

**Cannon Park Apartments  
Carterville, IL 62918**

**LENGTH OF LEASE:** \_\_\_\_\_, 200\_\_\_\_ and ending on \_\_\_\_\_, 200\_\_\_\_.

1. RENTS. The Tenants agree to pay rent as follows:

- A. \$ \_\_\_\_\_ on \_\_\_\_\_, 200\_\_\_\_ as the first month's rent; and
- B. 11 additional monthly installments of \$ \_\_\_\_\_ starting \_\_\_\_\_, 200\_\_\_\_ and the first day of each month thereafter until paid in full.
- C. For each \$ \_\_\_\_\_ rent payment paid after the 5<sup>th</sup> day of the month there is a **minimum** \$25.00 late fee that **increases** \$5.00 each day thereafter.
- D. Payments are first applied to late fees owed, damages owed, past due rent, then current rent.

- **RENT CHECKS are to be made payable to JOHN ALLEMAN and delivered to Alleman & Hicks, Attorneys At Law, 310 East Main Street, Carbondale, IL 62901.**

2. SECURITY DEPOSITS. The security deposit of \$ \_\_\_\_\_ is due upon lease signing. It is mutually agreed that this money need not be kept in a separate account, but instead may be kept by the landlord as operating capital. The security deposit will be first applied to late fees owed then damages or cleaning fees owed, then rent.

3. UTILITIES. Tenants shall pay for all utility services, except that the landlord shall pay for trash service.

4. PROHIBITED USES. **Kegs of beer are not allowed on the premises. You may not hang anything from the balcony or fences, and you may not store any objects except lawn / patio furniture and grills on the decks or patios.**

5. ALTERATIONS. There shall be no alteration of the leased premises without the written consent of the Landlord. Any holes made in the walls to hang pictures or other objects need to be filled, caulked, and painted at the end of the lease by our maintenance staff to match the other walls in the rooms. This may require repainting the whole room. You may not paint any part of your residence without the written consent of the landlord. You may not change the locks, whether it be the deadbolt or the door handle.

6. NOISE: You live in a quiet community. If music, television, or noise can be heard from your apartment into your neighbors, it is too loud and must be turned down. Repeated violations (3 or more) can result in your lease being terminated.

7. **NO PETS (dogs, snakes, ferrets, weasels, birds or other animals) ARE ALLOWED TO BE KEPT, STORED, HOUSED, OR KENNELED AT THE LEASED PREMISES WITHOUT THE WRITTEN CONSENT OF THE LANDLORD. Fish are OK – 1 DECLAWED cat is OK. If you do have a cat, there will be a cleaning fee of \$50 at the end of the lease. The tenant expressly agrees to**

**pay a non-refundable \$ 200 per month pet fee for each month, or part thereof that an unauthorized pet has been found to be at the leased premises.**

8. TENANTS' RESPONSIBILITIES. The Tenants hereby assume full liability for any damage done to the premises due to neglect or fault of the Tenants, their family, guests, agents or employees. If Tenants fail to keep the premises in good condition and repair, Landlord or Landlord's agent and contractor may enter and put the premises in good condition and repair. On demand, Tenants shall pay Landlord the cost of such work, within ten (10) days from date of billing.

9. WATERBEDS. **NO waterbeds shall be used in the premises without the written consent of the Landlord.**

10. LAWNS AND SIDEWALKS. The Tenants shall at the Tenants' own expense keep and maintain the porch in front of their own apartment. The landlord shall maintain the common areas of the property.

11. SMOKE DETECTORS – FIRE EXTINGUISHERS. The Tenants hereby acknowledge that the leased premise has a working smoke detector and fire extinguisher. The Tenants further understand and accept the responsibility to replace the smoke detector battery as necessary, and to further check the smoke detector once a month to insure its proper working order. Upon notice to the Landlord, the Landlord at Landlord's expense shall immediately replace a defective or malfunctioning smoke detector. **UNDER NO CIRCUMSTANCES SHOULD A SMOKE DETECTOR BE TAMPERED WITH, OR THE PREMISES OCCUPIED WITHOUT A PROPERLY FUNCTIONING SMOKE DETECTOR.**

12. LEASE TERMINATION AND HOLDING OVER. At Landlord's option, this lease may be terminated before the expiration of the term for Tenants' violation of any term of the lease, 30 days written notice being required.

13. ENTRY. The Tenants shall permit the demised premises to be shown to prospective tenants at any time after June 1st of the calendar year in which this lease expires. If the Tenants shall not be personally present at any time during said period to open and permit entry into said premises or if at any time, entry should be deemed necessary for the inspection or protection of the property for making any repairs, replacements, or improvements, the Landlord or his agent may enter the premises by means of a master key or otherwise. Landlord shall provide Notice prior to entering for maintenance calls.

14. ATTORNEY FEES AND MISCELLANEOUS. Tenants shall pay Landlord's cost, expense and attorney's fees incurred for the enforcement of the covenants and terms of the lease. The invalidity or unenforceability of any covenant or term of this lease shall not negate other covenants or terms herein made. The entire provisions of this lease are contained herein and all verbal representations or promises by either party or their employees are hereby declared void and of no effect. This lease shall not be deemed to

constitute a binding obligation on the Landlord unless and until it has been executed by the Landlord or the Landlord's agent.

15. MAINTENANCE CALLS. Workmen hired or employed by the Landlord shall undertake all repairs or maintenance to the premises. The tenants shall promptly notify the Landlord of all repairs and maintenance requests by notifying the Landlord in writing as indicated above, or, by sending an e-mail to [Allemanjd@aol.com](mailto:Allemanjd@aol.com) and providing the relevant information. **Phone 549-6355.**

16. PARKING. You are allowed one parking space for each tenant. No other vehicles, trailers, boats, etc. may be stored on the premises. Your vehicle must be in working order, fully licensed and insured. If your vehicle leaks fluids etc, you will need to have it repaired so as not to damage the parking lots. If your rent is 30 days past due, your parking privileges may be suspended, by written notice, until your rent is current. If your parking privileges are suspended, your car will be towed from the premises.

17. LEASE TERMINATION. Your obligation to pay your rent, security deposit, utilities, late fees, and other payments due under the terms of the Lease continues throughout the lease term notwithstanding the fact that your lease may be voluntarily terminated by you; involuntarily terminated by the landlord for your default in the terms of the lease; or by operation of law in a forceable entry and detainer lawsuit.

18. ABANDONED PROPERTY. You expressly agree that any and all property that remains in the premises after the last day of your occupancy is considered abandoned property and the landlord may dispose of it in any way he sees fit without penalty or recourse from you, or any other person.

19. DAMAGE TO PREMISES. You agree to return the premises to the Landlord at the conclusion of the lease term in the exact same condition as when your lease began subject to normal wear and tear. Should the Landlord be required to make repairs during the lease term, the tenants hereby agree to pay for said damages within 5 days of the completion of the repairs. Said payments are made separate and apart from the security deposit held by the landlord.

20. This written contract is the only agreement between the parties. Any oral agreements between the parties are null and void. Any modification to this agreement must be made in writing and signed by all parties.

Signature

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Date

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Date