

Notice of Intent to Sell Property

Under the Tenant Opportunity to Purchase Block (606) District Pilot Program {Mun. Code Ch.5-11}

Section I: Property Name and Description

Rental Property name: _____

Street Address: _____

City/State/Zip: _____

Number of buildings: _____ Number of Dwelling Units: _____

Number of each bedroom type within the units:

Studios: ____ 1-bedrooms: ____ 2-bedrooms: ____

3+ bedrooms: ____

Asking price of rental property: \$ _____

Tenants of this property have the right to purchase this property {Mun. Code Ch.5-11}

Where can tenants find a copy of the ordinance:

Chicago.gov/NWSPreservation

Waiver of Right of First Refusal

Do you wish to waive your Right of First Refusal as described in *Mun. 5-11 Tenant Opportunity to Purchase Block (606) District Pilot Program*? If so, please check "yes" below, sign this form, and return a copy to the property owner.

Yes

No

Tenant Name (print):

Date

Unit Number:

Section II. Summary of Tenant Rights

Notice of Sale

- For residential properties of 5 or more units, owners must provide written notice (including this posting) of any potential sale to the tenant association, or to each tenant if no association exists, and to the Department of Housing at least 60 days before listing or offering the property for sale.
- For residential properties of 4 units or fewer, owners must provide the same written notice at least 30 days prior to listing or offering the property for sale.
- If the owner receives and accepts an offer from a third party to purchase the property, the owner must promptly provide notice of the offer to the tenant association, or to each tenant, if no association exists. Any third-party purchase agreement is contingent upon the tenants' right of first refusal.

Information Provided to Tenants

- After the owner's notice of intent to sell, the tenants or the tenant association can request the following information from the owner:
 - (1) The most recent rent roll, including each unit number and the monthly rent charged for each unit;
 - (2) a list of vacant apartments, and a statement of the rental property's vacancy rate during the preceding 12 months
 - (3) the income and expense report for the 12-month period prior to the notice, including capital improvements, real property taxes and other municipal charges;
 - (4) architectural and engineering plans and specifications;
 - (5) Any third party purchase agreements and information regarding the property's financial condition

Tenants' Right of First Refusal

- For properties with 5 or more units, tenants have 90 days from the receipt of the owner's notice to form a tenant association and exercise their right of first refusal. They must provide written notice of the tenant association's existence and their intent to purchase the property, along with a deposit, to the owner and the Department of Housing.
- For properties with 4 units or fewer, tenants have 15 days from receipt of the owner's notice to form a tenant association and exercise their right of first refusal, following the same process of providing written notice and a deposits
- For properties with 5 or more units, the tenant association has 120 days from the date of notifying the owner to conduct due diligence and secure financing. For properties with 4 units or fewer, the tenant association has 45 days for the same purpose. At the end of these periods, the owner will proceed with the sale of the property to the tenants.

Tenants May Assign Right of First Refusal

- The tenant association may assign their rights to another party whether private or governmental. The tenant association shall give the owner written notice within 10 days of entering into such written agreement

Tenants' Obligation

- Property purchased by a tenant association shall be maintained as rent-restricted affordable housing for no less than 30 years.
- If the tenant association does not exercise its right of first refusal by the deadline, terminate the contract as allowed, or defaults (unless both parties mutually default), it will lose that right. In this case, the owner may sell the property to the third-party buyer specified in the purchase agreement. If the sale to that buyer does not go through for any reason, or if there are significant changes to the sale terms, the tenant association's right of first refusal will be reinstated.

Owner Prohibitions

- The owner may not require the tenant association to prove financial ability before entering into a contract
- The owner shall not request, and a tenant may not grant, a waiver of this right of first refusal.
- The owner may not require the tenant association to pay a deposit of more than 5% of the contract sales price before entering into a contract. The owner must refund the deposit in the event of a good faith failure of the tenant association.

Non- Disturbance of Tenants

- An owner shall not disturb any tenancy, other than for a just cause eviction, during the time periods set forth in these rules
- If the tenant association waives its right of first refusal and the owner sells the property to a third-party purchaser, then the purchaser shall allow current tenants to remain in their respective dwelling until the longer of six months from the effective date of sale or until each tenant's lease expires. The purchaser may relocate such tenants to comparable units with comparable rents

In the Event of An Owner Violation

- Owner will be fined \$200-\$1000 per day for each offense. Each day that a violation continues is a separate offense to which a separate fine will apply

Tenant Remedy

- Any aggrieved person, including but not limited to any tenant or tenant association, may enforce this ordinance by means of civil action.

Section III. Building Owner's Information

Name and address of each owner of rental property Add additional sheets if necessary. Mark any extra contact blocks: "N/A".

Name: _____

Street Address: _____

City/State/Zip: _____

Telephone Number: _____

Name: _____

Street Address: _____

City/State/Zip: _____

Telephone Number: _____

Name: _____

Street Address: _____

City/State/Zip: _____

Telephone Number: _____

Name: _____

Street Address: _____

City/State/Zip: _____

Telephone Number: _____

Owner Statement of Intent to Sell

I, _____ attest that I am the legal owner of the rental property located at _____ and that the above information is true, correct, and complete to the best of my knowledge.

This notice serves as my statement of intent to sell the rental property located at _____ as described in the attached notices and disclosures.

Signature: _____

Name (print): _____

Date: _____

Notary Signature: _____

Notary name (print): _____

Date: _____

[SEAL]