

Premises	Date of Lease	Term of Lease		Monthly Rent	Security Deposit	Pet Charge
Unit No. _____ Keys # _____ Given _____ Garage Door Openers # _____ Given _____		Beginning	Ending 12:00 (noon)	Date pd:	Date pd:	Date Pd:
						Pet Deposit Date Pd:



## Residential Lease

*This document has legal consequences. If you do not understand it, consult your attorney.*

1       **THIS RESIDENTIAL LEASE** (“Lease”) is made and entered into by and between  
2       \_\_\_\_\_ (“Landlord”) and \_\_\_\_\_ (“Tenant”).

3       **Note:** Each adult occupant at the Premises is deemed a Tenant hereunder and should be identified above.

4       For and in consideration of the undertakings and obligations of the parties hereto, it is hereby agreed as follows:

5       **1. LEASE.** Landlord hereby leases to Tenant, upon the terms and conditions herein set forth, certain premises (the  
6       **“Premises”**) located at: \_\_\_\_\_  (Check box if description attached)

7       \_\_\_\_\_ **MO** \_\_\_\_\_  
8       \_\_\_\_\_ **Street Address** \_\_\_\_\_ **City** \_\_\_\_\_ **Zip Code** \_\_\_\_\_ **County**  
9       together with such personal property and furnishings as are set forth here (or  check box if schedule attached): \_\_\_\_\_

10       (If any parking space(s) is/are included as part of the Premises, identify below by checking and completing all that apply):

11        Attached Garage    Offsite location (identify) \_\_\_\_\_  
12       Number of Spaces = \_\_\_\_\_  Reserved    Unreserved    Other (Describe) \_\_\_\_\_

13       **Note:** If any separate charges or fees (in addition to Monthly Rent set forth herein) are to apply with respect to parking or  
14       otherwise, then the parties should specify such in the “Special Agreements” section of this Lease.

15       **2. TERM.** (Check applicable box and complete information to specify whether a fixed term or month-to-month lease)  
16        This paragraph, if used, shall bind the parties to a fixed lease term commencing on \_\_\_\_\_, 20\_\_\_\_, and  
17       terminating at 12:00 p.m. (noon) on \_\_\_\_\_, 20\_\_\_\_ (the “Term”).  
18        This paragraph, if used, shall bind the parties to a lease term from month to month, commencing on  
19       \_\_\_\_\_, 20\_\_\_\_ and continuing month to month until terminated by Landlord or Tenant, by giving  
20       the other party at least thirty (30) days' Notice of termination before the next Monthly Rent payment date (the “Term”).

21       **3. RENEWAL OPTION** (If the following is not applicable, insert “zero,” “0,” “N/A” or “Not Applicable”)  
22       Tenant shall have the right to extend the Term for \_\_\_\_\_ additional period(s) of (check one, as applicable)  \_\_\_\_\_  
23       (\_\_\_\_) years; or  \_\_\_\_\_ (\_\_\_\_) months, each, commencing on the expiration of the then current Term (i.e., expiration  
24       of the initial Term with respect to commencement of the first extension period; expiration of the first extension period with  
25       respect to commencement of the second extension period, etc.) of this Lease. Such right shall be deemed effectively  
26       exercised only if Tenant gives Landlord Notice thereof at least \_\_\_\_\_ days (ninety (90) days if none stated) prior to the  
27       expiration of the then current Term and only if Tenant is not in default at the time of such exercise. All terms and provisions  
28       of this Lease shall apply during the extension Term(s), except that Monthly Rent payable pursuant to the Lease shall be  
29       increased (but in no event decreased) as follows: \_\_\_\_\_

30       Tenant's failure to exercise its right to extend the Term (if more than one (1) extension option is permitted hereby) shall  
31       cause all rights to future extensions to lapse. It is expressly understood that the right to extend granted herein is personal  
32       to the person(s) expressly named as the initial Tenant in this Lease and shall not inure to the benefit of any successor,  
33       assignee or subtenant of Tenant's interest under this Lease.

34       **4. RENT.** Tenant agrees to pay an amount (“Monthly Rent”) of \_\_\_\_\_ Dollars  
35       (\$\_\_\_\_\_) per month, payable in advance on the \_\_\_\_ day of each month during the Term of this Lease. The  
36       first full month's Monthly Rent (together with per diem Monthly Rent if the Term commences other than on the \_\_\_\_\_  
37       day of the month) shall be paid upon execution of this Lease. Any parking charges, and any other fees or amounts to be  
38       paid by Tenant to Landlord pursuant to the terms of this Lease (other than Monthly Rent) are collectively referred to as  
39       **“Additional Charges.”** Additional Charges shall be due and payable no earlier than thirty (30) days after Notice thereof is  
40       delivered to Tenant (unless otherwise specified). Monthly Rent and Additional Charges are collectively referred to as **“Rent”**.  
41       All Rent shall be paid on or before the date when due without set-off, counterclaim, deduction or a grace period whatsoever.  
42       Tenant agrees to pay (check all that apply):  \$\_\_\_\_\_ for each month that Rent remains unpaid after the due date;  
43        \$\_\_\_\_\_ for each day that Rent remains unpaid after due date, as a late charge. This provision is in addition to  
44       all other rights and remedies provided by this Lease and shall not affect Landlord's right to declare Tenant in default for  
45       failure to pay any sum when due. All Rent shall be payable to \_\_\_\_\_ at  
46       \_\_\_\_\_ (Number, Street, City, State and Zip Code) or to such other  
47       person and at such other place as Landlord may from time to time direct. There will be a \_\_\_\_\_  
48       Dollar (\$\_\_\_\_\_) service charge on all returned checks. If any check delivered to Landlord by Tenant is returned  
49       for insufficient funds, then Landlord may refuse payment by check thereafter and may require Tenant to make payment by  
50       cashier's check, money order, wire transfer or certified funds.

51        Check this Box only if the following is to apply. Tenant hereby authorizes Landlord to electronically withdraw from  
52       Tenant's Account (hereinafter defined) monthly payments of Rent during the Term. Tenant shall notify Landlord of the name  
53       and address of the bank, credit card or financial institution in which Tenant's account (the **“Account”**) is located and the

56 number of the Account, and execute authorization forms acceptable to effectuate the payment of Rent as above provided.  
57 Tenant shall retain sufficient amounts in the Account for monthly withdrawals throughout the Term. If Tenant desires to  
58 change the Account to another financial institution, Tenant shall give Landlord prior Notice thereof and execute authorization  
59 forms to enable Landlord to electronically withdraw Rent as above provided, without hiatus.

60 **5. SECURITY DEPOSIT.** Upon execution of this Lease Tenant shall deliver the sum of (*not to exceed two (2) months of*  
61 *Monthly Rent*) \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "**Security Deposit**") to (*check one*)

62  Landlord or  Landlord's property manager  
63 to be held in a separate account as required by §535.300 RSMo for the Term as security for Tenant's performance of its  
64 obligations as herein specified. Landlord may withhold from the Security Deposit such amounts as are reasonably  
65 necessary to **(a)** remedy Tenant's default in the payment of Rent; **(b)** restore the Premises to its condition at the  
66 commencement of the Term, ordinary wear and tear excepted; or **(c)** compensate Landlord for actual damages sustained  
67 as a result of Tenant's failure to give adequate Notice to terminate this Lease pursuant to law or the terms hereof; and as  
68 may otherwise be permitted by applicable law. In this regard, the parties specifically agree that an amount, up to (*if not*  
69 *applicable, insert "zero" or "N/A"*) \_\_\_\_\_ Dollars (\$\_\_\_\_\_),  
70 may be withheld from the Security Deposit for actual carpet cleaning costs expended (it being further understood and agreed  
71 to, however, that Tenant may still be liable for actual costs for carpet cleaning, or other repair or replacement of damage,  
72 that exceeds ordinary wear and tear, which may also be withheld from the Security Deposit).

73 Within thirty (30) days after termination of the Lease, Landlord shall either return the full amount of the Security Deposit or  
74 furnish to Tenant a receipt for the actual carpet cleaning costs (*if applicable*), along with a written itemized list of the damages  
75 for which the Security Deposit or any portion thereof is withheld (along with the balance thereof, if any) as required by  
76 §535.300 RSMo. Refund may be made by one check, jointly payable to all known persons and entities constituting the  
77 Tenant. Such refund check and any itemization of damages may be mailed to one Tenant only. The Security Deposit does  
78 not constitute liquidated damages and nothing herein shall limit Landlord's right to recover actual damages in excess thereof,  
79 or permit Tenant to apply any portion thereof in lieu of payment of any Rent due under this Lease. The Security Deposit  
80 (and any prepaid Rent or other deposit hereunder) may be held in an interest bearing account. Any interest earned shall be  
81 paid to Landlord (or its property manager if and as so designated from time to time). If Landlord conveys its interest under  
82 this Lease the Security Deposit may be turned over to Landlord's grantees or assigns. In such case Tenant hereby releases  
83 Landlord from any liability and shall look solely to such grantee or assign with respect to the Security Deposit.

84 **6. USE RESTRICTIONS.** Tenant agrees that the Premises shall be used and occupied as a residence only, in compliance  
85 with all zoning and any other applicable laws, and shall not be used for any other purposes without Landlord's prior written  
86 consent. Nothing in this paragraph shall prohibit Tenant from hosting reasonable numbers of guests for limited periods of  
87 time. Tenant agrees that no more than \_\_\_\_\_ (\_\_\_\_) persons per bedroom shall occupy the Premises. All adult occupants  
88 shall agree in writing to be bound by the terms of this Lease. Any proposed adult occupant of the Premises who has not  
89 signed this Lease shall be subject to Landlord's application procedures and reported to Landlord prior to such party taking  
90 occupancy. Landlord may reject a proposed additional occupant for any lawful reason.

91 **7. JOINT LIABILITY.** Each adult occupant at the Premises is deemed a Tenant hereunder and shall be jointly and  
92 severally liable for all obligations of and sums due from the Tenant under this Lease. A violation by any person constituting  
93 the Tenant is deemed a violation by all. Each such Tenant shall be fully responsible for the actions of all other Tenants and  
94 all guests, invitees, employees, agents, occupants or other persons located at the Premises at any time. Landlord may, but  
95 shall not be obligated to, proceed directly against any one or more person constituting the Tenant without waiving any right  
96 or remedy Landlord may have against any other Tenant. No discharge of any Tenant, in bankruptcy, insolvency proceeding  
97 or otherwise, shall in any way or to any extent discharge or release any other Tenant from any liability or obligation  
98 hereunder. Delivery of Notice to any adult occupant shall constitute Notice to all Tenants.

99 **8. PREMISES CONDITION.** Tenant has inspected the Premises prior to execution of this Lease and, unless and except  
100 as may be otherwise noted below regarding Landlord's Work, shall accept and take possession on the commencement  
101 date in its "as-is" condition. If Landlord shall fail for any reason to put Tenant in possession, with all of Landlord's Work  
102 completed (*if required*), within three (3) days after the scheduled commencement date, then Tenant's sole right and remedy  
103 shall be to either **(a)** terminate this Lease by delivering Notice to Landlord prior to delivery of possession as aforesaid; or  
104 **(b)** receive an abatement of Rent until possession is so delivered to Tenant. Tenant agrees to keep the Premises in at least  
105 as good order, condition and repair as when received, free from any debris, trash or filth, and to not do anything to create  
106 a danger of fire or cause an increase in rates or cancellation of insurance. Tenant shall notify Landlord immediately of any  
107 repairs needed that, if left unattended, would result in damage to the Premises, such as water leakage, roof damage, wall  
108 cracks and/or holes, termite or insect damage, etc. Landlord shall keep and maintain any fences at the Premises, the  
109 foundation, exterior walls and roof of the building in which the Premises are located and the utilities and structural portions  
110 of the Premises in good repair and habitable condition, except that any repairs required to be made by reason of the  
111 negligence, willful misconduct or neglect of Tenant (or others as described in Section 7) shall be Tenant's sole responsibility.  
112 Landlord may choose to make such repairs and Tenant shall reimburse Landlord for the cost thereof together with interest  
113 thereon at the rate equal to three percent (3%) in excess of the publicly announced prime rate of U.S. Bank, N.A. (or its  
114 successors), but not to exceed the highest rate permitted by applicable law (the "**Default Rate**") from the date of  
115 expenditure by Landlord until the date of reimbursement by Tenant. Landlord shall not be required to make any other  
116 improvements or repairs of any kind upon the Premises. The parties specifically acknowledge and agree that (*check one*):

- 117  Landlord or  Tenant shall be responsible to maintain the lawn and routine landscaping (*if any*) at the Premises (or  
118 cause the same to be maintained);
- 119  Landlord or  Tenant shall be responsible for removal of snow and ice (or cause the same to be removed); and
- 120  Landlord or  Tenant shall be responsible for extermination of rodents and insects; provided, however, that Landlord  
121 shall be responsible for the treatment of any wood destroying insects.

122 (If the following is not applicable, insert "N/A" or "Not Applicable") "Landlord's Work" is limited to the following items (if  
123 any) which (unless otherwise specified) shall be completed prior to the scheduled commencement date of the Term:

124 \_\_\_\_\_  
125 \_\_\_\_\_  
126 \_\_\_\_\_  
127 \_\_\_\_\_

128  (Check box if schedule/list attached).

129 **9. SURRENDER OF POSSESSION.** Upon expiration or earlier termination of the Term of this Lease, Tenant shall  
130 surrender possession of the Premises in as good order, condition and repair as when received, ordinary wear and tear  
131 excepted; remove all personal property and debris; and clean the Premises thoroughly. Tenant shall reimburse Landlord  
132 for any necessary repair or cleanup that is not completed by Tenant prior to surrendering possession of the Premises.

133 **10. NO ASSIGNMENT/SUBLETTING.** Tenant shall not assign this Lease or sublease the Premises or any portion thereof  
134 to any other person or entity without Landlord's prior written consent.

135 **11. DRUGS.** Illegal drug trafficking or use or possession of illegal drugs is a violation of law and this Lease, subjecting  
136 Tenant to immediate termination of this Lease and to all applicable penalties, including those provided under §441.710 *et*  
137 *seq.* R.S.Mo. If Tenant or any other person uses or is involved in the use, possession or distribution of illegal drugs while  
138 in, on or about the Premises, such shall be just cause for eviction.

139 **12. UTILITIES.** Except as may be specifically set forth elsewhere herein to the contrary, Tenant shall pay for all services  
140 and utilities (including but not limited to phone, cable, Internet, satellite [to be installed only with Landlord approval], trash,  
141 gas, electric, sewer and water services and account set up and connection fees) that are provided to the Premises when  
142 due. (Specify if otherwise: \_\_\_\_\_).

143 **13. QUIET ENJOYMENT/ACCESS.** Landlord will permit Tenant to quietly and peaceably hold, occupy and enjoy the  
144 Premises during the Term without unreasonable interference by Landlord, provided that Tenant is not in default hereof, and  
145 provided further that Landlord or its designated agent(s) shall have the right (but no obligation) at all reasonable times upon  
146 prior Notice (except if an emergency) to inspect the condition of the Premises, determine if Tenant is complying with all  
147 terms hereof, make necessary or desirable repairs, and to show the Premises to prospective tenants or buyers.

148 **14. LANDLORD LIABILITY/INDEMNITY.** Landlord (and its property manager if any is so designated from time to time)  
149 shall not be liable to Tenant, Tenant's guests or any other occupant or person at the Premises, for any injury, damage or  
150 other loss to any person or property caused by Tenant or any other occupant or person, including but not limited to theft,  
151 burglary, assault, other crimes, fire, ice, water, wind, rain, smoke, acts of God or force majeure or any other cause, excluding  
152 only Landlord's (or its property manager's) willful misconduct or extreme and reckless indifference and disregard for safety  
153 and rights of others, it being specifically acknowledged however that Landlord shall have absolutely no duty or responsibility  
154 of any kind with respect to safety or security at the Premises. Subject thereto, Tenant agrees to indemnify and hold Landlord  
155 (and its property manager, if any) free and harmless from any and all liability for injury to or death of any person, or for  
156 damage of any property, arising from the use and occupancy of the Premises or by the act or omission of any person,  
157 including costs of defense and reasonable attorneys' fees. Tenant shall report any criminal incident in or near the Premises  
158 to Landlord, and if requested shall fill out a report and participate in any investigation Landlord may undertake. Should  
159 Landlord establish any security procedures or policy, Tenant shall abide by the same.

160 **15. INSURANCE.** During the Term, Tenant shall maintain general liability insurance coverage and if requested, shall  
161 provide proof of coverage prior to taking possession. Tenant shall maintain insurance on Tenant's own personal property  
162 if Tenant desires this coverage. Tenant acknowledges that loss of or damage thereto will not be covered by the proceeds  
163 of any insurance maintained by Landlord and hereby releases Landlord from any and all claims for loss, damage or  
164 inconvenience. Landlord will maintain fire and extended homeowners/hazard casualty replacement coverage and liability  
165 insurance covering the building in which the Premises is located during the Term. Landlord and Tenant hereby waive all  
166 rights each may have against the other on account of any loss or damage occasioned to the person or property of Landlord  
167 or Tenant, the Premises or its contents, arising from any risk which is insured against by Landlord or Tenant (to the extent  
168 of such insurance proceeds, but also including the amount of any deductible), and the parties each, on behalf of their  
169 respective insurance companies insuring the property of either Landlord or Tenant against any such loss, waive any right  
170 of subrogation that it may have against Landlord or Tenant, as the case may be.

171 **16. CASUALTY.** If the Premises are rendered partially uninhabitable by fire or other casualty, Rent shall be equitably  
172 reduced until such time as the Premises are wholly habitable or this Lease is terminated. If Landlord does not elect to  
173 terminate this Lease, then Landlord shall proceed without undue delay to render the Premises wholly habitable, and if not  
174 finished within one month after the date of damage or loss, then Tenant shall have the option of terminating this Lease  
175 immediately thereafter by giving to Landlord Notice of termination. If the Premises are totally destroyed or rendered wholly  
176 uninhabitable, then at the option of either party, this Lease shall terminate upon Notice to the other and any prepaid Rent  
177 shall be refunded to Tenant together with any unexpended portion of the Security Deposit. If the parties do not elect to  
178 terminate, then Rent shall be wholly abated until the Premises is repaired and fit for occupancy.

179 **17. DEFAULT.** If Tenant shall fail to make any payment of Rent on or before when the same is due, or to comply with any  
180 other term, covenant or agreement herein contained, Landlord shall have the right to declare Tenant in default hereof and  
181 to pursue any one or more right or remedy provided for herein without prior Notice or demand whatsoever, which rights and  
182 remedies shall be in addition to, and not in lieu of, any other rights and remedies provided for at law or in equity, including  
183 but not limited to those set forth at §441.065 RSMo if Tenant abandons the Premises. No failure to exercise, nor any delay  
184 in exercising any right or remedy hereunder by Landlord shall operate as a waiver thereof, nor shall any single or partial  
185 exercise by Landlord of any such right or remedy preclude any other or further exercise thereof or any other right. Waiver  
186 by Landlord of any default of Tenant under this Lease shall not be construed as a waiver of any subsequent or different  
187 default. No endorsement or statement on any check or any letter accompanying any payment be deemed an accord and  
188 satisfaction. Landlord may accept such payment without prejudice to or waiver of Landlord's right to recover the balance  
189 due or pursue any other right or remedy with respect to any default by Tenant. Any payment received by Landlord shall be

190 applied *first* to payment of any costs and expenses of reletting the Premises by Landlord following a default hereof by  
191 Tenant, including without limitation attorneys' fees, advertising fees, brokerage fees and the costs of any such cleaning,  
192 repairs, renovation, remodeling, redecoration, alterations and changes in the Premises; *second*, to the payment of any  
193 Additional Charges or other indebtedness (other than Monthly Rent) due from Tenant hereunder; and *third*, to the payment  
194 of Monthly Rent due and payable hereunder. If after applying any such payment there remains a deficiency, Tenant shall  
195 immediately pay such deficiency to Landlord along with interest thereon at the Default Rate until fully paid.

196 **18. HOLDING OVER.** If Tenant remains in possession of the Premises after the expiration or sooner termination of the  
197 Term without Landlord's written consent, such holding over shall constitute a default hereof and, without limiting any other  
198 right or remedy of Landlord at law or in equity, create and be deemed to be a tenancy at sufferance, terminable without  
199 Notice of any kind except as may be required in accordance with law, but subject to all other terms of this Lease insofar as  
200 the same may apply to such a tenancy, except that Tenant shall pay, in addition to all other charges payable by Tenant  
201 hereunder, for each day that Tenant holds over, Monthly Rent at an amount equal to two (2) times the rate (on a per diem  
202 basis) of Monthly Rent herein provided to be paid during the last month of the Term. Landlord's receipt of holdover Rent  
203 shall not relieve Tenant of liability to Landlord for damages resulting from Tenant's holdover.

204 **19. ENFORCEMENT/ATTORNEY FEES.** If Landlord enforces any provision of this Lease through court action, then in  
205 addition to any damages or equitable relief, Tenant will pay Landlord's costs and expenses of litigation, including court costs  
206 and reasonable attorney fees. The provisions of this Section shall survive any termination of this Lease.

207 **20. NOTICES.** Unless otherwise specifically provided herein or under applicable law, any notice, consent, approval,  
208 request, waiver, demand or other communication (collectively, "**Notice**") required under this Lease to be given by or on  
209 behalf of either party to the other shall be in writing and may be given by mailing such Notice by registered or certified mail  
210 return receipt requested, addressed to (*check one*):

211  Landlord or  Property Manager on its behalf,

212 and to Tenant, each at their respective addresses set forth on the signature page of this Lease. Notice to Tenant may also  
213 be effectively delivered to the Premises following initial occupancy thereof by Tenant. Notice to either party may also be  
214 sent via other means (including personal delivery, courier or messenger service or otherwise as permitted or required under  
215 applicable law, such as posting or legal publication). Any such Notice shall be deemed to have been duly given when  
216 actually received by the intended recipient (or as otherwise provided under applicable law). Refusal to accept service of a  
217 Notice shall constitute delivery of the Notice. A party may designate a new address for purposes of payment of Rent or  
218 delivery of Notice (or person to receive the same) hereunder by giving at least fifteen (15) days' advance Notice thereof to  
219 the other party in the manner provided above.

220 **21. RULES AND REGULATIONS.** The following Rules and Regulations (and as the same may be revised or supplemented  
221 from time to time by Landlord upon Notice to Tenant) shall be additional covenants and agreements on the part of Tenant.  
222 Failure to comply with or observe any Rules and Regulations shall be deemed a violation by Tenant of this Lease.

223 • Tenant shall keep the Premises and any common areas provided for Tenant use in connection with the Premises,  
224 including halls, stairways, elevators, yard, sidewalks, driveways, recreation and parking areas, free from trash, debris or  
225 filth, and shall not permit toys, bicycles, scooters, skates, charcoal grills or other items to be or remain in such common  
226 areas, but shall be stored in the Premises or such other place which Landlord may provide. Tenant shall not interfere with  
227 the use and enjoyment of any such areas by Landlord or any other tenant.

228 • Garbage, trash, waste and debris shall be kept in the kind of container, placed in the areas, and prepared for collection  
229 in the manner and at the times and places specified by Landlord. If Landlord designates a service to pick up such items,  
230 Tenant shall use the same at Tenant's cost. Landlord may require Tenant to contract directly for such service with a  
231 designated service provider. Food stuffs, garbage and refuse shall be stored and removed from the Premises in leak proof  
232 containers. Tenant shall clean and remove any evidence of such leakage at its expense.

233 • Automobiles and motorcycles (which must be operable, licensed and insured) of Tenant and all family members,  
234 guests, invitees, agents or employees, shall be parked in regular parking places, if provided, and in no other place. No  
235 trailer, boat or recreational vehicle of any kind shall be parked or stored at any place on or around the Premises without  
236 Landlord's prior written approval. Vehicle repairs of any kind shall not be permitted on the Premises.

237 • Tenant shall not make any alterations to the Premises, and shall not paint, wallpaper, decorate or otherwise change  
238 the Premises in any manner, including but not limited to installing any nails, screws or other devices for hanging pictures or  
239 other items on or from the walls or woodwork, without Landlord's prior written consent.

240 • Tenant shall not play any musical instrument or mechanical device or work with power tools in such manner as to  
241 disturb Landlord or neighbors. Tenant shall not allow loud, disturbing noises or voices by Tenant or Tenant's family, guests,  
242 invitees, agents or employees.

243 • Tenant shall not place or cause to be placed or permit anywhere in or about the Premises any sign, advertisement  
244 or announcement whatsoever, without Landlord's prior written consent.

245 • Plumbing fixtures shall be used for the purposes intended only. Cloths, cardboard, grease or other materials not  
246 designed for disposal in this manner shall not be placed in or disposed of in any plumbing fixture. Tenant shall be liable for  
247 any costs or repair by reason of such misuse.

248 • Tenant shall not alter, replace or add locks upon any door or window without Landlord's prior written consent, and  
249 shall return any and all keys, fobs, passcards and garage openers to Landlord upon termination of this Lease. Landlord  
250 agrees to change locks upon written request of Tenant and payment in advance of all applicable locksmith or other  
251 contractor service fees.

252 • Waterbeds are prohibited without Landlord's written approval and certificate of insurance before move-in.

253 • Tenant shall not use, generate, manufacture, produce, store, release, discharge or dispose of on, under, from or  
254 about the Premises any flammable or hazardous substances other than customary cleaning supplies and solvents typically  
255 used in connection with residential properties.

256 • Tenant shall ensure that the air conditioner compressor is kept clean and free of debris at all times, and that all filters  
257 are changed regularly (at least every 3 months).

258 • Tenant shall be responsible to inspect all smoke detectors, fire extinguishers and other safety devices and ensure  
259 they are maintained in good working order, including but not limited to the replacement of all batteries when needed.

260 **22. RIDERS.** The following attached Riders hereto and incorporated herein as part of this Lease (*check all that apply*):

261 **Option to Purchase** (*check one*):

262  **A.** Lease does not provide option to purchase

263  **B.** Option to Purchase (*RES-3000R*) is attached.

264 **Pet Addendum** (*check one*):

265  **A.** Lease does not allow for animals of any kind

266  **B.** Pet Addendum (*RES-3020*) is attached.

267  **Other Rider(s):** \_\_\_\_\_

268

269

270 **23. ENTIRE AGREEMENT/MODIFICATION.** This Lease and any attachment(s) hereto (*if any*) constitute the entire  
271 agreement between the parties and there are no other understandings, written or oral, relating to the subject matter  
272 hereof. This Lease may not be changed, modified or amended, in whole or in part, except in a writing signed by Landlord  
273 (or its property manager if and as may be designated from time to time by Notice form Landlord) and any adult occupant  
274 constituting Tenant (which shall be binding on all other persons and entities, if any, constituting the Tenant hereunder).

275 **24. LEAD-BASED PAINT DISCLOSURE.** Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint  
276 Hazards (*DSC-3000*) (*check one*):

277  **IS**  **IS NOT** attached to this Lease and signed by Landlord, Tenant and Broker(s).

278 **25. SIGNATURES.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but  
279 all of which shall constitute one and the same instrument. For purposes of executing or amending this Lease, an approved  
280 standard form or other written document which is signed and transmitted by any electronic method deemed valid in  
281 accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital  
282 signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

283 **26. GOVERNING LAW/CONSTRUCTION.** This Lease shall be construed in accordance with the laws of the State of  
284 Missouri and the United States of America. The terms "**Landlord**" and "**Tenant**" may be either singular or plural masculine,  
285 feminine or neuter gender, according to whichever is evidenced by the signatures below. Section captions in this Lease  
286 are intended solely for convenience of reference and will not be deemed to modify, place any restriction upon, or explain  
287 any provision of this Lease. If any one or more provision contained in this Lease shall for any reason be held to be invalid,  
288 illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not be deemed to terminate  
289 this Lease or to affect any other provision hereof, but rather this Lease shall, to the fullest extent permitted by law, remain  
290 in full force and effect and be construed as if such invalid, illegal or unenforceable provision(s) had never been contained  
291 herein; provided, however, that such provision(s) may be referred to in order to determine the intent of the parties.

292 **27. LICENSEE PERSONAL INTEREST DISCLOSURE.** (*complete if applicable; otherwise insert "Not Applicable"*)

293 \_\_\_\_\_ (*insert name of licensee*)

294 is a real estate broker or salesperson, and is (*check one or more, as applicable*):

295  a party to this transaction;

296  a principal of and/or has a direct or indirect ownership interest in  Landlord  Tenant, and/or

297  an immediate family member of  Landlord  Tenant. *Specify:* \_\_\_\_\_

298 **28. BROKER COMPENSATION.** Except as may be specifically set forth in the "Special Agreements," Section 35 of this  
299 Lease, any real estate commission or other compensation due to the undersigned (the "**Broker(s)**") will be paid by (*check*  
300 *one, neither or both, as applicable*):

301  Landlord  Tenant, pursuant to separate agreement.

302 Landlord and Tenant each represent to the other that the Broker(s) identified in Section 29 below, is (are) the only real  
303 estate broker(s) involved in this Lease. Each party shall indemnify, defend and hold harmless the other party to this Lease  
304 from any loss, liability and damage, including without limitation prevailing party fees and costs incurred by the other party,  
305 that arises from this transaction as a result of any claim made by any other person purporting to act on behalf of such party.  
306 The provisions of this Section shall survive expiration or termination of this Lease.

307 **REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

308 **29. BROKERAGE RELATIONSHIP.** By signing below, Landlord and Tenant confirm their receipt of the Broker Disclosure  
309 Form prescribed by the Missouri Real Estate Commission, and that disclosure of the undersigned licensee(s) brokerage  
310 relationship, as required by law or regulation, was made to the Landlord and/or Tenant or their respective agents and/or  
311 transaction brokers (as the case may be), by said undersigned licensee(s), no later than the first showing of the Premises,  
312 upon first contact, or immediately upon the occurrence of any change to their relationship.

- 313 **Licensee assisting Tenant is a:** *(Check appropriate box)*  
314  **Tenant's Limited Agent** (acting on behalf of Tenant)  
315  **Landlord's Limited Agent** (acting on behalf of Landlord)  
316  **Dual Agent** (acting on behalf of both Landlord & Tenant)  
317  **Transaction Broker Assisting Tenant** (not acting on  
318 behalf of either Landlord or Tenant)  
319  **Subagent of Landlord** (acting on behalf of Landlord)  
320  **(Also check here if serving as a designated agent)**

- 321 **Licensee assisting Landlord is a:** *(Check appropriate box)*  
322  **Landlord's Limited Agent** (acting on behalf of Landlord)  
323  **Tenant's Limited Agent** (acting on behalf of Tenant)  
324  **Dual Agent** (acting on behalf of both Landlord & Tenant)  
325  **Transaction Broker Assisting Landlord** (not acting on  
326 behalf of either Landlord or Tenant).  
327  **(Also check here if serving as a designated agent)**

328 By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

329 \_\_\_\_\_  
330 **Broker's Firm Assisting Tenant (and MLS ID No.)**

\_\_\_\_\_   
**Broker's Firm Assisting Landlord (and MLS ID No.)**

331 By *(Signature)* \_\_\_\_\_

By *(Signature)* \_\_\_\_\_

332 Licensee's Printed Name: \_\_\_\_\_

Licensee's Printed Name: \_\_\_\_\_

333 Date: \_\_\_\_\_

Date: \_\_\_\_\_

334 **30. FRANCHISE DISCLOSURE.** Although one or more Broker may be a member of a franchise, the franchisor is not  
335 responsible for the acts of said Broker(s).

336 **31. LEASE INFORMATION.** Permission is hereby granted by Landlord and Tenant for Broker(s) to provide information about  
337 this Lease, including but not limited to rental rates, Term and Premises address, to any multi-listing service, local Association or  
338 Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate data.

339 **32. ANTI-TERRORISM.** Each party hereto represents and warrants to each other and to Broker(s) that such party is not,  
340 and is not acting directly or indirectly for or on behalf of any person or entity, named as a Specially Designated National and  
341 Blocked Person (as defined in Presidential Executive Order 13224) or with whom you are prohibited to do business under  
342 anti-terrorism laws, and agrees to deliver a certificate to that effect which contains its tax identification number.

343 **33. TIME IS OF THE ESSENCE. Time is of the essence in performance of the obligations of the parties under this**  
344 **Lease.** All references to a specified time shall mean Central Time. Unless specified otherwise herein, a "day" is defined  
345 as a 24-hour calendar day, seven (7) days per week.

346 **34. SUBMISSION OF LEASE.** Negotiation and submission of an offer to either party for signature does not constitute an  
347 option to lease or reservation of space. Neither Landlord nor Tenant shall be bound until the last party to sign this Lease  
348 has delivered a fully executed copy to the other party.

349 **35. SPECIAL AGREEMENTS.** \_\_\_\_\_  
350 \_\_\_\_\_  
351 \_\_\_\_\_  
352 \_\_\_\_\_  
353 \_\_\_\_\_  
354 \_\_\_\_\_  
355 \_\_\_\_\_

356 **SIGNATURE PAGE TO FOLLOW ~ REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

357 **IN WITNESS WHEREOF**, the parties have entered into this Lease as of the last date set forth below their respective  
358 signatures *(Add additional signature pages if needed)*.

359 **Note: Each adult occupant at the Premises is deemed a Tenant and must sign this Lease. Failure to do so may be declared**  
360 **to be a default hereof. Notice delivered to the Notice Address set forth at below left (or as subsequently directed by a Notice**  
361 **from Tenant) shall be deemed delivery of Notice to all Tenants.**

362 **TENANT:**

363 \_\_\_\_\_  
364 *(Signature)*  
365 Print Name \_\_\_\_\_  
366 Notice Address \_\_\_\_\_  
367 \_\_\_\_\_  
368 Phone \_\_\_\_\_  
369 E-mail \_\_\_\_\_  
370 Date \_\_\_\_\_

\_\_\_\_\_  
*(Signature)*  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_  
*(Signature)*  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_

371 **LANDLORD:**  
372 *(Sign below if Landlord is to sign this Lease)*

373 \_\_\_\_\_  
374 **Landlord's Name**  
  
375 By \_\_\_\_\_  
376 Print Name \_\_\_\_\_  
377 Title *(if any)* \_\_\_\_\_  
378 Address \_\_\_\_\_  
379 \_\_\_\_\_  
380 Phone \_\_\_\_\_  
381 E-mail \_\_\_\_\_  
382 Date \_\_\_\_\_

**PROPERTY MANAGER:**  
*(Sign below if Property Manager is to sign this Lease)*

\_\_\_\_\_  
**Property Manager Name** (Landlord's authorized agent)  
  
By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title *(if any)* \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_  
E-mail \_\_\_\_\_  
Date \_\_\_\_\_

383 By \_\_\_\_\_  
384 *(If more than one individual is Landlord, sign here)*  
385 Print Name \_\_\_\_\_  
386 Date \_\_\_\_\_



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

1 **Lead Warning Statement**

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

7 **Lessor's Disclosure**

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

9 **(i)** \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing.  
10 *(explain)*  
11 \_\_\_\_\_  
12 \_\_\_\_\_

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

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

16 **(i)** \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-  
17 based paint and/or lead-based paint hazards in the housing (*list documents below*).  
18 \_\_\_\_\_  
19 \_\_\_\_\_

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

22 **Lessee's Acknowledgment** (*initial*)

23 **(c)** \_\_\_\_\_ Lessee has received copies of all information listed above.

24 **(d)** \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.  
25

26 **Agent's or Transaction Broker's Acknowledgment** (*initial*)

27 **(e)** \_\_\_\_\_ Agent or Transaction Broker has informed the lessor of the lessor's obligations under 42 U.S.C.  
28 4852(d) and is aware of his/her responsibility to ensure compliance.

29 **Certification of Accuracy**

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

32	_____	_____	_____	_____
33	<b>Lessor</b>	Date	<b>Lessee</b>	Date
34	_____	_____	_____	_____
35	<b>Lessor</b>	Date	<b>Lessee</b>	Date
36	_____	_____	_____	_____
37	<b>Agent or Transaction Broker</b>	Date	<b>Agent or Transaction Broker</b>	Date

38 **Property Address:** \_\_\_\_\_

39 **Listing No.:** \_\_\_\_\_



**ADDENDUM TO LEASE AND AGREEMENT**

1. **Single Check:** Even if multiple tenants have leased the premises, each rental payment must be made in one check for the entire amount of rent.

2. **Renewals:** If this Lease and Agreement is a renewal (i.e. by one or more of the Lessees' currently residing at this rental), Lessor will not perform any janitorial or painting services to prepare this rental for renewal or extension.

3. **Law:** This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Missouri. The parties further agree that any action to enforce the terms of the Agreement shall be instituted and/or maintained in the Circuit Court of Adair County, Missouri, or it's Associate Division, and the parties specifically waive venue in any other forum.

4. **Security Deposits:** The security deposit was received as follows:

	Date
	Date
	Date
	Date
	Date

5. **Mail Drop:** A dropbox is provided on the north end of Four Horizons Realty, Inc.'s office for after-hours rental payments. A \$25.00 processing fee is assessed for NSF check returned to Four Horizons Realty, Inc. by your bank. After the first check is returned to us for insufficient funds, your checks will no longer be accepted. You will be required to make all further rent payments by cashier's check or money order. For the safety of office personnel, **CASH IS NOT ACCEPTED!**

6. **Repairs:** All requests for repairs must be received in the office of Four Horizons Realty, Inc. during business hours by coming into the office, email, phone, or through the Four Horizons Realty, Inc. website. All work will be performed at times determined by Four Horizons Realty, Inc.

7. **Entrance to Your Rental:** We will not open the door of any rental, for anyone, except a tenant, for any reason, without written authorization from all the residents named on the lease. No information will be given about residency unless authorized. This is for your protection.

8. **Smoke Detectors/Carbon Monoxide Detectors:** Resident(s) must check smoke detectors and carbon monoxide detectors for low batteries or other defects daily and immediately notify Four Horizons Realty, Inc. if batteries or maintenance are needed.

9. **Rent Due:** Rental payments are always due on the first of each month, but are not delinquent until after the fifth of each month. If your Lease begins other than the first of the month, rent for the first month will be pro-rated and the subsequent month's rent will be due on the first day of each subsequent month. The pro-rated amount of first month's rent due for your rental is \$\_\_\_\_\_ and will not be due and payable until the beginning date of the lease. If you do not renew your lease, the pro-rated amount of your last month's rent will be \$\_\_\_\_\_ and is due on the first day of the last month.

10. **Deductions:** \$75.00 will be deducted from the security deposit if the stove & oven are left unclean. \$50.00 will be deducted from the security deposit if the shower & tub are left unclean. \$50.00 will be deducted from the security deposit if the refrigerator is left unclean. \$25.00 will be deducted from the security deposit if the dishwasher is left unclean. \$25.00 will be deducted from the security deposit if the washer and dryer are left unclean.

11. **Animals are Strictly Forbidden unless authorized:** This includes not only your rental itself, but applies to all common areas as well! If an animal is discovered, a **\$200.00 fee** per animal, per instance, will be assessed, you will be asked to immediately remove the animal, and Four Horizons Realty, Inc. may, at its discretion, commence eviction proceedings.

12. **Lost Keys & Opening Rentals:** Keys may be picked up between the hours of 8:00 a.m. to 5:00 p.m. Mondays thru Friday. If a tenant locks himself/herself out of the rental, and Four Horizons Realty, Inc. personnel are required to unlock the rental, there will be a \$25.00 fee assessed.

13. **Window Treatments:** Window treatments are not supplied by the landlord, however, there will be a mini-blind on each window. Replacement charges will apply if damaged by tenant.

14. **Early Move-Ins:** There will be **NO** move-ins allowed prior to the beginning date of the lease.

15. **Bar-B-Q Grills:** Because of liability BBQ Grills are not allowed to be used in the common areas.

16. **Common Areas:** Only furniture intended for outside use will be allowed in the common area. This applies to couches, recliners, etc.

17. **Heating and Air Conditioning:** Tenant shall maintain an appropriate temperature in the premises by the use of heating and air conditioning. Tenant shall be responsible for any damage caused by or contributed to be caused by failure to appropriately heat or cool the premises.

18. **Satellite Dish:** If tenant installs or has installed a satellite dish, the tenant shall remove the satellite dish at the conclusion of the term of the lease. Failure to do so will result in a fee of \$500.00 charged and collected from the damage deposit or other source of tenant's funds.

Lessor \_\_\_\_\_  
Date

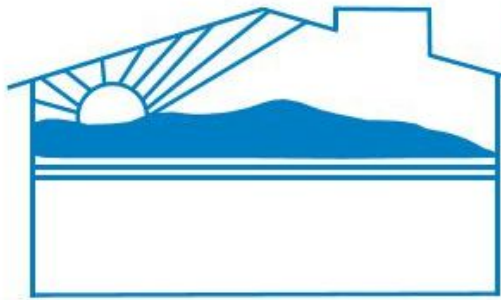
Lessee \_\_\_\_\_  
Date

Lessee \_\_\_\_\_  
Date

Lessee \_\_\_\_\_  
Date

Lessee \_\_\_\_\_  
Date

Lessee \_\_\_\_\_  
Date



# Four Horizons Realty, Inc.

703 N. Marion Street  
P.O. Box 536  
Kirksville, MO 63501  
Phone: (660) 665-3400  
Fax: (660) 665-3037

## CARBON MONOXIDE DETECTOR AND SMOKE ALARM

I acknowledge the presence of a working Carbon Monoxide Detector (IF REQUIRED) and Smoke Alarm as provided by my landlord. It is my responsibility to check them periodically to make sure they are functioning properly and will immediately alert Four Horizons Realty, Inc. if not. It is also my responsibility to maintain the units with batteries if necessary or to keep them plugged in at all times. These appliances are the property of the landlord and will remain with the property during my tenancy and when I vacate the premises. It is a violation of City Ordinance to remove the batteries or make the unit inoperable, with a fine of not less than \$500.

## GARBAGE DISPOSAL USE

Please adhere to the following guidelines when using your garbage disposal:

1. Never put grease in the disposal.
2. Never put celery in the disposal.
3. Do not put bones in the disposal.
4. Potato peels are fine in small amounts.
5. Do not put anything stringy or that will sliver in the disposal.
6. Use A LOT of HOT water when running the disposal. Once the garbage is ground, you still must use A LOT of HOT water to flush the drain.
7. Use your disposal daily.

If we have to send a repairman to look at your disposal and it is not functioning because of failure to adhere to these guidelines, the tenant will be responsible for the repair bill.

## PLUMBING

Please purchase a plunger. If you have a clogged drain in the sink, tub, or toilet, it is your responsibility to attempt to unclog the drain first. We will send a plumber to perform maintenance if that does not work. However, please understand that if all he had to do was plunge it, you will be responsible for that bill. Tampons are **not** to be disposed of by flushing through the stool.

## RENTERS INSURANCE

Four Horizons Realty, Inc. highly recommends that you purchase renters insurance. Neither the landlord nor the property management company are liable for any loss or damage to your property. You may refer to page 3 #15 of your lease. If you are a student, you may be covered under your parent's homeowner's policy. Be sure to find out.

**I have been informed of the importance of renters insurance. I understand that neither the landlord nor the property management company are liable for loss or damage to my property.**

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Four Horizons Realty, Inc. Date