

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: _____



RESIDENTIAL LEASE AGREEMENT

("Lease Agreement")

Date of Lease	Term of Lease		Move-In Fee	Monthly Rent	Prorated Rent	# of Keys				
	Beginning ("Start Date")	Ending ("End Date")	\$350.00			2				
TENANT(S) Name(s):										
Leased Premises Address ("Leased Premises"):										
Legal Occupants Name(s) (include ALL occupants, including TENANT(S)):		1.								
		2.								
		3.								
		4.								
Utilities provided with the Leased Premises ("Utilities"):										
Furnishings / appliances provided with the Leased Premises ("Furnishings"):										

SCHEDULE OF FEES AND CHARGES — all non-optional fees under this Lease Agreement; terms are in the paragraph shown

Move-in fee (one-time, non-refundable; initial lease only) (Paragraph 2)	\$350.00	Pet fee (non-refundable, if pet approved) (Paragraph 5)	\$500.00 per pet
Late fee (Paragraph 1)	\$50.00 plus \$5.00 per day	Pet rent (if pet approved) (Paragraph 5)	\$25.00 per pet per month
Returned / dishonored payment (Paragraph 1)	\$50.00	Unauthorized pet or animal (Paragraph 5)	\$750.00 per occurrence
Lock-out service charge (Paragraph 7)	\$100.00	Utility administration charge, per utility bill reverting to LESSOR (Paragraph 14)	\$50.00 per bill
Smoking violation (Paragraph 6)	\$500.00 per violation + remediation	Holdover (Paragraph 16)	Double rent, prorated daily
Early termination option, if elected (Paragraph 10)	One month's rent		

In consideration of the mutual agreements and covenants set forth below, LESSOR hereby leases to TENANT(S) and TENANT(S) hereby leases from LESSOR, for a private dwelling, the apartment designated above for the above term. All parties listed below as LESSOR and TENANT(S) are herein referred to individually and collectively as LESSOR and TENANT(S) respectively.

1. RENT:

TENANT(S) shall on the first day of each month pay to LESSOR'S agent in advance the rent set forth above. A late fee of \$50.00 plus \$5.00 per day shall be added to the balance due. There will be a \$50.00 service charge for any payment returned by the bank and TENANT(S) agrees that TENANT(S) shall pay the amount of any such payment plus service charge within three (3) days of received notice of its dishonor or TENANT(S) shall be in default of this Lease Agreement. It is agreed that time shall be of the essence in this Lease Agreement and that if TENANT(S) is fifteen (15) days late in paying all monthly rent, late fees and service charges, in each of three (3) consecutive months, such action will constitute a material breach of this Lease Agreement and LESSOR may terminate this Lease Agreement upon the notice required by Illinois law. All amounts payable by TENANT(S) under this Lease Agreement other than monthly rent — including late fees, returned-payment charges, utility charges, pet charges, damage and cleaning charges, and any other charge listed on page one or in any addendum — are additional rent for purposes of collection and may be recovered in any action to enforce this Lease Agreement. Any statutory notice for nonpayment of rent will demand only monthly rent; nonpayment of any other charge when due is a default under this Lease Agreement for which LESSOR may serve the notice required by Illinois law.

2. MOVE-IN FEE:

Upon execution of TENANT(S)' initial lease of the Leased Premises, TENANT(S) paid or shall pay to LESSOR or LESSOR's agent the sum set forth on page one as a one-time, non-refundable move-in fee. The move-in fee is a one-time administrative charge for establishing the tenancy and preparing the Leased Premises, is not a security deposit, is non-refundable, and is not charged again upon any renewal or extension of this Lease Agreement.

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

3. CONDITION OF APARTMENT:

TENANT(S) has examined the apartment and acknowledges that except for the work LESSOR has agreed to do in the application or otherwise in writing, TENANT(S) is satisfied with the present physical condition of the apartment and neither LESSOR nor LESSOR'S agent have made any representations, or promises, concerning the physical condition except those specifically set forth in this Lease. TENANT(S) is prohibited from installing padlocks, chains, or locks, of any type on any interior or exterior door except if installed by LESSOR. Grills of any type are strictly prohibited at or near the premises.

4. SUBLETTING AND NOISE:

TENANT(S) agrees not to sublet said apartment OR ANY PART THEREOF, nor play any musical instrument, stereo, radio, or television set before 8:00 a.m. or after 10:00 p.m. loud enough to be heard by other TENANT(S) nor violate any regulation of the Board of Health, City Ordinances, or State Laws of whatever nature. TENANT(S) agrees not to perform or permit any practice which may cause a nuisance to the LESSOR or any of the other residents. TENANT(S) agrees not to install a new lock or change the existing lock on said premises without first obtaining approval of LESSOR. TENANT(S) agrees that the covenant contained in this paragraph once breached cannot afterward be performed, and that in case of breach, LESSOR may terminate this Lease Agreement and commence an eviction action upon the notice required by Illinois law.

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 LESSOR'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 a non-refundable pet fee of \$500.00 per pet and additional monthly pet rent of \$25.00 per pet, as set forth on page one of this Lease Agreement and in the PET ADDENDUM. 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. For each occurrence of an unauthorized pet or animal, TENANT(S) shall pay LESSOR an unauthorized animal charge of \$750.00 and shall immediately and permanently remove the animal from the Premises and LESSOR's property. TENANT(S) agrees that this amount is a reasonable estimate of LESSOR's cost of enforcement and remediation and not a penalty. Payment of said charge shall in no way grant TENANT(S) the right to maintain such pets or animals, and any violation of this paragraph is a default under this Lease Agreement for which LESSOR may also pursue eviction in accordance with Illinois law. 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. No other person may occupy the Leased Premises. A guest may stay no more than fourteen (14) consecutive days, or thirty (30) days in any twelve-month period, without LESSOR's prior written consent; any person exceeding these limits is an unauthorized occupant and TENANT(S) is in default. TENANT(S) is responsible for the conduct of all occupants and guests. 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), 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 understands that this is an entirely smoke-free property and agrees 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) agrees that this amount is a reasonable estimate of LESSOR's cost of enforcement and remediation and not a penalty. 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 of any subsequent lease term to which the parties have assented pursuant to the AUTOMATIC RENEWABILITY paragraph, 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. During any month-to-month tenancy following the original term, any provision of this Lease Agreement, including rent, may be changed by LESSOR by written notice given not less than thirty (30) days before the first day of the month in which the change takes effect. 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. Upon non-payment of the whole or any portion of the rent, service charges, or late fees when due, LESSOR may, after the notice required by Illinois law, declare this Lease Agreement at an end and recover possession of the Leased Premises through an eviction action. TENANT(S) shall remain liable for rent through the end of the term or until the Leased Premises is re-let, whichever occurs first, less amounts received from re-letting, and LESSOR shall make reasonable efforts to re-let as required by Illinois law. 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.

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

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.

TENANT(S) Initials (automatic renewal):

1. 2. 3. 4.

10. EARLY TERMINATION OPTION:

TENANT(S) may terminate this Lease Agreement before the End Date only by (a) giving LESSOR not less than sixty (60) days' written notice stating the termination date, which must be the last day of a calendar month; (b) paying all rent and other charges through the termination date; (c) paying an early termination charge equal to one (1) month's rent, due with the notice; and (d) vacating in accordance with the MOVE-OUT paragraph. Upon full compliance, TENANT(S) is released from rent for the remainder of the term. This option is voluntary; if TENANT(S) does not exercise it, TENANT(S) remains liable as provided in the CHANGE OR TERMINATION OF LEASE paragraph. Nothing in this paragraph limits rights under the Safe Homes Act or the Servicemembers Civil Relief Act.

11. PERSONAL PROPERTY:

TENANT(S) is responsible for insuring TENANT(S)' own personal property. LESSOR shall have no liability for loss, damage, or destruction of TENANT(S)' personal property from any cause, including fire, water, theft, or the acts of other tenants, except to the extent caused by the negligence of LESSOR or LESSOR's agents or employees. The Leased Premises shall be deemed abandoned if TENANT(S) is absent for fourteen (14) consecutive days while rent is unpaid, has removed substantially all personal belongings, and has not responded within seven (7) days to a written notice from LESSOR sent to the Leased Premises and TENANT(S)' last known email or mailing address. Upon abandonment LESSOR may re-enter and re-let the Leased Premises in accordance with Illinois law, and any personal property remaining is deemed abandoned as provided in the MOVE-OUT paragraph.

12. JOINT RENTAL RESPONSIBILITY:

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

13. INSURANCE:

TENANT(S) is required to maintain personal liability insurance of not less than \$100,000 per occurrence covering damage to LESSOR's property during the term of the Lease Agreement and subsequent renewal periods, as more fully described in the attached RESIDENT INSURANCE OBLIGATION AND PROPERTY DAMAGE LIABILITY WAIVER PROGRAM ADDENDUM ("WAIVER PROGRAM ADDENDUM"), which is incorporated into this Lease Agreement. TENANT(S) who does not furnish proof of qualifying insurance will be enrolled in the Property Damage Liability Waiver Program at the monthly charge stated in the WAIVER PROGRAM ADDENDUM. Any violation of the WAIVER PROGRAM ADDENDUM shall constitute a default under this Lease Agreement.

14. UTILITIES AND FURNISHINGS:

LESSOR agrees to furnish the items listed in the FURNISHINGS line of the table on page one. Responsibility for payment of utilities is set forth in the introductory section of this Lease Agreement. Any utility not listed on page one as provided by LESSOR shall be placed in TENANT(S)' name with the utility provider on or before the Start Date and kept in service continuously through the End Date or the date TENANT(S) vacates, whichever is later. If TENANT(S) fails to place a utility in TENANT(S)' name or allows it to revert to LESSOR, TENANT(S) shall pay, as additional rent, the full amount of each utility bill for the Leased Premises billed to LESSOR during the term plus a utility administration charge of \$50.00 for each such bill, which TENANT(S) agrees is a reasonable estimate of LESSOR's cost of handling and not a penalty. TENANT(S) shall not allow service to be disconnected or allow the Leased Premises to be without heat in freezing weather.

15. MAINTENANCE AND REPORTING:

TENANT(S) shall keep the Leased Premises clean and sanitary, use all appliances, plumbing, and fixtures in a reasonable manner, and promptly notify LESSOR in writing of any water leak or intrusion, moisture or mold, pest activity, inoperable smoke or carbon monoxide alarm, or other condition needing repair. TENANT(S) shall be responsible for the cost of repairing damage caused by TENANT(S), occupants, or guests, including drain or toilet stoppages caused by misuse, and for additional damage resulting from TENANT(S)' failure to report a condition promptly. Maintenance requests shall be submitted through the tenant portal or to the Apartment Mart office; no charge is made for submitting a request or for routine maintenance performed by LESSOR.

16. LEGAL FEES AND RIGHT OF INSPECTION:

TENANT(S) agrees to pay court costs, filing fees, and reasonable attorney's fees incurred by LESSOR in enforcing this Lease Agreement to the extent awarded by a court or otherwise permitted by law. No fee shall be charged for the preparation or service of a notice or the filing of an eviction action before a court enters an eviction order. TENANT(S) agrees that TENANT(S) will permit LESSOR to exhibit the premises to prospective tenants 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. If TENANT(S) fails to vacate by the End Date or any earlier termination date, TENANT(S) shall pay, for each day of holdover, rent at twice the monthly rent prorated daily, plus LESSOR's actual damages resulting from the holdover, including costs owed to an incoming tenant. Holding over does not renew or extend this Lease Agreement.

17. 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.

18. SMOKE AND CARBON MONOXIDE ALARMS:

LESSOR has installed the smoke detectors and carbon monoxide alarms required by the Illinois Smoke Detector Act and the Carbon Monoxide Alarm Detector Act, and they were tested and operating at the start of the term. TENANT(S) shall test the alarms monthly, shall not remove, disable, cover, or tamper with any alarm, and shall immediately notify LESSOR in writing of any alarm that is missing, inoperable, or sounding a low-battery signal. TENANT(S) shall be responsible for the cost of replacing any alarm damaged or removed by TENANT(S) or TENANT(S)' guests.

19. MOVE-OUT:

On or before the End Date or earlier termination, TENANT(S) shall vacate, remove all personal property, leave the Leased Premises clean and in the condition received except for normal wear and tear, and return all keys, fobs, and access devices to the Apartment Mart office. Possession is not surrendered until all keys are returned. TENANT(S) shall provide LESSOR a forwarding mailing address and email address at or before move-out. Any personal property remaining after TENANT(S) vacates or the lease terminates is deemed abandoned and may be disposed of by LESSOR without liability, at TENANT(S)' expense. Unpaid utilities, cleaning beyond normal wear and tear, damage, and unreturned keys will be billed to TENANT(S).

20. NOTICES:

Except where Illinois law requires a specific method of service (including notices under the Eviction Act), any notice from LESSOR to TENANT(S) may be given by hand delivery to any TENANT(S), by posting at the Leased Premises, by U.S. Mail to the Leased Premises, by email to the address TENANT(S) provided on the rental application or later in writing, or through the tenant portal. Notice given by any of these methods is effective on delivery, posting, emailing, or portal posting, or three (3) days after mailing. Notice from TENANT(S) to LESSOR shall be in writing and delivered to Apartment Mart, Inc., 912 N Linden St, Bloomington, IL 61701, or to Info@Apartment-Mart.com. TENANT(S) consents to receive notices and communications electronically and agrees to keep a current email address on file with LESSOR. Notice to one TENANT(S) is notice to all.

21. SERVICEMEMBERS:

A TENANT(S) who is a servicemember may terminate this Lease Agreement as provided by the Servicemembers Civil Relief Act, 50 U.S.C. § 3955, by delivering written notice and a copy of the military orders to LESSOR. Termination is effective thirty (30) days after the first date on which the next rental payment is due after the notice is delivered. No early termination charge applies.

22. COUNTERPARTS & ELECTRONIC SIGNATURES:

This Lease Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one agreement, and is effective as to each party when signed by that party. Electronic signatures and electronically delivered copies are valid and binding to the same extent as original ink signatures under the Illinois Uniform Electronic Transactions Act, and no ink-signed original is required.

23. NON-DISCRIMINATION:

It is illegal and against Apartment Mart, Inc.'s policy to discriminate on the basis of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, pregnancy, marital status, familial status, disability, order of protection status, source of income, immigration status, military status, unfavorable military discharge, or any other class protected by the Illinois Human Rights Act, the federal Fair Housing Act, or local ordinance. LESSOR shall reasonably accommodate a TENANT(S) with a disability, including a request for an assistance animal or service animal as provided by law; where an assistance animal is approved, LESSOR and TENANT(S) shall execute a separate ASSISTANCE ANIMAL ADDENDUM, and no pet fee or pet rent shall apply to that animal. 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.

24. FLOOD DISCLOSURE (765 ILCS 705/25):

LESSOR	☐ is	☒ is not	aware that the rental property is located in a FEMA Special Flood Hazard Area ("100-year floodplain"). The property has experienced flooding	0	times in the last 10 years.
LESSOR	☐ is	☒ is not	aware that the rental property you are renting has flooded at least once in the last 10 years. The rental property has flooded	0	times in the last 10 years.

Even if the rental property is not in a Special Flood Hazard Area ("100-year floodplain"), the dwelling may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a dwelling is located in a flood hazard area. Even if the dwelling has not flooded in the last 10 years, the dwelling may still be susceptible to flooding. Most tenant insurance policies do not cover damage or loss incurred in a flood. You are encouraged to examine your policy to determine whether you are covered. If you are not, flood insurance may be available through FEMA's National Flood Insurance Program to cover your personal property in the event of a flood. Information regarding flood risks can be found at dnr.illinois.gov (Illinois Department of Natural Resources), fema.gov (FEMA), and ready.gov/flood (U.S. National public service). Landlords are required to disclose the above information pursuant to Section 25 of the Landlord and Tenant Act. A landlord's failure to comply with Section 25 of the Landlord and Tenant Act shall entitle the tenant to remedies as defined in that Section. "Flooding" has the meaning given in 765 ILCS 705/25: a general or temporary inundation of the dwelling or property caused by overflow of inland waters, unusual and rapid accumulation of runoff or surface water from an established water source, or rainfall; it does not include water from plumbing, sewer, appliance, or roof failures.

LESSOR Initials:

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



25. RADON; LEAD-BASED PAINT:

LESSOR has provided TENANT(S) with the Disclosure of Information on Radon Hazards to Tenants (attached to and made part of this Lease Agreement) and the IEMA pamphlet "Radon Guide for Tenants," as required by 420 ILCS 46/26. LESSOR has no knowledge of elevated radon concentrations in the Leased Premises unless otherwise stated on the Disclosure. If the building containing the Leased Premises was built before 1978, LESSOR has provided TENANT(S) with the federal Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards and the EPA pamphlet "Protect Your Family From Lead in Your Home," which are attached to and made part of this Lease Agreement, and TENANT(S) acknowledges receipt by signing them.

26. OWNER AND AGENT DISCLOSURE:

Apartment Mart, Inc. is a licensed Illinois real estate brokerage acting as managing agent for the owner of the Leased Premises ("Owner") under a written management agreement and is not the owner of the Leased Premises.

TENANT(S) is hereby notified, pursuant to 225 ILCS 454/10-27, that one ☐ are ☐ are not Illinois-licensed real estate brokers or managing brokers sponsored by Apartment Mart, Inc.

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.

THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND IT, SEEK LEGAL ADVICE BEFORE SIGNING.
TENANT(S) ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS LEASE AGREEMENT AND ALL ATTACHED ADDENDA AND DISCLOSURES.

TENANT(S):

1. Date
2. Date
3. Date
4. Date

LESSOR: Apartment Mart, Inc., as managing agent for Owner

By:
Title: Date:
Lease Prepared By:

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



LEASE ADDENDUM: RESIDENT INSURANCE OBLIGATION AND PROPERTY DAMAGE LIABILITY WAIVER PROGRAM

TENANT(S) Name(s):		Leased Premises:	
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To meet the minimum liability insurance requirements described in Section 1, you are eligible to participate in the Community's Property Damage Liability Waiver Program (the "Waiver Program") as described in Section 2. You will be automatically enrolled in the Waiver Program when your lease begins unless you opt out of enrollment as described in Section 3.

1. Insurance Obligation. You must purchase and maintain, for the entire lease term (including any renewals), a personal liability insurance policy covering you, your occupants, and your guests. The policy must:

- Provide at least \$100,000 in liability coverage per occurrence for the perils of fire, sudden and accidental smoke, explosion, and water/other liquid overflows or leaks.
- Correctly state your apartment address.
- **List your apartment community as an "Interested Party" at PO Box 12367, Columbus, OH 43212.**

If your current insurance provider offers the option for a notification of change email, you should list the email address of our insurance monitoring service provider: status@foxen.com.

You are free to obtain coverage from any insurer so long as the policy meets these requirements. If we do not receive proof of insurance—or if your policy lapses—you will be automatically enrolled in the Property Damage Liability Waiver Program as described below.

2. Property Damage Liability Waiver Program ("Waiver Program").

2.1 Waiver Program Terms. You will be automatically enrolled in the Waiver Program upon commencement of your lease *if you do not purchase insurance and submit proof of insurance as described under Sections 1 and 3, or if you purchase insurance but the policy lapses during your lease term.* The cost of the Waiver Program is \$15 per month.

Enrollment in the Waiver Program waives the following lease obligations:

- to purchase and maintain liability insurance as described above; and
- to reimburse us for up to \$100,000 ("Liability Limit") in damage to our property from (1) fire; (2) sudden and accidental smoke; (3) explosion; or (4) water or other overflowing liquid that you accidentally cause as a result of your negligence (these incidents are "Qualifying Incidents").

The Waiver Program waives up to two accidents during your lease term with a maximum of two accidents in any 12-month period. You must immediately report all property damage to us. Failure to do so promptly once becoming aware of it may mean that you do not get the full benefits of the Waiver Program.

2.2 Reimbursement for Personal Property and Displacement Costs. If you negligently cause damage through a Qualifying Incident, the Waiver Program may offer reimbursement for personal property damage to affected residents and temporary living expenses when residents are displaced during repairs. These reimbursements are an incidental feature we offer as part of your Waiver Program.

These reimbursements are only available if the total cost to repair our property is less than the Liability Limit. We will provide reimbursements *only to the extent* there are funds left over from the Liability Limit. Reimbursements, if available, will be made in the following order:

- **First**, we will reimburse up to \$10,000 ("PP Limit") for damage to personal property of residents affected by the Qualifying Incident *excluding* you. This amount will be shared among all such affected residents.
- **Second**, if any portion of the PP Limit remains, we will reimburse you for damage to your personal property.
- **Third**, if the combined cost of property repairs and personal property reimbursements are still less than the Liability Limit, we will reimburse up to \$1,000 for temporary living expenses. This amount is to be shared equally among all affected residents including you.

YOU ARE NOT ELIGIBLE TO BE REIMBURSED FOR PERSONAL PROPERTY OR DISPLACEMENT COSTS IN ANY AMOUNT IF THE COMBINED DAMAGE YOU CAUSE TO THE PROPERTY AND OTHER RESIDENT'S PROPERTY EXCEEDS THE LIABILITY LIMIT OR MORE THAN THE PP LIMIT IN DAMAGE TO OTHER RESIDENT'S PROPERTY.

2.3 The Waiver Program is not insurance. Rather, we are waiving our right to seek reimbursement from you for damages you accidentally cause to our property. We do not maintain insurance for your benefit. You should consult an insurance professional to determine your personal insurance needs. Participation in the Waiver Program does not prohibit or otherwise restrict you in any way from purchasing insurance.

3. Opting Out of the Waiver Program. If you do not want to participate in the Waiver Program, you can submit proof of insurance that meets the requirements under Section 1. **The proof should be sent to our service provider, Foxen Administration, LLC ("Foxen"), by visiting www.foxen.com and clicking "Upload Proof of Insurance" or logging onto the Foxen Portal. Or simply scan this QR Code and follow the instructions.**



Foxen may send you emails to remind you of convenient ways to present your proof of insurance. Foxen may also send you notifications when it appears that your insurance policy is scheduled to expire or the insurer sends notice that it has been cancelled.

4. What the Waiver Program Does Not Include. For any type of incidents or damage beyond those expressly listed above, the Waiver Program does not waive your liability or offer you reimbursement. *By way of example only*, the Waiver Program does not include: (i) waiver of liability to any third parties; (ii) damage or loss caused by theft, burglary, or vandalism; (iii) bodily or personal injury; (iv) damage caused by intentional misconduct; (v) damage from any type of weather event, such as frozen or burst water pipes, or other natural disaster; and (vi) damage caused by illegal substances or malicious acts.

The Waiver Program does not apply to any leases that are not standard residential leases and rentals including, but not limited to, short-term rentals, vacation rentals, corporate leases, timeshares, transient lodging, and hospitality stays. Also, the Waiver Program will not apply to sublets unless the sublessee signs a written agreement acknowledging that the sublessee is bound by all terms of the original Lease including this Addendum.

5. Additional Terms and Disclosures. This Addendum is attached to and is a part of the Lease Agreement. If the terms of the Lease and this Addendum conflict, the terms of this Addendum will apply. We may change the terms and conditions of the Waiver Program or discontinue the Waiver Program at any time. Once the Waiver Program is discontinued, you must purchase insurance as required by the Lease. By enrolling in the Waiver Program, you also agree that Foxen may contact or market additional offerings and services to you. Visit <https://www.foxen.com/privacy-policy> to access Foxen's Privacy's Policy, which provides instructions on how to opt out of Foxen's marketing if you wish.

By signing below, I acknowledge that I have read and understand the above terms and conditions, including that I will be enrolled in the Waiver Program when my lease begins unless I opt out of the Waiver Program as described in this Lease Addendum.

Resident Name	Resident Signature	Date



DISCLOSURE OF INFORMATION ON RADON HAZARDS TO TENANTS

Illinois Radon Awareness Act, 420 ILCS 46/26

Radon Warning Statement

Each tenant in this residence or dwelling unit is notified that the property may present exposure to levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of death in private homes and the leading cause of lung cancer in nonsmokers. The lessor of any residence is required to provide each tenant with any information on radon test results of the dwelling unit that present a radon hazard to the tenant.

The Illinois Emergency Management Agency (IEMA) strongly recommends that ALL rental properties have a radon test performed and radon hazards mitigated if elevated levels are found in a dwelling unit or a routinely occupied area of a multiple family residence. Elevated radon concentrations can easily be reduced by a radon contractor.

Dwelling Unit Address:

Lessor's Disclosure (initial each of the following that apply)

- ☒ Lessor has no knowledge of elevated radon concentrations (or records or reports pertaining to elevated radon concentrations) in the dwelling unit.
- ☐ Radon concentrations (at or above the IEMA recommended Radon Action Level 4.0 pCi/L) are known to be present within the dwelling unit.
- ☒ Lessor has provided the tenant with copies of all available records and reports, if any, pertaining to radon concentrations within the dwelling unit.

Tenant's Acknowledgment (initial each of the following that apply)

- ☐ Tenant has received copies of all information listed above.
- ☐ Tenant has received the pamphlet "Radon Guide for Tenants".

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she provided is true and accurate.

Lessor: Apartment Mart, Inc., as agent for Owner

Date

By:		
Tenant 1:		
Tenant 2:		
Tenant 3:		
Tenant 4:		

Tenant rights under 420 ILCS 46/26: At the commencement of the lease, Tenant has 90 days to conduct a radon test of the dwelling unit and shall provide Lessor with copies of the results within 10 days after receiving them. Lessor may have a licensed radon contractor perform an additional test within 30 days. Nothing in this disclosure obligates Lessor or Tenant to conduct radon testing or mitigation. The IEMA pamphlet "Radon Guide for Tenants" accompanies this disclosure.



IEMA-OHS

ILLINOIS EMERGENCY MANAGEMENT AGENCY
AND OFFICE OF HOMELAND SECURITY

Radon Guide for Tenants



The Illinois Emergency Management Agency and Office of Homeland Security (IEMA OHS) can offer you additional information or assistance.

Purpose of This Guide

This guide is designed for people who rent apartments, condominiums, or houses. The guide explains what radon is, and how to find out if there is a radon problem in your residence. The guide also talks about what you can do if you have high radon levels in your residence.

Did You Know That . . .

- Radon causes approximately 21,000 lung cancer deaths in the U.S. and approximately 1,200 deaths in Illinois each year.
- One-third of all housing units in Illinois are rental units. Most are either single-family houses or apartments located below the third floor of a building.
- People living in rented houses and apartment buildings can find out if they have high radon concentrations in their residences. Building owners can fix radon problems by having repairs made to the building.

What is Radon?

Radon is a radioactive gas that is found in soil and rock in all parts of the U.S. and throughout Illinois. It is formed by the decay of uranium, which is a natural process. Radon gas is invisible, and it has no odor or taste.

What Types of Buildings Contain Radon?

- Radon may be found in all types of homes and buildings. Radon gas is in the ground, and it can seep into buildings.
- Radon typically moves from the ground into a home through drains, cracks or other openings in the foundation due to pressure differentials. Radon then can be trapped inside the home.

How Does Radon Affect Health?

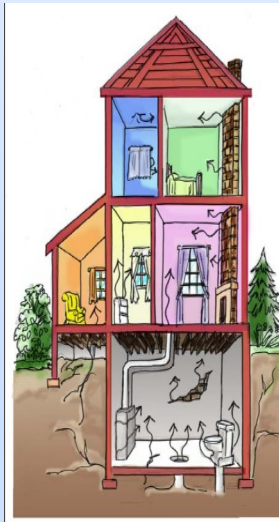
- Studies show radon is the leading cause of lung cancer among non-smokers.
- The higher the radon level indoors, the greater the amount you breathe. Radon gas decays into radioactive particles that can get trapped in your lungs when you breathe. As they break down, these particles release small bursts of energy that can damage the lung tissue.
- Inhaling indoor air containing radon over a period of many years increases your risk of lung cancer. Radon induced lung cancer risk depends on how much radon is in your home, how much time you spend in your home, and your family history. If you are a smoker or a former smoker, the risk of getting lung cancer from radon is even greater.

Does Your Home Have High Radon Levels?

You cannot see, smell or taste radon. Therefore, **testing** is the only way to determine the radon level in your home.

Has Your Building Been Tested Already?

- If the building you live in has been tested properly for radon, you probably do not need to test for radon yourself. Before you sign your lease agreement (whether you live in a house, apartment, or condominium building), the owner is required to inform you in writing that a radon hazard may exist and provide you with a copy of the test results. If you have questions, call IEMA-OHS at 1-800-325-1245.
- If your building has not been tested for radon, you can test for radon yourself using a radon test kit or ask the owner to test by hiring a licensed radon contractor.



IEMA-OHS Recommends Testing All Homes and Apartments

Because most indoor radon gas comes from naturally occurring radon in the soil, IEMA OHS recommends all residences be tested for radon.

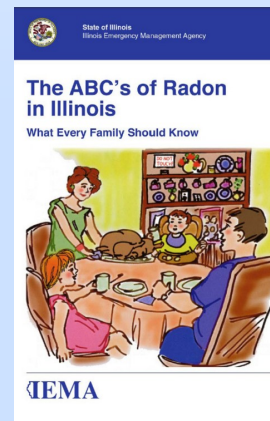
In some cases, high radon levels have been found on upper floors, due to radon movement through elevators or other air shafts in the building and may come from building materials in high rise buildings.

Can You Test for Radon Yourself?

- You can test for radon yourself.
- Testing for radon is easy to do, and takes very little time.
- To test for radon yourself, first obtain a radon test device. You can buy do-it-yourself radon test kits in home improvement and hardware stores. Some laboratories provide kits through mail order.
- The price of a radon test kit can be \$15 to \$25. The price generally includes the cost of laboratory analysis.
- You can order a low cost test kit from the IEMA-OHS Radon Hotline at 800-325-1245.

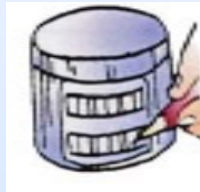
You Can Hire a Professional to Test?

- You can hire a professional to test your residence for radon.
- The price of a radon test performed by a license professional can be \$150 to \$250.



Different Ways to Test For Radon

- At the commencement of the agreed leasing period, a tenant shall have 90 days to conduct his or her own radon test of the dwelling unit.
- The quickest way to test for radon is with a short-term test. Short-term tests remain in your home for 2 days to 90 days, with the average test lasting between 2-7 days, depending on the device. Long-term radon tests remain in your residence for more than 90 days.
- Because radon levels vary from day to day and season to season, a long-term test provides a year-round average radon level.



How do you use a radon test kit?

Follow the instructions that come with the kit.

When you use any radon test:

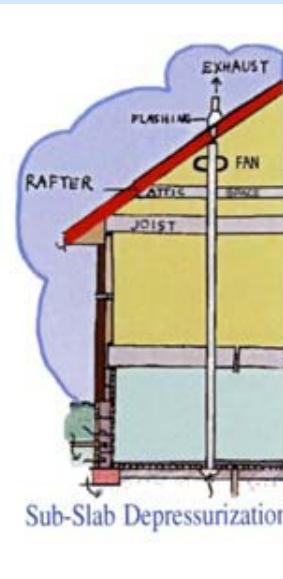
- The test kit should be placed in the lowest level of your home that your family uses regularly. For example, if you live in a house and you use the basement, place the test kit there. Put the test kit in a room that is used regularly, but NOT in your kitchen or bathroom.
- Keep the test in place for as long as the instructions say, but for at least 48 hours. Then, re-seal the package and mail it to the laboratory listed on the package. Results are sent within a few weeks.
- Keep doors and windows closed as much as possible during the test. Drafts can affect the test results.

What do radon test results mean?

- Radon levels are measured in "picocuries per liter" or "pCi/L". The higher the radon level, the greater the risk from long-term exposure. IEMA-OHS recommends you take action to reduce radon if the radon level is 4.0 pCi/L or higher.
- If a short-term test is 4.0 pCi/L or higher, IEMA recommends a second test to confirm the results.

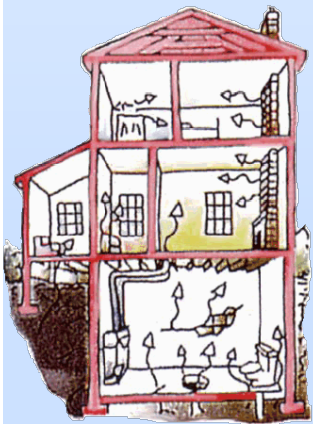
What Can You Do if Your Residence has High Radon Levels?

- Fixing a radon problem usually involves repairs to the building, therefore, it is generally the building owner - and not the tenant - who is authorized to have this work done. However, if your residence has high radon levels, you can take the steps below to see that the problem is fixed.
- If your radon testing shows high radon levels, the tenant is required to inform the lessor within 10 days. The owner may need to choose to confirm radon concentrations in the building by hiring a licensed professional.
- If the lessor has elected to not mitigate the radon hazard, the tenant may terminate the lease.
- If you live in an apartment building, you can share your radon information with other residents. Other residents may wish to test their own units or to discuss the matter further with the owner.



What Can Lessors Do About Radon Problems?

- The lessor may hire a radon contractor to perform an additional radon test within 30 days after the tenant notifies the lessor of the results of a radon test.
- The results of a measurement by a radon contractor may be used by the lessor to disprove the presence of a radon hazard.
- Test results are valid for a period of 2 years after the date of the testing unless any renovations, additions, or modifications are made to the building containing the dwelling unit.
- If the lessor declines to dispute the results of the tenant's radon test showing a radon hazard or does not mitigate the hazard, the tenant may, within 60 days:
 - (1) hire, at the tenant's expense, a radon contractor to perform radon mitigation activities. If the tenant chooses to conduct mitigation activities, the mitigation activities shall only be done with express consent of the lessor; or
 - (2) terminate the lease.
- Radon reduction requires a trained professional. To find out which radon reduction system is right for a building, and the cost of repairs, Lessors should consult with a licensed radon contractor.



Tenant's Radon Checklist

- At the time of entering into a lease, or at any time during the leasing period, upon request, the lessor shall provide to a tenant in a unit below the third story with:
 - (1) the IEMA-OHS pamphlet Radon Guide for Tenants;
 - (2) copies of any records or reports pertaining to radon concentrations within the dwelling unit that indicate a radon hazard; and
 - (3) the Disclosure of Information on Radon Hazards to Tenants form.
- Follow instructions included in your radon test kit.
- If your test shows radon levels above 4.0 pCi/L, notify the Lessor of the test results in writing within 10 days.
- If you have high radon levels or if you need additional information and assistance about radon testing and radon repairs, contact the IEMA radon office, the National Radon Helpline or other organizations that work on radon or housing issues.



If You Smoke . . .

Smoking combined with exposure to high radon levels is a serious health risk. If you smoke or are a former smoker, the presence of radon greatly increases your risk of lung cancer. If you stop smoking and lower your radon levels, you will reduce your lung cancer risk.

For More Information
IEMA-OHS Website
www.radon.illinois.gov
IEMA Toll-free Hotline
1-800-325-1245