

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 and **provide one of the following** forms of documentation evidencing this threat:
 - Medical, court, or police evidence; or,
 - A statement from an employee of a domestic violence or other victim services organization from whom you or a member of your household sought service.

The landlord must change or give you permission to change the locks within 48 hours of your notice and documentation, 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. If the person seeking to harm you or a household member is also a tenant on your lease, you need to provide to the landlord a plenary order of protection or plenary civil no contact order granting you exclusive possession of the residence instead of one of the forms of documentation noted above.

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: _____

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](http://ilao.info/dvleases)

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: _____

EVANSTON MODEL LEASE GUIDE 2024

Evanston housing providers, this 2024 Model Lease should be customized to suit the specific agreement you struck with your new tenant. Neither the information included here nor the model lease is designed for your particular leasing situation, and these documents are not offered as legal advice. The City of Evanston strongly recommends that you consult an attorney before using this Model Lease.

The Model Lease is designed to comply with Evanston's Residential Landlord Tenant Ordinance ("RLTO"), which applies to most, but not all, Evanston rental properties. Please review the ordinance for a list of the types of housing to which the RLTO, or a part of the RLTO, does not apply.

Please be aware that Evanston updated its RLTO in 2024. Those changes include, but are not limited to, the following:

Fair Notice

Housing providers who are subject to the RLTO should be aware of the following:

(A) If the rental agreement will not be renewed or if a month-to-month tenancy will be terminated, the housing provider shall provide written notice of the nonrenewal to the tenant no less than ninety (90) days prior to the termination date.

(B) If the housing provider fails to give the required written notice required by Section 5-3-6-5 (A) to the tenant, the lease term shall be extended and the tenant may remain in his/her the dwelling unit for ninety (90) days, commencing on after the date that such written notice is received by the tenant. During such period, the terms and conditions of the tenancy shall be the same as the terms and conditions during the month of the tenancy immediately preceding the notice.

(C) A housing provider who wishes to renew a rental agreement must provide the proposed new rental agreement to the tenant not less than ninety (90) days prior to the termination date of the current rental agreement. No tenant shall be required to renew a rental agreement more than forty-five (45) days prior to the termination date of the current rental agreement.

(D) If the housing provider fails to give the notice required by Section 5-3-6-5(C) within the time provided, the lease term shall be extended and the tenant may remain in the dwelling unit for ninety (90) days after the date that such written notice is received by the tenant. During such period, the terms and conditions of the tenancy shall be the same as the terms and conditions during the month of the tenancy immediately preceding the notice.

Summary

Housing providers should be aware of all required disclosures that must be included as attachments to the written rental agreement, including (but not limited to) the City-provided summary of the RLTO. A copy of this summary will be provided in multiple languages on the City of Evanston website.

2024 MODEL EVANSTON APARTMENT LEASE

DISCLAIMER: This form is not legal advice. It is provided as general guidance for residential leasing within the City of Evanston. The City encourages housing providers and tenants to consult an attorney before using this form. State and local laws regulating residential housing are subject to change, as is this model lease. Housing providers must also include all attachments required by law.

LEASED PREMISES

ADDRESS	UNIT	CITY	STATE	ZIP	PARKING #	STORAGE #

LEASE DATE: _____

LEASE TERM START: _____

LEASE TERM END: _____

MONTHLY RENT	UTILITIES PROVIDED BY LANDLORD	NON-REFUNDABLE FEE(S),* IF ANY	SECURITY DEPOSIT(S), IF ANY	PREPAID RENT, IF ANY
Rent: _____ Pet rent: _____ Parking: _____ Other: _____	<i>Check all that apply:</i> <input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Internet <input type="checkbox"/> Cable <input type="checkbox"/> Other: _____	Move-In: _____ Pet Fee: _____ Other: _____ _____	Unit: _____ Pet: _____ Other: _____ _____	

*Housing Provider must attach or include itemized list of reasonable estimate of the costs that compromise the fee(s), which shall not include costs associated with routine maintenance and the upkeep of the premises. Section 5-3-5-2 (A)(4) of the Evanston City Code.

TENANTS/OCCUPANTS INFORMATION

Note that this information should be provided for each occupant.

NAME	DATE OF BIRTH	CELL PHONE	WORK PHONE	EMAIL ADDRESS

PETS

TENANT EMERGENCY CONTACT
Who should housing provider contact in case of emergency?

Name: _____
Address: _____ Unit: _____
City: _____
State: _____ Zip: _____
Cell Phone: _____
Work Phone: _____
Email: _____

HOUSING PROVIDER/LANDLORD INFORMATION

Name: _____
Address: _____ Unit: _____
City: _____
State: _____ Zip: _____
Cell Phone: _____
Work Phone: _____
Email: _____

HOUSING PROVIDER'S AGENT
Person, entity/tenant should contact with
all concerns management company/property manager

Company Name: _____
Contact Name: _____
Address: _____ Unit: _____
City: _____
State: _____ Zip: _____
Phone: _____
Email: _____

FINANCIAL INSTITUTION HOLDING SECURITY DEPOSIT

Name: _____
Address: _____
City: _____
State: _____ Zip: _____
Work Phone: _____
Email: _____

LEASE AGREEMENTS AND COVENANTS

All sections referred to in this Lease Agreement are regarding sections detailed in the Evanston Residential Landlord and Tenant Ordinance and shall be referred to thereafter as “ERLTO” – (Chapter also means “ERLTO”)

1. Rent. Tenant shall pay to Housing Provider’s Agent or, if none, to Housing Provider, by check, money order, direct debit, or online payment, all monthly rent, including pet rent and parking fee, if any, at the address specified herein (or to such other address specified by Housing Provider in writing) in advance, on, or before the Start Date and each monthly anniversary of the Start Date during the Term. All sums due and payable under this lease shall be considered rent and shall be paid in the same manner as monthly rent. Rent shall be deemed paid on the date actually received. If Tenant fails to make any full payment of Rent within five (5) calendar days from the due date, such rent shall be increased by the amount of the Late Fee, which shall not exceed \$25.00 per month for the first \$1,600.00 in rent, plus five percent (5%) of the amount by which the rent exceeds \$1,600.00. Tenant agrees to pay Housing Provider, upon demand, \$50.00 each time a rent check is returned for insufficient funds, in addition to any applicable Late Fee. If, during the course of the Term, more than two rent checks are returned for insufficient funds, Housing Provider shall have the right to demand that all future payments of rent be made solely by cashier’s check or money order.

2. Security Deposit. Tenant shall deposit with Housing Provider the Security Deposit as security for the performance of each and every covenant and agreement to be performed by Tenant under this lease. To the extent permitted by law, Housing Provider shall have the right, but not the obligation, to use the Security Deposit, or any portion thereof, to cure any breach or default of Tenant under this lease, or to reasonably compensate Housing Provider for any property damage caused by Tenant, its guests or invitees, reasonable wear and tear excepted. Notwithstanding the foregoing, Tenant’s liability for any breach or default under this lease or for any property damage shall not be limited to the Security Deposit. Upon termination of this lease, Tenant shall promptly notify Housing Provider of Tenant’s new mailing address, and Housing Provider shall refund the Security Deposit, or any balance thereof, in accordance with governing law, but in no event later than twenty-one (21) days after the Tenant has vacated the Premises, and may pay the entirety of any Security Deposit refund to any Tenant on this lease. If Housing Provider has applied the Security Deposit or any portion thereof, Housing Provider shall provide, no later than twenty-one days (21) days after Tenant has vacated the Premises, a written notice stating the basis for the application of the funds and, if related to repairs or replacements, said notice shall include the estimated or

actual cost of the same, with receipts attached for any and all payments.

3. Move-in Fee. Tenant shall pay to Housing Provider’s Agent or, if none, to Housing Provider, by check, money order, direct debit, or online payment, the Move-In Fee, if any, at the address specified herein (or to such other address specified by Housing Provider in writing) in advance, on, or before the Start Date. Prior to Tenant’s obligation to pay the Move-In Fee, Housing Provider shall provide Tenant with an itemized list of Housing Provider’s reasonable estimate of the costs that comprise the Move-In Fee, which shall not include costs associated with routine maintenance and upkeep of the Premises.

4. Possession. Tenant shall be entitled to possession of the Premises at 8:00 A.M. on the Lease Start Date at the commencement of the Term. Housing Provider may deliver possession by tendering the keys to Tenant at the Premises or by making the keys available at the office of Housing Provider or Housing Provider’s Agent, provided such office is in the reasonable vicinity of the Premises.

5. Tenant’s Use of Premises. Tenant shall use the Premises as a residence only for the individual(s) identified by Tenant in this lease and any children born to, adopted by, or in the legal custody of Tenant during the Term. Tenant shall not use, lease, or license the Premises as a shared housing unit within the meaning of Title V, Chapter 2 of the Evanston Municipal Code or as a vacation rental within the meaning of Title V, Chapter 9 of the Evanston Municipal Code, and any such violation shall constitute a default. Tenant shall not permit any guests (other than minor children of Tenant or within Tenant’s legal custody) to lodge at the Premises longer than fourteen (14) days consecutively, or thirty (30) days cumulatively during the Term, without the express written consent of Housing Provider. Tenant shall comply with all federal, state, and local laws and regulations while occupying the Premises and shall not engage in any action, or allow any guests or invitees to engage in any action, that would be dangerous to life, limb, or property, cause a disturbance to other tenants or neighbors, damage the reputation of the Premises or the Housing Provider, or increase the premium cost or invalidate any policy of insurance covering the Building. Tenant shall not store on or around the Premises, or enter upon the Premises with, any item of an unusually dangerous, flammable, or explosive nature or that might unreasonably increase the risk of fire or explosion.

6. Utilities. Housing Provider shall provide all Utilities Provided by Housing Provider, the cost of which is included in the rent. Housing Provider has disclosed the annual cost during the prior twelve (12) months of each such Utility Provided by Housing Provider in Section 7 of this Lease.

Tenant shall be responsible to pay the following utilities serving the Premises:

[_____], and Tenant shall be responsible for establishing an account with the provider of each applicable utility and for paying for all usage incurred during the Term or during any period that Tenant has possession. Where Tenant pays for the utility, the utility service shall be individually metered to the Premises, and Housing Provider has disclosed, if known, the annual cost of said utility service in Section 7 of this Lease.

Housing Provider shall not be liable for any utility outages by reason of any cause beyond Housing Provider's reasonable control, and Housing Provider shall have no obligation to install or provide, or consent to the installation or provision of, any utility not serving the Premises at the commencement of the Term. If Tenant fails to pay for any utility that is Tenant's responsibility and such failure is imminently likely to affect Housing Provider's interests or create a danger to the Premises, Housing Provider may pay the utility directly and any amount so paid shall be added to the next installment of rent.

7. Utility Cost Disclosure.

Utility	Party Responsible for Payment	Annual Service Previous 12 Months

_____ **Tenant Acknowledgement**

8. Heat. If heat is a Utility Provided by Housing Provider, Housing Provider shall maintain the temperature inside the Premises in accordance with Evanston Municipal Code, at Housing Provider's sole cost and expense.

9. Notice of Conditions Affecting Habitability.

Check any that are applicable:

_____ Housing Provider warrants that there are no conditions affecting habitability as set forth in Section 5-3-5-2 (D) of the Evanston Municipal Code.

_____ **Tenant Acknowledgement**

_____ Housing Provider discloses the following code violations, code enforcement litigation and/or administrative hearing now pending or which occurred during the previous twelve months affecting the Premises or the Common Areas:

The case or identification number of the proceeding and/or a list of the code violations are:

_____ **Tenant Acknowledgement**

Housing Provider discloses that the City of Evanston or a utility provider intend to terminate utility service to the Premises or the Common Areas. The type of service to be terminated is _____, the intended date of termination is _____, and the termination will affect [Premises] [Common Areas] [Both].

_____ **Tenant Acknowledgement**

10. Housing Provider Maintenance. Housing Provider's obligation to maintain the fitness and habitability of the Premises shall be coextensive with the obligations imposed by the ERLTO, including but not limited to Section 5-3-5-3(A) thereof.

11. Tenant Maintenance. With respect to the Premises and all appurtenances thereto, Tenant shall:

- (a) keep the same in good, clean, safe, and sanitary condition, in good order and repair, and in compliance with the Evanston municipal code;
- (b) repair any damage caused by the misuse, waste, or neglect of Tenant or any of Tenant's guests or invitees;
- (c) notify Housing Provider promptly of any damage, defect, or condition posing a threat to person or property or necessitating attention or repair;
- (d) place all garbage in sealed and secured plastic bags and dispose of garbage and recyclables, in designated receptacles;
- (e) maintain a minimum temperature of fifty-five (55) degrees where Tenant controls heat;

(f) not use sinks or toilets to dispose of articles that plumbing pipes were not designed to accommodate; (g) not suffer or commit any waste, or destroy, deface, damage, or impair any property owned by Housing Provider or third persons, nor allow guests or invitees to do so.

12. Alterations and Improvements. Tenant shall not make any alterations, additions, or improvements to, nor paint any portion of, the Premises, nor shall install, remove, or replace any wallpaper, fixtures, equipment, or appliances, nor modify any landscaping, without the express written consent of Housing Provider. Tenant may not install or affix any equipment to the exterior surface of the building, including awnings, air conditioning units, satellite dishes, coaxial cable, or television antennae, without the express written consent of Housing Provider. Housing Provider may condition any consent on, among other things, Tenant's agreement to pay all costs or employ contractors specifically approved by Housing Provider. All alterations, additions, or improvements shall become the property of Housing Provider, unless Housing Provider requests that they be removed or that the Premises be restored to its original condition at the end of the Term.

13. Safety Devices. Tenant agrees to test and maintain any smoke or burglar alarms or carbon monoxide detectors at the Premises, to replace any batteries, as needed, at Tenant's sole cost and expense, and to notify Housing Provider of any deficiencies in such safety devices that Tenant cannot correct. Housing Provider warrants that any such safety devices and batteries are in proper working order at the time Tenant takes possession. Housing Provider has no obligation to install any safety device or system at the Building, except as required by governing law. If Tenant installs any alarm system at the Building, Tenant shall provide Housing Provider with instructions on disarming the system upon entry.

14. Locks & Keys. Tenant shall have the right to change the locks or keys to any door at the Premises or to change the combination of any digital lock at the Premises, provided, however, that Tenant shall provide Housing Provider with a copy of the new key(s) or the new combination(s) within twenty-four (24) hours.

_____ **Tenant Acknowledgement**

15. Access. Housing Provider and Housing Provider's Agents, upon forty-eight (48) hours' written or verbal notice, shall have the right to enter the Premises between 8:00 AM and 8:00 PM ("Daytime Hours") or at any other time expressly requested by Tenant for the purpose of inspecting or investigating actual or potential damage, performing required maintenance, alterations or repairs, supplying necessary or agreed services, conducting

inspections authorized or mandated by a governmental entity, or exhibiting the Premises to prospective purchasers or mortgagees. During the final ninety (90) days of the Term, Housing Provider and Housing Provider's Agents shall also have the right to enter the Premises during Daytime Hours and upon forty-eight (48) hours' written or verbal notice, for the purposes of exhibiting the Premises to prospective tenants of the Premises. In the event of an apparent or actual emergency, or of a practical necessity to make repairs elsewhere in the Building, Housing Provider or Housing Provider's Agents may enter the Premises at any time without notice, provided Housing Provider subsequently informs Tenant of such entry within forty-eight (48) hours. In all instances, Housing Provider or Housing Provider's Agent shall knock and announce before entering. For purposes of this paragraph only, written or verbal notice may be communicated in any diligent, good faith manner reasonably calculated to reach Tenant. Nothing in this paragraph shall be construed to limit Housing Provider's or Tenant's rights, privileges, or remedies under governing law. In the event Tenant wrongfully precludes Housing Provider from access to the Premises, Housing Provider shall be entitled to all remedies available at law or in equity, including reasonable attorney's fees.

16. Pets. Tenant may not keep any pets or animals at the Property other than those identified in this Lease. No pet may be permitted in any Common Area without a leash, and Tenant shall properly dispose of all pet waste in and around the Property. Housing Provider reserves the right to require Tenant to remove any pet that becomes dangerous to other tenants or neighbors or that repeatedly damages or causes disturbances in the Building or on the Property. Tenant shall be liable for injuries to any individual or damage to the Premises, Building, or Property caused by Tenant's pet(s). Service dogs that have been individually trained to do work or perform tasks for an individual with a disability shall not be considered pets.

17. Insurance. Housing Provider is not responsible for Tenant's furniture or other belongings. Tenant shall obtain and keep in full force and effect during the entire Term, a policy of renter's insurance in an amount sufficient to cover the insurable value of Tenant's personal possessions located in the Premises and on the Property, and inclusive of liability coverage. Upon Housing Provider's request, Tenant shall provide evidence of such renter's insurance.

18. Assignment and Subletting. Tenant shall not assign or sublease any interest in this Lease without the express written consent of Housing Provider, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment or sublease without Housing Provider's consent shall constitute a material breach of this Lease. No sublease or assignment shall operate to release Tenant or

any Guarantor from any obligation or liability under this Lease, and no consent to a particular assignment or sublease shall be construed as consent to any other assignment or sublease.

19. Surrender of Possession. Upon expiration or termination of this Lease, Tenant shall immediately vacate and surrender possession of the Premises in as good and clean an order and condition as the Premises was in at the beginning of the Term, reasonable wear and tear excepted, and Tenant shall immediately deliver all keys to Housing Provider or Housing Provider's Agent.

20. Holdover. If Tenant fails to surrender possession following the expiration of the Term, Housing Provider may seek the remedies provided by the ERLTO.

21. Tenant Default. Any failure to pay Rent, any material noncompliance with this Lease, or any violation of the ERLTO by Tenant shall constitute a default. If the default is curable, and, within the applicable period specified by ERLTO Section 5-3-6-1, Tenant fails to cure said default following receipt of proper notice from Housing Provider, Housing Provider may terminate this Lease, maintain an action for possession without terminating this Lease, and/or exercise any and all other rights, and seek any and all remedies, individually or collectively, available at law or in equity, and the assertion or pursuit of any particular right or remedy shall not preclude the assertion or pursuit of any other. Tenant's obligation to pay Rent during the Term or any holdover shall not be relieved or released by the service of any notice or demand or the commencement of legal proceedings by Housing Provider. Any legal proceeding instituted to enforce any right of Housing Provider under this Lease may be filed and prosecuted by and in the name of Housing Provider or Housing Provider's Agent.

22. Housing Provider Default. Any material noncompliance by Housing Provider with this Lease or with the ERLTO shall constitute a default. If, within the applicable grace period specified by ERLTO Section 5-3-7-1, Housing Provider fails to cure any default following receipt of proper notice from Tenant, or, in the event notice is not required, Tenant may exercise any and all rights and seek any and all remedies, individually or collectively, available at law or in equity, and the assertion or pursuit of any particular right or remedy shall not preclude the assertion or pursuit of any other.

23. Eminent Domain. If the whole or any substantial part of the Property, Building, or Premises is taken or condemned by any competent public entity for any purpose, then this Lease shall terminate and Rent shall be pro-rated as of the date of the condemnation or taking.

Tenant shall not be entitled to receive any portion of any condemnation award.

24. Abandonment. Tenant shall not abandon the Premises. Abandonment shall be deemed to have occurred as provided by Section 5-3-6-2 of the ERLTO and shall vest Housing Provider with all rights available thereunder.

25. Extended Absence. In the event the Premises will remain unoccupied for more than twenty-one (21) consecutive days, Tenant shall notify Housing Provider at least seven (7) days in advance of such absence unless such advance notification is not reasonably possible, in which case Tenant shall so notify Housing Provider as soon as is reasonably practical.

26. Liens. Tenant shall not suffer or permit any lien or claim for lien to be filed against the Property arising out of work performed, or alleged to have been performed, at the direction of, or on behalf of, Tenant. If any such lien or claim is filed, Tenant shall within ten (10) days after receiving notice thereof: (a) cause such lien or claim for lien to be released; or (b) deliver to Housing Provider a proper bond in the amount of one hundred fifty percent (150%) of the amount of the lien, issued by a surety satisfactory to Housing Provider, indemnifying, defending, and holding Housing Provider harmless from and against all liability, loss, cost, and expense resulting from such lien or claim for lien. If Tenant fails to take either of the foregoing actions, Housing Provider, without investigating the validity of such lien or claim for lien, may: (c) pay or discharge the same and Tenant shall thereafter reimburse Housing Provider upon demand for the amount so paid or (d) declare a default.

27. Subordination. This Lease, and Tenant's interest hereunder, shall be subordinate and inferior to any past, present, or future mortgages affecting the Premises, any advances made upon any such mortgages, and any renewals or extensions thereof.

28. Application. Any application submitted by Tenant in connection with this Lease is incorporated herein by reference. Tenant represents and warrants that all statements made in such application are true and complete. Tenant agrees that Housing Provider was induced to sign this Lease in reliance on all such statements, and Tenant further agrees that any breach of the foregoing representation and warranty shall constitute a default under this Lease.

29. Notice. All notices required or permitted under this Lease shall be given by signed writing and served by (a) personal delivery; (b) certified United States mail, return receipt requested, or (c) nationally-recognized overnight courier without waiver of signature. Tenant shall deliver all

notices to Housing Provider's Agent (identified in this Lease) or, if none is identified, to Housing Provider. In the case of notices to Tenant, service by any method other than personal delivery shall be made at the Premises. Notice shall be deemed received at the time of personal delivery or on the date of recipient's signing for certified mail or overnight courier delivery. If more than one good-faith attempt at service has failed, Housing Provider may serve notice on Tenant by posting on the front door to the Premises and thereafter sending a carbon copy of said notice to Tenant by first-class United States mail, in which case notice shall be deemed to have been received three days after mailing. Housing Provider may change the name and/or address of its authorized agent through notice to Tenant in accordance with this paragraph.

30. Recording. Tenant shall not record this Lease in any public office. Breach of this condition shall constitute a default.

31. Easement. Housing Provider retains an easement to display tasteful "for sale," "for rent," or similar signs in any Common Areas of the Premises at any time, or on the exterior of the Premises within ninety (90) days prior to the expiration of this Lease.

32. Waiver. The failure of either party to exercise any right under this Lease shall not be construed as a waiver or relinquishment of such right, and the one party may not rely upon the other party's inaction at any time or from time to time as constituting a waiver or relinquishment. The express waiver of any right shall not operate as a waiver of any other right.

33. Entire Agreement. Tenant acknowledges and agrees that this Lease (and any attachments or riders expressly referenced herein) embodies the complete and entire understanding between the parties with respect to the leasing of the Premises and the obligations of each party, and Tenant is not relying on any statement, promise, representation, or warranty not expressed herein, including any promise to alter or improve the Property, Building, or Premises.

_____ **Tenant Acknowledgement**

34. Severability. If any of the provisions of this Lease or the application thereof shall for any reason be held invalid, unlawful, or unenforceable, or to the extent that any governing law imposes any obligation on Housing Provider or Tenant that contravenes any provision of this Lease or prohibits the inclusion of any provision of this Lease, then this Lease shall be deemed amended to comply with such law, and the remainder of this Lease shall not be affected thereby. If an invalid provision of this Lease cannot be reformed, it shall be severed, and the remainder of this Lease shall be valid and enforceable to the fullest extent permitted by law.

35. Modification. No modification, waiver, or amendment of this Lease or any of its terms, conditions, or covenants shall be binding upon the parties unless made in writing and signed by both parties.

36. Binding Effect. The covenants, conditions, and obligations contained herein shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assigns of Housing Provider and Tenant, provided, however, that following the death of the last surviving Tenant, the heirs or legal representatives of said Tenant may terminate this Lease upon thirty (30) days' written notice.

37. Joint and Several Liability. All Tenants and all Housing Providers under this Lease shall be jointly and severally liable for all covenants, agreements, and obligations hereunder.

38. Construction. The headings of each paragraph of this Lease are for convenience only and shall not be used for interpretive purposes. Singular words, including "Housing Provider" and "Tenant" shall be interpreted as plural where necessary or where context permits.

39. Governing Law, Venue. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois, without regard for Illinois choice-of-law principles. Venue for any action arising out of this Lease shall be courts of competent jurisdiction in Cook County, Illinois.

40. Definitions.

Building	The entire physical structure in which the Premises is located, including all fixtures, machinery, and equipment appurtenant thereto
Common Areas	All portions of the Property except separately-demised premises intended for separate occupancy by tenants and any portions of the Property to which Housing Provider restricts public access, including but not limited to lounges, laundry rooms, indoor and outdoor recreational facilities, garages, vestibules, stairways, corridors, elevators, and passages used for ingress and egress to and from the Building and the Premises.
ERLTO	The Evanston Residential Landlord-Tenant Ordinance (CITE), as the same has been or may hereafter be amended.
Housing Provider	The person(s) or entit(ies) identified as “Housing Provider(s)” on the first page of this Lease.
Housing Provider’s Agent	The person(s) or entit(ies) identified as “Person/Entity Tenant Should Contact With All Concerns” and/or as “Housing Provider’s Agent” in this Lease. Housing Provider’s Agent is authorized to act for and on behalf of Housing Provider for the purpose of service of process and for the purpose of receiving notices and demands from Tenant.
Lease	This Evanston Apartment Lease between Housing Provider and Tenant
Move-In Fee	The non-refundable, one-time monetary sum to be paid by Tenant to Housing Provider to compensate Housing Provider for the cost of transitioning the Premises to Tenant. The Move-In Fee is reasonably related to Housing Provider’s cost for Tenant to move into the Premises including, but not limited to, additional security costs or additional trash removal. The total amount of the Move-In Fee is stated on the first page of this Lease and an itemized estimate of the costs the Move-In Fee is meant to compensate Housing Provider for is attached to this Lease. The Move-In Fee does not include costs associated with routine maintenance and the upkeep of the Premises or Property.
Pet Fee	The non-refundable, one-time sum to be paid by Tenant to Housing Provider to cover costs associated with housing pets on the Premises.
Premises	In the case of a multi-unit Building, that separately demised portion of the Property designed for exclusive occupancy by the Tenant and includes all appurtenances thereto, including fixtures, equipment, and appliances. In the case of a single family dwelling, the “Premises” is coextensive with the Property.
Property	The parcel or parcels of land owned by Housing Provider on which the Building is situated.
Rent	Any and all monetary sums, other than Move-In Fee, required to be paid by Tenant to Housing Provider, including but not limited to the total amount stated on the first page of this Lease, applicable Late Fees, and returned check charges.
Security Deposit	The funds required to be deposited by Tenant to secure Tenant’s performance of all obligations and covenants under this Lease. The total amount of the Security Deposit is stated on the first page of this Lease.
Start Date	The date so specified in the Lease Term box on the first page of this Lease.
Tenant	The person(s) identified as “Tenant(s)” on the first page of this Lease.
Utilities Paid by Housing Provider	The utility services identified on the first page of this Lease that are provided to the Premises at Housing Provider’s sole cost and expense.

FURTHER ACKNOWLEDGEMENTS BY TENANT

Tenant acknowledges receipt of the following documents. Those in **bold font** are required; where not applicable, cross out.

- **Evanston Residential Landlord Tenant Ordinance Summary** _____ Tenant(s) Initials
- **Lead-Based Paint Disclosure & Pamphlet** _____ Tenant(s) Initials
- **Radon Hazard Disclosure** _____ Tenant(s) Initials
- **Bed Bug Infestation Prevention Brochure** _____ Tenant(s) Initials
- Security Deposit Receipt _____ Tenant(s) Initials
- Premises Inspection Checklist _____ Tenant(s) Initials
- Condominium Association Rules & Regulations _____ Tenant(s) Initials
- Resident Handbook _____ Tenant(s) Initials
- Recycling Brochure _____ Tenant(s) Initials

SIGNATURES

In consideration of the mutual covenants and agreements set forth herein or in any rental application, Housing Provider hereby leases to Tenant, and Tenant hereby leases from Housing Provider, the Premises for the Term, pursuant to the terms and conditions contained in, or incorporated into, this Lease.

TENANT(S):

HOUSING PROVIDER(S):

Signature

Signature

Name Date

Name Date

Signature

Signature

Name Date

Name Date

Signature

Signature

Name Date

Name Date

[ATTACH ANY RULES AND REGULATIONS]

**[ADD ANY ATTACHMENTS, INCLUDING THOSE REQUIRED
BY ERLTO OR OTHER LAWS]**