

**Lease No. 101**  
**ILLINOIS APARTMENT LEASE - UNFURNISHED**

**NOT VALID IN EVANSTON, MOUNT PROSPECT or CERTAIN "HOME RULE" COMMUNITIES**

**IMPORTANT:** This Lease form was not specifically drafted for your legal requirements or your particular situation. The applicable laws and regulations for residential leases frequently change and differ between municipalities. It is important that you consult with an attorney prior to signing any and all legal documents including this one. This contract supersedes any prior agreements. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

**THIS LEASE IS INTENDED TO BE A BINDING REAL ESTATE CONTRACT**

DATE OF LEASE	BEGINNING	ENDING	MONTHLY RENT	SECURITY DEPOSIT
/ /				

**TENANT:**

**LANDLORD:**

NAME: \_\_\_\_\_ NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

Premises will not be occupied by more than \_\_\_\_\_ person(s).

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_

In consideration of the mutual agreements and covenants herein contained, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for use as a private apartment, the Premises identified above, together with the fixtures, appliances, facilities and appurtenances belonging thereto, for the Term set forth above.

ADDITIONAL COVENANTS AND AGREEMENTS or ADDITIONAL TENANT NAMES (if any):

**Check if your governing municipality mandates additional riders, rules or ordinances and Home Owners Association By-Laws (if any).**

A Security Deposit (if any) of \$ \_\_\_\_\_ is being held by Landlord at:

NAME OF ILLINOIS FINANCIAL INSTITUTION WHERE SECURITY DEPOSIT (if any) SHALL BE or IS HELD:

\_\_\_\_\_ ILLINOIS, ZIP \_\_\_\_\_

**RECEIPT OF REQUIRED DOCUMENTS:** Tenant acknowledges that the following documents have been received by Tenant, in accordance with federal, state or local law or ordinance, and that said disclosures are in proper form and have been fully made in accordance therewith; and said documents shall be deemed to be attached to and incorporated into this Lease:

US EPA Lead Paint Disclosure Form (attached) \_\_\_\_\_

*If Applicable:* Cook County Residential Tenant Landlord Ordinance Summary (attached) \_\_\_\_\_

US EPA "Protect Your Family in Your Home" Pamphlet of 2020 \_\_\_\_\_

*If Applicable:* Current Year The Illinois Department of Financial and Professional Regulation Interest Rates Affecting the Security Deposit Interest Act (attached) \_\_\_\_\_

*If Applicable:* Condominium Association Bylaws \_\_\_\_\_

**Certification of Accuracy:**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

TENANT: _____	Date _____	LANDLORD: _____	Date _____
_____	Date _____	_____	Date _____
AGENT _____	Date _____	AGENT _____	Date _____

**Landlord(s) or Authorized Management Agent:**

**Person Authorized to Act on Behalf of Owner for the Purpose of Service of Process and Accepting Notices:**

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

## LEASE COVENANTS AND AGREEMENTS

1. **RENT:** Tenant shall pay Landlord, or Landlord's agent, as rent for the Premises in the sum stated above, on the first day of each calendar month, in advance, at Landlord's address stated above or as Landlord may designate in writing. All sums due and payable under this Lease shall be deemed to be rent. **RETURNED BANK ITEMS:** If any check or other bank instrument tendered for payment of any tenant obligation hereunder is returned for insufficient funds, Tenant shall pay Landlord a \$\_\_\_\_\_ fee as additional rent. Landlord shall further have the right to demand that any such returned item be replaced by a cashier's check or money order. If Tenant tenders more than two checks or bank drafts during the term of this Lease which are returned for insufficient funds, Landlord shall have the right to demand that all future obligations hereunder be paid by cashier's check or money order.
2. **LATE CHARGES:** Late fees shall be calculated as follows: If rent is late and not received by the Landlord by the end of business on the 5th of each month, or at any other such time and place as designated in writing by the Landlord, then the late fee shall be Ten Dollars (\$10.00) if the rent is \$1,000 or below; and Ten Dollars (\$10.00) plus 5% for any amount of rent over \$1,000.
3. **SECURITY DEPOSIT:** The Tenant has deposited with the Landlord the above-described security deposit to be held by the Landlord in accordance with state or local law or ordinance to secure the faithful performance by the Tenant of all provisions of the Lease. Landlord may, to the extent permitted by state or local law or ordinance, apply all or any part thereof in payment of any amounts due Landlord from Tenant, or to pay for any damages caused by Tenant, Tenant's co-occupants or guests, and upon Landlord's demand Tenant shall, in such case, if applied during the Lease term promptly deposit with Landlord such amounts as required to bring the security deposit up to the full amount stated above. Tenant shall not substitute any portion of Rent with the existing Security Deposit, and may in no case "live out the remainder of the Security Deposit" as Rent.
4. **CONDITION OF PREMISES:** Tenant's taking possession of the Premises shall be conclusive evidence of Tenant's receipt of the Premises in good condition except as otherwise specified, in writing, in the Lease. The Tenant agrees that no representations as to condition or repair have been made by the Landlord or his agent, nor any promise to decorate, alter, repair or improve the Premises unless expressly written in this Lease. Tenant shall report any code violations or items of disrepair within the Premises, to Landlord, in writing via Certified Mail to Landlord within Seven (7) Days. The Tenant's failure or refusal to notify Landlord of any such conditions affecting habitability shall operate as a voluntary forfeiture to the Tenant's right to file any claims to counter an eviction for non-payment of rent by the filing of a counterclaim, on the basis of such claimed conditions.
5. **LIMITATION OF LIABILITY:** Except as provided by state or local law or ordinance, Landlord shall not be liable for any damage (a) occasioned by failure to keep Premises in repair; (b) for any loss or damage of or to Tenant's property wherever located in or about the Building or Premises, or (c) acts or neglect of other tenants, occupants or others at the Building.
6. **USE OF PREMISES:** Tenant will not allow Premises to be used (a) for any purpose that will increase the rate of insurance thereon or (b) for any purpose other than for a residential Premises. Tenant will not permit Premises to be used for any unlawful purpose or for any purpose that will injure the reputation of the Building. Tenant will not permit anything to be thrown out of a window, or into any common area of the Building; nothing shall be hung from the outside of windows or placed outside any window sills, patio, deck or porch of the Building. Tenant shall obtain the consent of Landlord to keep domestic animals such as cats, dogs, birds, or fish, and shall specifically obtain the written consent of Landlord for any other kind of animal or creature. Tenant agrees that common areas shall be kept free of unusual items, refuse, laundry and excess materials and items. Landlord shall be permitted to refuse any items belonging to Tenant in the Unit and Tenant shall be required to obtain Landlord's prior written consent before placing or storing any items in the Common areas.
7. **ASSIGNMENT OF LEASE:** Except as agreed to in writing by Landlord, Tenant shall neither assign this Lease nor sublet the Property without Landlord's written consent, which shall not be withheld unreasonably. Landlord reserves the right to require credit and/or Tenant screening for any proposed assignee or subtenant (at Tenant's expense) and to require an additional and/or alternative deposit to protect the Landlord. Shared Housing Units, AirBNB and/or rooms for rent ARE NOT ALLOWED under this Lease. At no time shall Tenant enter into short-term subleases, rooms for rent, or AirBNB agreements or leases. Such agreements will be considered a breach of Lease and cause for termination.
8. **NO DISTURBANCE OF OTHER TENANTS:** The Tenant agrees not to play radios, televisions, stereo equipment, or any musical instruments, or make noise that will disturb other Tenants or occupants in the Building. The Tenant shall not cause or permit any damage to the Premises or property of Landlord or of any other person at the Building.
9. **APPLIANCES:** Tenant acknowledges that the Premises contain the following appliances (check those that apply):  
 Refrigerator    Freezer    Microwave    Radiator    Furnace  
 Central Air Conditioner    Central Heater    Ceiling Fans  
 Dishwasher    Washing Machine    Dryer  
Tenant shall not install or maintain in the Premises any other appliances unless agreed to in writing by the Landlord (except in the case of a microwave unit for personal use). Tenant shall use all provided appliances in the manner in which they are intended, and shall keep the same in clean and operable condition. In the event that any appliance shall malfunction, Tenant shall notify Landlord in writing and via telephone within three (3) days.
10. **CARE OF PREMISES:** Tenant agrees to (1) maintain the Premises in compliance with the applicable municipal code; (2) keep the Premises in a clean and safe condition; (3) dispose of all rubbish, garbage and waste safely and cleanly; (4) keep plumbing fixtures in a clean condition; (5) use electrical, plumbing, sanitary, heating, ventilating, air conditioning, elevators and other facilities provided in the Building reasonably and for the purposes intended; (6) not deliberately or negligently destroy, deface, damage or impair any part of the Premises or common areas of the Building, or allow any family member, co-occupants, or guests to do so. Failure to maintain care of the Premises and common areas as set forth herein shall be deemed a material breach of this Lease.
11. **RIGHT OF ACCESS:** The Tenant shall permit Landlord access at all reasonable times, and upon such notice as may be required by state or local law or ordinance, to make reasonable inspections, repairs, maintenance, decorations, improvements and exhibitions; supply necessary or agreed services; or to determine Tenant's compliance with the provisions of this Lease. Landlord shall have the right of immediate access without notice in case of emergency or where repairs elsewhere in the Building unexpectedly require access to Tenant's Premises. Landlord shall endeavor to provide advance notice of all access needs, including emergency-based, but in the event access is needed, Tenant acknowledges that Landlord shall have the right of access upon forty-eight hours (48) notice in non-emergency situations, and in emergency situations, such access right shall be immediate, for the preservation of life, health, safety and property of the Tenant and the Landlord. Tenant's failure to provide such access shall be deemed a breach of this Lease. Landlord may place upon the Premises, signs of "For Sale" and "For Rent" and Tenant will not interfere with same.
12. **NO ALTERATIONS, SIGNS OR ADVERTISEMENTS:** Tenant shall not alter nor make any additions to the Premises or the Building, or commit waste except for hanging pictures, without the prior written consent of the Landlord. If such permission is granted, then any alterations or additions to the Premises, such as locks, bolts and fixtures shall remain as part of the Premises as Landlord's property unless the Landlord decides otherwise, and Tenant shall surrender keys therefore upon the termination of the tenancy. The Tenant shall not permit the display of any sign or advertisement in or about the Premises or Building without first obtaining the written consent of the Landlord.
13. **SURRENDER OF POSSESSION:** Provided that the Landlord has not otherwise terminated this Lease, upon Landlord's notice of intent not to renew this Lease served at least 60 days prior to the Lease Ending Date, the Tenant shall surrender possession of the Premises and shall return the keys to Landlord or Landlord's agent on the Lease Ending Date. If the Landlord does not serve a notice of Landlord's intent not to renew this Lease at least 60 days prior to the Lease Ending Date, then Tenant may continue to reside in the Premises upon the same terms and conditions as in the last month of the Lease at the most recent non-discounted full monthly rent amount for 120 days after written notice of intent not to renew this Lease is given.
14. **HOLDING OVER:** If the Tenant retains possession of the Premises, or any part thereof, after the termination of the Lease by lapse of time or otherwise, then the Landlord may, at Landlord's option, deem such holding over as constituting a month-to-month tenancy, upon the terms of this Lease except at double the monthly rental specified under Section 1. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant. In the event Landlord accepts a payment of rent for a period after the expiration of the Lease, as herein provided, in the absence of any specific written agreement,

continued occupancy shall be deemed a month-to-month tenancy, on the same terms and conditions as herein provided, except for the double rent provision, to the extent permitted by state or local law or ordinance.

15. **HEAT AND HOT WATER:** The Landlord agrees, if the Building is designed for the purpose, to furnish such heat and hot water in sufficient quantities as may be required by law or ordinance during the term of this Lease. If the Premises contains separate heating and/or hot water fixtures, then Landlord's sole obligation shall be to provide Tenant said fixtures in good operating condition at the inception of the tenancy, and Tenant shall be responsible for the utility costs for operation thereof. Rent shall include the following (check those that apply):  
 Water  Electricity  Gas  Basic Cable  Satellite  Internet  Lawn Care  SnowRemoval  Other \_\_\_\_\_
16. **STORAGE OUTSIDE THE PREMISES:** Landlord shall not be liable for any loss or damage of or to any property placed in any common areas, storeroom or any storage place in the Building; such areas for storage, if any, being furnished gratuitously and not as part of the obligations of this Lease.
17. **LIABILITY FOR RENT:** The Tenant shall continue paying rent and all other charges for said Premises to the end of the term hereof, whether or not the Premises becomes vacant by reason of abandonment, breach of the Lease, wrongful termination by Tenant or if the Tenant has been evicted for breach of this Lease, to the extent said obligation for rent has not been mitigated, abated or discharged, in whole or in part, by any law or ordinance. Notwithstanding any of the provisions contained in this section, the Landlord shall make a good faith effort to relet the said Premises (but not in priority to other vacancies), and if the Premises is relet, Tenant shall be responsible for the balance of the rent, costs and expenses (including, but not limited to brokerage commissions, decorating costs, advertising costs and attorneys' fees) in connection therewith.
18. **COVENANTS BINDING:** It is agreed that a breach of the covenants of this Lease by the Tenant shall give the Landlord the right to terminate this Lease or the right of possession upon notice as required by law or ordinance, and, that in the event of an assignment of this Lease, with or without the express or implied consent of the Landlord, all the covenants therein contained shall be binding on the assignee to the same extent as if he had signed the Lease. The consent to one assignment shall not be construed as a consent to any further assignments.
19. **NOTICES:** Any legal notice or demand may be served by tendering it to any person thirteen years old or older residing on or in possession of the Premises; or by certified mail addressed to Tenant, return receipt requested; or by posting it upon the Premises door, if no authorized person under the Lease is in possession of the Premises. Further, except when a statute or ordinance requires notice to be sent by a particular means, Tenant agrees that all Tenant and building notices may be delivered by electronic communication (email) to any email address listed on page 1 for Tenant. This is including but not limited to, late rent notices, notices of entry, fine notices, building maintenance updates, and lease renewal options. Tenant agrees to inform Landlord immediately in writing of any email address change.
20. **LITIGATION ESCROW:** In the event that Tenant withholds rent in excess of that allowed by statute or local ordinance, and Landlord institutes a lawsuit for Forcible Entry and Detainer to regain possession of the Premises, or a contract to enforce any provision of this Lease, Tenant shall place such excess rent with the Clerk of Circuit Court, pending disposition of the lawsuit.
21. **LEGAL EXPENSES:** Tenant shall pay all costs and attorneys' fees incurred by the Landlord due to Tenants' breach, and Landlord's enforcement, of the covenants or agreements of this Lease.
22. **OCCUPANCY REQUIRED:** Tenant agrees not to abandon said Premises, nor permit the Premises to remain vacant or unoccupied for a period of time which could be construed as abandonment under state or local law or ordinance.
23. **REMEDIES CUMULATIVE:** Landlord's remedies as provided herein are cumulative in nature and shall be in addition to, and not in lieu of, any and all other remedies granted to Landlord by any state or local law or ordinance.
24. **IN CASE OF CASUALTY:** In case the Premises, Building or any part thereof shall be rendered uninhabitable by fire, explosion or other casualty, the respective parties hereto shall have all the rights provided by state or local law or ordinance. For the purposes of this section, Landlord's good faith efforts to obtain insurance adjustments, settlements or awards to obtain sufficient funds to perform repairs required due to fire, explosion or other casualty shall be deemed diligent efforts to repair the Building within a reasonable time.
25. **SMOKE AND CARBON MONOXIDE DETECTORS:** Tenant acknowledges that at the time of obtaining possession of the Premises, all smoke detectors and carbon monoxide detectors required to be installed in the Premises have been installed and are in good working order. Tenant agrees to repair and maintain the smoke detector and carbon monoxide detector device(s) including replacement of the battery when necessary.
26. **GATES AND BARS ON DOORS AND WINDOWS:** The installation of any metal gates or bars on any doors or windows by the Tenant is expressly prohibited. Tenant shall pay for repair all damage caused by the removal of Tenant's installation and failure to do so shall constitute a breach of this Lease, and Landlord shall be entitled to terminate the Lease or right of possession, and shall be entitled to actual damages, costs and attorneys' fees therefore.
27. **MECHANICS' LIENS:** Tenant shall not place or allow to be placed on the Premises, the building or elsewhere on the real property, any mechanics' lien, or any other claim for lien for any repairs, maintenance, alterations or modifications performed by, or ordered or contracted by, the Tenant, whether or not same were rightfully performed or ordered by the Tenant. The placement of any such lien shall constitute a breach of this Lease and upon ten (10) days' notice to cure said lien or lien claim, Landlord may terminate Tenant's tenancy or right of possession. In addition, Landlord shall have the right to satisfy and remove said lien without regard to the merits thereof and Tenant shall be responsible for the damages incurred in removing said lien, along with all other damages, costs and attorneys' fees incurred by Landlord in connection therewith.
28. **FALSE INFORMATION:** The Tenant warrants all the information given by him in applying for this Lease to be true, and that the providing of false information shall constitute a material breach of this Lease. Occupancy by more persons as set forth in this Lease, or the Lease application, shall constitute a material breach of this Lease.
29. **RULES AND REGULATIONS:** Tenant agrees to observe the Rules and Regulations contained in this Lease, and any attachments and inclusions hereto as well as any further reasonable Rules and Regulations established by the Landlord during the pendency of this Lease, and such Rules and Regulations are hereby incorporated into and made a part of this Lease. Failure to observe said Rules and Regulations, or any of them, shall be deemed to be a material breach of this Lease, and in event of such breach, Landlord shall be entitled to termination of the tenancy upon ten (10) days' notice, and shall further be entitled to such rights and remedies as are provided by applicable state or local law or ordinance.
30. **JOINT LIABILITY:** If this Lease is executed by only one spouse, both spouses shall be deemed personally liable therefore, pursuant to the applicable family expense doctrine or statute then in effect.
31. **SUBORDINATION OF LEASE:** This Lease is subordinate to all mortgages which may now or hereafter affect the real property of which Premises forms a part. The recordation of this Lease, or any memorandum thereof by Tenant shall constitute a material default of this Lease.
32. **INTERPRETATION:** All words used should be read as Gender Neutral. Corporations, and singular words shall be interpreted as plural, as the situation may require. The words "Landlord" and "Tenant" wherever herein occurring and used shall be construed to mean "Landlords" and "Tenants," in case more than one person constitutes either party to this Lease; and all the covenants and agreements herein contained shall be jointly and severally binding upon, and inure to, themselves, their respective successors, heirs, executors, administrators and assigns.
33. **SEVERABILITY:** If any clause, phrase, provision or portion of this Lease, or the application thereof to any person or circumstance, shall be determined to be invalid or unenforceable under applicable law or ordinance, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the applicability of any clause, provision or portion hereof to other persons or circumstances, and the Lease shall be interpreted in accordance with said ordinance.
34. **CONDOMINIUM REGULATIONS:** If applicable, Tenant shall fully comply with the Declarations, By-Laws, Rules and Regulations of the condominium association to which the premises is subject ("Condo Documents"). Any violation of the Condo Documents shall constitute a material breach of the lease. Tenant shall indemnify and hold Landlord harmless for all fines, penalties, assessments, judgments, levies, and all costs, expenses and attorney's fees incurred by or assessed against Landlord, by virtue of the violation of the Condo Documents by Tenant, Tenant's co-occupants, invitees and guests. The terms of the Condo Documents shall prevail in the event of a conflict between the terms and provisions of this lease and the terms and provisions of the Condo Documents. By signing this lease, Tenant has acknowledged receipt of applicable Condo Documents.

**THESE RULES ARE FOR THE MUTUAL BENEFIT OF ALL TENANTS.**

1. Except as outlined in the Lease, animals kept on the Property shall be by the express written permission granted by the Landlord, which may be revoked at any time.
2. Passages, public halls, stairways, landings, elevators and elevator vestibules shall not be obstructed or be used for children's play or for any other purpose than for entry in to and exit from the Building or Premises, nor shall children be permitted to congregate or play in or around the building except where appropriately supervised by an adult over the age of eighteen (18) years.
3. All furniture or large items must be brought in or delivered through the rear entrance, stairway or elevator, where possible, at hours designated by Landlord.
4. Common area laundry and drying apparatus shall be used in such a manner and at such times as the Landlord may direct.
5. Tenant shall comply with all local, municipal and state laws with regard to trash and refuse. Tenant agrees to dispose of trash in only a sanitary method, sealing all trash bags and containers from air, insects, rodents and the elements. All trash must be sealed and placed in the garbage receptacle. Where Tenant's trash or refuse is too large to be accommodated by the receptacles provided, Tenant shall dispose of the item(s) personally off-premises. Recycled materials shall be disposed of as provided, and if Landlord has not provided separate containers for recyclable contents then Tenant shall contact the local municipality for proper containers.
6. No awnings or other projections including air conditioners, television or radio antennas or wiring shall be attached to, or be placed outside the Premises.
7. The Tenant shall not alter any lock or install a new lock or other attachment to any door of the Premises without the written consent of the Landlord.
8. No waste receptacles, supplies, footwear, umbrellas or other articles shall be placed in the hallways, or staircase landing.
9. Running extension cord wiring for electrical appliances or fixtures in violation of the Municipal Code is prohibited.
10. The toilets, plumbing, sinks and fixtures shall be used for human waste only, and shall not be used for garbage disposal, non-human foodstuffs or animal waste. No sanitary or female hygienic products shall be disposed of within toilets or sinks for any reason, and shall instead be disposed of in household trash containers only. Any costs or damage which are the direct result of Tenant's abuse of the plumbing system shall be taxed to the Property and payable as additional rent by the Tenant. Failure to remit payment for any additional rent shall be a material breach of this Lease.
11. There shall be no cooking done in or about the Premises except in the kitchen. Cooking on a barbecue or other similar equipment on a porch or balcony is expressly prohibited.
12. Water filled furniture is specifically prohibited, without Landlord's prior written consent.
13. Landlord has the right to bar individuals from the Premises and Building, and if Tenant permits any barred individual to enter the Building or Premises, Landlord shall have the right to press criminal charges against said individuals, and to terminate Tenant's Lease, or right of possession, as a material breach of the lease.
14. There shall be NO use of recreational cannabis in or on the Premises by the Tenant or Tenant's guests. SMOKING WILL NOT BE ALLOWED IN PUBLIC AREAS.

SAMPLE

SAMPLE

SAMPLE

SAMPLE