

**Big River Investments, LLC**  
**RESIDENTIAL RENTAL AGREEMENT**

1. PARTIES.

This agreement is between Big River Investments, LLC referred to as "landlord",  
And \_\_\_\_\_ referred to as "tenant". Even if there is more than one landlord or  
tenant, the parties will be referred to in the singular.

2. DESCRIPTION.

Landlord agrees to rent to tenant, and tenant agrees to rent from landlord, the residence described as  
\_\_\_\_\_.

3. RENT

The total amount of the rent for this rental agreement shall be \$\_\_\_\_\_ payable as follows:  
\$\_\_\_\_\_ per month payable on the first day of each month of this lease. Rent is payable to the  
landlord at  P.O. Box 54, Silvis, IL 61282 . Rent is to be in cash or money order. **No personal  
checks will be accepted. Monthly rent that is received after the 5<sup>th</sup> of the month will be assessed a  
\$100.00 late fee. Rent paid after the 15<sup>th</sup> of the month will be assessed the \$100.00 plus \$5.00 for  
each additional day. No rent will be accepted without late penalties added. There will be no  
payment arrangements made. No exceptions.**

4. DURATION.

This rental agreement begins as of 12:01 a.m. on \_\_\_\_\_, and continues until  
\_\_\_\_\_. 24 Months

5. LIENS AND ENCUMBRANCES.

Tenant agrees not to allow any liens or encumbrances to attach to the property during the term of this  
agreement.

6. PETS AND USE.

There shall be no pets in the premises unless otherwise agree upon in writing. The tenant shall use the  
rented property as a residence only. There shall be no smoking inside the property.  
No Pets \_\_\_\_\_ No Smoking \_\_\_\_\_

7. VIOLATION OF LAWS.

Tenant shall not violate any city ordinance, state law, or other law in or about the property. If we feel that  
there is criminal activity going on at the property, we will contact the Authorities. This is grounds for  
immediate eviction.

8. SUBLETTING.

Any attempt by tenant to sublet, assign, or in any way transfer the property, any part of the property, or the  
tenant's rights in this agreement without the landlord's prior written consent is void.

9. TERMINATION.

If either party breaches any provision of this rental agreement, the non-breaching party shall have all the  
rights allowed by state law, including the right to terminate this rental agreement if allowed by state law,  
and pursue any remedies allowed by law. Upon termination of this tenancy, the tenant agrees to promptly  
and peacefully surrender the premises to landlord. **If the tenant breaks the lease under any  
circumstances, they are required to pay the remaining balance of the lease.**

10. MAINTENANCE.

- a. Tenant shall maintain the property in a clean and sanitary condition at all times.
- b. Tenant shall not do anything on the property that will make voidable, or increase the premium for, Landlord's insurance on the property.
- c. Tenant shall not make any alterations to the property or change the locks on the property without the prior written consent of the landlord.
- d. At the termination of the tenancy, Tenant shall surrender the property to Landlord in as good a condition as when received, except for ordinary wear and tear.
- e. Tenant is responsible for all minor maintenance and repairs necessary on the property during the term of this lease up to \$ 100.00 per occurrence. If any maintenance or repair necessary on the premises exceeds \$100.00, then the landlord shall be responsible for any amount above the \$100.00 responsibility of the Tenant.
- f. Tenant is responsible for changing all lights, smoke detector batteries, furnace filters, and any costs incurred to clear or clean any partial or complete blockage of any waste pipe during this Lease Agreement.
- g. The appliances that are currently in the premises are being provided to the Tenant free of charge and the Tenant is responsible to maintain the same. .
- h. The tenant is responsible for all yard care, leaf, snow and debris removal on the property including all porches, stairs, sidewalks, driveways and all other surfaces at all times during this lease and agree to be responsible for any and all damages or injuries for failure to do so. If tenant fails to maintain the lawn care, big river investments will contract the lawn care to our lawn care contractor. These charges will be billed to the tenant at our discretion. Initial\_\_\_\_\_

11. REPRESENTATIONS AND UTILITIES.

Landlord represents to tenant that landlord owns the property being rented and has the right to rent this property to tenant. Landlord also represents that tenant shall have the quiet enjoyment of the property during the period of this rental agreement, and that the property is habitable. Landlord further agrees to supply utilities capable of producing hot and cold running water and adequate heating for the property. **THE TENANT SHALL BE RESPONSIBLE TO PAY FOR THE COST OF ALL UTILITIES THAT ARE PROVIDED TO THE PREMISES.**

12. LIABILITY FOR DAMAGES.

Tenant agrees to assume all liability for, and hold landlord harmless from, all damages to people or property caused by tenant, tenant's family, or tenant's guests on any part of the property. "Damages" includes any costs and attorney's fees that the landlord incurs in defending any lawsuit or other action.

13. EXPENSES.

If either party incurs any expenses to enforce any provision of this agreement, including reasonable attorney's fees, either before or after either party begins an action in a court, the losing party in the suit or action, or the party defaulting on this agreement if there is no suit or action, shall pay the other party's expenses and reasonable attorney's fees, including attorney's fees at trial and on any appeal of any suit or action.

14. NOTICES.

The owners of this property are Big River Investments LLC whose address is P.O. Box 54 Silvis Il 61282 and whose telephone number is 309-788-1100.

The address to be used for sending notices to the landlord required by this agreement is P.O. Box 54 Silvis Il 61282 until such time that the landlord gives written notice to the tenant of a subsequent address. *Or in person Monday through Friday 7-330PM at 1210 11<sup>th</sup> St Rock Island*  
The address to which the landlord should send notices to the tenant is the address of the premises until such time that the landlord gives written notice to the tenant of a subsequent address.

15. MORTGAGES.

Tenant agrees that this rental agreement is subordinate to all existing mortgages and other encumbrances on this property at the time of signing this rental agreement. The tenant also agrees that during the term of this rental agreement the landlord may place mortgages or other encumbrances on the property, as long as they do not interfere with tenant's use of the property

16. ACCESS.

Tenant shall allow landlord reasonable access to the rented property to inspect the property or to repair any portion of the property. Landlord must exercise this right of access reasonably, and shall not use it to harass the tenant in any way. Landlord shall give the tenant reasonable notice before inspecting or repairing the property.

17. INSURANCE ON PERSONAL PROPERTY.

Tenant acknowledges that landlord is not responsible for insuring any of tenant's personal property. The tenant must provide proof of renter's insurance before moving in.

18. DESTRUCTION - EMINENT DOMAIN.

Landlord and tenant agree that in the event more than half of the property being rented is destroyed by fire or other loss, or is taken by eminent domain, this rental agreement shall become void at the option of either the landlord or the tenant.

19. COMPLETE AGREEMENT.

This is the complete and final agreement of the parties regarding rental of the property described in this agreement. This agreement replaces any prior written or oral agreements regarding this property.

20. SECURITY DEPOSIT.

Tenant shall give the landlord a security deposit of \$\_\_\_\_\_. This deposit shall be returned to the tenant within 30 days after the termination of this rental agreement after deducting the cost of repairing any damage caused to the premises by the tenant. The landlord acknowledges the receipt of the security deposit. If this lease is broken for any reason, the tenant forfeits their deposit.

21. SATISFACTION WITH PROPERTY.

Tenant agrees that tenant has personally inspected the property and finds it satisfactory at the time of signing this agreement. The parties agree that they have both read all the provisions contained in this agreement. The parties agree that they have not made any promises that this agreement does not contain.

22. **HOLDOVER.**

If Tenant holds possession of the leased premises after the term of this lease and any extension thereof without the consent of the Landlord, Tenant shall become a tenant from month to month upon the same covenants and agreements as herein in this lease specified, and shall continue to be such tenant until said tenancy shall be terminated by required statutory notices of either party to the other with the sole exception that the monthly rent shall be increased to 120% of the monthly rent during the initial term of this Lease.

23. **FACSIMILE SIGNATURES.**

For purposes of this agreement, facsimile signatures shall be considered the same as original signatures.

24. **EXECUTION OF RENTAL AGREEMENT.**

The parties have signed this agreement on \_\_\_\_\_ and acknowledge the receipt of one copy of the same.

25. **OTHER TERMS:**

**NO PETS** \_\_\_\_\_

**NO SMOKING** \_\_\_\_\_

Landlord:

Big River Investments, LLC Series 1

Tenant:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_