

MARKETING SERVICES AGREEMENT

916-918 SOUTH LOMBARD AVENUE, OAK PARK, ILLINOIS 60302

THIS MARKETING SERVICES AGREEMENT (hereinafter referred to as “Agreement”) is entered into this ____ day of _____ 2023, by and between the Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302, (“the Village”) and Berg Ross LLC, 7918 W. Cortland Street, Elmwood Park, IL 60707 (“Owner”), as owner and/or manager of the following multiple family building containing 6 dwelling units within the Village of Oak Park: 916-918 South Lombard Avenue, Oak Park, Illinois 60304 (the Village and Owner are also collectively referred to as the “Parties”).

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, and other good and valuable consideration received and to be received, it is mutually agreed by and between the Parties as follows:

1. Owner’s Agreement to Market Vacant Units

In order to promote racial diversity within the Village, the Owner(s) shall, in addition to carrying out its normal marketing efforts, list all vacant dwelling units in the above listed Oak Park building(s) with the Oak Park Regional Housing Center, the Village’s designated marketing agent (“Housing Center”).

2. Term

This Agreement is effective upon its execution and shall continue for one year ending on _____, 2024, unless earlier terminated pursuant to Section 14 below.

3. Designation of Agent

The Village has, by separate agreement, designated the Housing Center to act as its agent for the affirmative marketing efforts described in this Agreement (“Program”). The Village reserves the right to designate another agent, or to perform the services with its own forces at any time during the term of this Agreement. In such case, the Village will promptly notify the Owner of any change in its designated agent and all references in this agreement to the Housing Center will be deemed to refer to any new agent.

4. Owner's Marketing Efforts

Owner(s) may also use market the unit in addition to the marketing provided in this Agreement.

5. Non-Discrimination

Both Parties agree that this Agreement shall not be used or construed to deny any person the right to rent an apartment or to otherwise exercise their housing choice on the basis of race.

6. Definition of Vacancy

A vacant unit is defined as a unit where the lease has expired and the lessee has not renewed it.

7. Marketing of Available Units

The Village will use its best efforts to affirmatively market units in the Program. However, the Village shall at all times follow the provisions and purposes of the Village's "Incentives Ordinance" (adopted on November 5, 1984 as Ordinance Number 1984-0-68 and amended by Ordinance Number 2000-0-4A on January 27, 2000), and shall take no action which prohibits the housing choice of any person on the basis of race.

8. Tenant Screening and Referral

The Housing Center will affirmatively show units to clients which it prescreens in accordance with reasonable qualifications established by the Owner in the Owner's written authorization to begin marketing the units. However, neither the Village nor the Housing Center shall have any duties or obligations in the rental process beyond the referral of prescreened clients to the Owner or the Owner's agent. The Owner shall be responsible for credit checks, security deposits and the reasonable final determination of eligibility made in accordance with this Agreement. The Owner shall notify the Housing Center of the results of all affirmative referrals. Neither the Village nor the Housing Center will be a party to any lease entered into as a result of the services performed under this Agreement.

9. Written Lease Required

No unit may be leased without a written lease executed by the Owner(s) and the tenant. All leases shall include the Village's Model Lease Addendum in the form attached hereto as Appendix A and made a part hereof.

10. Dispute Resolution

The Housing Center shall not become involved in landlord-tenant disputes and shall refer any landlord-tenant disputes to the Village's Community Relations Division. The Village's Community Relations Department may meet with landlords and/or tenants in an attempt to resolve minor differences. Landlords and tenants are not required to mediate their disputes with the Village and may choose to initiate litigation or use any other method of dispute resolution available to them.

11. Multiple Family Dwelling Unit License Required

The Owner shall annually apply to the Village for a license to operate a multiple family dwelling unit as required by Article 3 of Chapter 12 of the Village Code. The Owner(s) shall also comply with all provisions of Chapter 13 of the Village Code including the submission of rental reports to the Village.

12. Indemnity and Hold Harmless

The Village agrees to save and hold harmless, protect and defend the Owner and the Owner's employees, servants, successors and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Owner or the Owner's agents in approving or carrying out or fulfilling the terms of this Agreement, except for the willful misconduct of the Owner or the Owner's agent, and to pay all costs of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Owner's status as a party to the Marketing Services Agreement with the Village.

The Owner agrees that the Village shall have control over litigation, administrative proceedings or other legal action, including the selection of attorneys and the settlement of any claim, suit or legal action as the Village deems appropriate, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Owner, without the prior approval of the Owner, provided further that nothing in this paragraph or agreement shall prevent the Village and the Owner from agreeing to submit the defense and/or indemnification of any matter, which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Owner or the Village.

All provisions of this Agreement requiring the Village to save and hold harmless, defend the Owner and the Owner's employees, servants, successors and other agents, and to pay all costs of any involvements in legal actions shall survive any termination of this Agreement and, if the Owner or the Owner's employees, servants, successors or other agents is or becomes involved in any proceeding or litigation by reason of the Owner having been a party of this Agreement, such provisions shall apply as if this Agreement were still in effect.

13. Agreement Non-Transferable

The Owner shall not transfer or assign its rights and obligations under this Agreement to any other party without the Village's express prior written approval.

14. Termination

If either Party fails to perform, or violates any term, covenant or stipulation of this Agreement, the other party shall have the right to terminate this Agreement by giving 30 days prior written notice of termination, which notice will specify the effective date thereof. In that event, all finished or unfinished documents, reports or other materials prepared by the Village under this Agreement shall be the property of the Village.

Notwithstanding the above, the breaching party shall not be relieved of liability to the other Party for damages sustained by virtue of any breach of the Agreement.

15. Notices

Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by email or personal service to the persons and addresses as follows or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section: Village Manager, 123 Madison Street, Oak Park, Illinois, 60302, villagemanager@oak-park.us in the case of the Village; and to Berg Ross LLC, 7918 W. Cortland Street, Elmwood Park, IL 60777, mbernardi139@yahoo.com, in the case of the Owner.

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Notice by email transmission shall be effective as of date and time of transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice

is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

16. Joint and Several Obligations

All obligations of the Owner hereunder shall be joint and several if this Agreement is executed by more than one (1) person on behalf of the Owner.

17. Counterparts; Facsimile or PDF Signature

This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

18. Binding Authority

The individuals executing this Agreement on behalf of the Owner and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

19. Effective Date

The effective date of this Agreement as reflected above shall be the last date of its execution by one of the Parties as reflected below.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the days and dates set forth below.

OWNER

SIGNATURE

PRINTED NAME

DATE: _____, 2023

SIGNATURE

PRINTED NAME

DATE: _____, 2023

VILLAGE OF OAK PARK

Kevin J. Jackson, Village Manager

DATE: _____, 2023

ATTEST:

Christina M. Waters, Village Clerk

DATE: _____, 2023

Oak Park Model Lease Addendum

Address 916-918 S Lombard Avenue, Oak Park, Illinois 60304

Unit Number _____

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.

5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - 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 known 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. **RETIALIATORY 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 708-358-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 Department located in the Village Hall at 123 Madison Street, 708-358-5405. 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)