

Cody Apartments

Lease Agreement

1450 18th Ave,
Rock Island, IL. 61201
888-256-4510

RENT PER MONTH _____ DAMAGE/SECURITY/CLEANING DEPOSIT _____

LEASE BEGINS ___ / ___ / ___ LEASE ENDS ___ / ___ / ___ RENT DUE _____

1. This lease made this ____ day _____ 20 _____, by and between CODY APARTMENTS, of the City of, Rock Island State of Illinois, the Lessor, hereinafter designated as the Landlord, and

the Lessee(s), hereinafter designated as the Tenant(s) jointly and severally. The Landlord may or may not be the owner of the premises and may be acting as agent for the owner.

2. **DESCRIPTION:** The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, has agreed to lease unto the Tenant the following described premises: PREMISES LOCATION:

1450 18th Ave. Rock Island. IL. Apt # _____

3. **TERMS AND RENT:** The terms of this lease shall be for a period of ____ consecutive months, from _____ through _____ 12 Noon. The first month will be prorated for the fraction of the month occupied. \$ _____ on the 1st of each month, to begin the day of the written lease for a period in advance of not less than thirty (30) days. The total amount of rent to be paid for the entire period will be \$ _____. In addition a credit card must be on file with the current on Site Representative or a check equivalent to last full months rent will be required upon signing of this lease

A. LATE CHARGES for OVERDUE RENT will be **\$35.00** for all checks not postmarked or delivered by noon on the 6th of the month. The late fee will be added to the base rent for the month and accumulate for each month of overdue rent. There is a five (5) day grace period, including rent due date, in which to pay rent and avoid late fees.

B. DISHONORED CHECKS

1. \$25.00 per every check returned. AFTER TWO CHECK RETURNS, CASH OR MONEY ORDERS WILL BE THE ONLY ACCEPTABLE PAYMENT.
2. Late fees WILL BE charged, starting from date rent was due (see Item 3, Section A)

4. **SECURITY DEPOSIT:** All premises shall be covered with a full security deposit at all times. Landlord is allowed a thirty day period in which to return the deposit. The security deposit is equal to one months rent \$ _____. The deposit will be refunded in full if Tenant satisfies the CHECK-IN / CHECK-OUT requirements, and if premises are left in a clean, ready condition, which includes defrosting of refrigerator, cleaning oven, working light bulbs in all operable light fixtures, working batteries in all smoke detectors & CO2 detectors, (no alterations to premises to be made without Landlord's written consent). The deposit also covers damage for outside the premises and the common areas, caused by Tenant. Landlord reserves the right to retain all or part of the deposit if these conditions have not been satisfied. There will be a \$50.00 charge for each lock (i.e. handle, deadbolt, interior locks) if keys are not returned. The security deposit will be forfeited in full for the following reasons:

- A. Termination of the lease prior to the expiration date*, FOR ANY REASON.
- B. Damages equal to or greater than SECURITY deposit.
- C. A combination of violations equal to the full amount of the deposit.
- D. Failure to take possession of said premises.

* Cody Apartments does not receive last months rent 45 days after due date then this will be considered breach of lease and security deposit will be forfeited.

The forfeiture of the security deposit is not intended to be the exclusive remedy for recovery of damages to the premises caused by the Tenant. The Landlord reserves the right to seek additional lawful remedies for recovery of damages to the premises caused by the Tenant, which exceed the security deposit.

5. PLACE AND METHOD PAYMENT: Payment of rents may be made in person by dropping monthly payment in mail slot in office. Or you can mail the check to Cody Apartment 1450 18th Ave. Rock Island, IL. 61201 Checks shall be made payable to Cody Apartments. Our office phone number is 888-256-4510

6. REMEDY FOR FAILURE TO PAY RENT OR OTHER BREACH OF THE LEASE: In the event that any rent or additional sums required by this lease are not paid, or in the event of any breach or default of this lease, the unpaid balance of the agreed rental for the premises for the remaining unexpired term of this lease shall, at the sole option of the Landlord and without further notice, become immediately due and payable as partial liquidated damages and the Landlord shall not be required to take any action to mitigate damages on its behalf or to re-enter and/or relet the premises for the purpose of such mitigations of damages during the term of this lease. No re-entry hereunder shall bar the recovery of rent or damages for breach of any of the terms, or rules and regulations. Tenants will be responsible to pay any and all reasonable legal and attorney fees and court costs in connection with enforcement of the lease or a breach of this lease.

The Landlord shall have the option to:

A. Terminate this lease, resume possession of the premises for its own account, and recover from the Tenant the rent specified in this lease for the remainder of the term, or

B. Resume possession and re-lease or rent the premises for the remainder of the account of the Tenant and recover from the Tenant the difference between the rents specified in this lease and the rent received upon renting for the term of the original lease.

7. LIABILITY*: The Landlord shall not be liable to any occupancy of said premises for damages and/or any inconvenience or injury as a result of an ACT OF GOD: flood, explosion, tornado, extreme weather, earthquake, hail or as a result of problems with appliances, heating/cooling units, water heater, etc. that were not the result of Landlord's negligence. Tenant is advised that the real property is insured, but the insurance does NOT cover Tenant's property (or any utility bills in Tenant's name). **Lessee acknowledges that Lessor has informed Lessee that Lessor does not carry, nor is Lessor required to carry, insurance which covers Lessee's personal property on or about the premises herein described. Lessee has been advised the Lessee is solely responsible for said coverage if desired. This insurance coverage is called Renter's Insurance.* IT IS STRONGLY RECOMMENDED THAT TENANT OBTAIN RENTER'S INSURANCE.

8. ENTRY: A reasonable effort will be made to give prior notice to the Tenant before entering the residence; however, the Tenant agrees to allow Landlord to enter said premises for maintenance or repair that has been requested by tenant or that would cause damage to premises if no action was taken.

9. VACATING PREMISES: At the termination of this lease or by any other means stated in this lease, the Tenant shall yield up immediate possession of said premises to the Landlord, and rent shall be paid in full. Any failure to do so shall result in Landlord being paid for the time and legal proceedings involved in monies to cover said failure. A fee of 2% per month will accrue on delinquent rent until paid in full, and a collection agency will be contacted and informed about delinquent payments.

10. UTILITIES & DEPOSITS: To be paid as follows: T: Tenant O: Landlord

Electricity T Gas T Water O Trash O Telephone T
Cable _____ other _____ Internet _____

TENANT AGREES TO MAINTAIN HEAT IN SAID PREMISES IN WINTER MONTHS AT A MINIMUM TEMPERATURE OF 55 degrees F or as needed to avoid frozen water pipes. Also, it is recommended that if a Tenant should leave premises for an extended amount of time, the cabinet doors under any sink be left open. If any pipes freeze due to Tenant's neglect, Tenant will be charged to repair damages. Landlord is not liable for any damages to Tenant's belongings as stated in Item 8.

11. The Tenant by execution of this lease agrees to comply with the following rules and regulations:

- A. To keep hallway in front of doorway clean and free of any obstructions.
- B. Allow "quiet enjoyment" by fellow tenants. Excessive noise will be cause for eviction.
- C. Any Criminal activity is cause for immediate eviction.
- C. To refrain from attaching any sticky substances to walls, appliances, floors, ceilings, windows or doors.

Landlord recommends the use of small tacks.

D. Tenant understands that ANY damages not documented when premises is leased will cause full or partial forfeiture of Tenant's Security Deposit.

E. PETS ARE ALLOWED UNDER THESE GUIDELINES.

F. To pay late fees on rent which is late, and to be responsible for bad checks.

G. To properly notify Landlord of maintenance needs. Tenant is aware that maintenance will not be performed for any Tenant who has any monies overdue. This includes any rent, late fees, security deposits, utilities, and costs to repair damage due to Tenant negligence, and/or any other fees or any other monies owed to Landlord. Tenant agrees to allow Landlord to withhold maintenance until all monies are paid in full; however, if Tenant has permission for Landlord to pay late, maintenance may be done.

H. Tenant agrees NOT to litter the grounds and common area. Tenant will be charged for trash removal. ** Any tenant or guest of tenant leaving refuse in the hallways or any common area will be fined \$75 by our management and also fined by city of Rock Island \$75 - \$750 per day. A second occurrence will also be fined and grounds for immediate eviction.

I. Tenant agrees to turn in all sets of keys upon vacating premises. Failure to do so will result in monies being withheld from Tenant's Security Deposit to re-key lock.

J. Tenant agrees not to do any extensive automobile repair in parking lot. Automobiles left in one area for a period of over five (5) days or left without valid state license plates will be towed at Tenant's expense, unless permission for automobile being left on premises is given in writing by the Landlord. Tenant agrees NOT to park in front of trash dumpsters or on lawn.

K. TENANT AGREES TO ABIDE BY REGULAR OFFICE HOURS in regard to paying rent, calling in maintenance requests, etc., UNLESS IT IS OF AN EMERGENCY NATURE. EMERGENCY PHONE NUMBER IS (630)950-5030. All H2O (water) leaks must be reported ASAP.

L. TENANT UNDERSTANDS THAT PREMISES ARE RENTED AS IS, unless any changes to be made are in writing on this lease.

M. DEADBOLT LOCKS AND ANY CHANGES in door locks must be purchased and installed through Landlord. No changes to the locks may be made without the Landlord's written permission, and it is the Tenant's responsibility to be sure Landlord has a current operating key at all times. If Tenants have not provided Landlord with a current operable key, the Landlord may elect to change locks without prior notice, and at such time, Tenants will be charged all expenses associated with rekeying locks.

N. Tenant agrees to be responsible for furnishing and/or replacement of light bulbs in premises.

O. Tenant agrees to be responsible for replacement of batteries in smoke alarms, CO2 detectors and test once per month. Tenant is advised it is a misdemeanor to REMOVE the batteries or disconnect the smoke alarm or CO2 detector. If management finds a smoke alarm or the CO2 detector with batteries removed or smoke alarm or the CO2 detector removed, the tenant will be fined \$150.00 which will be deducted from their security deposit. If premise complex has a central fire alarm system, Tenant is responsible for any unnecessary City Fire calls.

P. LOCK OUT FEE is \$25.00 during office hours and \$35.00 after hours.

Q. ABANDONED PROPERTY - Tenant agrees to promptly remove all of Tenant's personal belongings and property at the termination of this lease, and Landlord may elect that any personal property not removed at such termination by Tenant is deemed abandoned by Tenant and same shall become the property of Landlord without any payment or offset therefore. If Landlord shall not so elect, the Landlord may remove such property from the leased premises and store same at Tenant's risk and expense. Belongings are considered abandoned once the electric has been disconnected.

R. Maintain the unit in a clean and sanitary condition at all times, if not tenant will be evicted immediately.

S. If tenant causes any property damage, tenant will be evicted immediately.

T. At termination of lease tenant is to have apartment so it's in move in condition, if management determines it is not in move in condition, there will be a minimum \$75.00 cleaning charge billed to tenant which may be taken out of security deposit.

U. Satellite dishes will not be permitted with out written authorization from owner.

12. MOVE-IN CONDITION: Tenant has inspected and accepts the property AS-IS except for conditions materially affecting the safety or health of ordinary persons or unless expressly noted otherwise in this lease. Landlord has made no express or implied warranties as to the condition of the property and no agreements have been

made regarding future repairs unless specified in this lease. Tenant will complete a Check In Form, noting any defects or damages to the property, and deliver it to the on site Representative or Landlord within 24 hours after the commencement Date. Tenant's failure to timely deliver the Check in Form will be deemed as Tenant's acceptance of the Property in a clean and good condition. **The Check in Form is not a request for maintenance or repairs.**

13. MAINTENANCE REQUESTS: All maintenance requests must be directed in writing or Call Cody Apartments Property Management 888-256-4510. **DO NOT ARRANGE WITH OTHERS FOR REPAIRS.**

14. RULES AND REGULATIONS: The Tenant hereby promises and agrees that any visitors shall comply with all reasonable rules and regulations which the Landlord may make from time to time, notice of which shall be given to all Tenants.

15. HOLDING OVER: Lease is to be renewed a minimum of thirty (30) days prior to the expiration date. Landlord reserves the right not to renew the lease. Extending beyond the term of the lease must be approved by the Landlord in writing. If tenant stays over the lease term a fee of \$75.00 per day will be charged. This fee will be charged against the security deposit, if the amount exceeds the remaining security deposit the landlord can recover the remaining sum via procedures outlined in item #4.

16. PREMISES: Unfurnished X

17. INDEMNIFICATION AND HOLD HARMLESS: Tenant shall hold harmless Landlord from any damage or injury to any third person or persons, either as to their person or property, resulting from any negligent or careless act or omission of the tenant or from a willful or wanton or intentional act(s) or omission(s) of the Tenant in any manner relating to the occupancy or possession of the premises.

18. BREACH OF ANY COVENANT: If any of the aforesaid covenants are broken by Tenant or any party to the Tenant, the Landlord may give Tenant a five (5) day Notice to vacate the premises and terminate the lease.

19. BINDING EFFECT: The covenants, conditions, and agreements made and entered into by the parties hereto are declared binding on their respective representatives and assigns. **YOU ARE ADVISED THAT THIS IS A LEGAL DOCUMENT AND YOU MUST BE AT LEAST 21 YEARS OLD TO SIGN.**

IN WITNESS WHEREOF, the parties hereto set their hand and seals the day and year first above written.

**I HAVE READ AND UNDERSTAND
THE TERMS AND CONDITIONS OF
THIS LEASE BEFORE SIGNING
TENANT(S)**

By: _____

_____ Date: _____

(Tenants signature)

Date: _____

_____ Date: _____

(Co signer's signature)

S.S # _____ -- _____ -- _____

S.S # _____ -- _____ -- _____

Revised 08/29/2007

CodyApartments

Apartment Check in Form

Address: _____ Apt. #: _____ Check in Date: _____

Tenant(s): _____

Tenant will complete a Check In Form, noting any defects or damages to the property, and deliver it to the on site Representative or Landlord within 24 hours after the commencement Date.

KITCHEN

Range _____

Top/Drip/pans: _____

OVEN _____

REFRIGERATOR _____

DEFROST: _____

CABINETS/COUNTERS: _____

SINK: _____

Floor: _____

Baseboard Trim _____

BATH ROOM

Tub/Shower _____

Shower _____

Sink _____

Toilet _____

Mirror _____

Cabinets _____

Floor _____

Baseboard Trim _____

Other _____

Carpeting _____

Light Bulbs _____

Floors: Bdrm.: _____ Lr: _____ Kit: _____ Bath: _____ Floor damages: _____

Personal items removed: _____ Cost: _____

DAMAGES / NOTES: _____

Furniture

Bed: _____
Full: _____

Lamps: _____

Coffee Tables: _____

End Tables: _____

Sofa: _____

Side Chair: _____

Dresser: _____

Desk: _____

Desk Chair: _____

Kitchen Table: _____

Kitchen Chairs: _____

Misc: _____

General Damages

Furniture: _____

Walls: _____

Windows: _____

Window Treatments: _____

Closets: _____

Addendum Ordinance No. 2005-26

A. LATE CHARGES for OVERDUE RENT will be \$10.00 for all checks not postmarked or delivered by noon on the 6th of the month, and \$5.00 per day there after.

B. DISHONORED CHECKS

1. \$25.00 per every check returned.

4. **SECURITY DEPOSIT:** There will be a \$50.00 charge for each lock (i.e. handle, deadbolt, interior locks) if keys are not returned

7. **ASSIGNMENTS: NO SUBLETTING.** The Tenant agrees not to assign or transfer this lease without written permission of the Landlord and according to the Landlord's requirements. There is a \$25.00 processing fee for assignments and the sublessor must complete a credit check and submit a rental application. If Landlord finds an assignee for tenant, there will be a total charge of \$75.00 plus any advertising expenses in addition to the credit check and application fees.

11. **VACATING PREMISES:** At the termination of this lease or by any other means stated in this lease, the Tenant shall yield up immediate possession of said premises to the Landlord, and rent shall be paid in full. Any failure to do so shall result in Landlord being paid for the time and legal proceedings involved in monies to cover said failure. A fee of 2% per month will accrue on delinquent rent until paid in full, and a credit agency will be contacted and informed about delinquent payments

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P. Tenant agrees to be responsible for replacement of batteries in smoke alarms and test once per month. Tenant is advised it is a misdemeanor to REMOVE the batteries or disconnect the smoke alarm. If management finds a smoke alarm with batteries removed or smoke alarm removed, the tenant will be fined \$150.00 which will be deducted from their security deposit. If premise complex has a central fire alarm system, Tenant is responsible for any unnecessary City Fire calls.

Q. **LOCK OUT FEE** is \$125.00 during office hours and \$35.00 after hours.

W. At termination of lease tenant is to have apartment so it's in move in condition, if management determines it is not in move in condition, there will be a minimum \$75.00 cleaning charge billed to tenant which may be taken out of security deposit

17. **HOLDING OVER:** Lease is to be renewed a minimum of thirty (30) days prior to the expiration date. Landlord reserves the right not to renew the lease. Extending beyond the term of the lease must be approved by the Landlord in writing. If tenant stays over the lease

term a fee of \$75.00 per day will be charged. This fee will be charged against the security deposit

DAMAGE/SECURITY/CLEANING DEPOSIT _____

Date: _____
(Tenants signature)

Date: _____
(Lessor)