

ILLINOIS ASSOCIATION OF REALTORS

PRE-1978 HOUSING RENTAL AND LEASES DISCLOSURE OF INFORMATION

LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS

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)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

☒ 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 (check one below):

☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

☒ 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)

_____ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her 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 / /

Lessor _____ Date / / Lessee _____ Date / /

Agent _____ Date / / Agent _____ Date / /

Property Address: _____



CHICAGO ASSOCIATION OF REALTORS®
DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Apartment Leases)



RADON WARNING STATEMENT

Every tenant interested in leasing residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The landlord leasing the property has agreed to provide the tenant with any information on radon test results of the dwelling showing elevated levels of radon in the owner's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator. Tenants may also benefit from having an indoor radon test performed prior leasing any residential real property.

LANDLORD'S DISCLOSURE (initial each of the following which applies):

____/____ (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. Explain:_____

____/____ (b) Landlord has provided Tenant with all available records and reports pertaining to elevated radon concentrations within the dwelling.

____/____ (c) Landlord has no knowledge of elevated radon concentrations in the dwelling.

____/____ (d) Landlord has no records or reports pertaining to elevated radon concentrations with the dwelling.

TENANT'S ACKNOWLEDGMENT (initial each of the following which applies):

____/____ (e) Tenant has received copies of all information listed above.

____/____ (f) Tenant has received the IEMA approved Radon Disclosure Pamphlet.

AGENT'S ACKNOWLEDGMENT (initial if applicable):

____/____ (g) Agent has informed Landlord of its obligations under Illinois law, if any, to provide this Radon Disclosure.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and each party certifies, to the best of the party's knowledge, that the information the party provided is true and accurate.

Landlord's Name (print)

Landlord's Name (print)

Landlord's Signature Date

Landlord's Signature Date

Tenant's Name (print)

Tenant's Name (print)

Tenant's Signature Date

Tenant's Signature Date

Agent's Name (print)

Agent's Name (print)

Agent's Signature Date

Agent's Signature Date

PROPERTY ADDRESS: _____ UNIT: _____ CITY: _____ ZIP: _____



CHICAGO ASSOCIATION OF REALTORS®
MOLD DISCLOSURE
(For Apartment Leases)



MOLD WARNING STATEMENT

Molds, fungi, mildew, and similar organisms ("Mold Conditions") may exist in the property of which the landlord is unaware and has not actual knowledge. The Mold Conditions generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose Mold Conditions. As a result, any buyer or occupant of real property may wish to obtain an inspection specifically for Mold Conditions to more fully determine the condition of the property. Neither landlord's or tenant's agents are experts in the field of Mold Conditions and other related conditions and landlord and tenant shall not rely on their agents for information relating to such conditions. Tenants are strongly encouraged to satisfy themselves as to whether Mold Conditions exist at the property.

LANDLORD'S DISCLOSURE (initial each of the following which applies):

____/ ____ (a) The property described below **has / has not** (strike one) been previously tested for Mold Conditions.

____/ ____ (b) If the property **has** previously been tested for Mold Conditions, Mold Conditions **were / were not** (strike one) found to exist.

____/ ____ (c) If Mold Conditions **were** found to exist, answer the following:

- (1) The molds found **were / were not** (strike one) identified as toxic molds.
- (2) Measures **were / were not** (strike one) taken to remove any molds found.

TENANT'S ACKNOWLEDGMENT (initial each of the following which applies):

____/ ____ (d) Tenant has received copies of all information listed above.

____/ ____ (e) Tenant's decision to lease the property is independent of any representations made by the agents, if any, with respect to mold conditions.

AGENT'S ACKNOWLEDGMENT (initial if applicable):

____/ ____ (f) Agent has advised Landlord and Tenant to consult with a professional regarding any questions or concerns relating to Mold Conditions or this Mold Disclosure.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and each party certifies, to the best of the party's knowledge, that the information the party provided is true and accurate.

Landlord's Name (print)

Landlord's Name (print)

Landlord's Signature Date

Landlord's Signature Date

Tenant's Name (print)

Tenant's Name (print)

Tenant's Signature Date

Tenant's Signature Date

Agent's Name (print)

Agent's Name (print)

Agent's Signature Date

Agent's Signature Date

PROPERTY ADDRESS: _____ UNIT: _____ CITY: _____ ZIP: _____

CRIME-FREE HOUSING LEASE PROVISION

Prohibition Against Criminal Activity on Premises

- 1) The Tenant, any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate criminal activity on the leased premises or on Lessor's property, which includes the leased premises, at

- 2) The Tenant, any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control shall not permit the leased premises to be used for, or to facilitate, criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
- 3) The Tenant, any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate any breach of the lease agreement that jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant, or involves imminent or actual serious property damage.
- 4) The Tenant is vicariously liable for the criminal activity of any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control, whether or not the Tenant had knowledge of the activity or whether or not the household member or guest was under the Tenant's control.
- 5) One or more violations of subsections 1, 2, or 3 of this Lease Section constitute a substantial violation and a material noncompliance with the Lease. Any such violation is grounds for termination of tenancy and eviction from the leased premises. Unless otherwise required by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.
- 6) In case of conflict between the provisions of this addendum and any other provision of the lease, the provisions of this addendum shall govern.
- 7) For purposes of this Lease Section, criminal activity shall mean:
 - a) Any offense defined and prohibited by Article 9 (Homicide) of the Criminal Code of 2012, 720 ILCS 3/0-1, et seq.
 - b) Any offense defined and prohibited by Article 19 (Kidnapping and related offenses) of the Criminal Code of 2012, 720 ILCS 5/10-1, et seq.
 - c) Any offenses defined and prohibited by Article 11 (Sex Offenses), Subdivision 15 (Prostitution Offenses) of the Criminal Code of 2012, 720 ILCS 5/11-14, et seq.
 - d) Any offense defined and prohibited by Article 12 (Bodily Harm) of the Criminal Code of 2012, 720 ILCS 5/12, et seq.
 - e) Any offense defined and prohibited by Article 16 (Theft) of the Criminal Code of 2012, 720 ILCS 5/16-1, et seq.
 - f) Any offense defined and prohibited by Article 20-2 (Possession of Explosives or Incendiary Devices) of the Criminal Code of 2012, 720 ILCS 5/20-2, et seq.
 - g) Any offense defined and prohibited by Article 21-1 (Damage and Trespass to Property) of the Criminal Code of 2012, 720 ILCS 5/21-1, et seq.
 - h) Any offense defined and prohibited by Article 24 (Deadly Weapons) of the Criminal Code of 2012, 720 ILCS 5/24-1, et seq.

- i) Any offense defined and prohibited by Article 25 (Mob Action) of the Criminal Code of 2012, 720 ILCS 5/25-1, et seq.
- j) Any offense defined and prohibited by Article 26 (Disorderly Conduct) of the Criminal Code of 2012, 720 ILCS 5/26-1, et seq.
- k) Any offense defined and prohibited by Article 28 (Gambling) of the Criminal Code of 2012, 720 ILCS 28-1, et seq.
- l) Any offense defined and prohibited by Article 31 (Interference with Public Officers) of the Criminal Code of 2012, 720 ILCS 5/31-1, et seq.
- m) Any offense defined and prohibited by Section 37-1 (Maintaining Public Nuisance) of the Criminal Code of 2012, 720 ILCS 5/37-1.
- n) Any offense defined and prohibited by Section 6-16 (Prohibited Sales and Possession) or Section 6-20 (Transfer, Possession, and Consumption of Alcoholic Liquor; Restrictions) of the Liquor Control Act of 1934, 235 ILCS 5/6-16 and 5/6-20.
- o) Any offense defined and prohibited by the Cannabis Control Act, 720 ILCS 550/1, et seq.
- p) Any offense defined and prohibited by the Illinois Controlled Substances Act, 720 ILCS 570/1, et seq.
- q) Any inchoate offense defined and prohibited by Article 8 (Inchoate Offenses) of the Criminal Code of 2012, 720 ILCS 5/8-1, et seq., which is relative to the commission of any of the aforesaid principal offenses.
- r) Any offense that constitutes a felony under state or federal law or Class A misdemeanor under state law.

This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Tenant.

Tenant Signature

Date: _____

Owner/Property Manager Signature

Date: _____

Property Name/Location _____

LEASE ADDENDUM FOR DRUG-FREE HOUSING

Property Address: _____

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).

2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.

3. Resident members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.

4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise.

5. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

Resident Signature Date

Resident Signature Date

Resident Signature Date

Resident Signature Date

Resident Signature Date

Owner/Agent Signature Date