2 of this Summary by signing below and should retain a copy for their records. See also and Sign at bottom of p. 3-4.

Printed Name: _____ Signature: _____ Date: _____

Printed Name: _____ Signature: _____ Date: _____

You can file a charge of housing discrimination with the Illinois Department of Human Rights within one year after the discrimination occurred or with the appropriate circuit court not later than two years from the date of the last discrimination.

For more information on filing a charge of housing discrimination under the Illinois Human Rights Act, visit dhr.illinois.gov/filing-a-charge/housing

6) Illinois prohibits counties and municipalities from creating or enforcing laws that penalize tenants who are survivors of domestic violence or sexual violence when they (or their landlord) contact police or other emergency services to prevent or respond to this conduct.

Illinois does not allow counties or municipalities to create or enforce laws that penalize tenants for:

- (1) Calling the police or emergency services to prevent or respond to domestic violence or sexual violence;
- (2) Incidents of domestic or sexual violence against a tenant, their household member, or guest at your rental place; or
- (3) Criminal activity at your rental place that is related to domestic violence or sexual violence.

If you are penalized by being evicted, terminated from your housing, or otherwise assessed fees or fines, you may file a complaint in circuit court under Section 1-2-1.5 of the Illinois Municipal Code (65 ILCS 5) & Section 5-1005.10 of the Illinois Counties Code (55 ILCS 5)

7) Utility companies are required to defer the initial credit and deposit requirements for a period of 60 days for a residential customer or applicant who is a victim of domestic violence

To exercise this right under Section 8-201.6 of the Public Utilities Act (220 ILCS 5/8-201), provide evidence of the domestic violence from an order of protection, a certifying letter from a medical provider or domestic violence shelter, or law enforcement personnel.

8) Please note that if you apply for or reside in federally subsidized housing there are additional housing rights under the Federal Violence Against Women Act (VAWA) relating to domestic violence, sexual assault, dating violence, and stalking.

Each tenant acknowledges receipt of this Page 3 of this Summary by signing below and should retain a copy for their records. See also and Sign at bottom of p. 4.

Printed Name: _____ Signature: _____ Date: _____

Printed Name: _____ Signature: _____ Date: _____

Below is a list of free legal service providers:

Ascend Justice – Legal aid organization that provides free legal representation to survivors of gender-based violence who need to break their lease or change their locks under the Safe Homes Act. Go to ascendjustice.org/finances-housing

CARPLS – Legal hotline helps low and moderate-income residents of Cook County with free legal advice and referrals to legal organizations. CARPLS provides assistance to tenants facing eviction; helps survivors with Safe Homes Act letters; and covers private and all types of subsidized housing.

- Go to carpls.org/services/cook-county-hotline
- CARPLS Legal Hotline: (312) 738-9200

Cook County Legal Aid for Housing and Debt Hotline - Provides free legal assistance for tenants facing eviction in Cook County.

- (855) 956-5763.

Eviction Help Illinois – Provides free legal help for Illinois residents facing an eviction.

- Go to evictionhelpillinois.org

Illinois Legal Aid Online – Provides free legal information and resources in English and Spanish, including easy legal forms, sample letters and referrals to legal aid organizations.

- Go to illinoislegalaid.org

Land of Lincoln Legal Aid – Legal aid organization that provides free legal representation to survivors under the Safe Homes Act and has an eviction hotline. Land of Lincoln Legal Aid has five offices and four satellite offices that serve 65 counties throughout central and southern Illinois.

- Go to lincolnlegal.org/apply-for-legal-services
- Eviction Hotline: (855) 601-9474
- Other housing issues, call Legal Advice and Referral Center: (618) 394-7300

Legal Aid Chicago – Legal aid organization that provides free legal representation for low-income renters in Chicago and suburban Cook County. Legal Aid Chicago has a Fair Housing Project and is a HUD enforcement agency. Legal Aid Chicago provides assistance with housing issues including: subsidized housing; breaking a lease or changing locks under the Safe Homes Act; and eviction defense.

- Go to legalaidchicago.org/get-help
- Fair Housing Intake Line: (312) 423-5909

Life Span – Legal aid organization that provides free legal services to survivors of domestic violence and sexual assault who need to break their lease or change their locks under the Safe Homes Act. Life Span provides services to survivors in Chicago and suburban Cook County.

- Go to life-span.org/get-help
- Legal assistance: (312) 408-1210

North Suburban Legal Aid Clinic – Legal aid organization that provides free legal representation for low-income renters in Lake County and north suburban Cook County who are facing eviction, need to break a lease under the Safe Homes Act, or have other landlord/tenant issues. Go to nslegalaid.org/get-help/housing

Prairie State Legal Services – Provides free legal assistance to survivors under the Safe Homes Act. Prairie State Legal Services has 11 offices located in Bloomington, Galesburg, Joliet, Kankakee, Moline, Ottawa, Peoria, Rockford, Waukegan, West Suburban (West Chicago) and Woodstock.

- Go to pslegal.org/How-To-Get-Started
- Domestic Violence Line: (844) 388-7757

Each tenant acknowledges receipt of this Page 4 of this Summary by signing below and should retain a copy for their records. Sign this last page 4 and keep this summary.

Printed Name: _____ Signature: _____ Date: _____

Printed Name: _____ Signature: _____ Date: _____

5.PETS

TENANT(S) shall not allow any pets or animals in the Premises, or in the common areas or parking lots, or in or around the LESSORS's property without LESSOR'S express written permission. If LESSOR elects to allow TENANT(S) to have a pet on premises, then LESSOR and TENANT(S) shall execute a separate PET ADDENDUM, and TENANT(S) shall pay the required pet deposit and additional monthly rent . In no event are pets or animals that are not named in the PET ADDENDUM permitted in the premises, common areas, parking lots, or anywhere on, in or around LESSOR'S property. Violations shall be cause for eviction. To avoid the filing of a Forcible Entry and Detainer action (eviction), and at LESSORS's sole discretion, TENANT(S) shall pay LESSOR the sum of \$750.00 within ten (10) days of receipt of LESSOR's notice to quit, and must permanently remove all such non-permitted pets or animals from the Premises. Payment of said sum shall in no way grant TENANT(S) the right to maintain such pets or animals, and further violations by TENANT(S) will be cause for eviction. If LESSOR and TENANT(S) enter into a separate PET ADDENDUM, then any violation of said PET ADDENDUM shall constitute a default under this Lease Agreement.

6.USE OF APARTMENT:

The apartment shall be occupied solely for residence purposes by TENANT(S), other persons listed in the application for the Lease, and any children which may be born to or legally adopted by TENANT(S) during their term. Neither TENANT(S) nor any of these persons shall perform or permit any practice that may damage the reputation of or otherwise be injurious to the building or the neighborhood or be disturbing to other TENANT(S)s, or increase the rate for insurance on the building. TENANT(S) will also be responsible for keeping the apartment neat and clean. TENANT(S) further understand that this is an entirely smoke-free property and agree to strictly refrain from any smoking (including, but not limited to: tobacco, cannabis, and vaping) in the Premises, and all hallways and common areas within the LESSOR's property. TENANT(S) shall be assessed and pay a \$500.00 fine for each violation plus any and all costs required (as determined by LESSOR, in LESSOR's sole discretion) to remove such odors from the Premises due to any smoking, including but not limited to repainting, replacing flooring and replacing upholstered furniture. TENANT(S) shall be responsible to pay any and all costs associated with repairing damage to the Premises or LESSOR's property caused by smoking or burns, which may include but is not limited to furniture replacement, flooring replacement, and full painting of the Premises.

7.LOCK-OUTS:

TENANT(S) agrees that TENANT(S) will be liable for a \$100.00 service charge in the event LESSOR is required to open the leasehold premises at the request of TENANT(S) or of government authorities.

8.CHANGE OR TERMINATION OF LEASE:

After expiration of the term of this lease as aforesaid, or the expiration for any subsequent lease term to which the parties have assented pursuant to the provisions of paragraph eight, this tenancy may be terminated at any time by mutual consent of the parties, or by either party giving notice to the other not less than thirty (30) days before the date desired to terminate. Any provision of this lease may be changed by LESSOR in like manner. The TENANT(S) further covenants with LESSOR that at the expiration of the time mentioned in this lease, peaceable possession of the said premises shall be given to LESSOR in as good a condition as they now are, the usual wear, inevitable accidents and loss by fire excepted, and upon non-payment of the whole of any portion of the rent, service charges and late fees when the same is above promises to be paid, the LESSOR may accelerate the balance due or to become due during the term of this Lease Agreement so that it is immediately due and to declare this lease at an end and recover possession as if the same were held by forcible entry and detainer, the said TENANT(S) hereby waiving any notice of such acceleration, election or demand for possession of the premises. The rental application and the information it contains is hereby expressly incorporated into the lease and the TENANT(S) agrees that any incorrect information supplied on the application is a breach of lease and is grounds for immediate eviction.

9.AUTOMATIC RENEWABILITY:

THIS LEASE IS AUTOMATICALLY RENEWABLE. TENANT(S) agrees that TENANT(S) shall give written notice thirty (30) days prior to the end of lease term that TENANT(S) does not desire such renewal and that TENANT(S) failure to give such notice shall be deemed an assent to such renewal for an additional subsequent thirty (30) day period upon the conditions herein provided.

10.PERSONAL PROPERTY:

TENANT(S) is responsible for TENANT(S) own insurance on personal property. LESSOR shall have no liability for loss, damage, or destruction thereof. If TENANT(S) leaves said premises unoccupied for any time while rent is due and unpaid, LESSOR OR HIS AGENT MAY TAKE POSSESSION. All property found after apartment is abandoned or TENANT(S) had moved out shall be disposed of at the TENANT(S)' expense.

11.JOINT RENTAL RESPONSIBILITY:

The term TENANT(S) used herein shall be construed to mean TENANT(S)S whenever the TENANT(S) signers of this Agreement shall be jointly and severally liable for all rental payments. It being the understanding that EACH TENANT(S) SHALL BE INDIVIDUALLY LIABLE FOR ANY AND ALL RENTAL PAYMENTS due and owing and that all TENANT(S)S shall be liable until such payments are made.

12.INSURANCE:

TENANT(S) is required to maintain property damage liability insurance during the term of the lease Agreement and subsequent renewal periods. TENANT(S) is required to sign and follow requirements set forth in the attached INSURANCE ADDENDUM. Any violation of the INSURANCE ADDENDUM shall constitute a default under this Lease Agreement.

13.UTILITIES AND FURNISHINGS:

LESSOR agrees to furnish the items included in the FURNISHING section of the table on page 1. Responsibility for payment of utilities are set forth in the introductory section of this Lease Agreement.

14.LEGAL FEES AND RIGHT OF INSPECTION:

TENANT(S) agrees to pay all costs of collection (including but not limited to court costs and reasonable attorney's fees) incurred by LESSOR in enforcing by legal action or otherwise any of the LESSOR'S rights under this Lease Agreement or under any law of this State. TENANT(S) agrees that TENANT(S) will permit LESSOR to exhibit the premises to prospective TENANT(S)s at reasonable times and that LESSOR shall have the right to inspect the premises between the hours of 8:00 a.m. and 6:00 p.m. on any day of the week. TENANT(S) agrees that if TENANT(S) does not move out on the date indicated, TENANT(S) will be responsible for double rent until new TENANT(S) has moved in along with any expenses incurred because of not moving out.

15.AUTOMOBILES:

TENANT(S)'S automobile(s) must be in operable condition and have current license plates and tags. Failure to comply will result in notice and/or towing of TENANT(S)'S automobile at TENANT(S)'S expense. If LESSOR and TENANT(S) enter into a separate GARAGE ADDENDUM, then any violation of said GARAGE ADDENDUM shall constitute a default under this Lease Agreement.

TENANT(S) Initials: 1.____ 2.____ .3____ 4.____

16. COUNTERPARTS & ELECTRONIC SIGNATURES:

This Lease Agreement may be executed in one or more counterparts, any one of which need not contain the signature of more than one party and all of which taken together shall constitute one and the same Agreement. This Agreement shall be effective as to each of the parties when executed by said Party, whether in one or more counterparts. The parties herein further agree if a party has executed this agreement with an electronic signature, whether digital or encrypted, it will confirm that electronic signature by forwarding to the other party within three (3) business days an ink-signed original of the agreement, but the failure to so forward an ink-signed original of the agreement will not affect in any way the validity or enforceability of this agreement.

17. NON-DISCRIMINATION CLAUSE:

It is illegal and against Apartment Mart Inc.'s policy to discriminate based on one's membership to a protected class. These classes being race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, unfavorable military discharge, military status, or any other class protected by Article 3 of the Illinois Human Rights Act. LESSOR shall attempt to reasonably accommodate the LESSOR of an ESA or service animal as provided by law, and LESSOR and TENANT(S) shall execute a separate EMOTIONAL SUPPORT ANIMAL ADDENDUM. Any waiver by LESSOR of a breach of any covenant or duty of TENANT(S) under this lease is not a waiver of a breach of any other covenant or duty of TENANT(S), or of any subsequent breach of the same covenant or duty.

18. FLOOD DISCLOSURE CLAUSE:

LESSOR shall disclose to TENANT(S) prior to execution of this Lease Agreement If the property is located in a FEMA Special Flood Hazard Area (100-year floodplain), or If the property or its parking areas have experienced flooding, along with the frequency.

This contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no further written or oral understandings or agreements with respect hereto. Any changes and/or modification to this contract must be made in writing and acknowledged by the signatures of the parties hereto. If any clause or provision of this agreement is found to be unenforceable or inapplicable, then the remaining provisions will not be voided and will remain in full force and effect.

TENANT(S):

- 1. _____
- 2. _____
- 3. _____
- 4. _____

LESSOR: Apartment Mart, Inc. Agent

BY: _____

Lease Prepared By: _____

TENANT(S) Initials: 1.____ 2.____ .3____ 4.____



• 912 N Linden St Bloomington, IL 61701 • Phone 309-827-8576 • Fax 309-827-8578 • Email Info@Apartment-Mart.com

INSURANCE ADDENDUM

Date of Addendum (MM/DD/YY)	Term of Lease					
	Beginning (MM/DD/YYYY) ("Start Date")	Ending (MM/DD/YYYY) ("End Date")				
TENANT(S) Name(s):						
Leased Premises Building Address: ("Building")					Apartment Number ("Leased Premises"):	
Legal Occupants Name(s) (Include ALL Occupants Including TENANT(S))	<ol style="list-style-type: none"> 1. 2. 3. 4. 					

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease, TENANT(S) is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for TENANT(S)'s legal liability for damage to LESSOR's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

TENANT(S) is required to furnish LESSOR with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time TENANT(S) does not have Required Insurance, TENANT(S) is in breach of the Lease and LESSOR shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the LESSOR and seek contractual reimbursement from the TENANT(S) for all costs and expenses associated with such purchase.

TENANT(S) may obtain Required Insurance or broader coverage from an insurance agent or insurance company of TENANT(S)'s choice. If TENANT(S) furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If TENANT(S) does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by LESSOR, who may purchase such coverage through the LESSOR's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the LESSOR for the LLIP coverage shall be charged to TENANT(S) by the LESSOR as a recoverable expense under the Lease. Some important points of this coverage, which TENANT(S) should understand are:

1. LLIP is designed to fulfill the insurance requirement of the Lease. LESSOR is the Insured under the LLIP. This is single interest master insurance policy. TENANT(S) is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the LESSOR.
2. LLIP coverage is NOT personal liability insurance or renters insurance. LLIP does not cover the TENANT(S)'s personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If TENANT(S) requires any of these coverages, then TENANT(S) should contact an insurance agent or insurance company of TENANT(S)'s choice to obtain personal liability insurance or renters insurance to protect TENANT(S)'s interests.
3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by TENANT(S) elsewhere. At any time, TENANT(S) may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
4. If TENANT(S) has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, LESSOR may purchase LESSOR Insurance without notice and add the total cost associated therewith to TENANT(S)'s monthly rent payment.
5. Licensed insurance agents may receive a commission on the LLIP.
6. The total cost to the TENANT(S) for the LESSOR obtaining LLIP shall be (\$10.50) per month, subject to no proration. This is an amount equal to the actual premium charge to the LESSOR including any premium taxes and fees due to state governing bodies. Additionally, an Administration Fee in the amount of Four Dollars and 50 cents(\$4.50) per month to be retained by the LESSOR for processing and handling will be charged.
7. In the event that loss or damage to LESSOR's property exceeds the amount of Required Insurance, TENANT(S) shall remain contractually liable to LESSOR for such amount. In the event of liability to any other party for bodily injury or property damage, TENANT(S) shall remain liable to such other party.
8. It shall be the TENANT(S)'s duty to notify LESSOR of any subsequent purchase of Renters Insurance.

Scheduling of the premises under the LLIP is not mandatory and TENANT(S) may purchase Required Insurance from an insurance agent or insurance company of TENANT(S)'s choice at any time, and upon written proof of said insurance coverage, then coverage under the LLIP will be terminated by the LESSOR. If TENANT(S) elects to provide their own coverage after move-in, TENANT(S) will be responsible for all LLIP and administrative fees through the end of the month that they provide written proof of adequate coverage.

TENANT(S):

1. _____
2. _____
3. _____
4. _____