

CHICAGO APARTMENT LEASE - Unfurnished

**IMPORTANT:** This lease form was not specifically drafted for your legal requirements or your particular situation. It is important that you consult with an attorney prior to signing any and all legal documents including this one. This lease must be used in its entirety. This lease including **REQUIRED** attachments is 36 pages. Fill in each blank, use "N/A" where necessary. This lease is intended to be a binding real estate contract. This contract supersedes any prior agreements Neither the publisher or the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

| DATE OF LEASE | BEGINNING | ENDING | MONTHLY RENT | SECURITY DEPOSIT |
|---------------|-----------|--------|--------------|------------------|
| / / 2023      |           |        |              |                  |

Premises will not be occupied by more than \_\_\_\_\_ persons.

TENANT

☐ Condominium

LANDLORD

IDENTIFICATION OF OWNER AND AGENTS

NAME(S): \_\_\_\_\_

Owner or Authorized Management Agent:

APT. NO: \_\_\_\_\_

NAME

List Additional Tenant Names in "Additional Covenants and Agreements" below.

ADDRESS

ADDRESS OF PREMISES: \_\_\_\_\_

CITY/STATE/ZIP

TELEPHONE NUMBER

CHICAGO, ILLINOIS ZIP: \_\_\_\_\_

EMAIL ADDRESS

EMAIL ADDRESS: \_\_\_\_\_

Person Authorized to Act on Behalf of Owner for Purpose of Service of Process and Receiving for Notices:

NOTICE OF CONDITIONS AFFECTING HABITABILITY

I hereby acknowledge that Landlord has disclosed any code violations, code enforcement litigation and / or compliance board proceedings during the previous 12 months for the apartment and common area and any notice of intent to terminate utility service, copies of which, if any, are attached to this Lease.

☐ There are none. ☐ They are attached.

In consideration of the mutual agreements and covenants herein stated, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for a private dwelling, the Apartment designated above, together with the fixtures and appliances belonging thereto, for the above Term.

NAME

ADDRESS

CITY/STATE/ZIP

TELEPHONE NUMBER

EMAIL ADDRESS

ADDITIONAL COVENANTS AND AGREEMENTS (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

ADDRESS

CITY

STATE

ZIP

A Non Refundable Move-In Fee (if any) of \$ \_\_\_\_\_ may be charged before move-in.

TENANT

LANDLORD

\_\_\_\_\_  
(SIGN)

\_\_\_\_\_  
(SIGN)

\_\_\_\_\_  
(SIGN)

\_\_\_\_\_  
(SIGN)

# LEASE COVENANTS AND AGREEMENTS

**1. RENT:** Tenant shall pay to the Landlord or Landlord's agent the monthly rent set forth above on or before the first day of each and every month in advance at Landlord's address stated above or such other address as Landlord may designate in writing. The time of each and every payment of rent is of the essence of the Lease.

**2. LATE CHARGES:** The monthly rent shall be increased \$10.00 per month for the first \$500.00 in monthly rent plus five percent (5%) per month for any amount in excess of \$500.00 in monthly rent is paid after the fifth of the month. Rent shall be considered received, if mailed, on the date of receipt.

**3. 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.

**4. SECURITY DEPOSIT:** If Tenant has deposited with Landlord a security deposit as set forth above; it shall be retained by Landlord to ensure that Tenant shall fully perform each and every term and obligation provided in this Lease. If Tenant fully performs each and every term and obligation provided in this lease and pays all sums due to Landlord, then Landlord, after the Tenant has surrendered possession of the premises and has delivered the keys thereto, shall refund said deposit to Tenant, including interest payable at the rate in effect in the year the lease was entered and as provided by law. If Tenant has failed to perform or comply with any of the provisions in this Lease, then Landlord shall deduct any damages from the security deposit. The security deposit shall not be treated as an advance payment of rent, and Tenant may not apply the security deposit as rent.

**5. POSSESSION:** If Landlord cannot give Tenant possession on the date fixed for commencement of the term, the rent shall be abated until such time as the premises are available for Tenant's occupancy, or Tenant may upon written notice terminate the Lease.

**6. APPLICATION:** The Tenant's application and all the representations contained therein are incorporated as a part of this Lease. Tenant warrants that all the information contained in the application is true, and that if any of said information is false, Landlord may terminate this Lease. Tenant further warrants that only Tenant and the people listed as occupants on the application will reside in the premises.

**7. CONDITION OF THE PREMISES:** Tenant has examined the premises prior to accepting same and prior to the execution of this Lease, and Tenant is satisfied with the physical condition thereof, including but not limited to the heating, plumbing and smoke detectors and taking possession or renewal of this lease upon its expiration shall be conclusive evidence of Tenant's receipt thereof in good order and repair. No promises as to condition or repair have been made by Landlord or his agent which are not herein expressed, and no promises to decorate, repair or modify the premises, which are not contained herein, have been made by Landlord or his agent.

**8. TENANT TO MAINTAIN:** Tenant shall keep the premises and the fixtures and appliances therein in a clean, slightly and healthy condition, and in good repair, and in accordance with any and all ordinances in such cases made and provided, at Tenant's own expense, and upon the termination of this lease, for any reason, shall yield and return the same back to Landlord in as good condition of cleanliness and repair as at the date of the execution hereof, reasonable wear and tear excepted. Tenant shall make all necessary repairs to the premises whenever damage to the same has occurred or repairs are required due to Tenant's conduct or neglect, and shall replace all broken glass and fixtures. Upon Tenant vacating the premises, if the premises are not in good repair and not in a clean, slightly and healthy condition, Landlord or his agents may replace the premises in the same condition of repair, sightliness and cleanliness as existed at the date of execution of this Lease; Tenant agrees to pay Landlord for all expenses incurred by Tenant in replacing the premises in that condition. Tenant shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities, or any other portion of the premises.

**9. USE OF PREMISES:** The premises shall be occupied solely for residential purposes by Tenant and those persons listed in this Lease. No person not listed in this Lease may occupy the Premises for more than a single two-week period, during any single year of the Lease term. Neither Tenant nor any other persons residing with or visiting Tenant shall have been convicted of a crime or permit any act or practice that may damage the reputation of the building or Landlord, or be injurious to the building or the operation thereof, or be disturbing to other tenants, illegal, immoral, or increase the rate of insurance on the building. Neither Tenant nor any occupant nor any guest of Tenant shall engage in any criminal activity including drug related activity on or near the premises nor shall they engage in any acts of violence or threats of violence or interfere with

the health, safety or rights of other residents, employees or agents of Landlord, or persons in the immediate vicinity of the premises, be injurious thereto, illegal, immoral, or increase the rate of insurance on the property. At no time during the Term of this Lease shall allow more persons to reside in the Premises than would be permitted by the applicable building and/or zoning codes for the City of Chicago. Tenant shall be responsible for the conduct of all occupants and persons visiting the Tenant's unit. If Tenant(s) or occupant(s), visitor(s), or guest(s) on one or more occasions, uses or permits the use of the leased premises for the commission of a felony or Class A misdemeanor under the laws of Illinois, Landlord shall have the right to void the lease and recover the leased premises.

**10. SUBLET OR ASSIGNMENT:** Tenant shall not sublet the premises or any part thereof, nor assign this Lease, without, in each case, prior written consent of Landlord which consent shall not be unreasonably withheld. Landlord shall accept a reasonable sublease as provided by ordinance. At no time during the Term of this Lease, shall Tenant enter into short-term subleases, rooms for rent, or Air Bed & Breakfast agreements or leases. Such agreements will be considered a breach of Lease and cause for termination without prearranged written authorization from the Landlord.

**11. NO ALTERATIONS:** Tenant shall not make any alterations to the premises nor install any appliances, locks or other equipment of any kind without the prior written consent of Landlord.

**12. ACCESS:** Tenant shall not unreasonably withhold consent to the Landlord to enter the apartment at reasonable times for reasonable purposes as provided by statute or Ordinance.

**13. HEAT AND WATER:** Landlord shall furnish hot and cold water and if heating is under the control of the Landlord, shall also furnish heat in reasonable amounts at reasonable hours as provided by statute or Ordinance except when prevented by causes beyond Landlord's control or when the water and heating system are being repaired. Tenant shall at all times maintain the temperature at a minimum of 45 degrees and shall be responsible for all damages resulting from the failure to do so.

**14. UTILITIES:** Tenant is responsible for the provision and direct payment to utility providers for the utilities. Tenant is required to establish accounts with the utility providers no later than the Lease Beginning Date set forth on Page One. Should Landlord become obligated for payment of any utility for which Tenant is liable under the terms of this Lease, such payment by Landlord shall become an additional rent payment due and payable by Tenant.

**15. RIGHT TO RELET:** If Tenant shall remove a substantial portion of his personal property or otherwise abandon or vacate the premises, the Landlord may immediately relet the premises as provided by Ordinance; or if the premises become vacant by reason of Tenant's breach, or if this Lease has been terminated by reason of Tenant's breach, or if Tenant has been evicted, Landlord may relet the premises, and Tenant shall be liable and pay for the expenses of reletting and losses to the end of the term or as provided by Ordinance. Tenant's obligation to pay rent during the term or any extension thereof shall continue and shall not be waived, released or terminated by the service of a five-day notice, demand for possession, notice of termination of tenancy, the filing of a forcible entry and detainer action, or judgment for possession, or any other act resulting in the termination of Tenant's right of possession.

**16. FORCIBLE DETAINER:** If Tenant defaults in the payment of rent or any part thereof, Landlord may distrain for rent and shall have a lien on Tenant's property for all monies due Landlord, or if Tenant defaults in the performance of any of the covenants or agreements herein contained, Landlord or his agents, at his option, may terminate this Lease, and, if abandoned or vacated, may re-enter the premises. Nonperformance of any of Tenant's obligations shall constitute a default and forfeiture of this lease, and Landlord's failure to take action on account of Tenant's default shall not constitute a waiver of said default.

**17. NOTICES:** Any demand or notice may be served by delivering a copy to the Tenant, or by leaving the same with some person above the age of thirteen years, residing on or in possession of the premises; or by sending a copy of said notice to the Tenant by certified mail, return receipt requested, or by posting the same on Tenant's door to the premises, if no one is in actual possession of the premises, 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 (e-mail) to any e-mail address listed on Page One 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.

**18. FIRE AND CASUALTY:** If the premises shall be rendered untenable by fire or by other casualty, the Landlord shall not be obligated to restore the premises and Landlord or Tenant may terminate this lease by providing the other party with ten (10) days written notice of termination of this lease.

**19. SURRENDER OF PREMISES AND RETURN OF POSSESSION:** Tenant shall not be required to renew this Lease more than ninety days prior to its expiration as provided by Ordinance, and Landlord shall notify Tenant of Landlord's intention not to renew the Lease at least thirty days prior to its expiration so long as Tenant is not in default under the terms of this Lease, as provided by Ordinance. At the termination of this Lease, by lapse of time or otherwise, Tenant shall yield up and surrender immediate possession to Landlord or his Agent. If Tenant fails to vacate the premises upon termination then:

(A) If Landlord files a statutory forcible entry and retainer action for possession based upon Tenant's failure to vacate the premises, then Tenant shall pay Landlord a sum equal to double the amount of rent here in set forth as liquidated damages for the time that possession is withheld; or

(B) Landlord may, by giving Tenant written notice thereof, extend the term of this Lease upon all the terms and conditions herein for one year, but with a rental of 20% greater than the rental contained herein; or

(C) If Landlord fails to provide written notice to Tenant of Landlord's election under (B), Tenant shall become a month-to-month tenant, upon all the terms and conditions contained herein, Tenant shall also compensate Landlord for any and all damages incurred by Landlord by virtue of Tenant's failure to vacate the said premises in accordance with the terms of this Lease. The payment or acceptance of rent after termination of this Lease shall not extend the Lease.

**20. EMINENT DOMAIN:** If the whole or a substantial portion of the premises is condemned by any competent authority for any public use or purpose, this Lease shall be terminated.

**21. JOINT OBLIGATIONS:** The words "Landlord" and "Tenant" when used in this Lease shall be construed to be plural if more than one person comprises either party to this Lease, and each shall be jointly and severally obligated to perform all of the terms and conditions of this Lease.

**22. LEGAL EXPENSES:** Tenant shall pay all costs, expenses and attorneys fees which shall be incurred or expanded by Landlord due to Tenant's breach of the covenants and agreements of this Lease, to the extent provided for by Law, Court rules, statute or Ordinance. In the event that Tenant withholds rent in excess of that allowed by statutes or local ordinance, and Landlord institutes a lawsuit in Forcible Entry and Detainer to regain possession of the Premises, or in 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.

**23. SMOKE AND CO DETECTORS:** Tenant acknowledges that at the time of obtaining initial possession of the premises, all smoke and CO 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 and CO detector devices including replacement of the energy source when needed.

**24. BINDING ON HEIRS:** All covenants contained herein shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, assigns and successors.

**25. REMEDIES CUMULATIVE:** The Landlord's rights and remedies under this Lease are cumulative. The exercise of any one or more thereof shall not exclude nor preclude Landlord from exercising any other right or remedy.

**26. SEVERABILITY CLAUSE:** If any clause, provision or portion of this Lease shall be ruled invalid or unenforceable, said decision shall not invalidate nor render unenforceable the remainder of this Lease. All persons executing this Lease shall be jointly and severally liable for the performance of each agreement, covenant and obligation hereunder.

**27. STORAGE:** Landlord shall not be obligated to provide Tenant storage.

**28. INSURANCE:** Landlord is not an insurer of Tenant's property. Tenant shall carry sufficient insurance to insure all of Tenant's property located on Landlord's premises. The name and address of the insurance company providing fire and public liability insurance for the building is posted in the office of the building or the office of the building operator or manager.

**29. SUBORDINATION:** Tenant will not do any act which shall encumber Landlord's title to the premises, and if Tenant causes a lien to be placed on the title or premises, Landlord may discharge the lien and Tenant will reimburse Landlord the amount Landlord expended. This lease shall not be recorded by Tenant and is, and shall be, subordinate to any present or future mortgages now, or hereafter, placed on the premises.

**30. RULES AND REGULATIONS:** Tenant shall observe and abide by the Rules and Regulations set forth in this Lease, and agrees to be bound by and comply with any further reasonable rules and regulations as may be established by the Landlord.

**31. 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.

## RULES AND REGULATIONS

1. No dogs, cats or other animals shall be kept or allowed in the premises except with the Landlord's prior consent, and subject to the conditions set forth in any such consent. No animals are permitted without a leash in any public areas of the premises.
2. No additional locks or other similar devices shall be attached to any door without Landlord's written consent.
3. Tenant shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the premises any inflammable fluids or materials which may be hazardous to life or property.
4. Hallways, stairways and elevators shall not be obstructed or used for any purpose other than ingress and egress from the Building, nor shall children be permitted to play in the common areas, nor shall Tenant place or store any items in the hallways or common areas of the Building.
5. No musical instrument shall be played and no radio or television set shall be operated at any time in such manner as to disturb or annoy other occupants of the building, nor shall other noises be made which will disturb or annoy any occupants of the building. Operation of electrical devices which interfere with radio or television reception is not permitted.
6. All moving and delivery shall be through the rear entrance, stairway or service elevator at hours designated by Landlord.
7. Tenant shall not install or maintain a washer, dryer or dishwasher on the premises without Landlord's prior written consent. Tenant shall not run water for an unreasonable length of time.
8. Tenant shall only cook in the kitchen and shall not barbecue on porches or balconies. Tenant shall not leave food cooking on the premises unattended.

9. Washrooms shall not be used for any purpose other than that for which they are designed, and no rubbish, rags, or injurious items shall be placed in plumbing facilities or receptacles.
10. Tenant shall not place nor permit any article or antenna outside of the windows, on the exterior walls, or on the roof of the Building, and shall not throw or drop any article from any window.
11. Tenant shall not place, erect or install any signs or advertisements on the windows, nor on any part of the Building or premises.
12. All garbage or refuse shall be securely wrapped and placed in the incinerator or garbage container.
13. Water beds are not permitted in the premises without Landlord's written consent.
14. Tenant shall not interfere in any manner with the heating or lighting or other fixtures in the building nor run extension cords or electrical appliances in violation of the Building Code.
15. Tenant shall not solicit, canvass nor conduct any door-to-door activities on the premises.
16. Landlord has the right to bar individuals from the premises. You must inform your guests of all lease provisions regarding use of the premises and all rules and regulations. If these provisions are violated by your guests, they may be barred and/or arrested for criminal trespassing, after they have received a barred notice and then have been placed on a barred list by Landlord. If you violate the lease or any of the rules and regulations, it is grounds for termination of your tenancy.



This lease is date sensitive and is up to date to the best of our knowledge at the time of printing with the City of Chicago, Cook County and the State of Illinois laws for 2023 ONLY. Do not use this lease during any other calendar year. Although this lease is updated annually, changes in law may occur anytime. Thus, it is important that you consult with an attorney prior to signing any and all legal documents including this one. This legal form supersedes and replaces all previous versions. Neither the publisher nor the seller of this form makes any warranty with respect hereto, including any warranty of merchantability of fitness or for a particular purpose.

**Tenant to initial each attachment received:**

- ☐ City of Chicago Residential Landlord and Tenant Ordinance Summary (RLTO) as of 2022 \_\_\_\_\_
- ☐ Security Deposit Interest Rate 2022 \_\_\_\_\_
- ☐ City of Chicago "Preventing Bed Bug Infestations in Apartments" pamphlet \_\_\_\_\_
- ☐ Heating Cost Disclosure \_\_\_\_\_
- ☐ Chicago Heating Cost Disclosure Form \_\_\_\_\_
- ☐ US EPA "Protect Your Family in Your Home" pamphlet of 2021 \_\_\_\_\_
- ☐ US EPA Lead Paint Disclosure Form \_\_\_\_\_
- ☐ Radon Disclosure \_\_\_\_\_
- ☐ Radon Testing \_\_\_\_\_
- ☐ If Applicable, Condominium Association By Laws \_\_\_\_\_

**GUARANTY:**

On \_\_\_\_\_, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and the performance by Tenant, Tenant's heirs, executors, administrators, successors or assigns of all covenants and agreements of this Lease.

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

\_\_\_\_\_  
GUARANTOR NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
EMAIL ADDRESS