

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

KEEP CHICAGO LIVABLE, an)	
Illinois not-for-profit corporation, and)	
BENJAMIN THOMAS WOLF,)	NO. 1: 16-cv-10371
SUSAN MALLER, DANIELLE)	
MCCARRON, ANTOINETTE)	
WONSEY, MONICA WOLF and JOHN)	
DOE, individuals,)	
)	Hon. Judge Sara Ellis
Plaintiffs,)	
)	MEMORANDUM OF LAW IN SUPPORT
v.)	PLAINTIFFS' AMENDED MOTION FOR
)	A PRELIMINARY INJUNCTION
)	
THE CITY OF CHICAGO, a)	
Municipal corporation,)	
)	
Defendant.)	

**MEMORANDUM OF LAW IN SUPPORT OF
PLAINTIFFS' AMENDED MOTION FOR PRELIMINARY INJUNCTION**

NOW COME plaintiffs KEEP CHICAGO LIVABLE, an Illinois not-for-profit corporation ("KCL"), BENJAMIN THOMAS WOLF ("Ben"), SUSAN MALLER ("Susan"), DANIELLE MCCARRON ("Danielle"), ANTOINETTE WONSEY ("Antoinette"), MONICA WOLF ("Monica") and JOHN DOE ("Doe," and together with KCL, Benjamin, Susan, Danielle, Antoinette, and Monica, "Plaintiffs"), by and through their undersigned attorney, with their Memorandum of Law in Support of their Amended Motion for Preliminary Injunction:

I. The SHO Violates Equal Protection, Or At Least, A Fair Question Is Raised.

Although Plaintiffs believe that fundamental interests are at stake, this Honorable Court need not reach that question in deciding whether to enter a preliminary injunction against the stayed portions of the Shared Housing Ordinance, as amended, because this law violates the Equal Protection Clause without a rational basis, at least as applied to Susan, Danielle and Ben, as the attached chart shows:

	Shared Housing Unit	Guest Suite	Hotel	Reference
Provides "Hotel Accommodations"	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3-24-020(A)(4)
Per Unit Licensing Fee	\$60 ¹	\$0	\$2.20 ²	4-5-010(36)
17.4% Hotel Operator Occupancy Tax	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3-24-030(A)
4.0% Additional Surcharge ³	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3-24-030(B)
Registration / License Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4-14-020(a)
Must be Natural Person	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4-14-020(b)(1) 4-13-260(a)(8)
Attestation required to advertise on internet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4-14-020(c)
Annual Registration review	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4-14-020(h) 4-13-260(a)
Required Listing Information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4-14-020(f) 4-14-040(a) 4-14-040(b)(4)
Required police reporting on Mere Suspicion of Guests' criminal activity ⁴	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4-14-040(b)(3) 4-14-050(a)
Alcohol Prohibited	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4-14-050(d)
Maximum occupancy restrictions ⁵	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4-14-050(b)
Unamplified noise (i.e., conversational noise) restrictions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4-14-080(c)(2)
Liability for off-premises behavior by guests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4-14-080(c)(2) 4-14-080(c)(3)
Duration of license/registration revocation	2 years	N/A	1 year	4-14-090(d) 4-6-180(f)(2)
Min / Max Penalties for Violation (per day)	\$1,500 / \$3,000 \$2,500 / \$5,000 for	N/A	\$250 / \$500	4-14-060(g) 4-14-090(a) 4-4-010 4-6-180(f)(1)

¹ Paid for by intermediaries such as Airbnb. Estimated annual fee: \$300,000 (assuming 5,000 units),

² In Chicago, hotels are required to pay a \$185 per establishment licensing fee every two years.

³ Estimated by City to raise \$2 million per year, ostensibly for the homeless.

⁴ Business licensee are required to report what they are actually told or observe. Chi. Mun. Code 4-4-306. Hotels can only be held liable if they "knowingly permit" crime in units, and have an affirmative defense if they report. Chi. Mun. Code 4-6-180(e)(2).

⁵ Shared Housing Units have an "absolute maximum" occupancy limit of 1 person per 125 square feet. By comparison, under Chi. Mun. Code 13-196-480, residential family units require 125 square feet for the first two occupants, and at least 100 sq. ft. for the next two occupants, and 75 sq. ft. for each additional occupant. There is no maximum occupancy limit for hotel rooms or guest suites, other than those required for fire code.

	Shared Housing Unit	Guest Suite	Hotel	Reference
	ineligibility			

The Equal Protection Clause obviously applies with much more force when the classifications infringe upon fundamental liberty interests, such as the right to free speech and the freedoms of intimate and expressive association. In such instances, if such interests are found to exist, strict scrutiny must be applied. *San Antonio Indep. Sch. Dist. v. Rodriguez*, 411 U.S. 1, 17 (1973).

However, even under the rational basis test, this law is wholly irrational, especially as applied to plaintiffs Susan, Danielle and Ben and those similarly situated to them.

A. There Is No Rational Basis For Classifying Susan Maller Differently Than Atwater Apartments When It Comes To Providing “Hotel Accommodations.”

The Equal Protection clause “commands that states treat similarly situated people in a similar manner.” *Fareem-El v. Klincar*, 841 F.2d 712, 727 (7th Cir. 1988) (en banc). Under the rational basis test, legislation is presumed to be valid, and will be sustained so long as the classification drawn by the statute is rationally related to a legitimate state interest.” *City of Cleburne v. Cleburne Living Center*, 473 U.S. 432, 440 (1985). While rational basis is an extremely deferential standard, the Shared Housing Ordinance classifications make absolutely no sense.

“Guest Suites”, which are typically owned by the corporate entities that own and control luxury high-rise apartment buildings in Chicago, are wholly unregulated by the Shared Housing Ordinance or any other known short-term rental ordinance. “Guest suites” are dwelling units that are offered for rent or for hire, for transient occupancy and for a fee, to the invitees of residents of the building. Susan Maller lives in one such building, Atwater Apartments, at 355 E. Ohio Street. (See Sworn Statement of Susan Maller, attached hereto as *Exhibit “A”*).

Atwater Apartments own, operates and publicly advertises a “guest suite” as an amenity for its residents. (See Luxury Apartments Chicago, “Atwater Apartments,” attached hereto as *Exhibit “B”*).

The Atwater Apartments Community Policies and Procedures (attached hereto as *Exhibit “C”*) not only do not prohibit guests – they expressly state, “Guests are welcome at our property... Guests of all ages must limit their stay to no more than 14 days per year unless prior written approval from Management has been obtained.”

Susan wishes to host a guest for transient occupancy through Airbnb. However, Susan’s guest would be required by the Shared Housing Ordinance to sleep in the Atwater Apartments “guest suite” instead of in Susan’s apartment unit. Additionally, either Susan or Susan’s guest would have to pay a fee to Atwater Apartments for the privilege of using the “guest suite.” Similarly, Danielle McCarron lives (or until recently, used to live) at Hubbard Place, a building that both (a) advertises and operates a “guest suite” and (b) has placed itself on the “Prohibited Buildings List.” (*See* Am. Cmplt., Exh. 3, Dkt. No. 29-3, PageID#556; *see* City of Chicago Data Portal, “Prohibited Buildings List,” *available at* <https://data.cityofchicago.org/Buildings/House-Share-Prohibited-Buildings-List/7bzs-jsyj/data> (last viewed Feb. 28, 2017)). Unlike Susan, Danielle is prohibited from even *advertising* the opportunity for a guest on Airbnb to stay with her – even in the “guest suite”.

The City has asserted that its governmental interest is “consumer protection.” There is no legitimate governmental interest in the City regulating where Susan’s or Danielle’s guest might sleep, or who should ultimately get paid for such privilege. In the context of the same guest, same building, same weekend, same fee, the risk that the guest would be defrauded or unsatisfied would be exactly the same, regardless of where the guest slept or who the guest paid.

The City has also asserted a vague interest in “public safety.” However, there is no reason to believe that Airbnb hosts (or guests) are any more likely to commit crimes endangering property or public safety than any other visitor or guest, or that they are more likely to commit crimes when staying in a resident’s apartment unit as opposed to staying in a guest suite a few floors away.

More fundamentally, the “public safety” rationale ignores that the crimes of rape, murder, theft and assault are already subject to strict criminal penalties – and an Airbnb host, whose name, contact information and place of residence is all disclosed to the guest ahead of time – would be easily caught and prosecuted. As the Supreme Court noted in *United States Department of Agriculture v. Moreno*, 413 U.S. 528 (1973) in rejecting the USDA’s restriction on food stamp eligibility to “unrelated persons” because of an apprehension of “fraud,” because food stamp fraud was already subject to strict criminal penalties, “[t]he existence of these provisions necessarily casts considerable doubt upon the proposition that the 1971 amendment could rationally have been intended to prevent those very same abuses.” *Id.* at 536-537.

The real question is whether it is rational to treat a “stranger” met through Airbnb differently than any other guest or visitor to the Atwater Apartments or Hubbard Place or to any residence in Chicago. There is nothing about an Airbnb guest that makes them any more of a risk than your average person off the street – arguably, they are more reliable because at least the host knows personal information about that person, including their full name, contact information and other personal information.

“Discriminations are not to be supported by mere fanciful conjecture. They cannot stand as reasonable if they offend the plain standards of common sense.” *See Hartford Steam Boiler Inspections & Ins. Co. v. Harrison*, 301 U.S. 459, 462 (1937). “[M]ere negative attitudes, or fear, unsubstantiated ... are not permissible bases” for drawing legislative classifications. *City of Cleburne v. Cleburne Living Center*, 473 U.S. 432, 448 (1985).

The City has presented no evidence or argument that Airbnb members are in any way more likely to threaten the public health, welfare or morals than any other guest or visitor, nor is it likely that the City could even provide a compelling reason as to why an Airbnb guest, who is vetted, verified, insured and part of a responsible community that shares norms and values, would be any more of a

risk to the public or a building than a new friend met through a dating app like Tinder.

Because there is no rational basis for this legislative classification, and especially because further it impinges on fundamental liberty interests such as speech and association (see below), the Shared Housing Ordinance must be enjoined as unconstitutional – and at a minimum, Plaintiffs have raised clearly a fair question as to their substantial likelihood of success on the merits.

B. The Legislative Classification Between “Shared Housing Units” and “Hotels” Is Wholly Arbitrary.

Plaintiffs Keep Chicago Livable and Benjamin Thomas Wolf, on behalf of himself and those similarly situated, bring an Equal Protection challenge to the legislative classification between “shared housing units” on Airbnb and “hotels.” Under the Shared Housing Ordinance, both are defined as purveyors of the same product: “hotel accommodations.” SHO § 3-24-020(A)(4).

Hotels and motels are actually subject to very lax regulations. (*See* Am. Cmplt., Ex. 4, Dkt. No. 29-4, PageID#561-562). While one might be tempted to think of 5-star luxury hotels as the standard bearer, those luxury standards are dictated by market forces, not law. The same law that governs the London Hotel governs the cheap fleabag motel by the airport. (A true and correct copy of a Tripadvisor review of the Midway Inn is attached hereto as *Exhibit “D”*).

Again, it would be one thing if “shared housing units” were subject to the same laws and taxes as hotels. However, under the Shared Housing Ordinance, individuals (which is the only way a shared housing unit can be owned and operated) are treated worse than corporations (which typically own and operate hotels), even though they “sell” the same “product.”

It is true that legislative classifications need not be perfect, and that a legislature may address a problem “one step at a time” or even “select one phase of one field and apply a remedy there, neglecting the others.” *Jefferson v. Hackney*, 406 U.S. 505, 546 (1972). However, where the City Council defined “hotels” and “shared housing units” to be the same thing; the City Council cannot

then target and isolate “shared housing units” with a 4.0% additional surcharge to fund the homeless, while also imposing onerous regulations backed by \$5,000 per day fines (vs. \$500 per day fines for hotels) without raising a question as to underinclusiveness. *See Dandridge v. Williams*, 397 U.S. 471, 519 (1970) (“Such underinclusiveness manifests a ‘prima facie violation of the equal protection requirement of reasonable classification, compelling the State to come forward with a persuasive justification for the classification.’”) “Where a statute is defective because of underinclusion, there exist two remedial alternatives: a court may either declare it a nullity and order that its benefits not extend to the class that the legislature intended to benefit, or it may extend the coverage of the statute to include those who are aggrieved by exclusion.” *Welsh v. United States*, 398 U.S. 333, 361 (1970).

II. Implementation Of The Shared Housing Ordinance Should Be Enjoined Until Plaintiffs’ Freedom Of Intimate And Expressive Association Claims Are Decided On The Merits

“[B]ecause the Bill of Rights is designed to secure individual liberty, it must afford the formation and preservation of certain kinds of highly personal relationships a substantial measure of sanctuary from unjustified interference by the State... [C]ertain kinds of personal bonds have played a critical role in the culture and traditions of the Nation by cultivating and transmitting shared ideals and beliefs; they thereby foster diversity and act as critical buffers between the individual and the power of the State.” *Roberts v. United States Jaycees*, 468 U.S. 609, 618-619 (1984). The Supreme Court recognizes two distinct types of freedom of association: freedom on intimate association, and the freedom of expressive association. *Id.* at 619.

A. An Injunction Should Issue To Prevent The Infringement Of Constitutionally Protected Intimate Associations.

Although the archetype of the type of “intimate association” is the bond represented by family and marriage, the Supreme Court has “not held that constitutional protection is restricted to relationships among family members.” *Bd. of Directors of Rotary Int’l v. Rotary Club of Duarte*, 481

U.S. 537, 545 (1987). Rather, the Supreme Court recognizes a “spectrum from the most intimate to the most attenuated of personal attachments” based on a relationship’s “objective characteristics.” *Roberts*, 468 U.S. at 620. In assessing the “objective characteristics” of a given intimate association, a court should consider “attributes [such] as relative smallness, a high degree of selectivity in decisions to begin and maintain the affiliation, and seclusion from others in critical aspects of the relationship.” *Roberts*, 468 U.S. at 620.

Here, the “intimate association” claims are brought by two non-Chicagoans: Monica and “John Doe.” These claims illustrate that even if the Shared Housing Ordinance could be validly applied to some or even many people, there are a substantial number of people like Monica and “John Doe” to whom this law would be unconstitutional – and that therefore, the Shared Housing Ordinance is facially overbroad. *See Members of City Council v. Taxpayers for Vincent*, 466 U.S. 789, 799-801 (1984).⁶

As set forth in Monica’s Sworn Statement, attached hereto as ***Exhibit “E”***, Monica’s freedom of intimate association is directly and substantially inhibited by the prohibition on service and provision of alcohol when she is an Airbnb guest with a host that lives in Chicago. Monica is unable to share her passion about bourbon whiskey with the one person she hand-picked to develop a close personal bond with during one of her visits to Chicago.

While she is possibly able to make such a friend and share her passion for bourbon whiskey in a public setting such as a tavern or restaurant, the intimacy of a private home is lost. Further, Monica is a member of the Bourbon Women Association: she is attempting to educate and promote the drinking

⁶ Particularly concerning, from a “chilling” perspective, is that future plaintiffs may be deterred from ever engaging in these associations because (a) they live in a building that is on the Prohibited Buildings List, (b) they are deterred from even signing up to Airbnb and maintaining a listing for fear of the severe fines or (c) they are guests visiting from out of town, and may not be aware of the laws that prevented them from having more options in terms of hosts and accommodations.

of bourbon by *women* – who it can be presumed (just from the very existence of the group, Bourbon Women Association) – need to be educated and marketed to specifically. Again, a drunk stranger at a bar is not the same thing as a member of the Airbnb community.

From John Doe’s perspective, the “Prohibited Buildings List” itself directly and substantially interferes with his freedom to associate with like-minded individuals (and even new friends) in the downtown Chicago neighborhood to which he hopes to move. John Doe is inhibited in his ability to get to know local Chicagoans in the downtown area, learn about their favorite places and see their neighborhoods, buildings and apartment units from the inside.

Although the guest pays Airbnb money to request a booking, and that money flows to the host, from the perspective of Monica and John Doe, this is not a purely or even a primarily commercial transaction, nor is it significant or determinative if it is deemed a booking for a commercial purpose. As the Fifth Circuit Court of Appeals noted, “[o]bviously, business benefit might spring from any association, meeting, or encounter. It is well known that oftentimes it is ‘not what you know, but who you know’; and people often prefer, in any event, to do business with friends and acquaintances. But this fact alone cannot be the basis for whether a club receives private association protection under the First Amendment. If it were, no club could be private for purposes of that protection.” *Louisiana Debating & Literary Ass’n v. City of New Orleans*, 42 F.3d 1483, 1494 (5th Cir. 1995).

Rather, this relationship meets all three “attributes” or “objective characteristics” of an intimate relationship deserving of substantial protection under the freedom of intimate association. The host-guest relationship is small, highly selective and secluded in a private home. No one else is invited into that association, and its purposes are primarily or largely personal in nature. Accordingly, the City bears a significant burden of meeting the strict scrutiny standard of review because the Shared Housing Ordinance – and in particular, the two aforementioned provisions – directly and substantially

interfere with these Constitutionally protected intimate associations.

B. An Injunction Should Issue To Prevent The Infringement Of Constitutionally Protected Expressive Associations.

The second type of associational freedom protected by the Fourteenth Amendment is that of “expressive association,” or associations in furtherance of protected First Amendment expression. The two plaintiffs that illustrate the fundamental and substantial overbreadth of the Shared Housing Ordinance are Benjamin Thomas Wolf and Antoinette Wonsey.

The potential for expressive associations through Airbnb is demonstrated by Airbnb’s response to recent natural disasters, such as Hurricane Matthew or the San Jose Flood, as well as Airbnb’s outreach to immigrants and refugees in the wake of President Donald Trump’s executive order. (True and correct copies of news articles regarding this subject are attached hereto as *Exhibit “F”*). Airbnb does not own any property, *per se*. Airbnb was able to activate its community of hosts to house relief workers, individuals and families affected by these natural and political disasters. In this sense, the ability of Airbnb hosts as a community to act not just as a commercial transaction or a business but as part of a social or political cause cannot be ignored. Airbnb’s flexibility as a platform has also allowed for non-political, artistic expressive associations, as can be seen by the Chicago Art Institute’s “Van Gogh Exhibit” which recreated a scale model of a bedroom in Van Gogh’s paintings and marketed it on Airbnb for people to stay overnight. A true and correct copy of the Airbnb “Van Gogh” listing is attached hereto as *Exhibit “G”*.

Plaintiffs Benjamin Thomas Wolf and Antoinette Wonsey engage in Airbnb hosting for similar, social cause oriented expressive association and activism. A true and correct copy of Benjamin Thomas Wolf’s sworn statement is attached hereto as *Exhibit “H”*. Ben uses Airbnb to further his academic and political career as well as to learn more about responsible home sharing advocacy. A

true and correct copy of Antoinette Wonsey's sworn statement is attached hereto as *Exhibit "I"*. Antoinette wishes to change hearts and minds about the South Side of Chicago, and what better way than to have actual guests stay in her beautiful, immaculately kept house and see the neighborhood through her eyes?

If the mere exchange of money removed all constitutional protection for expressive association, there would be so much high value speech that would be lost that our Constitution would be unrecognizable. Obviously, a rule that flattens every association into its commercial components will be over-inclusive and allow far too much regulation that actually infringes upon fundamental liberties. The Shared Housing Ordinance is overbroad because it substantially affects clearly fundamental interests and rights such as the right to expressive association – any law that requires the Art Institute to get a BACP license is going too far.

III. Injunction Should Issue Because The Shared Housing Ordinance Still Violates The First Amendment.

Despite the amendments to the Shared Housing Ordinance, this law still violates the First Amendment for three reasons. First, because the commercial aspect of Airbnb hosting is inextricably intertwined with the non-commercial aspects, strict scrutiny applies. Second, even if the Constitutional "commercial speech" doctrine is applied to Airbnb listings, the Shared Housing Ordinance still violates the "compelled speech" doctrine. Third, as discussed in prior briefings, the Shared Housing Ordinance, by targeting Airbnb hosts and Airbnb listings, constitutes invidious content and viewpoint based discrimination.

A. The Ordinance Is Still An Unconstitutional Prior Restraint On Non-Commercial Speech.

The Amended Complaint includes new factual allegations that clarifies that Airbnb does not allow hosts to list their units without including a price term. [Am. Cmplt. ¶¶ 35-37]. Thus, the ability

to host a guest met through Airbnb is inextricably intertwined with the invitation for an offer of a commercial transaction. [*Id.*] The Amended Complaint also includes new factual allegations to answer the natural follow-up question, “why does a host need to meet a guest through Airbnb?” Airbnb is the most popular, deep pool of vetted, insured guests from all over the globe. [Am. Cmplt. ¶¶ 29, 33]. Additionally, Airbnb members share a distinct set of shared values and norms that are cultivated by Airbnb, Inc. and are transmitted through the act of hosting. [*Id.* ¶¶ 32, 34]. Airbnb hosts and guests each perform a mutual selection process, based in large part on subjective criteria – and thus easily form close, personal bonds through the act of hosting and being a guest. [*Id.* ¶¶ 99-101]. In other words, a random stranger on the street is no substitute for an Airbnb guest.

Under *Riley v. National Federation of the Blind*, 487 U.S. 781 (1988), the Supreme Court held that otherwise “commercial speech” does not retain its “commercial character” when it is “inextricably intertwined with otherwise fully protected speech.” *Id.* at 796. There is no dispute that – but for the “price term” – the information communicated in a host’s Airbnb listing is fully protected, high value speech. Due to the existence of the Airbnb pricing requirement in the listing (which can be seen by referring to the Airbnb Terms of Service, ¶ 7, Dkt. No. 20-4, PageID#317), a host who wishes to meet a guest through Airbnb literally cannot do so without including a price term. Accordingly, the test for fully protected speech – strict scrutiny – applies. *Riley*, 487 U.S. at 796. The City has made no showing that the Shared Housing Ordinance is narrowly tailored to advance any compelling governmental interests, or is the least restrictive way of doing so.

B. The Amendment To The Ordinance Did Not Cure The “Compelled Speech” Defect.

Additionally, even if the Constitutional “commercial speech” doctrine (and its lower level of intermediate scrutiny protection) should apply, the Shared Housing Ordinance, as amended, still fails for the two independent reasons advanced previously that it amounts to “compelled speech”

about a position or opinion with which a person could reasonably disagree, and because it amounts to content-based or viewpoint-based discrimination, because it targets and disproportionately burdens the speech of individual Airbnb hosts as compared to other purveyors of “hotel accommodations.”

The amendment has not cured the “compelled speech” problem. The requirement that hosts register with the City and list their registration numbers in their listings subjects hosts to increased risks of undue harassment by the City, and by neighbors and/or landlords. [Dkt. No. 23-1, Exh. H-L, PageID#422-430]. Further, the amended ordinance still requires a host to attest to a statement, under penalty of law, with which they could reasonably disagree – it is not necessarily true that an Airbnb host’s listing, rental and operation of his or her shared housing unit is “subject to” the Shared Housing Ordinance because this law is presently subject to this instant lawsuit, which challenges the constitutionality of the Shared Housing Ordinance on its face. *See Ex Parte Royall*, 117 U.S. 241, 248 (1886) (“An unconstitutional law is void, and is as no law.”); *Marbury v. Madison*, 5 U.S. 137, 177 (1803) (“It is emphatically the province and duty of the judicial department to say what the law is.”)⁷

Finally, Plaintiffs raise the mandatory police reporting requirements of Sections 4-6-300(f)(10) and 4-14-030(b)(3) as independently violating the prohibition against the “compelled speech” of opinions, because these provisions require Airbnb hosts to notify the police not only about that which they know is criminal activity, but also that which they “suspect” is criminal activity.

⁷ Of course, Plaintiffs are not making the claim that while this lawsuit is pending, they will refuse to comply with the Shared Housing Ordinance. Rather, plaintiffs make the more specific point that they are not required to sign an acknowledgment that their speech and conduct is “subject to” that law, because that is simply the City’s opinion and litigating position. It is entirely up to this Honorable Court, and to the courts in general, to tell Airbnb hosts and the City “what the law is.”

Respectfully submitted,

KEEP CHICAGO LIVABLE, et al.

\s\ Shorge Kenneth Sato

One of their Attorneys

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STATE OF ILLINOIS)

) ss:

COUNTY OF COOK)

SWORN STATEMENT OF SUSAN MALLER

I, Susan Maller, do certify under penalties of perjury as provided under 28 U.S.C. § 1746, that the following statements of fact are true and if called as a witness in this proceeding, I would testify under oath as follows:

1. I have personal knowledge of the following facts and am competent to testify hereto.
2. I am a tenant under a written year lease at the Atwater Apartments (formerly known as Streeter Place) at 355 E. Ohio Street in Chicago, Illinois.
3. Based on a rumor that I was listing my unit on Airbnb, the landlord has illegally changed the locks on my apartment unit, claiming that Airbnb is illegal under the City's new ordinance and that I am in violation of my lease.
4. I am filing a lawsuit against my building for violating the illegal lock-out prohibition of the Chicago Residential Landlord Tenant Ordinance.

FURTHER AFFIANT SAYETH NOT.

Dated: January 13, 2017

SUSAN MALLER

Susan Maller

LUXURY
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CONTACT

([HTTP://WWW.LUXURYCHICAGOAPARTMENTS.COM](http://www.luxurychicagoapartments.com/)
/CONTACT/)

350 W Hubbard

Chicago, IL 60654 (<http://www.luxurychicagoapartments.com/properties/355-e-ohio-street/>)

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60611

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Studios from:	\$1,834 - \$2,196
Convertibles from:	\$1,791 - \$2,162
1 Bedrooms from:	\$2,295 - \$2,924
2 Bedrooms from:	\$3,437 - \$3,656
3 Bedrooms from:	\$6,244 - \$6,244

Atwater Apartments Apartments in Streeterville

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for Atwater Apartments

First Name *

Last Name *

Email *

Mobile Phone *

Move-in Date *



Atwater Apartments Apartments in Streeterville

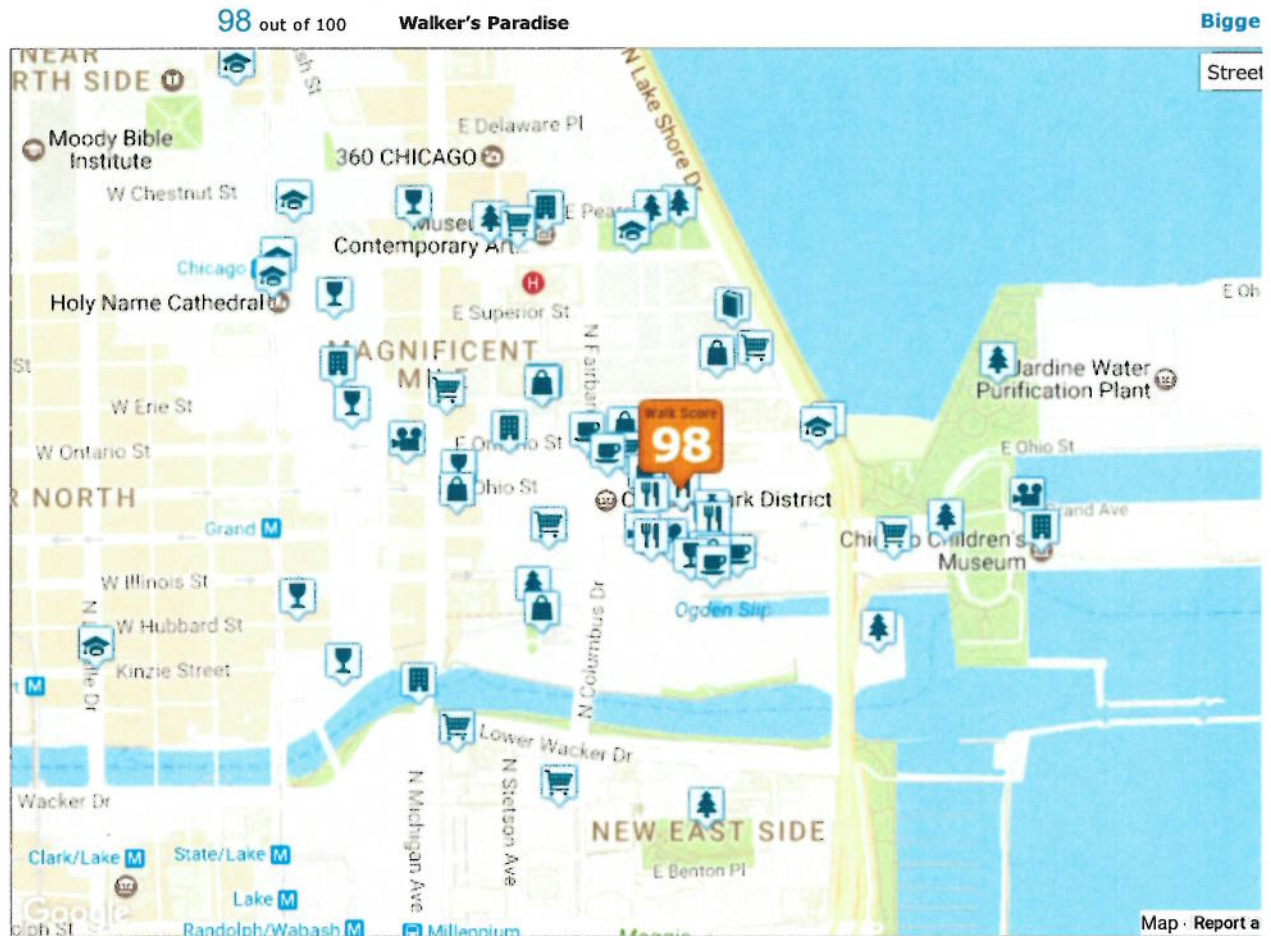
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Restaurants: Yolk - Streeterville

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Bars: Lizzie McNeill's Irish Pub

Groceries: Bockwinkel's

Parks: Cityfront Plaza

Schools: Near The Pier Development Center

Shopping: Target

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BUILDING AMENITIES

Hardwood floors	Floor to ceiling windows
Granite kitchen counters	Stainless steel appliances
Dishwasher	Central air conditioning
Attached garage	Laundry in unit
Premium cable included	High-rise
Rooftop deck	Outdoor pool
I-GO / Zip Car	90+ Walkscore
Walking distance to park	Door attendant
Spa	Fitness center
Business center	Media room/clubhouse
Private party room	Resident lounge/club room
Gas included	No smoking building
Tenant pays parking	Trash removal included
Water included	Balcony
Internet access included	Bike room
On-site engineer	Concierge
Dry cleaner on site	Restaurant on site
Library/lounge	Coffee service
Guest suite	Dogs ok
Cats ok	Heat and AC included


Formerly Streeter Place, Atwater apartments are in the heart of Chicago's Streeterville neighborhood at 355 E Ohio St. Chicago's finest shopping and dining are within walking distance of Atwater Chicago apartments, including everything along Michigan Avenue and Navy Pier.

Inside, Atwater comforts its residents with high-end finishes, expansive views, and all stainless steel appliances. Its resident-exclusive amenity area, Club 355, features a fitness center with the latest

equipment and fitness technology, party room, state-of-the-art media center, and outdoor pool and sun deck.

Whether you prefer a quiet night in or an evening on the town, Atwater is ideally designed to serve you every step of the way.

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AVAILABLE LISTINGS AT THIS PROPERTY

STUDIOS FROM \$1,834 - \$2,196



\$1,834 TO \$2,196
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CONVERTIBLES FROM \$1,791 - \$2,162





(<http://www.luxurychicagoapartments.com/search/ee9b3b0061/>)

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(<http://www.luxurychicagoapartments.com/search/b35b031061/>)

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3 BEDROOMS FROM \$6,244 - \$6,244



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Prices and availability are subject to change at any time. All units are UNFURNISHED unless otherwise noted.
Minimum lease term is 12 months unless specified otherwise.

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(<mailto:info@luxurychicagoapartments.com>)

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COMMUNITY POLICIES AND PROCEDURES ADDENDUM

This property is managed by the Bozzuto Management Company ("Management"). It is Management's goal to maintain this property as an outstanding apartment community in this area. In order to promote and maintain this Property, and as a condition of residency, Management has established the following policies. All residents agree to abide by these policies, as they are essential for the comfort and convenience of all community residents. The decision of whether Community Policies and Procedures have been violated shall be made at Management's sole discretion. A failure by Resident to abide by the Community Policies and Procedures may, at Management's sole discretion, be grounds for suspension or termination of access to amenities and/or constitute a breach of Lease. In the event of any contradiction between the terms of this Addendum and any other Addendum or the Lease, this Addendum shall control.

Contacting Management Office:

Phone#: 312.595.0355

Emergency After Hours Phone #: 312.595.0355

Email: atwater@bozzuto.com

SERVICE REQUESTS

Management does accept requests made by phone, in-person at the management office or electronically. Upon receipt of a request for service, Management will relay the request to its Maintenance staff. Any plumbing problem, frozen water line, lack of heat in winter, gas leak or electrical failure should be considered as an emergency. In which case Management should be notified immediately. Please dial the designated emergency number for such occurrences, and our on-call personnel will respond. Any expense incurred as a result of mismanagement of the apartment or common areas will, insofar as necessary, be assessed against the Resident responsible. Residents are responsible for the actions of their occupants and guests. For your convenience and information, a set of instructions for the operation of appliances and mechanical equipment is available upon request. If for any reason it should be necessary to call FIRE, RESCUE or POLICE assistance, please call the FIRE, RESCUE or POLICE directly for help rather than calling the Management office. Notify Management immediately after contacting emergency services.

DELIVERIES AND PACKAGE ACCEPTANCE

Packages will be accepted for *current leaseholders and registered occupants only*. Management assumes no responsibility for the contents, theft, loss or damage to packages and Residents agree to hold Management harmless for loss. Because of limited storage space, packages must be collected promptly. Any packages not picked up promptly may be returned to sender at Management's discretion. Residents shall immediately reimburse Management for any related return postage/delivery fees.

For Properties that accept deliveries of furniture and other items, Residents must give the Management Office written notification prior to the delivery. In many instances, an office representative cannot accompany the delivery person to the apartment. Consequently, Management cannot assume any responsibility for the delivery or for theft or breakage resulting from allowing access for the delivery.

KEYS AND LOCKS

Alterations or replacement of locks or installation of bolts, door knockers, peepholes or other attachments on the interior or exterior of any door must be installed by Maintenance and have Management's prior approval. Management will advise Residents who have been locked out of their apartment at no charge during office hours, but there may be a charge after office hours. Check with the Management Office to learn if there is a charge at your community. This charge should be paid at time of entry, but can be applied to your account. Payment should be made in full the following business day. Residents shall use the designated phone number to reach on-call Management or maintenance personnel. Only persons listed as occupants on the lease will be allowed to access the apartment providing they have proper identification (driver's license) or other picture identification.

EXTERMINATION

Unless prohibited by statute or otherwise stated in the Lease, Management may conduct extermination operations in Residents' apartment several times a year and as needed to prevent insect infestation. Management will notify Residents in advance if extermination will occur in Resident's apartment, and give Resident instructions for the preparation of the apartment and safe contact with insecticides. Residents will be responsible for preparing the apartment for extermination in accordance with Management's instructions. If Residents are unprepared for a scheduled treatment date, Management will prepare Resident's apartment and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by the Management in writing.

GUESTS

Guests are welcome at our Property. However, guests must be accompanied at all times when using the Property's facilities and amenities. Guests of all ages must limit their stay to no more than 14 days per year unless prior written approval from Management has been obtained. Residents are responsible for the conduct of their guests and should inform them of the Community Policies. Failure of guests to adhere to Community Policies may be grounds for exclusion from the Property or certain amenities and/or may constitute a breach of Lease. Guests should only park in authorized areas and may park at the Property only when visiting a Resident. Management must be notified if guests are parking a vehicle for an extended period.

SUPERVISION OF MINORS

Residents shall be responsible for all minors under their care and shall see that they too abide by the Community Policies and Procedures. Minors below established ages shall require supervision in the use of certain amenities. All household equipment, including toys, wagons and bicycles, should be stored within your apartment and not outside or in the common areas. Please adhere to all posted signage for the safety and protection of you, your household and your guests.

DISTURBANCES, NOISES, ETC.

Residents are asked to refrain from making or permitting any disturbing noises in their apartment or the common areas. The loud playing of stereo, televisions or musical instruments is discouraged and any noisy or boisterous conduct which would disturb the peace and quiet enjoyment of other Residents (a determination made at Management's sole discretion) is absolutely prohibited. Residents are required to exercise special caution about noise during the community's **QUIET HOURS** which are established by Management and generally run from late evening into the waking hours. During Quiet Hours, loud activities are prohibited, including, but not limited to: large social gatherings, vacuuming, loud music, television, and walking, and move-in/move-out. A violation of the noise policy is grounds for Lease termination.

ENTRANCES, HALLWAYS, MECHANICAL AND TRASH ROOMS

In order to comply with state and local codes and to respect the architectural design of the property, bicycles, wagons, carts or any other items are not to be left at building and apartment entrances or in the hallways at any time. This property has the following restrictions regarding decorations at apartment entrances: *N/A*. Likewise, nothing should be stored in mechanical or trash rooms. Management asks that all Residents give complete cooperation with these codes. Failure to do so could result in needless damage or personal injury. Please secure permission from the Management office prior to posting fliers, notices, etc. in any location.

TRASH

Please wrap all refuse securely and deposit it in the location designated by Management. Please do not dispose of large articles such as furniture, mattresses, etc. anywhere in the common areas. Boxes should be completely collapsed and shredded before disposal. If your Community participates in a recycling program, please comply with the requirements of that program.

INTERIOR ALTERATIONS

Residents wishing to make any alterations such as painting or hanging decorative light fixtures on the interior of their apartment must first obtain written approval from Management. If approval is given, the following general rule will apply: upon vacating the apartment, the Resident must remove the improvement and restore the apartment to its original condition; or, if the outgoing Resident wishes to leave the improvement and Management determines that it is acceptable, the improvement may remain in the apartment and become part of the property. Alterations NOT permitted include contact paper, tub adhesives, corkboard, mirrored squares, wallpaper and tape to secure wall hangings. Nails, mullins and toggle bolts are acceptable and will be removed upon move-out by Maintenance at no charge unless there is excessive damage to the wall. Window coverings are provided by Management and replacement window coverings must appear white to the outside of

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PAGE 19 of 30

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the buildings. Management has the right to determine the acceptability of window coverings. All apartment equipment, appliances or amenities are to be used for the purpose intended and in accordance with any instructions provided. Alteration to these furnishings is strictly prohibited without written consent of management.

EXTERIOR ALTERATIONS

In order to maintain an attractive community and not disturb the architectural designs that have been created, no alterations to the exterior of the building may be made by Residents. Specifically, Residents are prohibited from posting signs, notices, advertisements or similar items from their balcony, patio, terrace, or windows. The only exception will be the displaying of the American flag on private patios and balconies only, on such days as the 4th of July, Flag Day and other recognized dates. The means of mounting the flag must be approved by Management. Residents shall secure permission from Management prior to posting signs or notices in the common areas.

PATIOS AND TERRACES

Please help us maintain an attractive community by keeping your patio or balcony neat and free of unsightly clutter. Final determination of any questionable displays will be solely at the discretion of Management. Grills and stoves of any kind ARE NOT PERMITTED on patios, balconies or terraces. Their use is a fire code violation and grounds for immediate lease termination. Residents may only use grills provided by Owner and located in the outdoor common areas. No more than three (3) people are permitted on any balcony at any given time. In addition, Management reserves the right to prohibit smoking on patios and terraces.

PARKING

The garage (if one is available) may be professionally managed by an independent company in which case the rental of the garage space will be handled through the garage manager. Unauthorized, abandoned, improperly licensed, and out of repair vehicles will be towed at the car owner's expense. RV's, trailers, campers and boats are only allowed with Owner's prior approval. These vehicles and motorcycles must be parked in the area designated by Management, if any. Any claims for damage should be directed to the garage manager. Where required, permit-parking hangtags must be displayed at all times. A lost or stolen hangtag should be reported immediately.

VEHICLE WASH, MAINTENANCE AND REPAIRS

Unless there is a designated car wash area, washing of vehicles in the community is not permitted. Residents shall not perform any repairs or maintenance such as changing oil or tuning engines on their vehicles in the garage or parking lots surrounding the community.

SOLICITORS AND SALESPERSONS

Residents should report unsolicited or unauthorized solicitors or salespersons to the Management office immediately. Anyone having the approval of the Management to sell or solicit within the Property (such as Girl Scouts, Little League, etc.) will be issued a letter of authorization from the Management Office. Residents should not solicit other Residents without the approval of Management. However, Residents may solicit other Residents about community concerns after notifying Management and adopting a method of contacting other Residents that does not intrude on their privacy and is not annoying or rude.

SECURITY

No Weapons in Common and Public Areas

For the safety of our residents and visitors, no weapons are allowed in the common and public areas of this community, except for weapons carried by on-duty law enforcement or security guards hired by Management.

Lobby and Front Desk Security Procedures

If a community has a lobby and front desk, Residents should contact the Management office for hours when staff will be at the front desk and rules regarding sign-in for visitors or other special security procedures, including how visitors may contact Residents.

Pass Card Security Procedures

If the building or parking lot gate or any of the facilities or amenities has a controlled access system, pass cards will be issued to Residents only. Residents must protect their pass cards and apartment keys and not give them to anyone. A lost or stolen pass card or apartment key should be reported to Management immediately. Residents should not permit any other person to follow them through a controlled access door and, if this does occur, the police or Management office should be contacted immediately. Guests and delivery companies should be informed about the controlled access feature and how to contact Resident. Neither keys nor pass cards should be duplicated without the approval of Management. You should be aware of your surroundings when entering or exiting your unit so as not to be surprised by someone trying to gain access. Please remember not to leave your keys in the door. There is a fee for lost pass cards or keys, including the failure to turn them in at move-out.

Out of Town Security Procedures

Residents must notify Management of anticipated extended absence from their Apartment in excess of Seven (7) days. However, Management will not be liable for any damages in the Apartment occasioned by Residents' absence. In the event of any absence, Residents should check with Management about any services that can be provided when Residents are out of town.

MANAGEMENT STAFF

Management prides itself on its professional, experienced staff. You should expect Management staff to be polite and responsive to your concerns and not to act in a discriminatory or other inappropriate manner. If you or a household member has a concern about any staff member at any time, you should contact the Property Manager or Assistant Manager to discuss it. If you are not comfortable talking to them about the concern, you should request the name and telephone number of the Regional Manager and contact them.

Likewise, Residents and occupants should direct any questions, concerns or communications to the Management in an appropriate and polite manner. Shouting at Management staff, using obscenities, or making personally derogatory comments to or about Management staff will not be tolerated. If Residents, occupants and guests act in this manner, the offender and all persons with them will be asked to stop and immediately leave the area. A failure to leave may result in the police being called. Engaging in wrongful behavior toward the Management staff or failing to leave when asked is also grounds for lease termination.

PET POLICIES

If the community permits pets, permission must be secured in writing from Management before the pet resides in your apartment. Residents with support animals are required to submit a Request for Reasonable Accommodation form and to sign a Service and Companion Animal Addendum. *Visiting pets are not permitted at any time.* Please make sure your guests are aware of this so they can make other arrangements. If pets are permitted, pet owners must adhere to all guidelines included in the PET ADDENDUM TO LEASE AGREEMENT set forth below.

RECREATIONAL FACILITIES AND AMENITIES

Please contact the rental office prior to using the swimming pool, rooftop terrace, sunning deck, clubhouse or other recreational facilities and amenities for specific policies that govern their use. Some amenities have limited hours of operation and may not be available at all times for all residents. Some amenities may have age and guest restrictions.

We cannot assume responsibility for the safety of Residents, occupants or guests who use our facilities. Most facilities are for use without any Management supervision and Residents, guests and occupants assume the risks of any injury incurred in the use of those facilities, except in the case of management's omission, fault, neglect or other misconduct. Residents must adhere to all posted signage for everyone's safety and protection. Use of amenities and facilities is prohibited after the posted hours. Any misuse of a facility or amenity will be grounds for lease termination and/or for use of the facility or amenity being suspended or terminated. Management cannot guarantee that all facilities, amenities, equipment and services are or will be available at all times. Availability of amenities and common areas may be curtailed or limited by construction, renovation, servicing, repairs or other reasons and Management shall not be in default under the Lease when this occurs. Residents are not entitled to rent abatement or damages when facilities, services, amenities and equipment are not available. MANAGEMENT MAY ADD OR CHANGE RULES REGARDING AMENITIES AT THE COMMUNITY AT ANY TIME AND AT ITS SOLE DISCRETION.

FITNESS CENTER

If this Property has a fitness center, Resident agrees to abide by the following terms when using the fitness center:

- Residents and guests will adhere to the rules and regulations posted in the fitness center, which are subject to change from time to time at Management's sole discretion.
- The Fitness Center may only be used during posted hours, which may change from time to time at Management's sole discretion.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Persons under the age of 18 must be accompanied by a person 18 years of age or older.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any exercise classes offered there. Resident will refrain from using the Fitness Center unless approved by Resident's physician.
- Resident(s) will keep the Fitness Center locked at all times during the Resident's visit to the Fitness Center. Fitness Center doors may not be propped open or otherwise rendered inoperable for any purpose, even temporarily.
- Running, horseplay, loud noise or other disruptive activities are not permitted in the Fitness Center.
- All Fitness Center equipment, including emergency and safety equipment, if any, are to be used only for their intended purpose.
- No glass is permitted in the Fitness Center.



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PAGE 20 of 30

Exhibit "A"

Exhibit "C"

The WORST motel of my life!! - Review of Midway Inn, Chicago, IL - ... <https://www.tripadvisor.com/ShowUserReviews-g35805-d596421-r1382...>

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The WORST motel of my life!! - Midway Inn



Review

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United States Illinois (IL) Chicago Chicago Hotels Midway Inn

"The WORST motel of my life!!"

Review of [Midway Inn](#)



15 photos

We can't find prices for this hotel

Our online travel partners don't provide prices for this hotel, but we can search other options in Chicago

Check In

Check Out

mm/dd/yyyy

mm/dd/yyyy

Midway Inn

5335 S Pulaski Rd, Chicago, IL 60632 | Hotel

[amenities](#)

Ranked #166 of 186 Hotels in Chicago

45 Reviews

There are newer reviews for this hotel [See the most recent reviews](#)



AnouchkaLo

2 reviews

2 helpful votes

"The WORST motel of my life!!"

Reviewed August 24, 2012 via mobile

Firstly we had some issues with the check-in, after that no internet in the room!! And the worst, 2 days after our arriving, i was bitten by BED BUGS!!!!!! The first time of my life, i was allergic so i had so many spots on my legs and on my arms!!! It was horrible! Just 1 advice : NEVER, NEVER SLEEP IN THIS MOTEL !!! Baccuse Chicago is really an amazing town !

Stayed September 2011

Value
Location

Rooms
Cleanliness
Service

Helpful? 2 [Thank AnouchkaLo](#)

Report

[Ask AnouchkaLo about Midway Inn](#)

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45 reviews from our community

[Write a Review](#)

Traveler rating

Excellent 1
Very good 2
Average 5
Poor 1
Terrible 36

See reviews for

Families 7
Couples 5
Solo 9
Business 10

Rating summary

Location
Sleep Quality
Rooms
Service
Value
Cleanliness

Traveler tips help you choose the right room. [Room tips \(8\)](#)

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Hampton Inn Chicago-Midway Airport

578 Reviews

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Sleep Inn Midway Airport

163 Reviews

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45 reviews sorted by: [Date](#) | [Rating](#)

English first

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Delphiine

[2 reviews](#)

[1 helpful vote](#)

"Worst motel ever !! Hell !!"

Reviewed August 24, 2012

☒ via mobile

The motel is really dirty, the rooms are creepy, the management is horrible... You pay for the wifi but it never works!! We got bedbugs from this motel... There were bugs everywhere and we got a lot of very disgusting spots all over our body, even after leaving the motel... DO NOT GO THERE FOR YOUR OWN SAFETY, THIS MOTEL IS NOT SAFE IN SO MANY WAYS !!!!

Stayed September 2011

Value
Location

Rooms
Cleanliness
Service

Helpful? [1](#) [Thank Delphiine](#)

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[Ask Delphiine about Midway Inn](#)

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Ben S
metropolis

Level [2](#) Contributor

[8 reviews](#)

[4 hotel reviews](#)

[6 helpful votes](#)

"I give this dump a F-"

Reviewed July 21, 2012

When my wife and I stayed there July 14th, I noticed several things that were wrong. They had trouble confirming our reservations and then an hour later they had to re-confirm them again. We arrived with 3 suitcases, I asked if they had an elevator, and they said no, you must use the unsafe steps. I went in the room and saw paint peeling from the walls, no cover plates over the switches or outlets, holes in the wall, mold on the shower floor, a rinky-dink bed (that was twin size, in our king size bed room). We slept on top of our bed without getting undressed, and not used the bathroom facilities at all. We turned on the tv and the first channel that popped up was porn, and the rest were not available. the breakfast was our choice of one kind of cookie. It's management was rather shady. DO NOT STAY HERE EVEN IF THIS YOUR LAST RESORT!

Stayed July 2012, traveled on business

Value
Location
Sleep Quality

Rooms
Cleanliness
Service

Helpful? [2](#) [Thank Ben S](#)

[Report](#)

[Ask Ben S about Midway Inn](#)

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"Dirty and no maintance"

The WORST motel of my life!! - Review of Midway Inn, Chicago, IL - ... <https://www.tripadvisor.com/ShowUserReviews-g35805-d596421-r1382...>

Keith923
Newcastle upon Tyne,
England, United Kingdom
Level 5 Contributor
50 reviews
16 hotel reviews
34 helpful votes

Reviewed July 14, 2012

I stayed at this motel, for a few days, good location for CTA but the motel is the worst I have seen had to request to have my room cleaned, the hotel is falling apart and needs to be rebuilt, No coffee and had to ask to have it only cookies. I got up early and spent as long as possible away from it. No hot water had to make a complaint just dreadful not the usual American Standards. I have feed this back to expedia. Advice stay away and research before your go luckily the downtown area made up for it.

Stayed June 2012, traveled solo

Value	Rooms
Location	Cleanliness
Sleep Quality	Service

Helpful? 3 Thank Keith923

Report

[Ask Keith923 about Midway Inn](#)

This review is the subjective opinion of a TripAdvisor member and not of TripAdvisor LLC.



b s
Lexington, Kentucky
1 review
2 helpful votes

"Dirty"

Reviewed June 29, 2012

I woud not stay at this hotel fot free. Sheets were old and worn out, blanket was gross, fumiture old and worn out, bathroom gross, carpet filthy... Stay away.

Room Tip: Pass this up.

[See more room tips](#)

Stayed May 2012, traveled solo

Value	Rooms
Location	Cleanliness
Sleep Quality	Service

Helpful? 2 Thank b s

Report

[Ask b s about Midway Inn](#)

This review is the subjective opinion of a TripAdvisor member and not of TripAdvisor LLC.



hxari
Albuquerque
Level Contributor
37 reviews
7 hotel reviews
13 helpful votes

"Midway inn to hell"

Reviewed June 22, 2012

The bad reviews are too generous and any good review was written by someone sick enough to endorse this hell hole. So forget for a moment that camping outside of post earthquake Haiti would be cleaner, and that the rooms double as the set for old Barretta movie drug busts. The place is actually dangerous. I was given the room key for someone elses room...oops. Some man followed me to my room, there are no security locks on the doors and my room was easily accessed from the roof next door. I am sure the city is waiting for some young cute girl to get raped and murdered there before shutting down this trap. The problem is they get folks late at night with few options. unless you are looking to experience thrill ride type stomach flips stay away. if im lucky enough to be alive in the morning I will plan much better from now on

Stayed June 2012

Value	Rooms
Location	Cleanliness
	Service


Helpful? 5 Thank hxari

Report

[Ask hxari about Midway Inn](#)

This review is the subjective opinion of a TripAdvisor member and not of TripAdvisor LLC.

macpato



seattle
Level

Contributor

4 reviews

3 hotel reviews

3 helpful votes

"This place is a wart!"

Reviewed June 12, 2012


This place is a wart, in fact a malignant cancerous wart on what is otherwise a great city. Given that it is many people's perhaps first impression of Chicago there could not be a worse PR effort anywhere. The owners are nothing but absentee slumlords who keep the place just good enough to keep from being arrested - or maybe they have been and simply have good lawyers.

Room Tip: Here is a tip - go elsewhere, quickly.

[See more room tips](#)

Stayed March 2012, traveled on business

Value	Rooms
Location	Cleanliness
Sleep Quality	Service

Helpful?  3 [Thank macpato](#)

[Report](#)

[Ask macpato about Midway Inn](#)

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153 reviews

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Additional Information about Midway Inn

Property: Midway Inn

Address: 5335 S Pulaski Rd, Chicago, IL 60632

Location: United States > Illinois > Chicago

Amenities:

Free Parking

Exhibit "D"

Hotel Setback access

Ranked #166 of 186 Hotels in Chicago

Number of rooms: 28

Official Description (provided by the hotel):

The Midway Inn offers no-frills accommodations that are exceptionally clean, comfortable & affordable. All rooms have been recently updated and are accessed via an interior corridor and are secured by electronic door locks. All rooms feature king-size beds, flat panel televisions with a great line-up of stations, complimentary WIFI and complimentary parking in our on-site parking lot - all at a rate that makes the Midway Inn simply the best value in the Midway Airport area. Midway Inn is proud to offer flexible rate structures with "anytime check-in" and "half day rates" to accommodate our guests' busy lives and travel schedules. With flexible check-in times and rate structures, we're sure to be able to accommodate you just prior to a flight departure or during a lay-over period. The Midway Inn is located just 1.5 miles east of Midway International Airport and a short walk from the Chicago CTA Orange Line Elevated Train that provides quick, easy and affordable transportation directly to ... [more](#)

Also Known As:

Midway Hotel Chicago

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COMMONWEALTH OF KENTUCKY)
) ss:
COUNTY OF JEFFERSON)

SWORN STATEMENT OF MONICA WOLF

I, Monica Wolf, do hereby state and certify pursuant to 28 U.S.C. § 1746, that I have personal knowledge of the facts set forth herein, am competent to testify thereto, and if called as a witness, I would testify as follows:

1. I am a citizen of and current resident of the Commonwealth of Kentucky and the City of Louisville.
2. I specialize in consulting in the beverage alcohol and allied industries, and in particular with batch distilleries of bourbon. I am an active member the Bourbon Women Association, an organization for women who are passionate about exploring bourbon and bourbon culture and history.
3. As part of my duties, I travel to various cities including the City of Chicago for trade shows, conferences, Bourbon Women events and for social and business-related reasons. Working in the beverage and craft alcohol industry, I have many friends in and around Chicago in the beverage consulting industry.
4. While I occasionally stay in hotels or with friends, when traveling for work or for a conference, I sometimes book accommodations through home sharing sites such as Airbnb. I prefer to reserve an accommodation through Airbnb when I have an official function because it is less expensive than staying in a hotel yet more reliable than counting on the hospitality of a friend.
5. I also enjoy meeting new people in Chicago through Airbnb, some of whom I have befriended and continue to stay in contact with to this day. My passion is bourbon, and

through Airbnb, I can meet like-minded individuals and literally share my passion by procuring a special bottle of a small batch whiskey or bourbon to enjoy with my new friend and host or my other friends in Chicago in the privacy of a home.

6. I have learned about the Chicago Shared Housing Ordinance through Keep Chicago Livable, and am troubled by the implications of this law for my ability to fully enjoy my visits to Chicago. Under this new law, it is unlawful for an Airbnb host "to serve or otherwise provide alcohol to any guest or invitee of a guest."

7. Additionally, this new law substantially burdens the ability of a host to "provide food" to me during my stay. From my experience, the flavors and power of bourbon whiskey and many other alcoholic beverages are more enjoyable when paired with foods (if for no other reason than to soften the effect of the alcohol).

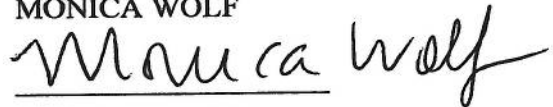
8. This law directly and substantially burdens my ability to stay in an Airbnb and learn about the bourbon preferences of my Airbnb host, which may differ from my own, or educate them about my own by conducting private tastings.

9. This law also directly and substantially burdens my ability to associate with my friends in Chicago who are also in the beverage industry because if I stay in an Airbnb, we would be forced by this law to drink outside of the safety, privacy and comfort of a private home.

FURTHER AFFIANT SAYETH NOT.

Dated: February 26, 2017

MONICA WOLF

A handwritten signature in black ink that reads "Monica Wolf". The signature is written in a cursive, flowing style. The first name "Monica" is underlined with a single horizontal line.

Airbnb offers free housing to refugees affected by Trump's immigration ban <http://www.cnn.com/2017/01/29/airbnb-offers-free-housing-to-refugees-...>

TECHNOLOGY

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Airbnb offers free housing to refugees and anyone affected by Trump's immigration ban

Arjun Kharpal | [@ArjunKharpal](#)

Sunday, 29 Jan 2017 | 8:29 AM ET

Home-sharing service Airbnb will provide free housing to detainees and travelers impacted by the Trump administration's sudden travel restrictions, U.S. CEO Brian Chesky said on Sunday.

by Taboola

Chesky joined other Silicon Valley firms in lashing out at President Donald Trump's executive order, which blocked refugees, visa holders and other citizens of seven Muslim-majority countries from entering the U.S.

Other technology [companies immediately moved to provide assistance](#) to their employees, but Airbnb appeared to be the first to offer free services to members of the public directly affected by the travel ban.

"Airbnb is providing free housing to refugees and anyone not allowed in the US. Stayed tuned for more, contact me if urgent need for housing," Chesky posted on Twitter early Sunday.



Brian Chesky
[@bchesky](#)

Follow

Airbnb is providing free housing to refugees and anyone not allowed in the US. Stayed tuned for more, contact me if urgent need for housing

7:35 PM - 28 Jan 2017

115,313

196,205

"Not allowing countries or refugees into America is not right, and we must stand with those who are affected," he said in a statement.

"Airbnb is providing free housing to refugees and anyone else who needs it in the event they are denied the ability to board a US-bound flight and are not in your city/country of residence. We have 3 million homes, so we can definitely find people a place to stay," the CEO added.

Airbnb provides short term housing, yet does not actually own the properties it lists. Instead, users can advertise their properties on

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[Here's how much money you should have saved at every age](#)

[Warren Buffett names the only 2 newspapers that have an 'assured future'](#)

[If you'd invested \\$1,000 in these 3 stocks in the 1980s, you'd be a millionaire today](#)

[Peyton Manning is ruining Papa John's first quarter](#)

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Airbnb offers free housing to refugees affected by Trump's immigration ban <http://www.cnn.com/2017/01/29/airbnb-offers-free-housing-to-refugees-...>



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Host (</hosting>)

Trips

@airbnbhelp

Messages

Help

(</help>)



(</trips>)

+1-415-800-5959

(</trips>) +1-855-624-7262
(toll-free)

Disaster Response Program

Open your doors to those in need or find emergency accommodations

Share: [f](https://www.facebook.com/sharer/sharer.php?u=https%3A%2F%2Fwww.airbnb.com%2Fdisaster&src=sdkpreparse)
(<https://www.facebook.com/sharer/sharer.php?u=https%3A%2F%2Fwww.airbnb.com%2Fdisaster&src=sdkpreparse>)

How it works

Learn more about the service
(<http://blog.airbnb.com/a-new-helping-hand-for-our-disaster-response-program/>)

Active Disasters

(</disaster/sanjose>)

San Jose Flood

(</disaster/sanjose>)

Affected Area: San Jose, California - United States

Hosts are helping all over the world

Thousands of hosts have housed individuals, families, and relief workers during emergency situations worldwide.

47 3000 +

Global Emergencies Activated Listings

How it works

Airbnb hosts can respond to crises in their community by offering housing to displaced neighbors and relief workers deployed to help.

During an emergency, Airbnb may email local hosts with information about how to help and how to offer their extra space to affected community members. These hosts are still covered by the Host Guarantee, and Airbnb's fees are waived.

Learn more (<http://blog.airbnb.com/a-new-helping-hand-for-our-disaster-response-program/>) about how Airbnb partners with government organizations and NGOs to support communities during and after a disaster.



Inspired by the community

Hurricane Sandy hit New York in 2012, and Airbnb hosts immediately began helping in the way they knew best—by providing a home and warm welcome for their neighbors in need.

Inspired by their generosity, Airbnb created the Disaster Response service, to make it easier for community members all over the world to provide emergency accommodations in times of crisis.

Read more (<http://blog.airbnb.com/a-new-helping-hand-for-our-disaster-response-program/>) about the program and the hosts that inspired us

Partnerships

Collaborating with regional disaster relief organizations in advance of an event allows us to reach a broader audience and help more people during the actual event. That is why we are pleased to partner with local government agencies and disaster relief organizations to help the Airbnb community and

the cities prepare for local emergencies.

Return to active disasters

Engli 	Airbnb	Discover	Hosting
	About (/about	Trust & Safety	Why Host
	/about-us)	(/trust)	(/host)
USD 	Careers	Travel Credit	Refer New
	(/careers)	(/invite?r=6)	Hosts
	Press (/press	Gift Cards	(/refer?r=6)
	/news)	(/gift?s=footer)	Hospitality
	Policies	Airbnb Citizen	(/hospitality)
	(/policies)	(https://www.airbnb.com/citizen-disaster-response?utm_medium=footer&utm_campaign=product)	Disaster Response (/help
	Help	Business Travel	/responsible-
	(/help?from=footer)	(/business-	hosting)
	Diversity &	travel?s=footer)	
	Belonging	Guidebooks	
	(/diversity)	(/things-to-do)	

Van Gogh's Bedroom - Apartments for Rent in Chicago: vincent van gogh room & van gogh room chicago



Search

Become a Host

No time to host?

Help

Sign Up

Log In



Vincent

Van Gogh's Bedroom

Chicago, IL, United States 20



Entire home/apt



2 Guests



1 Bedroom



1 Bed

\$10

Per Night

Check In

mm/dd/yyyy

Check Out

mm/dd/yyyy

Guests

Van Gogh's Bedroom - Apartments for Rent in Chicago: vincent van gogh room & van gogh room chicago



You won't be charged yet

This home is on people's minds.

It's been viewed 500+ times in the past week.

Save to Wish List

6352 travelers saved this place

☐ Report this listing

About this listing

This room will make you feel like you're living in a painting. It's decorated in a Post-Impressionist style, reminiscent of Southern France and times gone by. Its furniture, bright colors, and artwork will give you the experience of a lifetime.

Contact host

The space

Accommodates: 2
Bathrooms: 1
Bed type: **Real Bed**
Bedrooms: 1
Beds: 1

[House Rules](#)

Check In: **Anytime after 4PM**

Check Out: **11AM**

Property type: **Apartment**

Room type: **Entire home/apt**

Amenities

☐ Elevator in building

☐ Internet

☐ **Family/kid friendly**

☐ **Pool**

[+ More](#)

Prices

Extra people: **No Charge**

Cancellation: **Moderate**

Van Gogh's Bedroom - Apartments for Rent in Chicago: vincent van gogh room & van gogh room chicago

20 Reviews

Accuracy

Communication

Cleanliness

Location

Check In

Value

Matt

Van Gogh's Bedroom - Apartments for Rent in Chicago: vincent van gogh room & van gogh room chicago



Your Host



Vincent

Chicago, Illinois, United States · Joined in February 2016

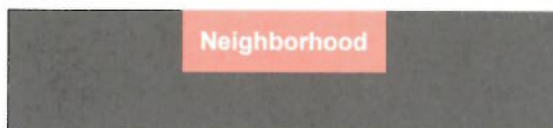
[+ More](#)



Reviews

Social Connections

Are you or your friends connected with this host?



STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

SWORN STATEMENT OF BENJAMIN THOMAS WOLF

I, Benjamin Thomas Wolf, do certify under penalties of perjury as provided under 28 U.S.C. § 1746, that the following statements of fact are true and if called as a witness in this proceeding, I would testify under oath as follows:

1. I have personal knowledge of the following facts and am competent to testify hereto.
2. I am the owner of a two-bedroom condominium unit in the Bucktown neighborhood of Chicago.
3. I have or until recently had an active listing for my unit on Airbnb. Because I am a named plaintiff in this lawsuit, I have taken down my listing during the pendency of this litigation.
4. I am currently a Ph.D candidate in the field of International Psychology. I have hosted guests from around the world and my interactions with them informed my scholarship and underscored the importance of cultural exchange. But for Airbnb, I would not have had the opportunity to meet such a diverse group of people while in Chicago and also being able to afford the cost of living in my building and as a graduate student.
5. Under the Chicago Shared Housing Ordinance, my building is subject to a "maximum cap" of six (6) listings that may be on any shared housing intermediary or platform at any one time. My building has approximately one hundred units, and there are a dozen or more different sites and platforms where furnished, short-term rentals or shared housing arrangements can be arranged over the internet. It is impossible for anyone without access to the data from all of these platforms or sites to know how many listings there are in any given multi-unit building.
6. Based on my review of a few of the more popular websites, it is possible that there are at least 6 listings for units or rooms from my building. At the conclusion of this litigation, if I were to re-activate my listing on Airbnb, it would be entirely unclear whether I would be doing so legally given the "maximum cap" restriction in the Shared Housing Ordinance, and there would be no way for me to find out if at any given time my listing was legal or not.

FURTHER AFFIANT SAYETH NOT.

Dated: January 13, 2017

BENJAMIN T. WOLF



STATE OF ILLINOIS)
)
) ss:
COUNTY OF COOK)

SWORN STATEMENT OF ANTOINETTE WONSEY

I, Antoinette Wonsey, do certify under penalties of perjury as provided under 28 U.S.C. § 1746, that the following statements of fact are true and if called as a witness in this proceeding, I would testify under oath as follows:

1. I have personal knowledge of the following facts and am competent to testify hereto.
2. I am the owner of a three-bedroom single family home in the Englewood neighborhood of Chicago, at the address of 6439 S. Racine Ave.
3. I have in the past listed rooms in my home on Airbnb for guests. The money I have earned through Airbnb has helped me restore and renovate my historic home and to otherwise pay the costs of living in Chicago. I greatly enjoy the company of my guests and the ability to show them a much-maligned part of Chicago (the South Side), and give local businesses extra income through my referrals.
4. The reason I used a pseudonym on Airbnb is to avoid harassment from City of Chicago police officers.
5. On several occasions dating back to 2014, including two occasions in June 2016, Chicago police officers illegally entered into, searched and seized my home for hours at a time, which I believe to have been based on suspicions of Airbnb activity. I was detained, interrogated and harassed, and had my whole home searched by dozens of Chicago police officers, despite the lack of any warrant or probable cause of any crime.
6. I have filed a Section 1983 lawsuit against the City of Chicago for these violations of my civil rights, titled *Wonsey v. City of Chicago*, Civ. Act. No. 16-cv-09936.

FURTHER AFFIANT SAYETH NOT.

Dated: January 12, 2017

ANTOINETTE WONSEY

