

## ROOM RENTAL AGREEMENT

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This Lease Agreement (this "Agreement") is made this August 20, 2024, by and between ALBERT MOORE ("Landlord") and \_\_\_\_\_ ("Tenant"). Each Tenant is jointly and severally liable to Landlord for full payment of rent and performance in accordance with all other terms of this Agreement. Each Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

**1. Premises.** The premises leased is a room, with a shared bathroom and one (1) parking space(s), located at 2013 State Street, Alton, IL 62002 (the "Premises"). The Premises includes the following storage spaces: Closet in Basement. All utilities and high speed internet is included.

**2. Agreement to Lease.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the Premises.

**3. Term.** This Agreement will be for a term beginning on August 20, 2024 and ending on May 31, 2024 (the "Term"). The first month's rent will be prorated over the remaining 11 days of August at \$16.12 per day for a total of \$177.32.

**4. Rent.** Tenant will pay Landlord a monthly rent of \$500.00 for the Term. Rent will be payable in advance and due on the 1st day of each month during the Term. The first rent payment is payable to Landlord when Tenant signs this Agreement and represents the number of days remaining in the month multiplied by \$16.12. Rent will be paid to Landlord at Landlord's address provided herein (or to such other places as directed by Landlord) by mail or in person by one of the following methods: Cash, Personal check, Money order, PayPal, Electronic transfer, Venmo or CashApp, and will be payable in U.S. Dollars.

**5. Additional Rent.** There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent.

**6. Utilities.** The rent includes Water, Sewer, Trash, High Speed Internet, Electricity, Gas as part of each payment.

**7. Security Deposit.** Upon signing this Agreement, Tenant will pay a security deposit in the amount of \$100.00 to Landlord. The security deposit will be retained by Landlord as security for Tenant's performance of its obligations under this Agreement. The security deposit may not be used or deducted by Tenant as the last month's rent of the Term. Tenant will be entitled to a full refund of the security deposit if Tenant returns possession of the Premises to Landlord in the same condition as accepted, ordinary wear and tear excepted. Within thirty (30) days after the termination of this Agreement, Landlord will return the security deposit to Tenant (minus any amount applied by Landlord in accordance with this section). Any reason for retaining a portion of the security deposit will be explained in writing. The security deposit will not bear interest while held by Landlord in accordance with applicable state laws and/or local ordinances.

**8. Landlord's Failure to Give Possession.** In the event Landlord is unable to give possession of the Premises to Tenant on the start date of the Term, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Premises to Tenant.

**9. Holdover Tenancy.** Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If it becomes necessary to commence legal action to remove Tenant from the Premises, the prevailing Party will be entitled to attorney's fees and costs in addition to damages.

**10. Use of Premises.** The Premises will be occupied only by Tenant and additional Tenants not to exceed three and used only for residential purposes. Only Female Tenants are allowed. Tenant will not engage in any illegal or objectionable conduct, including behavior which will make the Premises less fit to live in, will cause dangerous, hazardous or unsanitary conditions or will interfere with the rights of others to enjoy their property. The Tenant will be liable for any damage occurring to the Premises and any damage to or loss of the contents thereof which is done by Tenant or Tenant's guests or invitees.

**11. Condition of the Premises.** Tenant has examined the Premises, including the appliances and fixtures, and acknowledges that they are in good condition and repair, normal wear excepted and tear, and accepts them in its current condition.

**12. Maintenance and Repairs.** Tenant will maintain the Premises, including the grounds and all appliances and fixtures, in clean, sanitary and good condition and repair. Tenant will not remove Landlord's appliances and fixtures from the Premises for any purpose. If repairs other than general maintenance are required, Tenant will notify Landlord for such repairs. In the event of default by Tenant, Tenant will reimburse Landlord for the cost of any repairs or replacement.

**13. Rules and Regulations.** Landlord has prescribed the rules and regulations governing Tenant's use and enjoyment of the Premises, attached hereto as Exhibit A, and incorporated by reference herein. Tenant acknowledges receipt of and agrees to adhere to such regulations.

**14. Military Clause.** In the event Tenant is, or hereafter becomes, a member of the United States Armed Forces (the "Military") on extended active duty, and Tenant receives permanent change of station orders to depart from the area where the Premises is located or is relieved from active duty, retires or separates from the Military, or is ordered into Military housing, then Tenant may terminate this Agreement upon giving thirty (30) days written notice to Landlord. Tenant shall also provide to Landlord a copy of the official orders or a letter signed by Tenant's commanding officer, reflecting the change which warrants termination under this Section. Tenant will pay prorated rent for any days Tenant occupies the dwelling past the first day of the month rent is due. Any security deposit will be promptly returned to Tenant, provided there are no damages to the Premises.

**15. Reasonable Accommodations.** Landlord agrees to comply with all applicable laws providing equal housing opportunities, including making reasonable accommodations for known physical or mental limitations of qualified individuals with a disability, unless undue hardship would result. Tenant is responsible for making Landlord aware of any such required accommodations that are reasonable and will not impose an undue hardship. If Tenant discloses a disability and requests an accommodation, Landlord has the right to have a qualified healthcare provider verify the disability if the disability is not readily apparent, and Landlord has the right to use the qualified healthcare provider verifying the disability as a resource for providing the reasonable accommodation.

**16. Sex Offender Registry.** Pursuant to law, information about specified registered sex offenders is made available to the public. Tenant understands and agrees that Tenant is solely responsible for obtaining any and all information contained in the state or national sex offender registry for the area surrounding the Premises, which can be obtained online or from the local sheriff's department or other appropriate law enforcement officials. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which he or she resides.

**17. Compliance.** Tenant agrees to comply with all applicable laws, ordinances, requirements and regulations of any federal, state, county, municipal or other authority.

**18. Mechanics' Lien.** Tenant understands and agrees that Tenant and anyone acting on Tenant's behalf does not have the right to file for mechanic's liens or any other kind of liens on the Premises. Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor or services that such liens are invalid. Tenant further agrees to take the additional steps necessary to keep the Premises free of any and all liens that may result from construction completed by or for Tenant.

**19. Alterations.** Tenant will not make any alteration, addition or improvement to the Premises without first obtaining Landlord's written consent. Any and all alterations, additions or improvements to the Premises are without payment to Tenant and will become Landlord's property immediately on completion and remain on the Premises, unless Landlord requests or permits removal, in which case Tenant will return that part of the Premises to the same condition as existed prior to the alteration, addition or improvement. Tenant will not change any existing locks or install any additional locks on the Premises without first obtaining Landlord's written consent and without providing Landlord a copy of all keys.

**20. Smoking.** Smoking of any kind is strictly prohibited on any part of the Premises. This prohibition applies to Tenant and any visitors, guests or other occupants on the Premises.

**21. Pets.** Tenant is not allowed to have or keep any pets, even temporarily, on any part of the Premises. The unauthorized presence of any pet will subject Tenant to penalties, damages, deductions and/or termination of this Agreement. Properly trained service animals that provide assistance to individuals with disabilities may be permitted on the Premises with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant will be responsible for the costs of de-fleaing, deodorizing and/or shampooing all or any portion of the Premises if a pet has been on the Premises at any time during the Term (whether with or without written consent of Landlord).

## **22. Behavioral Stipulations.**

- **Chores / Household Duties:** Chores and duties will be discussed on a monthly basis, and individual responsibilities will be agreed upon at those times. Each Party must complete his or her chores to the full extent in a timely fashion.
- **Overnight Guests:** Guests are not allowed:
- **Alcohol Use:** Drinking alcohol is not allowed on the property. The Parties are responsible for maintaining reasonable standards of behavior and level of noise.

**23. Fire and Casualty.** If the Premises are damaged by fire or other serious disaster or accident and the Premises becomes uninhabitable as a result, Tenant may immediately vacate the Premises and terminate this Agreement upon notice to Landlord. Tenant will be responsible for any unpaid rent or will receive any prepaid rent up to the day of such fire, disaster or accident. If the Premises are only partially damaged and inhabitable, Landlord may make full repairs and will do so within a prompt and reasonable amount of time. At the discretion of Landlord, the rent may be reduced while the repairs are being made.

**24. Liability.** Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

**25. Assignment and Subletting.** Tenant will not assign this Agreement as to any portion or all of the Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Premises.

**26. Insurance Requirements.** Tenant will not do or permit to be done any act or thing that will increase the insurance risk under any policy of insurance covering the Premises. If the premium for such policy of insurance increases due to a breach of Tenant's obligations under this Agreement, Tenant will pay the additional amount of premium as additional rent under this Agreement.

**27. Right of Entry.** Landlord or its agents may enter the Premises at reasonable times to inspect the Premises, to make any alternations, improvements or repairs or to show the Premises to a prospective tenant, buyer or lender. In the event of an emergency, Landlord may enter the Premises at any time.

**28. Surrender.** Tenant will deliver and surrender to Landlord possession of the Premises immediately upon the expiration of the Term or the termination of this Agreement, clean and in as good condition and repair as the Premises was at the commencement of the Term, reasonable wear and tear excepted.

**29. Default.** In the event of any default under this Agreement, Landlord may provide Tenant a notice of default and an opportunity to correct such default. If Tenant fails to correct the default, other than a failure to pay rent or additional rent, Landlord may terminate this Agreement by giving a thirty (30) day written notice. If the default is Tenant's failure to timely pay rent or additional rent as specified in this Agreement, Landlord may terminate this Agreement by giving a thirty (30) day written notice to Tenant. After termination of this Agreement, Tenant remains liable for any rent, additional late, costs, including costs to remedy any defaults, and damages under this Agreement.

**30. Remedies** If this Agreement is terminated due to Tenant's default, Landlord may, in addition to any rights and remedies available under this Agreement and applicable law, use any dispossession, eviction or other similar legal proceeding available in law or equity.

**31. Subordination.** This Agreement and Tenant's right under it shall be subject and subordinate to the lien, operation and effect of each existing or future mortgage, deed of trust, ground lease and/or any other similar instrument of encumbrance covering any or all of the Premises, if any, and each renewal, modification, consolidation, replacement or extension thereof.

**32. Condemnation.** If all or substantially all of the Premises are covered by a condemnation including the exercise of any power of eminent domain by a governmental authority, this Agreement shall terminate on the date possession of the Premises is taken by the condemning authority, and all rent under this Agreement shall be prorated and paid to such date. Landlord is entitled to collect from the condemning authority the entire amount of any award made in any proceeding. Tenant waives any right, title or interest which Tenant may have to any such award and agrees to not make any claim for the Term of this Agreement.

**33. Hazardous Materials.** Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**34. Lead Disclosure.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning

prevention.

**35. Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent via certified or registered mail to the following addresses (or to another address that either Party may designate upon reasonable notice to the other Party):

Notices shall be sent to the Landlord at the following address:

6239 Avalon Lane  
Indianapolis, IN 46220

Notices shall be sent to the Tenant at the following address:

\_\_\_\_\_  
\_\_\_\_\_

**36. Quiet Enjoyment.** If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Premises during the Term.

**37. No Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

**38. Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

**39. Successors and Assigns.** This Agreement will inure to the benefit of and be binding upon the Parties and their permitted successors and assigns.

**40. Governing Law.** The terms of this Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws provisions.

**41. Amendments.** This Agreement may be amended or modified only by a written agreement signed by the Parties.

**42. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document.

**43. Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

**44. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements of the Parties, whether written or oral, with respect to the subject matter.

**45. Miscellaneous.** Tenants agree to provide necessary information for Landlord to comply with City of Alton's Occupancy Permit.

This includes supplying

Students driver's license number: \_\_\_\_\_

State of Issuance: \_\_\_\_\_

Full Name \_\_\_\_\_ (first, middle, last)

DOB \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Agreement as of the Effective Date.

\_\_\_\_\_  
**Landlord** Signature

Albert Moore  
\_\_\_\_\_  
**Landlord** Full Name

\_\_\_\_\_  
**Tenant** Signature

\_\_\_\_\_  
**Tenant** Full Name

# Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

## Lead Warning Statement

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre- 1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.*

## Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazard are present in the housing (explain):

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(ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i)  Lessor has provided the lessee with all available records and reports pertaining to the lead-based paint and/or lead-based paint hazards in the housing (list documents below):

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(ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## Tenant's Acknowledgment

(c) Tenant(s) who sign below acknowledge that they have received copies of all information listed above.

(d) Tenant(s) who sign below acknowledge that they have received the pamphlet Protect Your Family from Lead in Your Home.

## Certification of Accuracy

The following Parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Agreement as of the Effective Date.

\_\_\_\_\_  
**Landlord Signature**

Albert Moore  
\_\_\_\_\_  
**Landlord Full Name**

\_\_\_\_\_  
**Tenant Signature**

\_\_\_\_\_  
**Tenant Full Name**

## EXHIBIT A

### RULES AND REGULATIONS

Tenant shall abide by the following rules and regulations while occupying the Premises:

- Tenant will keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair.
- Tenant will not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord.
- Tenant will keep all air conditioning filters clean and free from dirt.
- Tenant will keep all bathrooms, sinks, toilets, and other water and plumbing supplies in good order and repair, and shall use same only for the purposes for which they were constructed.
- Tenant will not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited into any sinks or toilets.
- Tenant's family and guests shall not make or permit any loud or improper noises, or otherwise disturb other residents in the immediate area.
- Tenant will deposit all trash, garbage, rubbish or refuse in the locations provided therefore.
- Tenant will abide by and be bound by any and all rules and regulations affecting the Premises or the common areas of the Premises which may be adopted or promulgated from time to time by Landlord.
- Tenant will abide by the Code of Conduct of their respective College.

## EXHIBIT B

### Lewis & Clark Student Code of Conduct

Lewis and Clark Community College respects the civil rights and liberties of each member of the college. However, it is imperative for the college to be a safe environment, free from violence, threats of violence, coercion and harassment, allowing for the exchange and expression of ideas.

Student conduct is governed by this Student Conduct Code. Violations of the Student Conduct Code are subject to disciplinary action up to and including expulsion. Student conduct which is subject to disciplinary action includes, but is not limited to:

- Violations of federal, state and local laws on any property owned, operated, leased or controlled by the college or at any College-sponsored activity, on- or off-campus. Violation of laws off College property may also be considered a violation of College policy depending upon the circumstances.
- Acts that interfere with the purposes and processes of the college community or that deny the rights of members of the college community.
- Academic dishonesty, including but not limited to cheating, plagiarism, and forgery.
- Using College technology resources in a manner that violates College policies, including but not limited to unauthorized access to or altering, damaging, destroying, or removing a computer, a computer program, or data; scheming to deceive or defraud to gain control over money, services, or property (including electronically produced data, confidential or copyrighted material, financial information, or as otherwise protected by applicable law).
- Violation of the college's rules, regulations, and policies.
- Fighting, violent acts or threats of violence.
- Possession and/or consumption of alcoholic beverages except at off-campus activities where such possession and



- consumption meet requirements of state law and where the location of the activity does not prohibit such beverages.
- Being under the influence of alcohol, illicit drugs, or any controlled substance not prescribed to the student by a licensed physician/nurse practitioner.
- Sale, use, possession, or distribution of illicit drugs, drug paraphernalia, or any controlled substance not prescribed to the student by a licensed physician/nurse practitioner.
- In response to the passage of the Illinois Smoke-Free Campus Act (Public Act 098-0985), the college has taken action to comply with the law and support entirely smoke-free campuses. This includes tobacco, e-cigarettes and any other type of smoke. Smoking is prohibited indoors and outdoors, as well as in college-owned vehicles and private vehicles that are on campus property. Lewis and Clark hopes to promote an environment that supports the health and well-being of its students, staff, faculty and visitors. Transitioning to a smoke-free campus decreases the effects of secondhand smoke, promotes fire safety and helps support the college's efforts toward sustainability. Violators of the policy are subject to fines and other disciplinary actions. For more information on the policy or to view a smoke-free campus map visit [www.lc.edu/smokefree](http://www.lc.edu/smokefree).
- Gambling.
- Theft or damage to College property or property of members of the college community and any student housing.
- Failure to meet financial obligations relative to College transactions or the issuing of fraudulent checks.
- Possession, carrying, displaying, brandishing, discharging or otherwise having control of or using a firearm, weapon, explosives or other dangerous object or substance on College premises or engaging in other conduct inconsistent with the college's policies against weapons and providing a safe environment.
- Denying a trustee, employee, student or invitee of the college freedom of movement or use of the facility; disrupting the performance of institutional duties or pursuit of educational activities; and occupying buildings or other property after due and legal notice to depart.
- Nuisance activities such as use of loud, abusive or otherwise improper language; creating any hazard to persons or things; blocking access ways; improper disposal of rubbish; loud music; or any other disruptive behavior.
- Lewd or obscene conduct, including the use of a computer to access pornographic or hate sites.
- Giving false or misleading information in response to requests from College officials.
- Engaging in harassment, intimidation and/or bullying. A student will be found responsible for harassment, intimidation or bullying (including physical, verbal, relational and emotional bullying) if s/he engages in conduct, including but not limited to any gesture, written, verbal or physical act or any electronic communication (which includes but is not limited to emails, text messages, videos and Internet postings on websites or social media), whether it be a single incident or series of such incidents, that occurs on or off the college campuses.
- Title IX and L&C policy prohibit sex and gender-based discrimination, including sexual misconduct. The policy regarding sexual misconduct is very clear. Anyone experiencing sexual misconduct may speak confidentially to the college's confidential Counselor at 618-468-4125. A student may also choose to report it and have it investigated. Faculty are legally required to report incidents of sexual misconduct brought to their attention through any sources and thus cannot guarantee confidentiality. View the full policy at [www.lc.edu/4rsy](http://www.lc.edu/4rsy).

*Note: Student Athletes are also required to comply with a separate Athlete Code of Conduct.*