ILLINOIS RESIDENTIAL LEASE

Page 1: Lease Summary and Required Fee Disclosure

Illinois law requires every non-optional fee to appear on this first page, and Tenant does not owe any fee that is not on this page (765 ILCS 705/35).

Landlord (owner) / Manager	_____ / _____
Tenant(s)	_____
Premises	_____, Unit _____, _____, Illinois _____
Lease term	Starts _____ and ends _____
Monthly rent	$_____, due on day _____ of each month. Due at signing: $_____
Security deposit	$_____ (enter $0 if none). Held at: _____

Non-optional fees. Fees Tenant must pay under this Lease, one-time or recurring.

Fee	Amount	Frequency	When due
_____	$_____	_____	_____
_____	$_____	_____	_____
_____	$_____	_____	_____
_____	$_____	_____	_____
_____	$_____	_____	_____
_____	$_____	_____	_____
Total monthly cost	$_____	Rent plus all recurring fees	Monthly

Charges that apply only if something happens. Tenant owes these only in the situation described. They are not part of the total monthly cost.

Charge	Amount	Applies only if
Late fee	$_____	Rent received more than _____ days late (Section 4.1)
Returned payment fee	$_____	Payment returned unpaid (Section 4.2)
Early termination charge	$_____	Tenant ends early under Section 19.1

Utilities. Utilities included in rent: _____.
Utilities Tenant pays directly to the provider: _____.
Utilities Landlord bills to Tenant (listed as a fee above): _____.

Tenant initials: _____ Landlord initials: _____

1. Parties, Premises, and Location Rider

1.1 Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, on the terms of this Lease. The Premises include the appliances and fixtures listed here: _____, and the right to use the common areas of the building in common with others.

1.2 Each person signing as Tenant is responsible, jointly and individually, for all of Tenant's obligations under this Lease.

1.3 Only Tenant and these additional occupants may live in the Premises: _____. Tenant may have guests. A guest who stays more than _____ days in any 30-day period becomes an occupant and must be approved by Landlord, and Landlord will not unreasonably withhold approval. Occupancy is subject to applicable housing codes.

1.4 The location rider checked in Section 25 is part of this Lease. If the rider or any law or ordinance that applies to the Premises conflicts with this Lease, the rider or that law controls. Any provision of this Lease that the law makes unenforceable is void, and Landlord will not try to enforce it.

2. Term, Possession, and Renewal

2.1 The Lease term is stated on page 1.

2.2 If Landlord cannot deliver possession on the start date, rent abates until possession is delivered. If possession is not delivered within _____ days after the start date, Tenant may end this Lease by written notice and Landlord will promptly refund all money Tenant paid.

2.3 This Lease does not renew automatically. A renewal or extension must be in writing and signed by both parties. Landlord will give any notice of non-renewal or rent change required by the location rider or by law. Landlord will not charge any fee for renewing or modifying this Lease.

2.4 If Tenant stays after the Lease ends with Landlord's written consent, the tenancy becomes month-to-month on the same terms, and either party may end it by giving the written notice required by the location rider or by law. If Tenant stays without Landlord's consent, Tenant owes rent for each day of the holdover at the daily rate of the monthly rent, plus any other amounts the law allows Landlord to recover.

3. Rent and Payment

3.1 Tenant will pay the monthly rent stated on page 1 in advance, on or before the due date, without demand.

3.2 Tenant may pay rent by these methods: _____. Landlord will not require electronic payment as the only way to pay (765 ILCS 705/4). Whatever other methods are offered, Tenant may always pay by paper check or money order mailed or delivered to _____, with no transaction fee or other charge (765 ILCS 705/3.5).

3.3 Landlord will give Tenant a written receipt for every cash payment and, on request, for any other payment.

3.4 Landlord applies payments first to the oldest unpaid rent and then to other amounts due. Landlord's acceptance of a partial payment does not waive the unpaid balance. Any notice rights after a partial payment are governed by law.

4. Late Fee and Returned Payments

4.1 If rent is not received by the end of day _____ after the due date, Tenant owes one late fee for that month in the amount stated in the conditional charges table on page 1. The late fee will never be more than the amount allowed by the location rider. There are no daily late fees.

4.2 If a payment is returned unpaid by Tenant's bank, Tenant owes the returned payment fee stated in the conditional charges table on page 1, if any, which will not be more than the amount allowed by law.

4.3 These are the only charges for late or returned payments. Landlord will not charge a fee for sending any notice.

5. Security Deposit

5.1 If page 1 shows a security deposit, Tenant pays it at signing. The security deposit includes any pet deposit or other refundable deposit. The deposit is not a fee and is not rent, and Tenant may not use it as the last month's rent unless Landlord agrees in writing.

5.2 Landlord will hold the deposit at the financial institution named on page 1 and will give Tenant a written receipt, as required by the location rider and by law.

5.3 Landlord may deduct from the deposit only (a) unpaid rent, (b) other unpaid amounts Tenant owes under this Lease, and (c) the reasonable cost of repairing damage to the Premises caused by Tenant, occupants, guests, or pets, beyond normal wear and tear. Landlord will not deduct for normal wear and tear.

5.4 After Tenant moves out, Landlord will return the deposit, with any required interest, less permitted deductions, and will give Tenant an itemized statement of any deductions with receipts or estimates, within the times stated in the location rider. Tenant should give Landlord a forwarding address in writing.

5.5 If Landlord sells or transfers the Premises, Landlord will transfer the deposit to the new owner and the new owner will notify Tenant as required by the location rider and by law.

6. Fees

6.1 Page 1 lists every non-optional fee under this Lease and every charge that applies only if something happens. Tenant does not owe any fee or charge that is not listed on page 1. Landlord will not rename a fee or charge to avoid this rule.

6.2 Landlord will not charge Tenant any of the following: (a) a fee for renewing or modifying this Lease; (b) a fee for an eviction notice, or for filing an eviction case before the court enters an eviction order (this does not limit court costs and filing fees the law allows Landlord to recover); (c) a fee for after-hours maintenance requests; (d) a fee for contacting Landlord or the manager about maintenance, service, lease questions, or other matters related to the tenancy; (e) a fee for travel needed to complete maintenance or safety repairs; (f) a fee for a maintenance hotline or calls to it; (g) a fee for routine maintenance and upkeep of the Premises; (h) a fee for pest abatement or removal unless Tenant contributed to the infestation; or (i) a fee for an in-person walk-through at move-in or move-out.

6.3 An optional service is one Tenant may decline without any effect on Tenant's right to rent the Premises. Any optional service is described in a separate signed addendum, and Tenant may cancel it as stated in that addendum.

7. Utilities and Services

7.1 Page 1 states which utilities are included in rent, which Tenant pays directly to the provider, and which Landlord bills to Tenant.

7.2 Tenant will place utilities that Tenant pays directly in Tenant's name by the start date and keep them in service during the term.

7.3 If Landlord bills Tenant for a share of a utility that also serves other units or common areas, the Utility Allocation Disclosure attached to this Lease explains how Tenant's share is calculated (765 ILCS 740). Landlord will bill only that share and only as stated on page 1.

7.4 Landlord will pay for utilities that are included in rent or that Landlord controls, and will not interrupt any utility or service to force Tenant to move or pay.

8. Use of the Premises

8.1 Tenant will use the Premises only as a private residence. Tenant may use part of the Premises as a home office if the use brings no customers or employees to the property and complies with law.

8.2 Tenant, occupants, and guests will comply with all laws, will not disturb other residents' peaceful enjoyment, and will follow the written building rules attached to this Lease, if any. Building rules may not add fees or fines or conflict with this Lease.

8.3 Smoking policy for the Premises and building:

_____.

8.4 Landlord will not penalize Tenant, or treat it as a lease violation, when Tenant or anyone else contacts police or emergency services for help.

9. Condition, Move-In, and Move-Out

9.1 Landlord will deliver the Premises clean, safe, and in compliance with applicable codes. Within _____ days after move-in, Tenant may note on the Move-In and Move-Out Condition Report attached to this Lease any damage or defects, and Landlord will keep a copy.

9.2 Either party may request a joint walk-through at move-in and at move-out. There is no fee for a walk-through.

9.3 At move-out, Tenant will remove all personal property, leave the Premises reasonably clean and in the same condition as at move-in except for normal wear and tear, and return all keys and access devices.

10. Maintenance and Repairs

10.1 Landlord will keep the Premises and common areas fit to live in and in compliance with applicable building, housing, and health codes, and will maintain in working order the structure, roof, plumbing, heating, electrical systems, and any appliances Landlord supplies.

10.2 Tenant will keep the Premises clean and safe, dispose of garbage properly, use all fixtures and appliances reasonably, not damage the Premises or allow others to do so, and promptly notify Landlord of any needed repair, water leak, mold, or pest problem.

10.3 Tenant will pay the reasonable cost of repairing damage, beyond normal wear and tear, caused by Tenant, occupants, guests, or pets. Landlord will give Tenant a written statement of the cost.

10.4 Tenant may submit repair requests at any time to _____. For emergencies, contact _____. Landlord will not charge a fee for any repair request, at any hour.

11. Pests

Landlord is responsible for pest control and extermination. Landlord will not charge Tenant for pest abatement or removal unless Tenant contributed to the infestation, and then only the actual, reasonable

cost. Tenant will notify Landlord in writing within 48 hours after Tenant notices any sign of bed bugs, and will cooperate with reasonable inspection and treatment.

12. Alterations and Locks

12.1 Tenant will not make alterations, paint, or install fixtures without Landlord's written consent.

12.2 Tenant will not change or add locks without Landlord's written consent, except as the Safe Homes Act (765 ILCS 750) allows. If Landlord changes the locks at Tenant's request, Landlord will give Tenant new keys promptly.

13. Landlord's Access

Landlord may enter the Premises at reasonable times to inspect, make repairs, supply services, or show the Premises to prospective tenants, buyers, lenders, or contractors. Except in an emergency, Landlord will give Tenant at least _____ hours' notice, or any longer notice the location rider requires, and will enter only between 8:00 a.m. and 8:00 p.m. unless Tenant agrees to another time. In an emergency Landlord may enter without notice and will tell Tenant about the entry within two days afterward. Landlord will not use the right of entry to harass Tenant.

14. Pets and Assistance Animals

☐ Tenant may keep only these pets: _____. Any pet fee or pet rent appears on page 1, and any pet deposit is part of the security deposit on page 1. Tenant is responsible for any damage or disturbance a pet causes.

☐ No pets are allowed without Landlord's written consent.

An assistance animal (a service animal or support animal) is not a pet. Landlord will consider requests for an assistance animal as a reasonable accommodation under fair housing law and will not charge pet fees, pet rent, or a pet deposit for an assistance animal.

15. Parking and Storage

☐ Tenant may use _____. Any parking or storage fee appears on page 1.

16. Insurance

Landlord's insurance does not cover Tenant's personal property or Tenant's liability.

☐ Tenant will keep renters insurance in force during the term with personal liability coverage of at least $_____ per occurrence, from any insurer licensed in Illinois that Tenant chooses. Tenant will list Landlord as an interested party so Landlord is notified if the policy lapses, and will give Landlord proof of coverage before move-in and on request. Landlord does not sell insurance to Tenant and does not charge any fee related to insurance.

☐ Landlord strongly recommends that Tenant buy renters insurance covering Tenant's personal property and liability. It is not required.

☐ Renters insurance is not required by this Lease.

17. Smoke and Carbon Monoxide Detectors

Landlord has installed working smoke detectors and carbon monoxide alarms as required by law (425 ILCS 60 and 430 ILCS 135). Tenant will test them regularly, replace batteries in battery-operated units that are

not sealed, not disable or remove them, and notify Landlord in writing of any detector that is missing or not working.

18. Subletting and Assignment

Tenant may sublet the Premises or assign this Lease only with Landlord's written consent, which Landlord will not unreasonably withhold, condition, or delay. Tenant remains responsible under this Lease unless Landlord releases Tenant in writing. Landlord will not charge Tenant a fee for reviewing a request. A proposed subtenant or assignee may be asked to submit an application, and any application fee will comply with 765 ILCS 705/35.

19. Ending the Lease Early

19.1 If Tenant moves out before the end of the term without a legal right to do so, Tenant remains responsible for rent until the earlier of the end of the term or the date a new tenant begins paying rent. Landlord will make reasonable efforts to re-rent the Premises (735 ILCS 5/9-213.1) and will credit Tenant with rent received from a new tenant.

☐ Tenant may end this Lease early by giving at least _____ days' written notice, moving out by the termination date in the notice, and paying the early termination charge stated in the conditional charges table on page 1. If Tenant does so, Tenant owes rent only through that termination date and owes no other charge for ending early. The charge does not apply if Tenant ends the Lease under Section 19.2, 19.3, or 19.4, or because of Landlord's breach.

19.2 A Tenant or household member who is a victim of domestic violence, dating violence, sexual violence, or stalking may end this Lease and change the locks as provided in the Safe Homes Act (765 ILCS 750), without owing future rent as provided in that Act. The Summary of Rights for Safer Homes is attached to this Lease.

19.3 A Tenant who enters or is called to military service may end this Lease as provided in the federal Servicemembers Civil Relief Act and the Illinois Service Member Civil Relief Act.

19.4 If fire or other casualty not caused by Tenant, occupants, guests, or pets makes the Premises unfit to live in, rent abates while the Premises are unfit and either party may end this Lease by written notice, subject to any different rule in the location rider.

20. Default and Remedies

20.1 If Tenant does not pay rent when due, Landlord may serve a written demand for rent as provided in 735 ILCS 5/9-209. If Tenant breaks any other term of this Lease, Landlord may serve a written notice as provided in 735 ILCS 5/9-210. The location rider may add time or conditions.

20.2 Landlord may recover possession only through a court eviction case. Landlord will not lock Tenant out, remove doors or windows, remove Tenant's belongings, or interrupt utilities to force Tenant to leave.

20.3 Each party pays its own attorney's fees and costs in any dispute under this Lease, except where a statute or ordinance allows a court to award fees and costs.

20.4 Landlord's failure to enforce any term is not a waiver of that term. Nothing in this Lease waives any right of Tenant under law, and this Lease contains no confession of judgment and no waiver of the right to a jury trial.

21. Abandonment and Property Left Behind

Landlord may treat the Premises as abandoned only as the law and the location rider allow. Landlord will handle any personal property left after Tenant surrenders or abandons the Premises as required by law.

22. Sale of the Building

If Landlord sells or transfers the building, Landlord's obligations under this Lease pass to the new owner, who will be bound by this Lease.

23. Notices, Electronic Signatures, and Records

23.1 Notices to Landlord go to _____ and _____. Notices to Tenant go to the Premises and _____.

23.2 The parties agree to sign this Lease and its attachments electronically, and an electronic signature has the same effect as a handwritten signature. Tenant consents to receive this Lease, its attachments, and routine notices electronically. Tenant may withdraw that consent or request a free paper copy of any document at any time by notice to Landlord.

23.3 A notice that the law requires to be served in a particular way, including a demand for rent, a notice of termination, and an eviction notice, will be served as the law requires (735 ILCS 5/9-211) and not only by email.

23.4 Landlord will give Tenant a complete copy of the signed Lease and all attachments within 14 days after signing.

24. Fair Housing and Non-Retaliation

Landlord complies with federal, state, and local fair housing laws, including the Illinois Human Rights Act and the Immigrant Tenant Protection Act (765 ILCS 755). Landlord will not retaliate against Tenant for complaining in good faith to a government agency, requesting repairs, joining a tenant organization, or exercising any other legal right (Landlord Retaliation Act, 765 ILCS 721).

25. Required Disclosures and Attachments

The following documents are attached to and part of this Lease. Tenant acknowledges receiving each item checked below before signing.

- ☐ Summary of Rights for Safer Homes (Illinois Department of Human Rights), placed as the first pages of the lease package and signed by Tenant on each page (all leases)
- ☐ Location rider: ☐ Chicago (RLTO) ☐ Suburban Cook County (RTLO) ☐ Illinois
- ☐ Flood Disclosure (all leases, 765 ILCS 705/25), signed by Tenant and Landlord
- ☐ Lead-Based Paint Disclosure and EPA pamphlet (building built before 1978)
- ☐ Radon disclosure form and IEMA pamphlet (all leases)
- ☐ Security Deposit Receipt (if a deposit is collected)
- ☐ Utility Allocation Disclosure (if Landlord bills a share of a shared utility)
- ☐ Move-In and Move-Out Condition Report
- ☐ Condominium declaration, bylaws, and rules (if the Premises are a condominium unit, 765 ILCS 605/18)
- ☐ Building rules (if any)
- ☐ Chicago Disclosure Statement and City of Chicago documents listed in the Chicago rider (Chicago only)
- ☐ Cook County Disclosure Statement and RTLO Summary (suburban Cook County only)
- ☐ Other: _____

26. General Terms

26.1 This Lease, the location rider, and the attachments are the entire agreement between the parties. Changes must be in writing and signed by both parties, and no fee may be charged for a change.

26.2 If any provision is unenforceable, the rest of the Lease remains in effect.

26.3 Illinois law governs this Lease, together with any applicable county or municipal ordinance.

26.4 This Lease may be signed in counterparts and electronically.

26.5 This form is provided through Landlord's Desk software. Landlord's Desk is not a party to this Lease and does not provide legal advice to Landlord or Tenant.

Signatures

LANDLORD: _____

By	Name: Signer name	Title: Signer title	Date

☐ Signed by _____ as agent for _____. The person signing states that the owner has authorized this signature in writing.

TENANT

Signature	Name: Tenant name	Date

TENANT

Signature	Name: Tenant name	Date

TENANT

Signature	Name: Tenant name	Date

RIDER C: ILLINOIS

Premises outside the City of Chicago and outside suburban Cook County RTLO coverage

This Rider is part of the Lease for Premises not covered by Rider A or Rider B. If this Rider conflicts with the Lease, this Rider controls.

C1. Local Ordinances

If the Premises are in a municipality or county that has its own residential landlord and tenant ordinance, that ordinance also applies and controls over any conflicting term. Landlord is responsible for attaching any summary or disclosure that ordinance requires. Local ordinance attached: ☐ None applies ☐ _____.

C2. Security Deposit

(a) Landlord will give Tenant a written receipt for the deposit.

(b) Within 30 days after Tenant vacates, Landlord will deliver an itemized statement of any damage deductions with paid receipts or copies, or, if the work is not complete, with estimates, and will then deliver paid receipts or copies within 30 days after the statement. Landlord will return the deposit, less unpaid rent and properly itemized damages, within 45 days after Tenant vacates. If Landlord does not deliver the itemized statement within 30 days, Landlord will return the full deposit within 45 days. These deadlines come from the Security Deposit Return Act (765 ILCS 710), which applies to every residential landlord regardless of building size.

(c) If the building or complex has 25 or more units, Landlord will pay interest on a deposit held more than six months, at the rate required by the Security Deposit Interest Act (765 ILCS 715), within 30 days after the end of each 12-month rental period, in cash or as a credit against rent.

C3. Late Fee

The late fee stated on page 1 is a reasonable estimate of Landlord's cost from late payment and is not a penalty. It may not exceed any limit set by a local ordinance that applies to the Premises.

C4. Notice of Non-Renewal and Rent Increase

Landlord will give Tenant written notice at least 30 days before the end of the term if Landlord will not offer a renewal or will raise the rent at renewal. Either party may end a month-to-month tenancy by at least 30 days' written notice ending on the last day of a rental month (735 ILCS 5/9-207). If any local ordinance requires longer notice, the longer notice applies.

C5. No Lockouts

Landlord will recover possession only through a court eviction case and will not lock Tenant out, interrupt utilities, or remove Tenant's property.

Tenant initials: _____ Landlord initials: _____

ATTACHMENT 2: SECURITY DEPOSIT RECEIPT

Amount received	$_____
Date received	_____
Payment method	_____
Received from (Tenant)	_____
Owner of the Premises	_____
Received by (name, and agent for owner if applicable)	_____
Description of Premises	_____, Unit _____, _____, Illinois _____
Financial institution holding deposit	_____, _____

_____	_____
Signature of person receiving deposit	Date: Date received

ATTACHMENT 3: DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

(Required for housing built before 1978. 42 U.S.C. 4852d; 40 CFR 745.113; 24 CFR 35.92)

Lead Warning Statement. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial each that applies)

(a) Presence of lead-based paint and/or lead-based paint hazards:

____ (i) Known lead-based paint and/or lead-based paint hazards are present in the housing. Explain:

_____

____ (ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor:

____ (i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List documents: _____

____ (ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

____ (c) Lessee has received copies of all information listed above.

____ (d) Lessee has received the pamphlet Protect Your Family From Lead in Your Home.

Agent's Acknowledgment (initial, if an agent is involved)

____ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of the agent's responsibility to ensure compliance.

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.

Lessor	Date
Lessee	Date
Lessee	Date

Agent

Date

ATTACHMENT 4: RADON DISCLOSURE

Tenant acknowledges receiving the IEMA pamphlet Radon Guide for Tenants and the completed radon disclosure form.

Tenant

Date

ATTACHMENT 5: FLOOD DISCLOSURE

(765 ILCS 705/25)

_____ ☐ is or ☐ is not aware that the rental property is located in a FEMA Special Flood Hazard Area ("100-year floodplain"). The property has experienced flooding _____ times in the last 10 years. Even if the rental property is not in a Special Flood Hazard Area ("100-year floodplain"), the dwelling may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a dwelling is located in a flood hazard area.

_____ ☐ is or ☐ is not aware that the rental property you are renting has flooded at least once in the last 10 years. The rental property has flooded _____ times in the last 10 years. Even if the dwelling has not flooded in the last 10 years, the dwelling may still be susceptible to flooding.

Most tenant insurance policies do not cover damage or loss incurred in a flood. You are encouraged to examine your policy to determine whether you are covered. If you are not, flood insurance may be available through FEMA's National Flood Insurance Program to cover your personal property in the event of a flood. Information regarding flood risks can be found at the dnr.illinois.gov (Illinois Department of Natural Resources), fema.gov (FEMA), and ready.gov/flood (U.S. National public service).

Landlords are required to disclose the above information pursuant to Section 25 of the Landlord and Tenant Act. A landlord's failure to comply with Section 25 of the Landlord and Tenant Act shall entitle the tenant to remedies as defined in that Section.

(Tenant Signature)	(Date)
(Landlord Signature)	(Date)

ATTACHMENT 6: UTILITY ALLOCATION DISCLOSURE

(Complete only if Landlord bills Tenant a share of a utility that also serves other units or common areas. 765 ILCS 740)

Utility billed by Landlord	_____
Areas served by the shared meter	_____
How Tenant's share is calculated	_____
Billing frequency and due date	_____
How Tenant can review the provider's bills	_____

The amount billed is listed as a fee on page 1 of the Lease. Landlord will not add any administrative or service charge to Tenant's share unless that charge is also listed on page 1.

Tenant

Date

ATTACHMENT 7: MOVE-IN AND MOVE-OUT CONDITION REPORT

Note the condition of each item at move-in and move-out. Photos may be attached. There is no fee for a walk-through.

Area or item	Condition at move-in	Condition at move-out
Entry, doors, locks		
Living room (walls, floors, windows)		
Kitchen (appliances, counters, cabinets)		
Bathroom(s) (fixtures, tile, ventilation)		
Bedroom(s)		
Heating, cooling, water heater		
Smoke and carbon monoxide detectors		
Other: _____		

Move-in

_____	_____	_____
Tenant	Landlord	Date

Move-out

_____	_____	_____
Tenant	Landlord	Date