



**OAK PARK AREA ASSOCIATION OF REALTORS®  
COOK COUNTY RESIDENTIAL LEASE**



**PLEASE REVIEW PRIOR TO COMPLETING LEASE.**

1. This lease is up to date with Cook County and Illinois law for **2022**.
2. The attached lease is in a fillable PDF format to aid in its use.
3. The lease must be used in its entirety. Mandatory attachments for all leases must include:
  - Cook County Renter's Rights and Landlord Protections Summary
  - Environmental Protection Pamphlet and bed bug prevention, detection and control

When applicable, additional attachments might include:

- For properties built prior to 1978, lead based paint pamphlet and disclosure
  - Disclosure of Radon Hazards, if elevated radon known is at or above 4.0 pCi/L, not previously mitigated
  - Exhibit A: Landlord Exemption Notice Disclosure
  - Exhibit C: Move-in Fee Disclosure
  - Exhibit K: Code Violations
4. Fill in each blank. If not applicable, use "N/A" or in the case of no security deposit, use "None".
  5. There are significant rules governing security deposits and "move-in-move-out" fees, notices as well as many nuanced notice requirements, which require compliance by Tenants and Landlords. Landlord is advised to seek legal advice prior to accepting a security deposit.
  6. Users should refer to resource materials published by Illinois REALTORS® in addition to those materials and tutorials disseminated by the Oak Park Area Association of REALTORS® prior to completing this Lease form.
  7. Properties exempt from the regulations and provision of the RTLO are identified in Exhibit A: Landlord Exemption Notice and Disclosure.
  8. This lease does not encompass all of the rights and remedies afforded the parties thereto that are contained in the Cook County Residential Tenant and Landlord Ordinance. See the Ordinance for further details. The Oak Park Area Association of REALTORS® suggests that the parties to this lease consult with legal counsel before becoming contractually obligated hereunder.
  9. Additional Illinois REALTORS® Forms Available Applicable to the Cook County Residential Tenant Landlord Ordinance:

Exhibit A: Landlord Exemption Notice Disclosure

Exhibit B: Prohibited Provisions / Lease Agreements *[OMITTED; CONTAINED IN #10 BELOW]*

Exhibit C: Move-in Fee Disclosure

Exhibit D: Utility Cost Disclosures *[OMITTED; CONTAINED IN PARAGRAPH 18 OF LEASE]*

Exhibit E: 60-Day Lease Termination Disclosure

Exhibit F: Bug Bed Remediation Disclosure

Exhibit G: Copy of RTLO Summary Disclosure *[OMITTED; CONTAINED IN PAGE 2, LINE 35 OF LEASE]*

Exhibit H: Security Deposit Financial Institution Disclosure *[OMITTED; CONTAINED AT THE TOP OF PAGE 1 OF LEASE]*

Exhibit I: Security Deposit Financial Institution Transfer Disclosure

Exhibit J: Foreclosure Disclosure

Exhibit K: Code Violations Disclosure

Exhibit L: Change of Ownership, Management, Agent Disclosure



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10. Cook County RTLO Prohibited Provisions (*the following may not be included in any lease subject to the Ordinance*):
- a) Agreement to waive or to forego rights or remedies under this Article, Illinois state law, or federal law;
  - b) Authorization of a confession of judgment, or any entry of a judgment by a court without written notice or a trial, for any claim, including but not limited to debts, liabilities, damages, and obligations, arising out of the rental agreement;
  - c) Agreement to a waiver of: any written termination of tenancy notice or manner of service thereof provided under state law or this Article, summons, copy of complaint, petition, right to notice, motion, entry of appearance, or other documents from the court as established through judicial process in the manner provided by the Illinois Code of Civil Procedure, 735 ILCS 5/2-201, et seq., or any action, regardless of good cause or cost;
  - d) Agreement to a non-disparagement clause that limits any written or oral statements, remarks, or other communications to be made by tenants regarding the landlord, property, management, staff, officers, directors, representatives, investors, shareholders, administrators, affiliates, employees, affiliated corporations, divisions, or subsidiaries, whether they are public or private, or direct or indirect statements;
  - e) Agreement to the limitation of any liability of the tenant or landlord arising under law or to indemnify the tenant or landlord for any liability or the costs connected therewith;
  - f) Agreement to waive the right of any party to a trial by jury;
  - g) Agreement that in the event of a lawsuit arising out of the tenancy the tenant will pay the landlord's attorney's fees except as provided for by court rules, statute or Ordinance. This paragraph shall also apply to a mobile home owner who rents a manufactured home lot in a mobile home park. The terms "tenant", "manufactured home" or "mobile home," "lot," and "mobile home park," are defined or used in the Mobile Home Landlord and Tenant Rights Act, 765 ILCS 745 et seq.;
  - h) Agreement that either party may cancel or terminate a rental agreement at a different time or within a shorter time period than the other party, unless such provision is disclosed in a separate written notice;
  - i) Agreement that a tenant shall pay a charge, fee or penalty in excess of \$10.00 per month for the first \$1,000.00 in monthly rent plus five (5) percent per month for any amount in excess of \$1,000.00 in monthly rent for the late payment of rent. This paragraph shall also apply to a mobile homeowner who, rents a manufactured home lot in a mobile home park. The terms "tenant", "manufactured home" or "mobile home," "lot," and "mobile home park," are defined or used in the Mobile Home Landlord and Tenant Rights Act, 765 ILCS 745 et seq.;
  - j) Agreement that a tenant shall receive a discount in excess of \$10.00 per month for the first \$1,000.00 in monthly rent plus five (5) percent per month for any amount in excess of \$1,000.00 in monthly rent if the tenant pays rent before a specified date or within a specified time period in the month;
  - k) Agreement that a landlord may apply rent payments to a charge other than rent, including but not limited to utilities, fines, late fees or other charges;
  - l) Agreement that the landlord shall not impose a fee in excess of the reasonable cost of that expense, including, but not limited to, credit-check fees and move-in fees. A landlord shall not rename a fee or charge to avoid application of this prohibition.

Section 42-804 (F)



**OAK PARK AREA ASSOCIATION OF REALTORS®  
COOK COUNTY RESIDENTIAL LEASE**



For Apartments, Condominium Units, Single Family Homes, and Townhomes  
(See exhibits for list of living arrangements not covered)  
NOT TO BE USED FOR CHICAGO PROPERTY;  
OTHER COMMUNITIES MAY IMPOSE ADDITIONAL REQUIREMENTS  
CHECK APPLICABLE MUNICIPALITY

**Intended to be a Binding Contract**

Term of		Monthly Rent	Security Deposit (if any)
Lease Beginning Date	Lease Ending Date & Time		
Illinois Financial Institution (Name and Address)* where any Security Deposit shall be or is held (if any):			

*\*If during the pendency of the Lease, Landlord transfers the security deposit from one financial institution to another, Landlord shall notify Tenant in writing of the name and address of the new financial institution within 14 days of the transfer or within a reasonable time, given all circumstances.*

Leased Premises Address:			
Identification of Tenant(s):		Date of Birth*	Landlord(s) or Authorized Management Agent:
Name(s):			Name(s):
			Address:
Telephone:			Telephone:
Email:			Email:

*\*If required by municipal ordinance.*

[CHECK IF APPLICABLE]  \_\_\_\_\_  
(TENANT NAME)

[CHECK IF APPLICABLE]  \_\_\_\_\_  
(LANDLORD NAME)

is a real estate licensee in the State of Illinois.

is a real estate licensee in the State of Illinois and has direct or indirect interest in the Premises.

Name(s) of Persons Authorized to Occupy Premises:	Person Authorized to Act on Behalf of Owner for the Purpose of Service of Process and Accepting Notices:	
	Name:	
	Address:	
	Telephone:	

1 The individual occupancy of the dwelling unit may not be changed without an amendment to the existing rental agreement reflecting  
2 the change in occupancy and shall in no case exceed the maximum occupancy permitted elsewhere in the Municipal Code for that size  
3 unit.

4 **For valuable consideration, the sufficiency of which is hereby acknowledged, Landlord(s) agrees to lease to Tenant(s) and**  
5 **Tenant(s) agree to lease the Premises from Landlord(s) for use as a private dwelling, and for no purpose not permitted by the**  
6 **Cook County Residential Tenant and Landlord Ordinance, together with all fixtures and personal property, listed below (if any)**  
7 **in the Premises, for the above Term of Lease, subject to all the terms and conditions of the Lease. Along with the dwelling unit**  
8 **described herein, the premises include the following [CHECK ALL THAT APPLY]:**

- 9  Parking space(s) (Identified as \_\_\_\_\_ and containing \_\_\_\_\_ parking space(s)).
- 10  Garage (Identified as \_\_\_\_\_ and containing \_\_\_\_\_ parking space(s) and \_\_\_\_\_ transmitter(s)).
- 11  Refrigerator  Oven/Range/Stove  Microwave  Dishwasher  Washer  Dryer  Window Air Conditioner(s) (# \_\_\_\_\_)
- 12  Storage Locker (Identified as \_\_\_\_\_)  Other (description: \_\_\_\_\_)

\_\_\_\_\_  
Landlord Initials      \_\_\_\_\_ Landlord Initials      \_\_\_\_\_ Tenant Initials      \_\_\_\_\_ Tenant Initials

13 Pets  are  are not permitted under this Lease. If pets are permitted, such permission is limited as follows:  
 14 type/breed: \_\_\_\_\_ weight: \_\_\_\_\_ number of: \_\_\_\_\_. Further, the following  
 15 additional conditions apply (pet deposit/rent): \_\_\_\_\_.

<b>The following are incorporated into this Lease when indicated</b>	
<b>Non-Refundable Move-In Fee</b> (if any): <i>[ATTACH MOVE-IN FEE DISCLOSURE]</i>	\$ _____
Landlord's Property Insurer (Required for properties with 4 units or more): <i>[NAME, ADDRESS, AND PHONE OF HOMEOWNER INSURANCE COMPANY]</i>	_____
Tenant's Property Insurer: <i>[NAME, ADDRESS, AND PHONE OF HOMEOWNER INSURANCE COMPANY]</i>	_____
<b>Additional Agreements and Covenants:</b>          	

16 NOTE: This is a form lease prepared by the Mainstreet Organization of REALTORS® and is not specific to the legal requirements of  
 17 all municipalities in Cook County. The applicable laws and regulations for residential leases frequently change and differ between  
 18 municipalities. It is important that you consult with an attorney prior to using this lease.

19 **Tenant Acknowledgement** \_\_\_\_\_

20 **Lead-Based Paint and Radon Disclosures:** *[SEPARATE DOCUMENTS]* Lead-Based Paint Hazard Disclosure and Protect Your Family  
 21 From Lead in Your Home Pamphlet (if property built prior to 1978):  Both Attached Separately  Not Applicable

22 Disclosure of Radon Hazards:  Attached Separately  Not Applicable

23 The Tenant acknowledges receiving and separately executing the above applicable document(s).

24 **Tenant Acknowledgement** \_\_\_\_\_

25 **Notice of Conditions Affecting Habitability:**

26  None Known

27  See Attached

28 Tenant hereby acknowledges that Landlord has disclosed any code violations, code enforcements litigation and/or compliance board  
 29 proceedings during the previous twelve (12) months for the Premises and common areas and any notice of intent to terminate utility  
 30 service, copies of which, if any, are attached to this Lease.

31 **Tenant Acknowledgement** \_\_\_\_\_

32 **Tenant hereby acknowledges receipt of the following:**

33  Written Notice of Building Code Violation(s) (if any);

34  Environmental Protection Agency Pamphlet on bed bug prevention, detection and control;

35  Cook County Renter's Rights and Landlord Protections summary pamphlet;

36  Security Deposit Receipt (if applicable);

37  Homeowners Association Rules & Regulations (if applicable).

38 **Tenant Acknowledgement** \_\_\_\_\_

39 **Confirmation of Dual Agency:** *[IF APPLICABLE]* Only complete if Licensee is acting as a Dual Agent. Landlord and Tenant confirm  
 40 that they have previously consented and agreed to \_\_\_\_\_ ("Licensee") acting as a Dual Agent in  
 41 providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction  
 42 referred to in this Lease. *[INITIAL ONLY IF APPLICABLE]*

43 **Landlord Acknowledgement** \_\_\_\_\_ **Tenant Acknowledgement** \_\_\_\_\_

LEASE COVENANTS AND AGREEMENTS

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

48 Tenant Acknowledgement \_\_\_\_\_

49 2. TENANT INSPECTION PRIOR TO OCCUPANCY - BUILDING CODE VIOLATIONS: Tenant has inspected the Premises
50 and all common areas of the property to which Tenant has lawful access during the Lease Term, and is satisfied with their general
51 condition and appearance. Tenant further acknowledges that attached hereto are copies, if any, of notices received from the County of
52 Cook or applicable municipality during utility services. Tenant acknowledges that the Premises are in good repair, except as specified
53 below, and that no representations as to the condition or repair thereof have been made by the Landlord, or Landlord's Designated
54 Agent, prior to or at the Date of Acceptance of this Lease, that are not herein expressed. DEFECTS (if any) \_\_\_\_\_
55 \_\_\_\_\_

56 Landlord Acknowledgement \_\_\_\_\_ Tenant Acknowledgement \_\_\_\_\_

57 3. TENANT RESPONSIBILITY REGARDING BED BUG INFESTATION: Tenant shall be responsible for all requirements and
58 obligations set forth in any applicable municipal or Cook County ordinance deemed "Tenant responsibility" and shall be liable for any
59 and all damages which may occur as a result of Tenant's failure to strictly abide by any requirement as set forth in any applicable
60 municipal or Cook County ordinance concerning any infestation. In the event that an infestation of bed bugs is detected in the Premises
61 the Tenant is to notify the Landlord within forty-eight (48) hours of finding bed bugs and Landlord shall within ten (10) days after (a) a
62 bed bug is found or reasonably suspected anywhere in the Premises or (b) being notified in writing by Tenant of a known or reasonably
63 suspected bed bug infestation in the Premises, provide pest control services by a pest management professional until no evidence of bed
64 bugs can be found and verified.

65 Tenant Acknowledgement \_\_\_\_\_

66 4. THE RENT: All rent shall be due as of the \_\_\_\_\_ day of each month, (if blank, then the first day of each month). Unless otherwise
67 agreed in writing, rent shall be uniformly apportioned from day to day.

68 5. LATE FEE: The Monthly Rent shall be automatically increased \$10, plus 5% of the amount by which the Monthly Rent exceeds
69 \$1,000, as additional rent, if received by Landlord more than five (5) days after the due date in the month in which it is due.

70 6. RETURNED BANK ITEMS: If any check or other bank instrument tendered for payment of any Tenant obligation hereunder is
71 returned for insufficient funds, Tenant shall pay Landlord a \$ \_\_\_\_\_ fee as additional rent, which fee shall not exceed Landlord's
72 actual cost incurred for such check or instrument returned for insufficient funds. Landlord shall further have the right to demand that
73 any such returned item be replaced by a cashier's check or money order. If Tenant tenders more than two checks or bank drafts during
74 the term of this Lease which are returned for insufficient funds, Landlord shall have the right to demand that all future obligations
75 hereunder be paid by cashier's check or money order.

76 7. POSSESSION: Landlord will tender possession of Premises not later than the beginning date of this Lease. Possession shall be
77 deemed to have been given when Landlord delivers to Tenant the keys for the vacant Premises. If Landlord does not deliver possession
78 of the Premises to Tenant as stipulated herein, Tenant may cancel and terminate this Lease, with written notice to Landlord. In this
79 instance, neither party will be liable to the other and any sums paid by Tenant under this Lease will be refunded within forty-eight (48)
80 hours or Tenant may elect to demand performance of this Lease, in which case Tenant may maintain an action for possession of the
81 Premises against Landlord or any person wrongfully in possession thereof, and recover damages sustained by Tenant. If Tenant accepts
82 late delivery of the Premises, then the rent will be reduced on a pro-rated daily basis for that monthly term from the date of actual
83 possession. The term of this Lease will not be extended by any such late delivery.

84 8. SECURITY DEPOSIT: [IF APPLICABLE] If Landlord has accepted a Security Deposit to insure Tenant's specific performance of
85 each and every agreement, covenant, rule and obligation contained in this Lease, Landlord shall have the right, but not the obligation,
86 to use the Security Deposit in whole or part, as a setoff against any default, either in payment of rent or other breach, which results in
87 any loss to Landlord. If Tenant has complied with all obligations under this Lease, Landlord shall, within thirty (30) days after Tenant
88 vacates the Premises, refund the Security Deposit. The Security Deposit shall be held in a Federally Insured account in a bank, savings
89 and loan association, or other financial institution located in the State of Illinois. Interest on the Security Deposit need not be paid unless
90 required by state law or local ordinance. The Security Deposit shall not be allocated by Tenant toward payment of rent. Upon termination
91 of the tenancy, in the case of damage to the Premises, Landlord may deduct from the Security Deposit any reasonable amount necessary
92 to repair any damage caused to the Premises by Tenant (reasonable wear and tear excepted). Landlord shall deliver or mail to Tenant's
93 last known address, within thirty (30) days, an itemized statement of the damages allegedly caused to the Premises and the estimated or
94 actual cost for repairing or replacing each item on the statement, attaching copies of the paid receipts for the repair or replacement; if
95 the estimated cost is provided, Landlord shall provide Tenant with copies of paid receipts, or a certification of actual costs of repairs if
96 the work was performed by Landlord's employees, not more than thirty (30) days from the date the statement showing estimated costs
97 was provided to Tenant.

\_\_\_\_ Landlord Initials \_\_\_\_\_ Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_ Tenant Initials
Address: \_\_\_\_\_

98 The amount of the Security Deposit shall not exceed one and one-half times the amount of the monthly rent. If the amount of the Security  
99 Deposit exceeds one month's rent, Tenant shall have not less than six (6) months to pay, in a lump sum or in equal installments, such  
100 portion of the Security Deposit which exceeds one month's rent. Tenant shall be provided a receipt for such lump sum payment or for  
101 each installment payment of such excess Security Deposit.

102 **9. USE OF PREMISES:** The Premises shall be occupied exclusively for residential purposes by Tenant and the other persons  
103 specifically listed in the Application and any children who may be born to or in the legal custody of Tenant during the Lease term.  
104 Unless agreed to in writing by Landlord, no person may occupy the Premises for more than a single two week period, during any single  
105 year of the Lease term unless listed in the Application. Neither Tenant nor any person in legal occupancy of the Premises shall perform  
106 or permit any practice which could cause damage to the reputation of the building or Landlord, be injurious thereto, illegal, immoral, or  
107 increase the rate of insurance on the property. At no time during the Term of this Lease shall more persons reside in the Premises than  
108 would be permitted by the applicable building and/or zoning codes for the County of Cook or the applicable municipality.  
109 Use of Premises as a Shared Housing Unit (defined as "a dwelling unit containing six (6) or fewer sleeping rooms that is rented, or any  
110 portion therein is rented, for transient occupancy by guests") *[CHECK ONE]*:  
111 Shared Housing Units, short-term rentals, or rooms for rent  ARE ALLOWED  ARE NOT ALLOWED under this Lease.

112 **Tenant Acknowledgement** \_\_\_\_\_

113 **10. TENANT MAINTENANCE OBLIGATIONS:** Tenant shall maintain the Premises in a clean, presentable and safe condition at  
114 all times and in accordance with all health, safety and building code regulations. At the termination of this Lease and upon surrender of  
115 the Premises, all fixtures, appliances and personal property of Landlord shall be in the same condition as they were on the Lease  
116 Beginning Date, normal wear and tear excepted. Landlord may at its sole option use all or part of the Security Deposit (if any) to repair  
117 and/or replace any damage to Landlord's property caused by negligent or intentional acts of Tenant, occupants, visitors, or guests or  
118 failure to inform Landlord of repairs necessary to prevent damage to the Premises.

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

124 **12. ASSIGNMENT:** Tenant shall not assign this Lease without the prior written consent of Landlord.

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

128 **14. RIGHT OF ACCESS BY LANDLORD:** Tenant shall permit reasonable access to Landlord, and any of Landlord's invitees,  
129 agents, or contractors, in accordance with local statutes and ordinances, upon receiving 2 days' notice by mail, telephone, written notice  
130 or other means of Notice as defined in Paragraph 21 below designed in good faith to provide notice. Landlord shall have immediate  
131 access to the Premises in case of emergency and where repairs or maintenance elsewhere in the building unexpectedly require such  
132 access. Landlord shall give Tenant notice of such entry within two (2) days after such entry.

133 **15. RIGHT OF ACCESS TO SHOW PREMISES TO PROSPECTIVE TENANTS AND PURCHASERS:** Landlord shall have  
134 the right to show the Premises to all prospective Tenants and purchasers, and any of Landlord's other invitees, in accordance with local  
135 statutes and ordinances. Tenant shall permit reasonable access to Landlord upon receiving two (2) days' notice by mail, telephone,  
136 written notice or other means of Notice as defined in Paragraph 21 below designed in good faith to provide notice. With such notice,  
137 Landlord shall also have the right to access the Premises to take photographs/video of the Premises for marketing purposes. Tenant shall  
138 be liable for any damages caused to Landlord for failure to cooperate under this provision. Tenant shall not interfere with Landlord's  
139 efforts to lease, market, or sell the Premises, and Tenant shall be liable for any damages caused by breach of this provision.

140 **16. HOLDING OVER:** Tenant shall be liable for double the Monthly Rent in the event that Tenant retains possession of all or any  
141 part of the Premises after the Ending Date of this Lease. Landlord may at its sole option, upon written notice to Tenant, create a month  
142 to month tenancy between Landlord and Tenant under the same terms and conditions of this Lease. Additionally, if Tenant retains  
143 possession of all or any part of the Premises after the Ending Date of this Lease and pays less than double the Monthly Rent and Landlord  
144 accepts payment, this shall become a month to month tenancy, and not a year to year tenancy, between Landlord and Tenant under the  
145 same terms and conditions of this Lease.

146 **17. HEAT AND WATER:** If heat is included in the Monthly Rent, Landlord will provide the supply of heat at no additional cost to  
147 Tenant from September 15 through June 1 of each year at a level prescribed by statute or local ordinance. Water in reasonable quantities,  
148 strictly for residential use, is included in the Monthly Rent.

\_\_\_\_\_  
Address: \_\_\_\_\_

149 **18. UTILITIES AND UTILITY COST DISCLOSURE:** Tenant shall be responsible for paying, or for reimbursing the Landlord for  
 150 the actual costs thereof, the following separately billed utilities:

Check if Applicable	Utility:	Estimated Annual Cost:	Check if Cost is Unknown
	Gas		
	Electric		
	Heating Fuel		
	Water		
	Sewer		

151 If Tenant fails to pay any of the above, Landlord may pay them on Tenant’s behalf. In such event Tenant shall promptly reimburse  
 152 Landlord for all such payments, plus any penalties paid by Landlord, upon demand by Landlord. Tenant is responsible for the provision  
 153 and direct payment to utility providers for the utilities NOT included in the rent as outlined in this Lease. Tenant is required to establish  
 154 accounts with the utility providers no later than the Lease Beginning Date. Should Landlord become obligated for payment of any utility  
 155 for which Tenant is liable under the terms of this Lease, such payment by Landlord shall become an additional rent payment due and  
 156 payable by Tenant.

157 Tenant will keep the Premises in good and sanitary condition at Tenant’s sole expense during the term of this Lease and during any  
 158 renewal period or extension thereof. Tenant will maintain the fixtures and mechanical systems in good operating order, and will further  
 159 be responsible for the following [CHECK ALL THAT APPLY]:

- 160  Snow/Ice Removal from Driveways and Sidewalks  Lawn Mowing  Landscape Maintenance (other than Lawn Mowing)  
 161  Scavenger Service  Refuse Removal  Homeowner Association Dues  \_\_\_\_\_  \_\_\_\_\_

162 **Tenant Acknowledgement** \_\_\_\_\_

163 **19. LIABILITY:** Landlord will not be liable to Tenant for any damage to Tenant’s person or property or agents, employees, guests or  
 164 invitees other than for Landlord’s gross negligence. Tenant will indemnify and hold Landlord harmless from all claims of any nature.  
 165 Tenant shall be required to maintain renter’s insurance during the term of this Lease. Tenant shall furnish a copy of said policy to Landlord.

166 **20. ABANDONMENT:** The Premises shall be deemed abandoned when the criteria set forth in the Cook County Residential Tenant and Landlord  
 167 Ordinance have been met, and Landlord shall have the right to relet the Premises and dispose of Tenant’s possessions in the manner prescribed by law.

168 **21. NOTICES:** Any legal notice or demand may be served by tendering it to any person thirteen years old or older residing on or in possession  
 169 of the Premises; or by certified mail addressed to Tenant, return receipt requested; or by posting it upon the Premises door, if no authorized  
 170 person under the Lease is in possession of the Premises. Further, except when a statute or ordinance requires notice to be sent by a particular  
 171 means, Tenant agrees that all Tenant and building notices may be delivered by electronic communication (email) to any email address listed  
 172 on Page 1 for Tenant. This is including but not limited to, late rent notices, notices of entry, fine notices, building maintenance updates, and  
 173 lease renewal options. Tenant agrees to inform Landlord immediately in writing of any email address change. “Written notice” may take the  
 174 form of handwritten, typed or printed documents, mailed documents, or electronically mailed or messaged documents.

175 **22. DAMAGE OR DESTRUCTION:** If the Premises or any part of the property is destroyed or damaged to an extent that makes the Premises  
 176 uninhabitable, this Lease may be terminated in accordance with applicable statutes or ordinances. In such an event, Landlord does not undertake  
 177 any covenant to repair or restore the Premises to the habitable condition.

178 **23. LANDLORD’S TITLE:** Tenant shall commit no act which could in any way encumber Landlord’s title to the property of which  
 179 the Premises forms a part. In the event that Tenant does create or cause any encumbrance against the title, it shall be cured within five  
 180 (5) days after demand by Landlord. Any encumbrance created by Tenant shall constitute a material breach of this Lease.

181 **24. LEGAL EXPENSES:** Tenant shall be liable for all costs incurred by Landlord as a result of Landlord’s efforts to enforce any  
 182 provision of this Lease, including, but not limited to, any breach of the provisions of the preceding paragraph, to the extent permitted  
 183 by court rules, statute or local ordinance.

184 **25. LITIGATION ESCROW:** In the event that Tenant withholds rent in excess of that allowed by statutes or local ordinance, and  
 185 Landlord institutes a lawsuit in Forcible Entry and detainer to regain possession of the Premises, or in contract to enforce any provision  
 186 of this Lease, Tenant shall place such excess rent with the Clerk of Circuit Court, pending disposition of the lawsuit.

187 **26. SURRENDER OF POSSESSION:** Provided that the Landlord has not otherwise terminated this Lease:  
 188 a) If the Tenant has resided in the Premises for more than six (6) months, and provided that the Landlord has served a notice of intent  
 189 not to renew this Lease at least sixty (60) days prior to the Lease Ending Date, then Tenant shall surrender possession of the Premises  
 190 and shall return the keys to Landlord or Landlord’s Agent on the Lease Ending Date.  
 191 If the Landlord does not serve a notice of Landlord’s intent not to renew this Lease at least sixty (60) days prior to the Lease Ending  
 192 Date, then Tenant may continue to reside in the Premises upon the same terms and conditions as in the last month of this Lease at the

\_\_\_\_\_  
 Address: \_\_\_\_\_

193 most recent non-discounted full monthly rent amount for up to one hundred twenty (120) days after the date on which the Landlord  
194 serves a notice of intent not to renew this Lease.

195 b) Surrender of possession shall also be deemed to have occurred if Tenant returns the keys to Landlord or Landlord's Agent at or prior  
196 to the expiration of this Lease.

197 **27. SUBORDINATION OF LEASE/ESTOPPEL:** This Lease is subordinate to all mortgages upon the property of which the Premises  
198 forms a part, either in place at the time of Lease execution, or which may be placed upon the property at any time during the term of this  
199 Lease. Tenant shall execute any estoppel letter required by any mortgage lender or purchaser of the property, relative to the affirmation  
200 of the Tenant's Lease status.

201 **28. EMINENT DOMAIN:** If all or part of the Premises or the property of which the Premises forms a part is condemned, expropriated  
202 or otherwise regulated by any governmental authority in a manner which would prevent lawful occupancy, this Lease shall be terminated  
203 and Tenant shall not be entitled to any compensation.

204 **29. HEIRS AND ASSIGNS:** All of the promises, covenants and agreements and conditions contained herein shall be binding upon  
205 and inure to the benefit of the heirs, executors, administrators, successors and assigns of Landlord and Tenant.

206 **30. ACCEPTANCE OF RENT AND TENANT BREACH:** Except where a breach is for non-payment of rent, Landlord may accept  
207 rent after a Tenant breach and the rent will be retained for use and occupancy of the Premises and shall not serve to extinguish Landlord's  
208 rights and remedies relative to any lawsuit that may be filed or in progress at the time of Tenant breach.

209 **31. TIME OF THE ESSENCE:** Time is of the essence for the payment of rent and the performance of each and every covenant, term,  
210 agreement and condition of this Lease, and Tenant shall be held in strict compliance with same.

211 **32. SEVERABILITY:** In the event that any provision, paragraph, rule or covenant contained in this Lease is deemed invalid or  
212 unenforceable, all remaining portions of this Lease shall survive and be construed in their entirety.

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

217 **34. NO ADDITIONAL ENERGY DRAINING DEVICES:** Tenant is prohibited from installing any appliance or device to draw  
218 electricity, gas, or any other form of energy from any part of the property other than the Premises. Tenant shall further not install any  
219 devices which are not deemed ordinary household appliances or fixtures.

220 **35. STORAGE:** Tenant shall not be entitled to storage space outside the Premises, unless additional storage is specified on Page 1.

221 **36. JOINT AND SEVERAL LIABILITY:** All persons executing this Lease shall be jointly and severally liable for the performance  
222 of each and every agreement, covenant and obligation hereunder.

223 **37. RE-KEYING OF LOCKS UPON PRIOR TENANT VACATING:** Tenant shall have the right to change or re-key the lock(s) to  
224 the Premises, and shall promptly provide notice thereof to Landlord. Tenant shall immediately provide Landlord a copy of the key to  
225 the new lock. In the event that Tenant fails to give Landlord the new key upon Landlord's request, such failure shall be deemed an act  
226 by Tenant of Material Non-Compliance under the terms of this Lease.

227 **38. CRIMINAL ACTIVITY BY TENANT:** If Tenant(s) or occupant(s), visitors, or guests on one or more occasions, uses or permits  
228 the use of the Premises for the commission of a felony or Class A misdemeanor under the laws of Illinois, Landlord shall have the right  
229 to void the Lease and recover the Premises. In the event that the Leased Premises are located in a municipality which prohibits Tenant,  
230 any member of Tenant's household, Tenant's guest(s) and any person under Tenant's control from engaging in or facilitating criminal  
231 activity (as that term is defined by the applicable Municipal Code) within the municipality, which includes the Leased Premises identified  
232 herein, Landlord shall have the right to void the Lease and recover the Premises.

233 **39. RULES AND REGULATIONS OF CONDOMINIUM/HOMEOWNERS ASSOCIATION:** If the premises is a condominium  
234 or part of a Homeowners Association, Tenant (and any person occupying the premises and any of Tenant's guests, invitees, and/or  
235 assigns) shall comply at all times with any and all rules, regulations, bylaws, easements, declarations, covenants, restrictions, directions,  
236 and/or other provisions of the Condominium/Homeowners Association for the leased Premises. Tenant (and/or Tenant's assigns) does  
237 not obtain any voting rights of Landlord with respect to any matters for which a vote is held by or on behalf of the  
238 Condominium/Homeowners Association.

239 **40. ATTORNEY REVIEW:** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective Parties, by Notice, may:

240 a) Approve this Lease; or

241 b) Disapprove this Lease, which disapproval shall not be based solely upon the stated Rent; or

242 c) Propose modifications to this Lease, except for the stated Rent amount, which proposal shall be conclusively deemed a counteroffer  
243 notwithstanding any language contained in any such proposal purporting to state the proposal is not a counteroffer. If after expiration of  
244 ten (10) Business Days after the Date of Acceptance written agreement has not been reached by the Parties with respect to resolution of

\_\_\_\_\_  
Landlord Initials      \_\_\_\_\_ Landlord Initials      \_\_\_\_\_ Tenant Initials      \_\_\_\_\_ Tenant Initials  
Address: \_\_\_\_\_



245 all proposed modifications, either Party may terminate this Lease by serving Notice, whereupon this Lease shall be immediately deemed  
246 terminated; or

247 d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer. Any proposal not  
248 specifically referencing this subparagraph d) shall be deemed made pursuant to subparagraph c) as a modification. If proposals made  
249 with specific reference to this subparagraph d) are not agreed upon, neither Party may declare this Lease null and void, and this Lease  
250 shall remain in full force and effect. If Notice of disapproval or proposed modifications is not served within the time specified herein,  
251 the provisions of this Paragraph shall be deemed waived by the Parties and this Lease shall remain in full force and effect. If Notice of  
252 termination is given, said termination shall be absolute and this Lease rendered null and void upon the giving of Notice, notwithstanding,  
253 any language proffered by any Party purporting to permit unilateral reinstatement by withdrawal of any proposal(s). IF TENANT TAKES  
254 POSSESSION OR EITHER PARTY FAILS TO SERVE WRITTEN NOTICE WITHIN THE TIME SPECIFIED, THIS PROVISION  
255 SHALL BE DEEMED WAIVED BY THE PARTIES AND THIS LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

256 **41. APPLICABLE LAW:** All leases of residential property in Cook County are subject to the terms of the Cook County Residential  
257 Tenant and Landlord Ordinance, the requirements of which shall control. See the ordinance for applicability – certain exceptions and  
258 exclusions may apply. A summary of the Cook County Residential Tenant and Landlord Ordinance, entitled “Cook County Renter’s  
259 Rights and Landlord Protections”, is attached as an exhibit to this Lease.

260 **42. RULES AND REGULATIONS:**

261 1. Unless permitted on Page 2, no animals are permitted on the property and in the Premises without Landlord’s prior written consent,  
262 which consent is deemed a license revocable with ten (10) days written notice by Landlord.

263 2. Entry ways, passages, public halls and common areas may not be obstructed in any way, and may not be used for storage, recreation,  
264 congregation or play, or in any manner that might endanger any occupant, invitee or licensee of the building.

265 3. All deliveries, except for small packages and mail, must be made through the rear and service entrance, or a special entrance  
266 designated for special deliveries.

267 4. Tenant shall not permit anything to be thrown out of the windows or from the balconies of the building.

268 5. No vehicle or bicycle is allowed in the Premises, building or any common area of the property, unless there is a specific area  
269 designated for same.

270 6. Incinerators and waste receptacles shall be used in accordance with posted signs, and all items placed therein shall be neatly packaged  
271 and deposited. No explosive device or any parcel or item shall be deposited therein which could cause danger.

272 7. No sign or advertisement shall be placed in, around or upon any area of the premises or building without prior written consent of  
273 Landlord, which consent shall constitute a license revocable immediately upon written notice of Landlord.

274 8. No items of personal property shall be placed in, around or upon any common area of the building.

275 9. No noise or other sound is permitted which disturbs the other occupants from quiet enjoyment of their apartment or common areas  
276 of the property.

277 10. No cooking, baking, or similar activity is permitted outside the kitchen area, except when grills are allowed on the balcony of an  
278 apartment or patio of a dwelling. However, any liability or loss arising from the use or operation of a grill shall be borne by Tenant.

279 11. No vertical or horizontal projection, machinery, device or receiver of any type, including satellite dishes, shall be attached in, around  
280 or upon any part of the Premises or the property without the Landlord’s written consent.

281 12. No unsightly or unsanitary practice which could undermine the sanitation, health or appearance of the building interior or exterior  
282 shall be permitted.

283 13. No activity carried on within the Premises or common areas of the property will be permitted which threatens the health, safety or  
284 property of any building occupant, or of Landlord.

285 14. Plumbing and electrical facilities in the Premises shall be maintained diligently and neatly at all times.

286 15. The use of water furniture is prohibited.

287 16. If the building is served by an elevator, Tenant must reserve move-in and move-out times in accordance with Landlord’s policies.

288 17. These Rules and Regulations are not exhaustive and may be supplemented or modified from time to time upon written notice to Tenant.

289 **43. ENTIRE AGREEMENT:** This document and the documents incorporated herein are the entire agreement of the Parties and no  
290 representations of either party are binding unless contained herein. No oral statements will be binding on either Party. This Lease may  
291 only be modified by mutual agreement of the Parties. The following are hereby incorporated herein and made part of this Lease:

292 \_\_\_\_\_

293 **THIS IS A LEGALLY BINDING DOCUMENT. PRIOR TO THE EXECUTION OF THIS LEASE, LANDLORD AND**  
294 **TENANT ARE ENCOURAGED TO CHECK ORDINANCES AND REGULATIONS TO VERIFY THE REQUIREMENTS**  
295 **OF THE APPLICABLE GOVERNMENTAL AUTHORITY IN WHICH THE PREMISES IS LOCATED.**

296 IN WITNESS WHEREOF, the parties have signed and sealed this Lease on the date herein.

297 DATE OF OFFER \_\_\_\_\_ DATE OF ACCEPTANCE \_\_\_\_\_

298 \_\_\_\_\_

299 TENANT SIGNATURE \_\_\_\_\_ LANDLORD SIGNATURE \_\_\_\_\_

300 \_\_\_\_\_

301 TENANT SIGNATURE \_\_\_\_\_ LANDLORD SIGNATURE \_\_\_\_\_

302 **GUARANTEE**

303 For value received, the undersigned hereby guarantees the payment of the rent and the performance of the covenants by the Tenant of  
304 the terms of the Lease.

305 \_\_\_\_\_ DATE \_\_\_\_\_

306 GUARANTOR SIGNATURE \_\_\_\_\_

307 \_\_\_\_\_

308 PRINT GUARANTOR'S NAME \_\_\_\_\_ GUARANTOR'S PHONE \_\_\_\_\_

309 \_\_\_\_\_

310 GUARANTOR'S ADDRESS \_\_\_\_\_

311 \_\_\_\_\_

312 CITY, ZIP \_\_\_\_\_

313 **FOR INFORMATION ONLY**

314 \_\_\_\_\_

315 Tenant's Cell Phone Number(s) \_\_\_\_\_ Landlord's Cell Phone Number(s) \_\_\_\_\_

316 \_\_\_\_\_

317 Tenant's Other Phone Number(s) \_\_\_\_\_ Landlord's Other Phone Number(s) \_\_\_\_\_

318 \_\_\_\_\_

319 Tenant's E-Mail Address \_\_\_\_\_ Landlord's E-Mail Address \_\_\_\_\_

320 \_\_\_\_\_

321 Tenant's E-Mail Address \_\_\_\_\_ Landlord's E-Mail Address \_\_\_\_\_

322 \_\_\_\_\_

323 Tenant's Brokerage \_\_\_\_\_ MLS# \_\_\_\_\_ Landlord's Brokerage \_\_\_\_\_ MLS# \_\_\_\_\_

324 \_\_\_\_\_

325 Tenant's Designated Agent \_\_\_\_\_ MLS # \_\_\_\_\_ Landlord's Designated Agent \_\_\_\_\_ MLS # \_\_\_\_\_

326 \_\_\_\_\_

327 Phone \_\_\_\_\_ Fax \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

328 \_\_\_\_\_

329 Tenant's Designated Agent's E-Mail \_\_\_\_\_ Landlord's Designated Agent's E-Mail \_\_\_\_\_

330 \_\_\_\_\_

331 Tenant's Attorney \_\_\_\_\_ Landlord's Attorney \_\_\_\_\_

332 \_\_\_\_\_

333 \_\_\_\_\_

334 \_\_\_\_\_

335 Phone \_\_\_\_\_ Fax \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

336 \_\_\_\_\_

337 Tenant's Attorney's E-Mail \_\_\_\_\_ Landlord's Attorney's E-Mail \_\_\_\_\_



**OAK PARK AREA ASSOCIATION OF REALTORS®  
 COOK COUNTY RESIDENTIAL LEASE  
 EXHIBIT A: LANDLORD EXEMPTION NOTICE DISCLOSURE**



**County Residential Tenant and Landlord Ordinance (RTLO)**

1 The unit under this rental agreement is exempt from the regulations and provisions of the RTLO, except  
 2 Section (Sec. 42-813) which prohibits lockouts.

3 **RTLO exemptions include:**

- 4 1. Transient occupancy in a hotel or motel;
- 5 2. Residence at a public or private medical, extended care facility, geriatric facility, convent, monastery, religious  
 6 institution, temporary overnight shelter, transitional shelter, educational dormitory, or in a structure operated for the  
 7 benefit of a social or fraternal organization;
- 8 3. Occupancy under a contract sale of a dwelling unit if the occupant is the purchaser;
- 9 4. Occupancy in a cooperative apartment by a shareholder of the cooperative;
- 10 5. Occupancy by an employee of a landlord whose occupancy is conditional upon employment in or about the premises;
- 11 6. Residential buildings in which occupancy is limited to six (6) units or less and which are owner-occupied;
- 12 7. A residential unit that is a single-family home, including a single condominium unit, provided that:
  - 13 a) This is the only residential unit leased by the owner,
  - 14 b) The owner or immediate family member has actually resided at the property for at least one (1) month in  
 15 the 12 months prior to marketing the property,
  - 16 c) The owner (not a management company) personally manages the unit, and
  - 17 d) The owner is not a corporation.
- 18 8. Dwelling units in hotels, motels, inns, bed-and-breakfast establishments, rooming houses, and boardinghouses, but  
 19 only until such time as the dwelling unit has been occupied by a tenant for 32 or more continuous days and tenant  
 20 pays a monthly rent, exclusive of any period of wrongful occupancy contrary to agreement with an owner. No landlord  
 21 shall bring an action to recover possession of such unit, or avoid renting periodically, in order to avoid the application  
 22 of this Article. Any willful attempt to avoid application of this Article by an owner may be punishable by criminal or  
 23 civil actions.

24 \_\_\_\_\_  
 25 Tenant Name (Print)

26 \_\_\_\_\_  
 27 Tenant Signature

\_\_\_\_\_  
 Date



**OAK PARK AREA ASSOCIATION OF REALTORS®  
 COOK COUNTY RESIDENTIAL LEASE  
 EXHIBIT C: MOVE-IN FEE DISCLOSURE**



**County Residential Tenant and Landlord Ordinance (RTLO)**

1 Tenants moving into the unit are responsible for move-in fee. The fees are related to the costs associated with the  
 2 move. The following is a list of estimated costs incurred by the Landlord.

3 Check all boxes that apply.

4 Estimated Amount

5 \_\_\_\_\_  Trash and/or debris removal

6 \_\_\_\_\_  Administrative oversight

7 \_\_\_\_\_  Security of building

8 \_\_\_\_\_  Cleaning and maintenance

9 \_\_\_\_\_  Elevator reservation

10 \_\_\_\_\_  Damages to hallway or stairwell

11 \_\_\_\_\_  Homeowners Association (HOA) Fee for move-in / out

12 \_\_\_\_\_  Processing of mailbox identification

13 \_\_\_\_\_  Processing of entrance to property and property amenities

14 \_\_\_\_\_  Fees not listed above:

15 \_\_\_\_\_  
 16 \_\_\_\_\_  
 17 \_\_\_\_\_  
 18 \_\_\_\_\_

19 \_\_\_\_\_  
 20 Tenant Name (Print)

21 \_\_\_\_\_  
 22 Tenant Signature

\_\_\_\_\_ Date



**OAK PARK AREA ASSOCIATION OF REALTORS®  
 COOK COUNTY RESIDENTIAL LEASE  
 EXHIBIT E: 60-DAY LEASE TERMINATION DISCLOSURE**



**County Residential Tenant and Landlord Ordinance (RTLO)**

1 Lease termination notices must be sent to tenants at least sixty (60) days prior to the Lease termination.  
 2 Please be advised that Tenant(s) are not required to acknowledge the Lease termination any earlier than sixty (60)  
 3 days prior to the scheduled termination.

4 The Lease Agreement for the property at address (include unit number):  
 5 \_\_\_\_\_

6 Will expire on this date:  
 7 \_\_\_\_\_, 20\_\_\_\_

8 Please be aware that a written record of this tenant notification will be on file with the date and type of communication  
 9 (email, mail, text, etc.) the notification was sent to the Tenant. The termination must be acknowledged in some form  
 10 by the Tenant. It does become effective on the expiration date even if there is no acknowledgment by the Tenant.

11 \_\_\_\_\_  
 12 Tenant Name (Print)

13 \_\_\_\_\_  
 14 Tenant Signature \_\_\_\_\_  
Date



**OAK PARK AREA ASSOCIATION OF REALTORS®  
 COOK COUNTY RESIDENTIAL LEASE  
 EXHIBIT F: BED BUG REMEDIATION DISCLOSURE**



**County Residential Tenant and Landlord Ordinance (RTLO)**

1 This is to acknowledge that bed bugs have been detected. This confirms that service to eliminate bed bugs will occur  
 2 as soon as possible.

3 A record of this notice will be saved within the Tenant’s file.

4 Notice to the Tenant was sent via *[CHECK ONE]*:

- 5  Email
- 6  Text Message
- 7  Mail
- 8  Verbal, directly to the Tenant

9 Date notice sent: \_\_\_\_\_, 20\_\_\_\_\_

10 \_\_\_\_\_  
 11 Tenant Name (Print)

12 \_\_\_\_\_  
 13 Tenant Signature

\_\_\_\_\_ Date



**OAK PARK AREA ASSOCIATION OF REALTORS®  
 COOK COUNTY RESIDENTIAL LEASE  
 SECURITY DEPOSIT RECEIPT**



1 \_\_\_\_\_  
 2 Landlord

3 \_\_\_\_\_  
 4 Tenant

5 \_\_\_\_\_  
 6 Leased Premises Address

7 Security Deposit Amount: \$\_\_\_\_\_

8 Paid By:  Cash  Check  Money Order  Cashier's Check

9 Received From: \_\_\_\_\_

10 Name / Address of financial institution where funds will be held:

11 \_\_\_\_\_

12 A record of providing this disclosure will be saved within the Tenant's file.

13 Date provided: \_\_\_\_\_, 20\_\_\_\_

14 \_\_\_\_\_  
 15 Tenant Name (Print)

16 \_\_\_\_\_  
 17 Tenant Signature

\_\_\_\_\_ Date



**OAK PARK AREA ASSOCIATION OF REALTORS®  
 COOK COUNTY RESIDENTIAL LEASE  
 EXHIBIT J: FORECLOSURE DISCLOSURE**



**County Residential Tenant and Landlord Ordinance (RTLO)**

1 The rental property located at:  
 2 \_\_\_\_\_

3 Is currently subject to litigation seeking foreclosure of the mortgage secured by the property.

4 A record of providing this notice will be saved within the Tenant’s file.

5 Date notice sent: \_\_\_\_\_, 20\_\_\_\_

6 \_\_\_\_\_  
 7 Tenant Name (Print)

8 \_\_\_\_\_  
 9 Tenant Signature Date \_\_\_\_\_





**OAK PARK AREA ASSOCIATION OF REALTORS®  
 COOK COUNTY RESIDENTIAL LEASE  
 EXHIBIT K: CODE VIOLATIONS DISCLOSURE**



**County Residential Tenant and Landlord Ordinance (RTLO)**

1     All code violations have been resolved for the property within in the last year / twelve (12) months.

2     No code violations have been issued for the property within the last year / twelve (12) months.

3    The following code violations have been issued to this property within the past year / twelve (12) months:

4    \_\_\_\_\_

5    \_\_\_\_\_

6    \_\_\_\_\_

7    \_\_\_\_\_

8    \_\_\_\_\_

9    \_\_\_\_\_

10    \_\_\_\_\_  
 11    Tenant Name (Print)

12    \_\_\_\_\_  
 13    Tenant Signature

\_\_\_\_\_

Date



OAK PARK AREA ASSOCIATION OF REALTORS®  
COOK COUNTY RESIDENTIAL LEASE



EXHIBIT L: CHANGE OF OWNERSHIP, MANAGEMENT, AGENT DISCLOSURE

County Residential Tenant and Landlord Ordinance (RTLO)

1 The rental property located at:

2 \_\_\_\_\_  
3 Address

4 \_\_\_\_\_  
5 City / State

6 Transferred [CHECK ALL THAT APPLY]:

7  Ownership

8  Management

9 **FROM:**

10 \_\_\_\_\_  
11 Owner

12 \_\_\_\_\_  
13 Manager / Management Company

14 **TO:**

15 \_\_\_\_\_  
16 Owner

17 \_\_\_\_\_  
18 Manager / Management Company

19 Contact Info: \_\_\_\_\_

20 \_\_\_\_\_

21 A record of this notice will be saved within the Tenant's file.

22 Date notice sent: \_\_\_\_\_, 20\_\_

23 \_\_\_\_\_  
24 Tenant Name (Print)

25 \_\_\_\_\_  
26 Tenant Signature

\_\_\_\_\_ Date



**OAK PARK AREA ASSOCIATION OF REALTORS®  
 COOK COUNTY RESIDENTIAL LEASE  
 SECURITY DEPOSIT RECEIPT**



1 Date of Receipt: \_\_\_\_\_

2 Security Deposit Amount: \$ \_\_\_\_\_

3 \_\_\_\_\_  
 4 Leased Premises Address

5 Description of Property: \_\_\_\_\_  
 6 [I.E. 2 BED, 2 BATH CONDO]

7 Landlord Name: \_\_\_\_\_

8 Tenant Name: \_\_\_\_\_

9 Received By: \_\_\_\_\_

10 \_\_\_\_\_  
 11 **PRINT NAME** of person receiving security deposit to transfer to Landlord

12 \_\_\_\_\_  
 13 **SIGNATURE** of person receiving security deposit to transfer to Landlord

14 Tenant hereby acknowledges and agrees to the following:

15 1. Tenant provided a security deposit (the “Security Deposit”) payable to Landlord on date listed above in the  
 16 amount of \$\_\_\_\_\_. Tenant understands and agrees that \_\_\_\_\_ (Brokerage)  
 17 will not retain the Security Deposit and is accepting the Security Deposit from the Tenant solely to send the same to  
 18 the Landlord to facilitate the completion of the lease transaction.

19 **2. Upon transfer of the Security Deposit, Landlord is solely responsible for complying with all state and local**  
 20 **laws and regulations relating to the Security Deposit; and Tenant hereby waives and releases all claims, known**  
 21 **and unknown, present and future, against the Brokerage and its affiliates, licensees, shareholders, directors,**  
 22 **officers, members, managers, employees, agents, representatives, successors, and assigns from any and all**  
 23 **costs, expenses, claims, demands, liabilities, and fees relating to and arising out of the Security Deposit.**

24 I acknowledge receiving a copy of this Security Deposit Receipt and agree to the above terms.

25 \_\_\_\_\_  
 26 Tenant Name (Print)

27 \_\_\_\_\_  
 28 Tenant Signature \_\_\_\_\_  
Date



## Day-to-Day Prevention

- ◆ Bed bugs are excellent hitchhikers, so be extra careful when traveling (see tips below).
- ◆ Change and wash bedding regularly.
- ◆ Do not bring second-hand furniture into your home unless you have thoroughly inspected and cleaned the items first.
- ◆ Reduce clutter.

## Traveling Tips

- ◆ Inspect mattress and headboard with flashlight.
- ◆ Keep bags, luggage, and backpacks off the bed. Inspect and then use a luggage rack.
- ◆ Never place clothes, or jackets, on bed or couch. Do not store clothes in dresser.
- ◆ If you are concerned about exposure, after travel, seal all items in plastic bags until time for washing or treatment.
- ◆ Unpack clothes directly into washer / dryer.
- ◆ Inspect luggage closely with flashlight and magnifying glass for bed bugs upon returning home.

## Bites and Disease

**Bed bugs are not known to transmit disease.** Bites are often painless and occur at night while you are sleeping. Some people suffer allergic reactions and develop painful swelling.

The important thing is to act fast — before they have time to multiply.

Pesticide Safety First!  
Read the Label.

## How to Hire a Pest Control Operator

- ◆ Call several licensed and insured companies, compare services and get written estimates.
- ◆ Insist on and check references.
- ◆ Look for companies that:
  - ◆ offer an IPM solution
  - ◆ offer both chemical and non-chemical treatment options
  - ◆ give a pre-treatment check-list
  - ◆ perform pre-treatment inspection
  - ◆ recommend both interceptors and encasements
  - ◆ offer two or more service visits and follow-up



## Before Using Pesticides

- ◆ Some pesticides are considered minimum risk. EPA does not register and check for effectiveness of these products. These products do not have EPA registration numbers on the label.
- ◆ Never use outdoor pesticides indoors.
- ◆ Some pesticides and total release foggers are highly flammable. Improper use may cause a fire.
- ◆ Never overuse pesticides. More is not better!
- ◆ Read, understand, and follow the label-use directions.

For more information on bed bugs and IPM go to:  
[www.epa.gov/bedbugs](http://www.epa.gov/bedbugs)  
Pesticide Poisoning: Call 1 800 222 1222

# Bed Bug Prevention, Detection and Control

Bed bugs are parasites that seek out sleeping people or animals for a blood meal. After feeding, they hide. It is challenging, but not impossible, to prevent, detect and control bed bugs due to their small size and ability to squeeze into cracks and crevices, where they are often unnoticed.

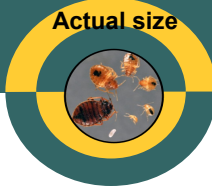
Pesticides alone generally will not eliminate bed bugs. Effective bed bug control requires Integrated Pest Management (IPM). IPM is an environmentally sensitive approach to pest management that relies on knowledge of the pest, plus common sense practices, such as inspection, monitoring, reducing clutter, the use of physical barriers, and the judicious use of pesticides.



Be Alert, Be Aware,  
Bed Bugs Could be Anywhere!



735F12013



Early detection and prompt response will avoid larger problems.

### Bed Bug Identification

- ◆ Eggs: tiny, white, and glued to surfaces.
- ◆ Nymphs are light colored, from 1/16th".
- ◆ Adults are rusty red, apple seed sized, 3/8".
- ◆ Six legs, oval, flattened from top to bottom.
- ◆ Do not jump or fly, but are good runners.
- ◆ They tend to congregate together.
- ◆ They can live several months without a blood meal.
- ◆ **Important:** Capture several examples of the pest and have them identified by a qualified expert before taking any further actions.

### Signs of Bed Bugs

- ◆ Small, whitish shed skins and rusty spots on bed linens which are droppings and blood stains from crushed bugs.
- ◆ Live bed bugs of any size.
- ◆ Eggs and casings among droppings or in crevices where adults hide.
- ◆ An offensive, sweet, musty odor from the bed bugs when infestations are severe.
- ◆ You may have red, itchy welts or rashes from bites; however, bite marks are **not** a reliable indication of a bed bug infestation.

### Where do Bed Bugs Hide?

- ◆ Mattresses, box springs, bed frames and head boards (along seams and piping, under handles and labels).
- ◆ Under the thin dust cloth on bottom of box spring.
- ◆ Seams and fabric folds in curtains and under furniture, including chairs and sofas.
- ◆ Under wall-to-wall carpeting and padding.
- ◆ Anywhere there are cracks, crevices or nail holes in walls, and under wood moldings and baseboards.
- ◆ Under loose wallpaper and seams, and where ceiling and wall meet.
- ◆ In and behind picture frames and mirrors.
- ◆ Clothing and clutter stored in closets, under beds and elsewhere.
- ◆ Inside switch plates, electrical outlets, clocks, computers, phones, televisions and smoke detectors.
- ◆ On and in recently used luggage, backpacks and bags.



Don't pass bed bugs onto others!

Caulk cracks and spaces    Interceptor under leg



### Integrated Pest Management

#### 1. Physical Control Methods

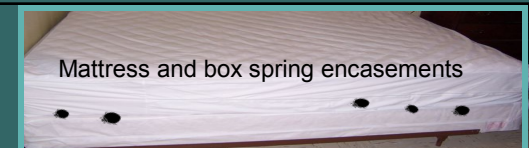
- ◆ Vacuuming reduces bed bug populations. Clean and vacuum bed bug prone areas daily. Immediately seal and dispose of vacuum bag.
- ◆ Install encasements on mattress and box spring.
- ◆ Install bed bug interceptors under bed and furniture legs.
- ◆ Make the bed an island: Keep bed away from wall and do not let bedding touch the floor.
- ◆ Remove clutter where bed bugs can hide.
- ◆ Isolate infested items in sealed plastic bags or containers. Treat items in hot dryer for 30 min.
- ◆ Clean and scrub seams / folds with detergent.
- ◆ Seal cracks where bed bugs can hide.
- ◆ If you live in an apartment or other multi-family dwelling, and you see a bed bug, contact your landlord immediately.

#### 2. Non-chemical Controls

Items that cannot be washed or dried may be steamed, heated or frozen using specialized equipment. Raising the indoor temperature with a thermostat or space heaters will not work, nor will placing items in the home freezer. Contact a bed bug management professional for advice.

#### 3. Pesticide Controls

Pesticides are an important part of the IPM toolbox. Please view cautions listed — over.



Bed bugs are no one's fault. They don't discriminate - anyone can have them.



# Cook County Commission on Human Rights

## Cook County Renters Rights and Landlord Protections

### RESIDENTIAL TENANT LANDLORD ORDINANCE SUMMARY

This is a summary of the RTLO Ordinance. The landlord must attach this Summary when offering a rental agreement and at any offering for renewal. If it is not provided, you may let the landlord know that they have 2 days to provide it. If the landlord does not, a renter may terminate their lease.

### WHAT RENTAL UNITS ARE COVERED BY THE RTLO? (Sec. 42-802)

All rental units are subject to the anti-lockout provisions. For all other regulations, almost all rental units in suburban Cook County are included (including mobile homes and subsidized units) except:

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

A single-family home or condominium if (1) the owner is only renting that one rental property, and (2) the owner or an immediate family member has lived in the home within the year

**BUT:** If the residence is in an exempted unit, the landlord must notify a prospective tenant whether they are excluded from the Ordinance before accepting any fees.

**IMPORTANT:** This is a summary of the Residential Tenant Landlord Ordinance (RTLO). You should review the Ordinance if you have questions. You may want to consult with an attorney, an advocacy organization, or a professional association before making important decisions.

You can get a copy of the Ordinance at <https://cook-county.legistar.com>. You can find this summary translated in multiple languages on the Department of Human Rights website.

# Cook County Renters Rights and Landlord Protections

## LOCKOUTS PROHIBITED (Sec. 42-813)

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

- A landlord may not change or remove the locks, remove doors of a rental unit, cut off heat, utility or water service, remove tenant's personal property, or interfere with the tenant's use of the apartment.

**REMEDY:** The tenant may sue the landlord to get back into the unit, attorney's fees, and damages (twice the actual damages or 2 months' rent, whichever is greater).

## WHAT ARE THE TENANT'S RIGHTS? (Sec. 42-805)

The tenant has the right to:

- A "habitable" unit and property maintained in compliance with the relevant building codes (Sec. 42-805(C))
- Adequate heat
- 48-hour notice before the landlord enters the unit except in emergencies
- A home free of bedbugs
- General rules, which must be in writing, about the tenant's use and occupancy of the unit.

## WHAT DOES THE TENANT HAVE A RIGHT TO KNOW? (Sec. 42-805)

The landlord must disclose certain information to the tenant:

- The owner's or manager's name, address, and telephone number, including when there is a change of ownership
- Estimated or average utility costs for the past 12 months paid by the tenant to the landlord or utility company, if known by the landlord
- If the property has had any building code violations in the last year
- If a municipality or other utility company threatens to cut off utility service
- If the property has any known lead hazards
- If the landlord has or gets a foreclosure notice.

**REMEDY:** If the landlord does not disclose this information, the tenant must give the landlord a notice of 2 business days and wait to see if the landlord provides the information. If not, the tenant may be able to end the rental agreement.

## WHAT CAN BE INCLUDED IN A LEASE? (Sec. 42-804)

A written or verbal lease agreement may not include certain provisions, including:

- Giving up rights to notices (like a 5-day notice)
- Giving up the right to a jury trial

# Cook County Renters Rights and Landlord Protections

- Preventing the tenant from saying negative statements about the landlord
- Requiring the tenant to give a longer amount of notice for moving than the landlord gives the tenant for not renewing the lease
- Letting the landlord apply rent payments to other costs that the landlord charges to the tenant (like utilities)
- Setting late fees of more than \$10 if the rent is \$1000 or below and more than \$10 plus 5% for any amount of rent over \$1000
- Requiring the tenant to pay attorney's fees in an eviction case.

## WHAT CAN THE TENANT DO IF THE LANDLORD DOES NOT MAINTAIN THE UNIT? (Sec. 42-806)

The tenant must give the landlord a written notice and time to make repairs. If the landlord does not make repairs after notice of 14 days, the tenant may:

- Hold back a reasonable portion of rent to reflect the reduced value of the unit;
- Make minor repairs costing less than the greater of \$500.00 or one-half month's rent and submit receipts to the landlord to deduct that cost from rent
- End the lease when severe violations are present and vacate within 30 days
- File a court case for damages and injunctive relief
- In case of a fire or other disaster, find another place to stay and end the lease.

**BUT:** A tenant may not use these remedies if the tenant or guest caused the condition.

## WHAT CAN THE TENANT DO IF THE LANDLORD FAILS TO PROVIDE ESSENTIAL SERVICES (HEAT, RUNNING OR HOT WATER, ELECTRICITY, GAS, OR PLUMBING)? (Sec. 42-806(D))

If the landlord fails to correct the condition after the tenant gives written notice, the tenant may:

After 24 hours –

- 1) Withhold a reasonable portion of rent to reflect the reduced value of the unit
- 2) Get services, and internet if the lease requires it, and deduct costs from rent after giving receipts to the landlord
- 3) Recover damages and reasonable attorney fees or
- 4) Make landlord pay for substitute housing until condition fixed.

After 72 hours –

- 1) End rental agreement and
- 2) Vacate unit within 30 days.

**BUT:** The tenant may not exercise this remedy if the tenant or utility supplier caused the condition.



# Cook County Renters Rights and Landlord Protections

## WHAT ARE TENANT'S DUTIES UNDER THE ORDINANCE? (Sec. 42-807)

The tenant, the tenant's family, and invited guests must:

- Comply with the obligations imposed on tenants by relevant municipal codes
- Keep their unit safe, use appliances in a safe manner, dispose of their garbage, and not deliberately damage or remove any property
- Not disturb the other tenants
- Allow reasonable access to the unit with landlord notice of, for example, routine and emergency maintenance, unit inspections and to show the unit
- Notify the landlord in writing within 48 hours of seeing bed bugs.

## WHAT ARE THE LANDLORD'S RIGHTS? (Sec. 42-808)

The landlord may adopt reasonable rules and regulations for the safety of their property and the convenience of co-located tenants. Landlords must provide a copy of the rules and regulations before the tenant moves in. If the landlord adopts the rules after the tenant moves in, the new rules do not apply to the tenant until the tenant agrees in writing.

## CAN THE LANDLORD ACCESS A UNIT? (Sec. 42-808(B))

- A tenant must allow reasonable access to enter the unit if the landlord gives 2 days' notice by mail, telephone, written notice or other means designed in good faith to provide notice.
- A landlord may give a general notice to all tenants if the landlord needs to make a repair on common areas or in other nearby units.
- The landlord may enter the unit without prior notice if emergency or repairs require access immediately. If emergency access was necessary, the landlord must provide tenant with notice of entry within 2 days after the emergency entry.
- Otherwise, the landlord should enter at reasonable times (8:00 AM – 8:00 PM or at tenant's request).

A tenant landlord may enter the rental unit to:

- Inspect the premises as required by a government agency
- Make necessary repairs, alterations, improvements where access is required.
- Supply necessary services
- Show the unit to a prospective purchasers or workmen
- Show the dwelling unit to prospective tenants within 60 days of the expiration of the rental agreement.

**REMEDY:** If the landlord makes an unlawful or unreasonable entry, repeatedly demands entry, or makes the tenant feel harassed, the tenant may file suit and recover 1 month's rent or twice the damages, whichever is greater, and attorney's fees.

# Cook County Renters Rights and Landlord Protections

## WHAT IF THE TENANT VIOLATES THE LEASE? (Sec. 42-809)

**LATE RENT.** If the tenant pays rent late, the landlord can charge a late fee. If the tenant does not pay rent, the landlord may give the tenant a 5-day notice.

- The late fee is \$10 if the rent is \$1000 or less.
- If the rent is more, the late fee is \$10 plus 5% of the amount over \$1000.

### REMEDY:

- The tenant has the right to pay the back rent during the 5-day notice. If the tenant does not pay, the landlord can file an eviction.
- The tenant still has the right to pay the rent and certain additional costs after the landlord has filed an eviction case. If rent and fees are paid in full, then the landlord must dismiss the case. The tenant can only “pay and stay” and cause the landlord to dismiss a court case 1 time.

## OTHER LEASE VIOLATIONS

If the tenant violates the lease in a material way other than not paying rent, the landlord may give the tenant a 10-day notice.

**REMEDY:** The tenant has the right to fix the problem within the 10 days. If the landlord accepts the rent due or does not file an eviction 30 days after giving either a 5-day or a 10-day notice, then the landlord cannot file an eviction case.

**OTHER NON-RENEWAL.** The landlord needs to give the tenant a 60-day notice to renew or end the lease.

**REMEDY:** If the landlord does not give a 60-day notice, the tenant may stay for 120 days after written notice is given. During this time, the terms and conditions of the lease stay the same.

## WHAT HAPPENS IF THE LANDLORD THINKS THE TENANT HAS ABANDONED THE UNIT? (Sec. 42-809(B)(2))

If the landlord believes that the tenant has abandoned the unit, the landlord can try to rent it to someone else. The landlord may decide that the tenant has abandoned the unit only if the tenant:

- Gave the landlord written notice that the tenant has abandoned the unit, or
- Has not been in the unit for 32 days, removed their property, and not paid rent.

If the landlord believes that the tenant has abandoned possessions in the unit, the landlord needs to hold onto the property and determine its value.

- For property without value: Throw away after 7 days without notice.
- For property with value: Give tenant written notice to remove property within 7 days. Landlord may sell the property and keep the proceeds for the tenant. The landlord may keep the money if the tenant does not claim it within 1 year.

# Cook County Renters Rights and Landlord Protections

## CAN THE LANDLORD ACCEPT SUBLEASES? (Sec. 42-809)

The landlord should accept reasonable subleases.

If a tenant moves prior to the end of the rental agreement, the landlord must make a good faith effort to find a new tenant at a fair rent.

**BUT:** If the landlord is unsuccessful in re-renting the unit, the tenant remains liable for the rent, as well as the landlord's cost of advertising.

## WHAT ARE THE REQUIREMENTS FOR MOVE-IN FEES? (Sec. 42-804)

A landlord may charge a move-in fee, but must:

- Charge a move-in fee only that is reasonable and related to the cost of the tenant moving in
- Give an estimate of the move-in fee which includes detail of the landlord's cost of the tenant moving in
- Not change the name of a fee or deposit to get around these rules.

## WHAT HAPPENS WHEN THE TENANT THINKS THE LANDLORD IS RETALIATING? (Sec. 42-812)

The tenant has the right to complain or speak publicly about their tenancy to governmental agencies or officials, police, media, community groups, tenant unions or the landlord.

The landlord cannot retaliate by terminating or threatening to end a lease, increasing rent, decreasing services, bringing or threatening to bring an eviction action, or refusing to renew a lease agreement in reaction to a tenant making a complaint.

The tenant may claim retaliation as a defense to an eviction or as a case against the landlord and shall receive damages and attorney's fees if the tenant succeeds.

**BUT:** The landlord may still end a lease or increase rent if the landlord has a legitimate reason to do so that is not related to any complaints by the tenant. The landlord may rebut the tenant's retaliation claim from 1-year prior by proving a legitimate, non-retaliatory basis for the conduct. A landlord's behavior is not retaliatory if a code violation was caused by the tenant, family member of the tenant, or guest of the tenant. If a tenant makes a complaint of retaliation after the notice of a rent increase, there will not be a presumption of retaliation.

### FREE LEGAL ASSISTANCE:

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or visit [www.cookcountylegalaid.org](http://www.cookcountylegalaid.org)

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# Cook County Renters Rights and Landlord Protections

## WHAT ARE THE SECURITY DEPOSIT REQUIREMENTS? (Sec. 42-811)

A landlord may charge a security deposit, but must:

- Charge no more than 1.5 times monthly rent for security deposit
- Give a receipt for a security deposit that provides the owner's name, the date it was received and a description of the dwelling unit. It must be signed by the person accepting the security deposit, unless the tenant pays the security deposit by electronic funds transfer, then landlord may give an electronic receipt
- Hold all security deposits in a federally insured account in an Illinois financial institution separate from the landlord's other accounts
- Tell the tenant in writing the name of the financial institution where the landlord will deposit the security deposit
- Inform the tenant of the new account if the landlord transfers the security deposit into a new account
- Return the security deposit within 30 days after the tenant moves out
- Only keep money from the security deposit if the tenant owes rent or court fees, if the landlord has gone to court (but not attorney's fees) or for reasonable costs that the landlord has paid for the repair of the unit (but not costs for "ordinary wear and tear")
- Provide a detailed explanation of the costs within 30 days if the landlord has kept money from the security deposit for repair
- Be responsible to return the security deposit if the landlord sells the property until the first landlord gives the money to the second landlord and gives the tenant written notice; then the second landlord is responsible for the security deposit.

**REMEDY:** If the landlord charges too much for security deposit, does not return the security deposit, or does not give the tenant proof of the expenses for any repairs deducted from the security deposit, the tenant may sue the landlord and shall receive damages equal to 2 times the security deposit plus attorney's fees.

If the landlord makes a mistake with the paperwork on the security deposit, the tenant must first give the landlord a notice and wait 2 business days to see if the landlord corrects the paperwork. If the paperwork is not corrected, the tenant may sue the landlord.

If the landlord does not give the proper receipt for the security deposit, the tenant is entitled to the immediate return of the security deposit.