

SAFETY-FIRST GUIDLINES AND APPLICATION

ASSISTANCE AVAILABLE:

Eligible City of Aurora homeowners may receive a 0% interest loan for up to up to \$4,999.00 for emergency home improvements to correct emergency or life and safety hazards in their home.

Although The Neighbor Project administers this program, the program is funded by the City of Aurora. Homeowners who participate in the Program will be required to sign an agreement with the City of Aurora. In order to receive funds, all improvements need to be completed, verified by a follow-up inspection The Neighbor Project and validated with detailed receipts within six months following the date of program agreement execution.

This is a non-forgivable, 0% interest loan program. To participate in the program, the homeowner will agree to the following:

1. A lien (second trust deed) for the cost of the repair to be attached to his/her property, and deed restrictions for homeownership and property until such time as the homeowner no longer owns or occupies the property or refinances and takes cash out.
2. If all Program conditions are met, the lien will be released, and all covenants will re-convey upon property transfer.
3. If the property owner does not elect to live in the home as an owner occupant following project completion, or sells the home, the loan amount will be immediately due and payable to the City of Aurora.

Provided that all Program conditions are met, a participating homeowner may also re-pay the loan early and without penalty.

ELIGIBLE SAFETY-RELATED REPAIRS ARE LIMITED TO:

- Furnace repair or replacement
- Plumbing improvements
- Porch repairs
- Electrical upgrades
- Roof repairs or replacement

APPLICANT ELIGIBILITY:

- Applicants must complete a detailed application form providing information and allowing income and ownership verification.
- Applicants must allow an inspection of the entire property both before and after the work is done
- Property must be located within the City of Aurora city limits.
- Property must be a single-family residence **AND** owner-occupied.
- The structure must comply with the proper zoning standards for the parcel of land, and cannot be located within a flood plain zone.
- The structure must have a clear title. Clear title is defined for the program to be one, which states clearly who the property owner is. Examples of an unclear title which may be reason for denial include but are not limited to the following: excessive liens, ownership that is subject to change due to tax sale, contract purchaser, etc.
- Applicants must have a household income less than 80% of median family income (see HUD Guidelines below).

Household 2018 Income Limits, per HUD Guidelines (June 1, 2018)

Family Size	1	2	3	4	5	6	7	8
Income Limit	\$47,400	\$54,200	\$60,950	\$67,700	\$73,150	\$78,550	\$83,950	\$89,400

Failure of the applicant to abide by these criteria and qualifications is grounds for termination of eligibility and The Neighbor Project may request that any financial assistance already provided be immediately repaid in full with interest.

If you have received assistance from Joseph Corporation n/k/a The Neighbor Project or the City of Aurora Division of Neighborhood Redevelopment (either as down payment assistance or home repair assistance), or Rebuilding Together Aurora, for housing repairs within the last 3 years or 36 months you are not eligible for the Safety-First program. The 36 month period is counted from the date of the payment of the repairs. Once you have exceeded the 3 years or 36 months you may re-apply for assistance.

APPLICANT CHECKLIST:

The following items MUST be submitted in order to apply; applications without the following items will automatically be denied, due to lack of information. If your application is approved, you will be required to sign a program agreement which includes a lien against your property for the value of assistance.

The property must remain owner- occupied. If the property will not be owner occupied, or the home sells, the loan amount will be immediately due and payable to the City of Aurora.

- Completed Safety-First Application** with signatures;
- Proof of ownership** by one of the following sources: **Title, Deed, Warranty Deed, Quit Claim Deed** (*Insurance Paperwork or Mortgage does NOT qualify as sufficient documentation*); if you do not have a copy of your Deed, you may contact the Kane County Recorder of Deeds Office for a copy. They are located at 719 South Batavia Avenue; Building C; in Geneva, IL 60134; phone #: 630-232-5935.
- Proof of Homeowner Insurance Policy
- CURRENT** Mortgage Statement. Applicants must be up-to-date on payments.
- CURRENT** Electric or Gas Receipt, with the name of the owner/applicant on it.
- Proof of household income **for all household members 18 years and older**. **The following documentation is required (provide copies – do not provide original documents):**
 - Copy of W2 forms for the most recent year (2016) for **ALL** household members who file; the W2 forms are a part of the income tax packet when you do your taxes.
 - Copy of tax returns for the most recent year (2016) (if you do not have a copy or do not file, please request a transcript directly from the IRS for submittal with your application - **IRS Form 4506-T** – official IRS documentation is **required**, please be sure you send your IRS Form 4506-T to the proper address on the back of the page);
 - Copy of income documentation from **all income sources**. This includes copies of award letters from income sources, such as :
 - 1) Social Security – Letter that states how much each person receives
 - 2) Public Aid – Letter that states how much each person receives
 - 3) Retirement and / or Pension Benefits – Letter that states how much each person receives
 - 4) Unemployment Compensation, Child Support, Rental Income, etc.) – Letter that states how much each person receives, or copy of rental contract or letter from tenant stating rent amount
 - ALSO, two months of employment documentation (paycheck stubs) for all employed household members must be submitted**. Most RECENT Paycheck stubs for the last two months for all employed.
- Picture Identification/Driver's License **for all household members over age 18**.

PLEASE DOUBLE-CHECK TO BE SURE YOU HAVE INCLUDED EVERYTHING LISTED ABOVE.

THE NEIGHBOR PROJECT SAFETY-FIRST APPLICATION		
Applicant Information		
Name:		
Date of birth:	SSN:	Phone:
Current address:		
City:	State:	ZIP Code:
How much paid at purchase:	Monthly payment:	How long at property?
Employment Information		
Current employer (If more than one employer use extra sheets if necessary):		
Employer address:		How long?
Phone:	E-mail:	Fax:
City:	State:	ZIP Code:
Position:	Hourly Salary:	Annual income:
Reason for Application		
Describe necessary repairs:		
Spouse Information		
Name:		
Date of birth:	SSN:	Phone:
Spouse Employment Information		
Current employer:		
Employer address:		How long?
Phone:	E-mail:	Fax:
City:	State:	ZIP Code:
Position:	Hourly Salary:	Annual income:
List All Members of the Household (Use Extra sheets as necessary)		
Name	Relationship	Age

Signatures	
<p>By my signature, I hereby allow The Neighbor Project to verify all the information given on this Safety-First Program Application. This means that The Neighbor Project may contact my employers, banks and other savings institutions, the Social Security Administration, Public Aid, and any other sources from which my household receives either earned or unearned income.</p> <p>I certify that all statements made on this application are true and correct to the best of my knowledge and belief. I understand that any willful misstatement of material fact will be grounds for disqualification.</p> <p>I have read, or have had explained to me, the following guidelines under which assistance is provided, and accept the provisions therein.</p> <p>I agree to defend, indemnify and hold harmless, the City of Aurora, its official, commissioners and employees from liability and claim for any damages. I agree to defend, indemnify and hold harmless, The Neighbor Project, its official, commissioners and employees from liability and claim for any damages. I understand the conditions set forth in this application, and I agree to abide by them. I declare under penalty of perjury that the statements I have made in this application are true and correct.</p>	
Signature of applicant:	Date:
Signature of spouse:	Date:

FOR OFFICE USE ONLY								
FHH: _____ AMI: _____ LBP Pamphlet given: _____ 2018 HUD Income Limits (6/1/18)								
	Household of 1 people	Household of 2 people	Household of 3 people	Household of 4 people	Household of 5 people	Household of 6 people	Household of 7 people	Household of 8 people
30% of AMI	\$17,800	\$20,350	\$22,900	\$25,400	\$29,420	\$33,740	\$38,060	\$42,380
50% of AMI	\$29,650	\$33,850	\$38,100	\$42,300	\$45,700	\$49,100	\$52,500	\$55,850
80% of AMI	\$47,400	\$54,200	\$60,950	\$67,700	\$73,150	\$78,550	\$83,950	\$89,400
More than 80% AMI	More than \$47,400	More than \$54,200	More than \$60,950	More than \$67,700	More than \$73,150	More than \$78,550	More than \$83,950	More than \$89,400

CITY OF AURORA
REQUEST FOR USE OF SOCIAL SECURITY NUMBER

Why do we collect your Social Security Number?

The Illinois Identity Protection Act, 5 ILCS 179/1 *et seq.*, requires local governments to implement an Identity Protection Policy that includes a statement of the purpose for requesting and using an individual’s Social Security Number (SSN).

What is the purpose of this request for your Social Security Number?

You are being asked for your SSN for one or more of the following reasons:
[Identify specific purpose(s) appropriate for the City of Aurora]

- Court order or subpoena;
- Law enforcement investigation;
- Debt collection;
- Internal verification;
- Administrative purposes; and/or
- Other: Safety-First

What do we do with your Social Security Number?

We will only use your SSN for the purpose for which it was collected. We will **not**:

- Sell, lease, loan, trade, or rent your SSN to a third party for any purpose;
- Publicly post or publicly display your SSN;
- Print your SSN on any card required for you to access our services;
- Require you to transmit your SSN over the internet, unless the connection is secure or your SSN is encrypted; or
- Print your SSN on any materials that are mailed to you, unless State or Federal law requires that number to be on documents mailed to you, or unless we are confirming the accuracy of your SSN.

Name: (print) _____

Signature: _____

Date: _____

Questions, concerns or complaints may be directed to:

City of Aurora, Neighborhood Redevelopment Division, 51 E. Galena Blvd, Aurora, Illinois 60505 (630) 256-3320

What is your family status?

- Head of Household/Spouse is 62 years or older
- Head of Household/Spouse is disabled
- None of the above

What is your head of household?

- Female
- Male

What would you consider your Ethnicity?

- Hispanic or Latino
- Not Hispanic or Latino

What would you consider your Race?

- White
- Black/African American
- Asian
- American Indian/Alaska Native
- Native Hawaiian/Other Pacific Islander
- American Indian/Alaska Native **AND** White

- American Indian/Alaska Native **AND** White
- Asian **AND** White
- Black/African American **AND** White
- American Indian/Alaska Native **AND** Black/African American
- Other

SAFETY-FIRST PROGRAM
PERSONAL SPENDING PLAN

A. MONTHLY INCOME (NET)

*Full-time Employment #1: \$ _____
 **Full-time Employment #2: \$ _____
 *Part-time Employment #1: \$ _____
 **Part-time Employment #2: \$ _____
 Unemployment Benefits: \$ _____
 Social Security Benefits: \$ _____
 Disability Benefits: \$ _____
 Retirement Benefits: \$ _____
 T.A.N.F.: \$ _____
 General Assistance: \$ _____
 Alimony / Child Support: \$ _____
 Gifts / Contributions: \$ _____
 Other: \$ _____
TOTAL MONTHLY INCOME: \$ _____

B. HOUSING EXPENSES

Rent/Mortgage: \$ _____ / _____
 2nd Mortgage/HOA \$ _____ / _____

UTILITIES

Light: \$ _____
 Gas: \$ _____
 Water: \$ _____
 Garbage: \$ _____
 Phone/Internet/Cable: \$ _____
 Cell Phone: \$ _____
 Groceries: \$ _____

TRANSPORTATION

Tolls, Buses, Trains: \$ _____
 Gasoline: \$ _____
 Car Repairs/Maint. \$ _____

INSURANCE

Auto Insurance: \$ _____
 Medical/Dental: \$ _____
 Life: \$ _____
 Home: \$ _____

Child/Dependent Care: \$ _____
 Alimony/Child Support: \$ _____

Medical Expenses (non-insured): \$ _____

Clothing/Dry Cleaning \$ _____
 Home Repairs/Maintenance: \$ _____
 Personal/Grooming: \$ _____
 Entertainment: \$ _____
 Health Club: \$ _____
 Church: \$ _____
 Other: \$ _____
 Other: \$ _____
 Other: \$ _____

TOTAL MONTHLY EXPENSES: \$ _____

C. LONG TERM DEBTS

CREDITOR	MONTHLY PAYMENTS	BALANCE DUE
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

D. SUMMARY OF FINANCIAL CONDITION

Total Monthly Income: \$ _____
 Total Monthly Expenses: \$ _____
 Total Long-Term Debt: \$ _____
 Surplus (Deficit) Total: \$ _____

E. SAVINGS

Savings Balance: \$ _____
 Amount Saved This Month: \$ _____
 Total Amount Saved: \$ _____

Client Signature

____/____/____
Date

Co-Client Signature

____/____/____
Date

* - Client

** - Co-Client

SAFETY-FIRST PROGRAM
OBSTACLES/CORRECTIVE ACTION PLAN

Client Name: _____
Daytime Phone: (____) _____ Evening Phone: (____) _____

Co-Client Name: _____
Daytime Phone: (____) _____ Evening Phone: (____) _____

OBSTACLES/ISSUES TO OVERCOME

1. Complete application in a timely manner.
2. Gathering all initial documents requested and submitting copies (single sided) to The Neighbor Project.
3. Maintaining contact with The Neighbor Project as to status and additional documents requested.
4. _____

Client Signature: _____ Date: ____/____/____
Co-Client Signature: _____ Date: ____/____/____

STRATEGIES TO ASSIST IN ACHIEVING GOALS

1. Any application questions contact The Neighbor Project.
2. Any document questions contact The Neighbor Project.
3. Any questions regarding status, contractor, etc. contact The Neighbor Project.
4. _____

FIRST TASKS ASSIGNED TO CLIENT

1. Completing the application and gathering the backup documents and submit to The Neighbor Project office my mail or drop off at office. **NO FAXES ARE ACCEPTED.**
2. Checking email for correspondence daily.
3. _____

Client Signature: _____ Date: ____/____/____
Co-Client Signature: _____ Date: ____/____/____
Counselor Signature: _____ Date: ____/____/____

HOUSING COUNSELING SERVICES DISCLOSURE

Purpose of Pre-Purchase Housing Counseling. I/We understand that the purpose of the housing counseling service is to provide one-on-one counseling to help Clients address those problems that prevent affordable mortgage financing. I/we understand as a client I/we am/are required to first attend a workshop in person or online that explains the pre-purchasing process, importance of home inspections, and loan options. The counselor will analyze my/our financial and credit situation, identify those barriers preventing me/us from obtaining affordable mortgage financing, and develop a plan to remove those barriers. The counselor will also provide assistance in debt-load management with the preparation of a monthly and manageable budget plan. I/We further understand that it will not be the responsibility of the counselor to fix the problem for me/us but rather to provide guidance and education to empower me/us in fixing those issues preventing affordable mortgage financing.

- ***Mortgage Financing Assistance.*** Upon completion of the housing counseling service, I/we understand that the counselor will help to identify those loan programs that best meet my/our needs and choose a lender that is right for me/us. Upon completion of the service, and with my/our permission, my/our Client information will be transferred to my/our selected lender. I/We understand that the counselor will monitor my/our loan progress to ensure the loan process runs smoothly and provide assistance as needed. I/We understand that the counseling agency does not guarantee that I/we will receive mortgage financing from the chosen lender.

Purpose of Mortgage Delinquency and Default Resolution Counseling.

I/We understand this housing counseling allows me to work with a housing counselor and determine what mortgage solutions may be available to me/us. I/We understand as a client I am required to first attend a workshop in person or online that explains all foreclosure options and the timelines for the State of Illinois. At my/our one-on-one meeting with a counselor, I/We will discuss my/our personal situation(s). The counselor will review my/our employment, income, debt, and any current issues to help create a budget and action plan. The counselor will work with me/us to create and submit a workout solution to the lender/servicer and provide follow up and negotiations as necessary. The counselor will review the terms of the resolution with me/us and after I/we have been informed I/we will determine the course of action for myself/ourselves.

Purpose of Home Improvement and Rehabilitation Counseling.

I/We understand this housing counseling allows me to work with a housing counselor and determine what mortgage assists, refinancing, and/or rehab products may be available to me. I/We understand as a client I/we am required to first attend a workshop that explains all post-purchase issues. At my/our one-on-one meeting with a counselor to discuss my/our personal situation(s), the counselor will review my/our employment, income, debt, housing needs and any current issues to help create a budget and action plan. I/We will be made aware of other resources available to help with home repairs and other possible financial assistance programs for homeowners. If necessary, I/we may be referred to other agencies for services. Budgeting for the costs of home maintenance, home insurance, city ordinances, and foreclosure prevention are discussed, and the counselor will provide

information on grants and or loan products as necessary. The counselor also provides information on avoiding scams that may cause the me/us to lose my/our home.

Purpose of Financial Management/Budget Counseling.

I/we understand that as a client I/we will be required to attend a workshop that provides an overview on various topics: Personal Spending Plan, Savings - Creating and Maintaining, Personal Goal Setting, Borrowing Basics, Understanding and Establishing, Credit, Checking, Savings, Debit and Credit Cards, Homeownership vs. Renting, Investing, Insurance, and Asset Management. At my/our one-on-one meeting financial topics and resources will be provided to help me/us prepare to become economically self-sufficient. I/we will discuss long/short-term financial stability, how I/we can reach my/our financial goals and build long-term wealth for myself/ourselves and my/our family. I/We will help develop an action plan, listing required steps, assign who is responsible for completing each step, and completion due dates. The action plan is signed by me/us and the counselor and I am given a copy for my records.

Eligible Criteria. I/We understand that the counseling agency provides housing counseling assistance to Clients whose problems can be resolved in 24 months or less. I/We understand that if it is determined my/our issues will take longer than 24 months to fix, I will be referred to a long-term housing counseling service.

Client's Responsibility. I/We understand that it is our responsibility to work in conjunction with the counseling process and that failure to cooperate will result in the discontinuation of my counseling program. This includes but is not limited to missing THREE (3) consecutive appointments OR non-communication with the counselor within a NINETY (90) day period.

MY PERSONAL INFORMATION AND COUNSELING SERVICES:

By signing this form, I agree to share my personal, financial, and other private information. Signing this form also allows lenders and The Neighbor Project to discuss my accounts, credit, and finances, and to share my nonpublic personal information, described in the Privacy Policy provided with this authorization.

I understand that funders provide grants to make the counseling services possible, and that The Neighbor Project shares my information with these funders. These funders review The Neighbor Project's files, including my file, and may contact me to evaluate the counseling services that I receive.

I authorize my Counselor and The Neighbor Project to negotiate for me. The counseling services are offered free of charge, and neither the Counselor nor The Neighbor Project guarantees any result or outcome. I may be referred to other housing agencies for their services. I am not obligated to accept services or products from The Neighbor Project, its partners, or any organization I am referred to.

I understand that my Counselor cannot offer me legal or other professional advice or representation. If I need legal or other professional services I can ask my Counselor for information about referral services.

COUNSELING SERVICES CHECKLIST

Client must initial all items that are applicable

- I have been verbally advised of the fee schedule, if any, prior to services being provided. _____
- I understand that the counselor will discuss my budget with me and I will receive a copy of my Budget. _____
- I understand that the counselor will discuss my Action Plan with me and I will receive a copy of my Action Plan. _____
- I understand the counselor will explain the next steps needed to reach my financial goal to my satisfaction. _____

- | | | | |
|------------------------------------|-------|--|-------|
| Homebuyer Counseling | _____ | Homebuyer Education | _____ |
| Homeowner Counseling | _____ | Homeowner Education | _____ |
| Delinquency and Default Counseling | _____ | Delinquency and Default Education | _____ |
| Reverse Mortgage Counseling | _____ | Fair Housing Education | _____ |
| Tenant Counseling | _____ | Homelessness and Displacement Counseling | _____ |

~~I want to buy a home within SIX (6) months~~ _____ **OR** ~~I want to buy a home not within the SI~~

Other programs, services or products: XX Safety-First Program / Post Purchase

For Pre-Purchase Clients only:

~~I have received the HUD forms: "Ten Important Questions to Ask Your Home Inspector" & "For Your Protection: Get a Home Inspection"~~ _____

PRIVACY POLICY

The Neighbor Project respects the privacy of the people that come to us for assistance. We understand that the matters you discuss with us are very personal. All spoken and written information shared with us will be managed with our legal and ethical obligations to you taken into consideration. We will not sell your personal information and we only share it to provide you with counseling services.

Your "nonpublic personal information" (including total debt information, income, living expenses, and personal information concerning your financial circumstances) will be shared with creditors, funders, and others only after you sign the Counseling Services Authorization. We may also collect, use, and share anonymous aggregated case file information to evaluate our services, to gather valuable research information, and to design future programs.

TYPES OF INFORMATION THAT WE GATHER ABOUT YOU:

- Spoken or written information on applications and other documents, such as your name, address, social security number, assets, and income;
- Information about your transactions with us, your creditors, or others, such as your account balance, payment history, parties to transactions and credit card usage; and
- Information we receive from a credit reporting agency, such as your credit history.

YOU MAY OPT-OUT IF YOU DO NOT WANT US TO SHARE YOUR INFORMATION:

- You may "opt-out" to prevent the disclosure of your nonpublic personal information to third parties (such as your creditors).
- If you opt-out we cannot share your nonpublic information and we cannot answer questions from your creditors. We need to share your information to provide you with most services.
- You may opt-out at any time by calling The Neighbor Project.

HOW WE USE YOUR INFORMATION:

- If you do not opt-out we may share information that we collect about you with your creditors or others if we think it would be helpful to you, would help us counsel you, or when required by funders that make our services possible.
- We may share information about you to anyone as permitted or as required by law (e.g., if a Court requires us to provide it with documents).
- Within our organization, we restrict access to your information to those employees who need to know that information to provide services to you. We maintain physical, electronic, and procedural safeguards to protect your information as required by federal and state law.

CLIENT CONFLICT OF INTEREST DISCLOSURE

Agency Conduct: No The Neighbor Project employee, officer, director, contractor, volunteer, or agent shall undertake any action that might result in, or create the appearance of, administering counseling operations for personal or private gain, provide preferential treatment for any person or organization, or engage in conduct that will compromise our agency's compliance with federal regulations and our commitment to serving the best interests of our clients.

Agency Relationships, Alternative Services, Programs, and Products & Client Freedom of Choice: From time to time, The Neighbor Project makes Clients aware of products and/or services that we believe offer good value. These products and/or services might be available directly from The Neighbor Project, from lenders, developers, or other agencies with which The Neighbor Project has a working relationship. You are under no obligation to use the products and/or services identified by The Neighbor Project, whether from us or from industry partners. Please understand that you are free to choose any lender, lending/financing product or property, from any entity, regardless of the recommendations made by The Neighbor Project

representative, and still participate in our counseling program. It is your right and responsibility to decide whether to engage in any course of counseling with The Neighbor Project, and to determine whether the counseling is suitable for you. The individualized action plan and direction of our counseling sessions will be based on the case management plan that we will develop together. The means to accomplish the outcomes and goals of your plan will evolve mutually between us and should be reviewed regularly during our counseling sessions. Additionally, you are under no obligation to obtain a mortgage or purchase a home and have the option to terminate the counseling program at any time for any reason.

List of current partners and supporters of The Neighbor Project: Associated Bank, Bank of America, BBMC Mortgage, BMO Harris Bank, City of Aurora, Dunham Foundation, Emmanuel House, Everlasting Word Church, First Midwest Bank, IHDA, First National Bank, Two Rivers Head Start Agency-Kane County, Kane County 16th Judicial Court, Diamond Residential Mortgage Corp, Guaranteed Rate, Leader One Financial Corporation, NeighborWorks America®, Quad County Urban Leagues, United Way, Kane County Riverboat Fund.

Errors and Omissions and Disclaimer of Liability: I/we agree The Neighbor Project, its employees, agents, and directors are not liable for any claims and causes of action arising from errors or omissions by such parties, or related to my participation in The Neighbor Project's counseling; and I hereby release and waive all claims of action against The Neighbor Project and its affiliates. I have read this document, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. If any provision of this document is unenforceable, it shall be modified to the extent necessary to make the provision valid and binding, and the remainder of this document shall remain enforceable to the full extent allowed by law.

Quality Assurance: In order to assess client satisfaction and in compliance with grant funding requirements, The Neighbor Project, or one of its partners, may contact you during or after the completion of your housing counseling service. You may be requested to complete a survey asking you to evaluate your client experience. Your survey data may be confidentially shared with The Neighbor Project grantors such as HUD, NeighborWorks America, United Way, etc.

Client Authorization:

By signing below, I authorize my employers, lenders, creditors, servicers, and others to share personal and financial information with my Counselor and The Neighbor Project. I authorize my Counselor and The Neighbor Project to collect information about my accounts and to share this information with others, including funders, as needed to provide counseling services, to seek assistance from programs, or for related products and services. I authorize funders to contact me to evaluate programs that I participate in.

I/We have reviewed the above and accept and agree to the above stated Conflict of Interest and Disclosure Policy. Every Client is required to sign this statement, indicating they have read and understand its contents.

I/We, _____ and _____, certify that I/we have read and understand the above statement. Any questions I/we may have had were previously discussed with my/our counselor and answered to my/our satisfaction. I/We have been provided with a copy of this disclosure statement.

Client Signature

____/____/_____
Date

Co-Client Signature

____/____/_____
Date

Counselor Signature

____/____/_____
Date

FAIR HOUSING LAW

Has A Landlord Discriminated Against You and What Can You Do About It?

Funded in part through a grant from the U.S. Department of Housing and Urban Development

Two laws make it illegal for a landlord to discriminate against you, based on certain of your personal traits or qualities, when you rent or try to rent a place to live. They are the federal Fair Housing Act and the Illinois Human Rights Act. These laws identify those personal traits or qualities and specify what conduct is unlawful housing discrimination. They also have provisions that let you complain about such conduct and possibly help you to get some relief or an award of damages for what happened to you. We explain in more detail below.

What Personal Traits or Qualities Cannot Be A Basis for Discrimination?

It is not necessarily illegal for a landlord to treat different tenants differently. But in virtually any housing-related matter, it is illegal for a landlord to treat tenants differently because of one or more of the following personal traits or qualities:

- race • national origin
- color • disability
- religion • familial status
- sex

“*Familial status*” applies if you are a parent or other person with legal custody of minor children who live with you. Familial status also applies to any person who is pregnant or is in the process of securing legal custody of a minor child.

The Illinois Human Rights Act also prohibits discrimination in housing based upon ancestry, age, military status, marital status, sexual orientation or Order of Protection status.

Some cities or towns have their own fair housing laws that may prohibit other bases of discrimination, such as source of income or Vietnam veteran status.

What Kinds of Conduct Are Illegal Housing Discrimination?

Generally, the above laws cover most kinds of housing transactions, including rentals. However, the law does not apply to certain landlords, who are considered “exempt.” One such exemption applies to buildings the owner lives in, if there are four apartments or less in the building. Also, when an organization or private club provides housing, it can lawfully limit occupancy to its members only. Furthermore, housing that is designated as housing strictly for older persons can refuse to rent to families with children.

Most landlords are not exempt and must comply with these laws. There are many ways that these landlords can discriminate in a rental situation, if the discrimination is based on one or more of the above personal traits or qualities. For example, it is illegal for a landlord to:

Refuse to rent to you or refuse to negotiate for a rental.

Example:

A management company fails to call back persons with ethnic accents.

Make an apartment more difficult to obtain.

Examples:

1) *A landlord requires credit checks only of his minority applicants.*

2) *A landlord fails to provide a minority applicant with the necessary information to apply to become a tenant, or delays in providing that information, and in this way discourages his or her application.*

-2- PRAIRIE STATE LEGAL SERVICES – www.pslegal.org

Mislead you as to the availability of a rental unit.

Examples:

1) A landlord has available apartments, but tells a African-American person inquiring into apartment availability that all apartments are taken.

2) A management company fails to show you certain rental properties because it doesn't want children living there, or "steers" you only to certain neighborhoods.

Have terms in the lease or put conditions on renting that the landlord does not have for more favored groups of persons.

Examples:

1) A landlord charges a minority tenant more in rent or for a security deposit than he charges to a white tenant for the same apartment.

2) A landlord evicts a tenant because he has guests who are Hispanic.

Engage in sexual harassment.

Examples:

1) A landlord offers a reduction in rent in return for sexual favors.

2) A landlord makes sexual advances or demands upon a tenant, by touching her in a sexual way or by otherwise harassing her because of her sex.

Discriminate in the privileges, services or facilities provided at the apartment building or complex.

Examples:

1) A landlord refuses to allow a person with a disability to use the swimming pool in an apartment complex where the pool is open to all other tenants.

2) A landlord fails to make repairs or delays the repairs because a tenant is Hispanic.

Discriminate in advertising for the apartment.

Example:

An ad indicates a preference or an objection to a certain group by including the phrase "no wheelchairs" or "no children."

Threaten, coerce, intimidate, or interfere with anyone exercising a fair housing right or assisting others who are exercising that right.

Example:

A landlord attempts to evict a tenant because he filed a fair housing complaint against him.

What Additional Rights Do People with Disabilities Have?

The above laws protect people with disabilities from discrimination only if the person's physical or mental condition meets the legal definition of disability or "handicap." Not all impairments necessarily meet this definition. In general, these terms refer to a person who: a) has a physical or mental impairment which substantially hinders or impairs one or more of his or her **major life activities**; or b) has a record of such an impairment; or c) is regarded as having such an impairment.

Examples of major life activities:

Caring for yourself, walking, seeing, hearing, speaking, breathing, learning, working, bathing, dressing, eating, interacting with others, reading, sitting, standing, sleeping, thinking and concentrating.

You may need a lawyer to help you make this determination or to establish that you have a disability. These laws give persons with disabilities additional rights. The violation of any of these rights is considered housing discrimination:

With certain exceptions, a landlord cannot legally ask whether you have a "handicap," or its nature or severity.

Example:

A public housing authority violates the law by using an application form that asks about handicaps and requires all applicants to sign medical record release forms.

The right to have a guide, hearing or support dog.

Example:

A support dog is for a person who needs stability and momentum while walking.

The right to make reasonable modifications to places they rent, if those modifications are necessary to let them use or enjoy the premises.

Generally, landlords are not required to pay for these modifications, but they must allow them to be made at the expense of the tenant. If the building was financed with federal funds, however, the landlord must usually pay for the modifications. PRAIRIE STATE LEGAL SERVICES – www.pslegal.org

Examples of modifications:

Installation of a flashing light to enable a person with a hearing impairment to see that someone is ringing the door bell; the construction of a ramp to enable a person in a wheel chair to enter the unit; the replacement of door knobs with lever handles for a person with severe arthritis.

The right to request reasonable accommodations from landlords.

This means reasonable changes or exceptions in rules, policies, practices or services, when this is necessary to allow a disabled person an equal opportunity to use or enjoy the premises.

Examples:

A landlord must reserve a parking space for a tenant with disabilities who otherwise is not entitled to one. A landlord may be required to waive guest fees that would otherwise be charged for a tenant's home health care aide or personal attendant.

The right to have certain kinds of buildings be designed and constructed so that they are readily accessible to persons with disabilities.

Federal law requires that buildings having four or more living units, first occupied after March 13, 1991, be designed and constructed so that they are readily accessible to persons with disabilities. If such a building has one or more elevators, then every unit is covered. If the building has no elevator, then only the ground floor units are covered. The law has some very specific "adaptive-design" requirements.

Examples:

Public and common areas must be accessible to persons with disabilities. Doors and hallways must be wide enough for wheelchairs. All units must have an accessible route into and through the unit; accessible light switches, electrical outlets, thermostats, and other environmental controls; reinforced bathroom walls to allow later installation of grab bars; and kitchen and bathrooms that can be used by people in wheelchairs.

Similarly, Illinois law requires that buildings having four or more stories and containing ten or more units constructed after September 25, 1985, must comply with certain accessibility standards. These standards are contained in the Illinois Accessibility Code, which can be downloaded from the Internet at www.cdb.state.il.us/download/iac.pdf.

How Can I Enforce My Rights?

If you think your rights have been violated, either the U.S. Department of Housing and Urban Development (HUD) or the Illinois Department of Human Rights (IDHR) is ready to help. You start the process by filing a complaint at either agency. At HUD, complaint forms are available over the Internet at www.hud.gov. They may also be obtained by calling or writing to the local HUD Fair Housing office at:

U.S. Department of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 W. Jackson Boulevard, Room 2101

Chicago, Illinois 60604-3507.

(312) 353-7776, extension 2453 or

(800) 765-9372; TTY: (312) 353-7143.

To make a complaint (called a "charge") at the IDHR, call them in Chicago at (312) 814-6200 or (800) 662-3942; TTY: (312) 263-1579, or in Springfield at (217) 785-5100; TTY: (217) 785-5125. Their website is www.state.il.us/dhr. To file under the law of a local city or town, you should check with your City Hall or Mayor's office to see if there is a local Fair Housing office or Human Rights Commission.

You should file a housing discrimination complaint or charge as soon as possible, but you cannot file it later than one year after the discriminatory practice occurred or ended. Be sure to tell the agency your name and address, the name and address of the person your complaint is against (the "respondent"), the address or other identification of the housing involved, a short description of the event that you believe violated your rights, and the date(s) of the violation.

If you filed your complaint with HUD, they will refer it to IDHR for investigation and will notify you of the referral. IDHR must begin work on your complaint within 30 days or HUD may take it back. The investigation can often take a long time, up to 100 days or longer. Be patient, but persistent. After an investigation, either IDHR or HUD will determine whether there is reasonable cause to believe that PRAIRIE STATE LEGAL SERVICES – www.pslegal.org

discrimination occurred. If so, there will be a conciliation conference where the agency will try to see if an agreement can be reached between you and the respondent. If not, your case will be heard at an administrative hearing, unless you or the respondent wants the case to be heard in court. Either way, there is no charge to you.

If your case goes to an administrative hearing, government attorneys will litigate the case on your behalf. You may intervene and be represented by your own attorney if you wish. After hearing all the evidence, the hearing officer will decide whether discrimination occurred. If so, the respondent can be ordered to: 1) pay you for actual damages, including humiliation, pain and suffering; 2) stop the discrimination or make the housing available to you; 3) pay the government a civil penalty to defend the public interest; and 4) pay reasonable attorney's fees and costs.

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After filing the complaint or charge, you can make an election to have the case decided in court by a judge rather than by an administrative hearing officer. If you make that election and HUD or IDHR finds there is reasonable cause to believe discrimination occurred, then either the state or the federal Attorney General (a government lawyer) will

file a suit and litigate it on your behalf. A court can order the same type of remedies as can an administrative hearing officer, but in addition, a court can order the respondent to pay punitive damages (an amount payable to you to "punish" the respondent for intentional and malicious behavior). If you choose, you can by-pass the entire procedure simply by filing your own lawsuit, at your own expense, in federal district court or state court. You must file such a lawsuit within two years of the violation. You may bring your own suit even after filing a complaint or charge with HUD or IDHR or a local agency, as long as you have not signed a conciliation agreement and a hearing or trial has not yet started. Given the complexity of filing your own suit, you should consult an attorney. If you are successful in your lawsuit, you may obtain remedies that are similar to those explained above.

Applicant Signature

Date

Co-Applicant Signature

Date

THE NEIGHBOR PROJECT HOME REPAIR GRANT

Please let this serve as authorization that I/we _____ and _____ would like to participate in THE NEIGHBOR PROJECT'S HOME REPAIR GRANT PROGRAM in conjunction with the SAFETY-FIRST PROGRAM.

I/We understand that THE NEIGHBOR PROJECT'S HOME REPAIR GRANT is a non-repayable grant which will pay up to TWO THOUSAND DOLLARS (\$2,000.00) for costs that the SAFETY-FIRST PROGRAM does not cover.

THE NEIGHBOR PROJECT will be using the same application for both programs as well as the same backup documents that I/we have supplied.

APPLICANT SIGNATURE

DATE

CO-APPLICANT SIGNATURE

DATE

BRETT D. CAMPBELL
The Neighbor Project

DATE