

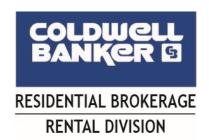
RENTAL DIVISION

Phone 1-888-FINDERS www.chicagoapartmentfinders.com

LISTING AGENT	
PHONE NUMBER	
EMAIL ADDRESS	

EXCLUSIVE RIGHT TO LEASE AGREEMENT

OWNER /	COOPERA	TING BROKER INFO	ORMATION:				Lis	st Date	Expi	ration Date	
Owner Na	me						COV	IDO ASSOCIATION /	MANA(GEMENT COMPA	NY INFORMATION:
Owner Addre	ess							Name			
C	ity		St	ate	Zip		C	Contact Name			
Cell Pho	one						Е	mail Address			
Email Addr	ess										
PROPERTY INF	ORMATION:						COND	OO FEES/DEPOSITS			
Property Addre (Range if applie							CONL	Fees		Depo	sit
Cross Str								Move-in \$		Move-in \$	
(City		St	ate	Zip			Move-out \$		Move-out \$	
Contact N	lame							Elevator \$		Elevator \$	
Contact Pl	-							\$		\$	
Neighbor							— a	n d			
Building	Style Walk	Up 2 - 3 Flat	Courtyard	4 + 1 H	Iighrise	Midrise	Single	Family Townh	nouse		
Built before	1978? yes	no no									
Unit #	Rent Price	Security Deposit	Admin Fee	Date Avail.	# Beds	# Baths	SQ FT	Vacant or Tena	ant Contact	Information (Na	me, Phone,etc.)
	\$	\$	\$							· · · · · · · · · · · · · · · · · · ·	
	\$	\$	\$								
	\$	\$	\$								
(PLEASE CHECK	ALL THAT APPLY)										
		Unit Ame	enities			Views	/Exposure	Pets			king
Balcony Dining Roo Dishwashe Eat-in Kitc Fireplace Furnished Garden Granite Kit	om Lau r Lau hen Lof No Ma Michen Opo	gh Ceilings undry in Unit undry in Building it n-Smoking rble Bath crowave en Kitchen ginal Details	Outdoor Space Patio Private Deck Rec. Room Renovated Stainless Steel A Terrace Walk-in Closet Wall to Wall Ca	HEAT: pps GFA Cent Radi Pay	e tral iator Blower		yline ty rk ke View pen View orth st	Cats Only Pet Deposit	Dogs Only Small Pets Wt Lmt bs	Valet Indoor Outdoor Street w/ Permit Street w/o Permit Assigned Heated Included in Rent yes no	_
		Building Ame	nities & Features			Utilit	ties Include	d in Rent	Owner	Fees	Deposits
Bicycle Rod Bus. Cente Common Outdoor A Courtyard Doorman	r Elevator	High Speed Internet Laundry Laundry Services		Doorman	. "	eat	yes no la yes no ves no ves		Move In Move Out Elevator	\$ \$ \$ \$ \$ \$ \$ \$	\$ \$ \$ \$ \$
TELL US ABOL	IT YOUR PLACE:				ı						



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EXCLUSIVE RIGHT TO LEASE AGREEMENT

	In consideration of both("Owner") granting to Coldwell Banker Residential Brokerage - Rental Division ("Broker") the exclusive right to lease the property described below ("Property") and Broker's agreement to use its best efforts to lease the Property, the receipt and sufficiency of such consideration is hereby acknowledged, Owner and Broker agree as follows:
	This Agreement is entered into between ("Owner") and Coldwell Banker Residential Brokerage Rental
	Division("Broker") to lease the property located at as attached and described
	in greater detail on the Exclusive Listing Agreement Fact Sheet ("ELAFS") attached hereto.
1.	EXCLUSIVE AGENCY For definition purposes established by Midwest Real Estate Data LLC ("MRED"), the Chicago Association of Realtors ("CAR"), and the Multiple Listing Service ("MLS"), this Agreement is hereby determined as Exclusive Agency. The Broker is the Exclusive Agency for the Owner. At no time may the Owner have another Agreement (either Exclusive, Open, or Non-Exclusive) with any other Broker.
2.	DESIGNATED AGENCY Owner and Broker hereby designate the individual real estate licensee(s) listed below as the Designated Agent(s) of Owner to the exclusion of all other licensees sponsored by Broker, who shall be referred to individually or collectively as Designated Agent(s). Owner acknowledges that Broker is a real estate brokerage firm and that in some cases, Broker, either through Designated Agent or through other licensees affiliated with Broker may represent prospective tenants. Owner specifically requests that the Property be submitted to all prospective tenants specifically including, without limitation, those prospective tenants represented by Broker and/or Designated Agent(s), and Owner consents to any dual agency which may be created thereby, if such prospective purchasers or tenants are represented by Designated Agent. Further, Broker agrees that it shall not disclose the confidential information of one principal to another. Designated Agent(s):
3.	TERM The term of this listing agreement ("Agreement") shall commence on the date indicated on the ELAFS and end at midnight on the 90 th full day thereafter ("Term").
4.	BROKER Broker shall provide, at a minimum, the following services: (1) Accept delivery of and present to Owner offers and counteroffers to lease Owner's property; (2) Assist Owner in developing, communicating, negotiating, and presenting offers, counteroffers until a lease is signed and all contingencies are satisfied or waived; and (3) Answer Owner's questions relating to the offers, counteroffer, notices, and contingencies; all in addition to specific services described elsewhere in this Agreement.
5.	COMMISSION Owner shall pay Broker a commission including rent on deeded parking (if any) computed as:
	<u>Lease Term</u> <u>Commission</u> Initials
	Up to 18 months 1 month's rent
	19-24 months 1.5 month's rent
	if:

- A. The Property is leased to a tenant procured by Broker, or anyone else; or
- B. Owner grants an option to lease the Property and subsequently leases the Property to the optionee whether pursuant to the terms of such option or otherwise (in which case the commission shall be due and payable upon execution of the lease of the Property); or each of such circumstances may be collectively described as a "Lease."
- C. In the event the Property is purchased by the Lessee, or an option to purchase is granted to Lessee and the Lessee should purchase the Property, whether pursuant to such option or otherwise, then in addition to a rental commission, a sales commission of two and half percent of the gross sales price shall be paid to Broker.
- D. Broker is authorized to collect prepaid rent from Tenant and apply such funds to payment of the commission at lease execution. In the event that such prepaid rent does not equal or exceed Broker's commission, Landlord shall promptly pay the unpaid balance of Broker's commission.
- E. Owner authorizes Broker to accept and to timely deposit in Broker's escrow account any prepaid rent paid by any prospective tenant, and to deduct from or apply such prepaid rent toward Broker's commission when and if such commission is earned, due, and payable. Owner hereby irrevocably assigns said funds to Broker to the extent necessary to pay such commission.

- 6. **EXPIRATION/TERMINATION** Owner agrees to pay Broker a commission computed in accordance with this Agreement if within 5 days of the expiration or termination of the Term, either Owner leases the Property to, or Owner executes a contract for the lease of the Property with, or negotiations for such a transaction either continue, resume, or commence and thereafter continue and lead to a lease of the Property to a Registered Prospect as defined below. A Registered Prospect is any party whose name appears on a list of Registered Prospects provided by Broker to Owner within 5 days of expiration of the Term of or termination of this Agreement, provided however, that such Registered Prospect has during the Term either: **(A)** toured the Property; or **(B)** expressed interest in the Property in writing; or **(C)** offered to lease the Property. If Broker fails to provide Owner a list of Registered Prospects within 5 days of the expiration of or termination of the Term, Broker shall have no further right to commission under the terms of this Section.
- 5. SHOWINGS/MLS Owner hereby authorizes Broker and its agent any suitable means possible to all show the Property. This shall be arranged primarily with Owner keeping keys with the Property Doorman or allowing the agent to place an electronic or combination lock box on the Property for the purpose of keeping a key to the Property for access by cooperating real estate agents. Owner shall hold Broker, its agents, and any Multiple Listing Service of which Broker is a participant harmless from any and all liability, claims, judgments, obligations, or demands against Broker and/or agent as a result of Owner's authorization to use a Lock Box, including, but not limited to, any and all liabilities and costs, including reasonable attorney fees incurred by Broker and/or agents as a result of this authorization, except for criminal or gross negligence on the part of the Broker and/or agents. Owner has been advised by the Broker on the safeguarding or removal of valuables now located within the Property and the need to obtain personal property insurance through Owner's insurance company. When the Property is leased, Owner acknowledges that he/she has in fact notified and advised the tenant/occupant of the foregoing and that the tenant/occupant agrees to the foregoing terms and provisions.

The apartment listing shall be posted to the MLS within 7 days of CBRD receiving this signed Exclusive Agreement.

8. MISCELLANEOUS Owner agrees:

- A. To cooperate with Broker and to refer to Broker any and all inquiries of any party interested in the Property;
- B. To conduct all negotiations for lease of the Property arising from any outside Broker through his/her designated Agent;
- **C.** To furnish possession to the Property as required by any lease;
- D. If the Property is a condominium, then no later than 15 days from the date hereof, Owner shall further to Broker a complete set of condominium documents, to include declaration and bylaws. If the Property is a cooperative, then, no later than 15 days from the date hereof, Owner shall further to Broker a complete set of cooperative documents, to include the proprietary lease or trust agreement and the bylaws. In the event the Property is a townhouse or condominium and dependent upon the condominium association's governing documents, either upon execution of this multiple listing agreement or upon acceptance of a lease application by Owner, Owner shall promptly notify the appropriate representative of the condominium association or any other applicable organization of the contemplated transaction. Owner shall furnish Lessee a statement from an authorized officer or agent of the condominium association allowing possession of the Property or any other documents required by the declaration of condominium, cooperative association, or its bylaws as a precondition to the transfer of possession;
- **E.** Broker is exclusively authorized to advertise the Property and to place a sign on the Property if in Broker's opinion, a sign would facilitate the lease of the Property;
- **F.** To provide to Broker copies of all transaction documents including without limitation lease application, lease, and required disclosures;
- **G.** That Broker has no responsibility for the management, condition, or repair of the Property;
- **H.** That Broker shall not be responsible for evaluating the credit or creditworthiness of or the ability of any prospective tenant to perform the terms of any lease;
- **I.** That Owner and its counsel (and not Broker) shall be responsible for determining the legal sufficiency of transactional documents for the lease of the Property;
- J. Owner understands and agrees that Broker may from time to time represent or assist other owners who may be interested in leasing property to renters with whom Broker has an agency relationship or with whom Broker is working. Owner consents to Broker's representation of such other owners before, during and after the expiration of this Agreement and expressly waives any claims, including, but not limited to, breach of fiduciary duty or breach of contract, based solely upon Broker's representation or assistance of other owners who may be interested in leasing property to renter with whom Broker has an agency or with whom Broker is otherwise working.
- **K.** All sums due to Broker from Owner pursuant to this Agreement shall bear interest at 9% per annum from 10 business days after the date due until paid.
- **9. AUTHORITY** Owner warrants to Broker that it is the owner of the Property. Each signatory to this Agreement warrants that it has the power and authority to sign this Agreement and to bind the party for whom it executes this Agreement.

- 10. COMPLIANCE Broker agrees to offer the Property in compliance with all applicable anti-discrimination laws, statutes, and ordinances. Owner and Broker agree to comply with all applicable federal, state, and local, laws, regulations, codes, ordinances, and administrative orders which pertain the and have jurisdiction over the parties at the Property, including without limitation, the 1964 Civil Rights Act, FIRPTA, the Comprehensive Environmental Response Compensation Act, the Americans with Disabilities Act, and all amendments thereto.
- **11. BINDING NATURE** This Agreement shall be binding upon and shall benefit each party hereto, including its heirs, successors, and assigns.
- 12. SEVERABILITY In the event that any clause or provision or other portion of this Agreement shall be determined to be unenforceable or void based on any applicable law, the remainder of this Agreement shall remain in force and continue in full force and effect.
- 13. ENTIRE AGREEMENT This Agreement shall, when executed, constitute the entire agreement between Owner and Broker and supercedes all (both oral and written) prior discussions, negotiations, and agreements. Each party represents and warrants to the other that in executing this Agreement, it is not relying on any prior or other discussions, negotiations, or agreements, except for the matters and promises explicitly contained in this Agreement. There shall be no valid or binding amendment, alteration, cancellation, or withdrawal of this Agreement unless made in writing and executed by both Owner and Broker.
- 14. FAIR HOUSING It is illegal for either the landlord or Coldwell Banker Rental Division to refuse to display or to lease to any person because of one's membership in a protected class, e.g.: race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, or any other class protected by article 3 of the Illinois Human Rights Act. Landlord and Coldwell Banker Rental Division acknowledge that they shall also be bound by the provisions of state and local (city and/or county) human rights or fair housing ordinances if any and agree to comply with the same.

PLEASE ANSWER THE FOLLOWING QUESTIONS BELOW:	
Will you accept Co-Signers? ☐ Yes ☐ No	
Is your property on the market for sale?YesNo	
Is your property in foreclosure or pending foreclosure?Yes	□No
Where will the keys be held?CBRDLockboxMgmt C	ompanyOwner
I would like CBRD to handle the lease renewal process. Lease rene	ewal fee is 25% of First month's rent. Tenant screening is 50% of First
month's rent. Yes No	
ACCEPTED:	
OWNER:	BROKER:
A(N):	Coldwell Banker Residential Brokerage - Rental Division
BY:	BY:
Its Authorized Agent	Its Authorized Agent
DATE:	DATE:
ADDRESS:	ADDRESS: Coldwell Banker Rental Division
	1457 W. Belmont Ave.
	Chicago, IL 60657
ELECTRONIC SIGNATURE:	
All parties consent to executing or accepting agreements by electr	ronic or digital means and agree (i) documents executed or accepted

PRINT NAME

agreements. Lagree . .

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in such manner shall be considered as legally binding and shall be treated as an original written, signed documents, and (ii) agree not to raise, and agree to waive, the use of electronic transmission or electronic signatures as a defense to the binding nature of such



PROPERTY ADDRESS:

CHICAGO ASSOCIATION OF REALTORS ® LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE



ZIP:

(For Apartment Leases) This Contract is Intended to be a Binding Real Estate Contract

LEAD WARNING STATEMENT

Every purchaser of any interest in or tenant planning to lease any portion of residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection of possible lead-based paint hazards may also benefit any tenant intending to lease residential real property.

paini nazaras i	nay aiso benefit any tenant in	ienaing io ie	ise residential real property.	
LANDLORD'S	S DISCLOSURE (initial each	of the follow	ving which applies):	
	(a) Landlord is / is not (st.	rike one) awa	are of the presence of any lead-based p	aint and/or lead-
based paint has	zards in the property. Explai			
based paint and	(b) Landlord <i>does / does</i> d/or lead-based paint hazards		one) have any reports and records perty.	rtaining to lead-
all available re	(c) If Landlord <i>does</i> have ports and records, including t		ports and records, Landlord has provi (list documents here):	ded Tenant with
	, ,	Ö	\	
TENANT'S AC	CKNOWLEDGMENT (initial	each of the	following which applies):	
	(d) Tenant has received cop	oies of all inf	ormation listed above.	
	(e) Tenant has received the	e pamphlet <i>F</i>	Protect Your Family From Lead in Your	· Home.
/	(f) Tenant has (check one):			
			nally agreed upon period) to conduct a ed paint and/or lead-based paint hazar	
	Waived the opportunity to based paint and/or lead-based		isk assessment or inspection for the pards.	presence of lead-
AGENT'S ACI	KNOWLEDGMENT (initial i	f applicable)	:	
lead-based pair	(g) Agent has informed Lant and/or lead-based paint haz		s obligations, if any, to disclose information or operty.	nation regarding
CERTIFICAT	ION OF ACCURACY			
	parties have reviewed the inf t the information the party pr		ove and each party certifies, to the be see and accurate.	est of the party's
Landlord's Name	e (print)		Landlord's Name (print)	
			(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Landlord's Signa	ture	Date	Landlord's Signature	Date
Tenant's Name (print)		Tenant's Name (print)	
Tenant's Signatu	ıre	Date	Tenant's Signature	Date
Agent's Name (p	rint)		Agent's Name (print)	
Agent's Signatur	e	Date	Agent's Signature	Date



CHICAGO ASSOCIATION OF REALTORS $\mbox{@}$ DISCLOSURE OF INFORMATION ON RADON HAZARDS



(For Apartment Leases)
This Contract is Intended to be a Binding Real Estate Contract

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 concentration	ions (above EPA or IEMA recommended Radon Acti	on
Level) are kno	own to be present within the dwell	lling. Explain:	<u>_</u> ;
to elevated ra	(b) Landlord has provided Ten don concentrations within the dwe	nant with all available records and reports pertainivelling.	ng
		e of elevated radon concentrations in the dwelling.	
	,,	r reports pertaining to elevated radon concentration	me
with the dwell		r reports pertaining to elevated radon concentration	1115
TENANT'S A	CKNOWLEDGMENT (initial ea	each of the following which applies):	
/	(e) Tenant has received copies of	of all information listed above.	
/	(f) Tenant has received the IEM	MA approved Radon Disclosure Pamphlet.	
AGENT'S AC	CKNOWLEDGMENT (initial if a	applicable):	
provide this R	(g) Agent has informed Land adon Disclosure.	dlord of its obligations under Illinois law, if any,	to
CERTIFICA	TION OF ACCURACY		
_	÷	nation above and each party certifies, to the best of tarty provided is true and accurate.	he
Landlord's Name	(print)	Landlord's Name (print)	
Landlord's Signat	ture Date	Landlord's Signature De	ate
Tenant's Name (p	print)	Tenant's Name (print)	
Tenant's Signatur	re Date	Tenant's Signature Da	ate
Agent's Name (pr	rint)	Agent's Name (print)	
Agent's Signature PROPERTY ADDRI		Agent's Signature D. UNIT: CITY: ZIP:	ate
THOTERT LADDRE	<u> </u>	OIII. ZII.	

CHICAGO HEATING COST DISCLOSURE FORM

SELECT ONLY ONE UTILITY				
☐ GAS HEAT	☐ ELECTRIC HEAT			
PEOPLES GAS Submit your request online or by email:	Submit your request by email or fax: Email - Preferred option (fast turnaround) Visit ComEd.com/EnergyDisclosure to			
Online - Preferred Option (fast turnaround) Visit peoplesgasdelivery.com/heatingdisclosure	Get informed and email requests OR -			
OR	Fax COMMONWEALTH EDISON Attn: Central Correspondence Group			
Email (with completed form attached) HCD@peoplesgasdelivery.com	2 Lincoln Central Correspondence Group 2 Lincoln Centre Oakbrook Terrace, IL 60181 Fax: 630.684.2692			
NOTE: Separate applications are required for Gas a above. Mail or fax the completed form to the This application is provided to you to send to Please do not mail to the Department of E	e appropriate utility company as indidcated above. the utility companies.			
Please Indicate Owner or Realtor:				
Owner/Realtor Mailing Address:				
City:State:	Zip Code:			
Owner/Realtor Tel. Number:	Owner/Realtor Fax No.:			
Name of Occupant:				
List Address and Apartmer NOTE: If dwelling has multiple addresses or is a confirst and last apartment number at the bottom	·			
Example: 111 E. 1st Street	Apt. 101 - 328			
113 E. 1st Street	Apt. 329 - 528			
ADDRESS	APARTMENT NUMBERS			
Knowing that there are legal penalties for making certify that I am the owner/agent for the property	y in question, and I hereby request disclosure of			
the projected annual average monthly cost of ele heat for the above-described dwelling units.	The security of gas which provides the only source of			



