

B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.

In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.

6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.
8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.
9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.

The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.

10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.

11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.

No person shall keep or permit more than one cat (if allowed to run at larger) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.
12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.
13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date