Residential Lease

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

THIS RESIDENTIAL LEASE ("**Lease**") is made and entered into by and between _____ ("**Landlord**") and _____ _____ (each a "**Tenant**").

☐ (*Check if applicable)* This Lease is required to be guaranteed by the following co-signer(s) (*see also §34*):

_____ (each a "**Guarantor**").

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

1. LEASE. Landlord hereby leases to Tenant, upon the terms and conditions herein set forth, certain premises (the "**Premises**") located at:

☐ *(Check box if description attached)*

_____ _____ **MO** _____ _____

Street Address **City** **Zip Code** **County**

together with the non-exclusive right to use and enjoy any hallways, stairways, elevators, sidewalks, driveways, parking and recreational areas, patios or other such areas that are made available from time to time, if any, to all tenants at Landlord's property ("**Common Areas**"), and such personal property and furnishings as are set forth below:

(☐ *check box if schedule attached):* _____

_____

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

☐ Attached Garage ☐ Offsite location *Specify:* _____

Number of Spaces = ☐ Unreserved _____ or ☐ Reserved *Specify:* _____

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

2. TERM. (*Check applicable box and complete information to specify whether a fixed term or month-to-month lease)*

☐ This paragraph, if used, shall bind the parties to a fixed lease term commencing on _____, 20_____, and terminating at 12:00 p.m. (noon) on _____, 20 _____ (the "**Term**").

☐ This paragraph, if used, shall bind the parties to a lease term from month to month, commencing on _____, 20___ and continuing month to month until terminated by Landlord or Tenant, by giving the other party at least thirty (30) days' Notice of termination before the next Monthly Rent payment date (the "**Term**").

3. RENEWAL OPTION. *(If the following is not applicable, insert "zero," "0," "N/A" or "Not Applicable")*

Tenant shall have the right to extend the Term for _____ additional period(s) of *(check one, as applicable)*

☐ _____ (____) years; or ☐ _____ (___) months, each, commencing on the expiration of the then current Term (*i.e.*, expiration of the initial Term with respect to commencement of the first extension period; expiration of the first extension period with respect to commencement of the second extension period, *etc.*) of this Lease.

Such right shall be deemed effectively exercised only if Tenant gives Landlord Notice thereof at least _____ days (*ninety (90) days if none stated*) prior to the expiration of the then current Term and only if Tenant is not in default at the time of such exercise. All terms and provisions of this Lease shall apply during the extension Term(s), except that Monthly Rent payable pursuant to the Lease shall be increased (but in no event decreased) as follows: _____

_____

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

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4. RENT. Tenant agrees to pay an amount ("**Monthly Rent**") of _____and Zero/100_____ Dollars ($_____) per month, payable in advance on the ____ day of each month during the Term of this Lease. The first full month's Monthly Rent (together with per diem Monthly Rent if the Term commences other than on the _____ day of the month) shall be paid upon execution of this Lease. Any parking charges, and any other fees or amounts to be paid by Tenant to Landlord pursuant to the terms of this Lease (other than Monthly Rent) are collectively referred to as "**Additional Charges**." Additional Charges shall be due and payable no earlier than thirty (30) days after Notice thereof is delivered to Tenant (unless otherwise specified). Monthly Rent and Additional Charges are collectively referred to as "**Rent**". All Rent shall be paid on or before the date when due without set-off, counterclaim, deduction or a grace period whatsoever. Tenant agrees to pay (*check all that apply*): ☐ $_____ for each month that Rent remains unpaid after the due date; ☐ $ _____ for each day that Rent remains unpaid after due date, as a late charge. This provision is in addition to all other rights and remedies provided by this Lease and shall not affect Landlord's right to declare Tenant in default for failure to pay any sum when due. All Rent shall be payable to _____

at _____ (*Number, Street, City, State and Zip Code)* or to such other person and at such other place as Landlord may from time to time direct. There will be a _____and Zero/100_____ Dollar ($_____) service charge on all returned checks. If any check delivered to Landlord by Tenant is returned for insufficient funds, then Landlord may refuse payment by check thereafter and may require Tenant to make payment by cashier's check, money order, wire transfer or certified funds.

☐ *Check this Box only if the following is to apply.* Tenant hereby authorizes Landlord to electronically withdraw from Tenant's Account (hereinafter defined) monthly payments of Rent during the Term. Tenant shall notify Landlord of the name and address of the bank, credit card or financial institution in which Tenant's account (the "**Account**") is located and the number of the Account, and execute authorization forms acceptable to effectuate the payment of Rent as above provided. Tenant shall retain sufficient amounts in the Account for monthly withdrawals throughout the Term. If Tenant desires to change the Account to another financial institution, Tenant shall give Landlord prior Notice thereof and execute authorization forms to enable Landlord to electronically withdraw Rent as above provided, without hiatus.

5. SECURITY DEPOSIT. Upon execution of this Lease Tenant shall deliver the sum of (*not to exceed two (2) months of Monthly Rent*) _____and Zero/100_____ Dollars ($_____) (the "**Security Deposit**") to *(check one)* ☐ **Landlord** or ☐ **Landlord's property manager**

to be held in a separate account as required by §535.300 RSMo for the Term as security for Tenant's performance of its obligations as herein specified. Landlord may withhold from the Security Deposit such amounts as are reasonably necessary to **(a)** remedy Tenant's default in the payment of Rent; **(b)** restore the Premises to its condition at the commencement of the Term, ordinary wear and tear excepted; or **(c)** compensate Landlord for actual damages sustained as a result of Tenant's failure to give adequate Notice to terminate this Lease pursuant to law or the terms hereof; and as may otherwise be permitted by applicable law. In this regard, the parties specifically agree that an amount, up to (*if not applicable, insert "zero" or "N/A")* _____and Zero/100_____Dollars ($_____), may be withheld from the Security Deposit for actual carpet cleaning costs expended (it being further understood and agreed to, however, that Tenant may still be liable for actual costs for carpet cleaning, or other repair or replacement of damage, that exceeds ordinary wear and tear, which may also be withheld from the Security Deposit).

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

6. USE RESTRICTIONS. Tenant agrees that the Premises shall be used and occupied as a residence only, in compliance with all zoning and any other applicable laws that may apply to the Property (including but not limited to ordinances containing limitations on the number of people who can occupy a housing unit), and shall not be used for any other purpose without Landlord's prior written consent. Tenant has independently evaluated the impact of any such codes and ordinances and has determined to proceed with this Lease. Nothing in this Lease shall prohibit Tenant from hosting reasonable numbers of guests for limited periods of time. Other than the named Tenant(s) hereunder, no unrelated persons are allowed to occupy the Premises. Any proposed adult occupant of the Premises who has not signed this Lease is subject to Landlord's application procedures and must be reported to Landlord prior to such party taking occupancy. Failure to do so may be declared to be a default. Landlord may reject a proposed additional occupant for any lawful reason. Unless and until Landlord agrees in writing to the contrary, no occupant shall have any rights with respect to the Premises pursuant to this Lease.

SAMPLE

7. JOINT LIABILITY. Each named Tenant shall be primarily and directly fully liable for their own actions, as well as jointly and severally liable, for the actions of all other Tenants and for each and every guest, invitee, employee, agent, occupant or other person located at the Premises at any time. A violation by any Tenant or other such person of any provision of this Lease shall be deemed a violation by each named Tenant. Landlord may, but shall not be obligated to, proceed directly against any one or more person constituting the Tenant without waiving any right or remedy Landlord may have against any other Tenant. No discharge of any Tenant, in bankruptcy, insolvency proceeding or otherwise, shall in any way or to any extent discharge or release any other Tenant from any liability or obligation hereunder.

8. PREMISES CONDITION. Tenant has inspected the Premises (or been given full and fair opportunity to do so) prior to execution of this Lease and, unless and except as may be otherwise noted below regarding Landlord's Work, shall accept and take possession on the commencement date in its "as-is" condition. If Landlord shall fail for any reason to put Tenant in possession, with all of Landlord's Work completed *(if required)*, within three (3) days after the scheduled commencement date, then Tenant's sole right and remedy shall be to either **(a)** terminate this Lease by delivering Notice to Landlord prior to delivery of possession as aforesaid; or **(b)** receive an abatement of Rent until possession is so delivered to Tenant. Tenant agrees to keep the Premises in at least as good order, condition and repair as when received, free from any debris, trash or filth, and to not do anything to create a danger of fire or cause an increase in rates or cancellation of insurance. Tenant shall notify Landlord immediately of any repairs needed that, if left unattended, would result in damage to the Premises, such as water leakage, roof damage, wall cracks and/or holes, bed bugs, termites, insects or other pest damage or infestations, *etc.* Landlord shall keep and maintain any fences at the Premises, the foundation, exterior walls and roof of the building in which the Premises are located and the utilities and structural portions of the Premises in good repair and habitable condition. Notwithstanding the foregoing or anything else herein to the contrary, any repairs (including but not limited to infestation treatments) required to be made by reason of the negligence, misuse, willful misconduct or neglect of Tenant (or others as described in Section 7) shall be Tenant's sole responsibility and at Tenant's sole cost and expense. Landlord may choose to make such repairs and Tenant shall reimburse Landlord for the cost thereof together with interest 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 successors), but not to exceed the highest rate permitted by applicable law (the **"Default Rate"**) from the date of expenditure by Landlord until the date of reimbursement by Tenant. Landlord shall not be required to make any other improvements or repairs of any kind upon the Premises. The parties specifically acknowledge and agree that (*check one*):

☐ **Landlord** or ☐ **Tenant** shall be responsible to maintain the lawn and routine landscaping (*if any*) at the Premises (or cause the same to be maintained);

☐ **Landlord** or ☐ **Tenant** shall be responsible for removal of snow and ice (or cause the same to be removed); and

☐ **Landlord** or ☐ **Tenant** shall be responsible for extermination of rodents and insects, including but not limited to bed bugs; provided, however, that Landlord shall be responsible for the treatment of any wood destroying insects.

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

_____

_____

☐ ***(Check box if schedule/list attached)***.

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

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

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

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

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

SAMPLE

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

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

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

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 other term, covenant or agreement herein contained, Landlord shall have the right to declare Tenant in default hereof and to pursue any one or more right or remedy provided for herein without prior Notice or demand whatsoever, which rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies provided for at law or in equity, including but not limited to those set forth at §441.065 RSMo if Tenant abandons the Premises. Should any amount owed under the terms of this Lease remain in default for more than thirty (30) days after Notice thereof and referred to a third party for collection, then the amount due shall be increased to cover collection fees incurred, No failure to exercise, nor any delay in exercising any right or remedy hereunder by Landlord shall operate as a waiver thereof, nor shall any single or partial exercise by Landlord of any such right or remedy preclude any other or further exercise thereof or any other right. Waiver by Landlord of any default of Tenant under this Lease shall not be construed as a waiver of any subsequent or different default. No endorsement or statement on any check or any letter accompanying any payment be deemed an accord and satisfaction. Landlord may accept such payment without prejudice to or waiver of Landlord's right to recover the balance due or pursue any other right or remedy with respect to any default by Tenant. Any payment received by Landlord shall be applied *first* to payment of any costs and expenses of reletting the Premises by Landlord following a default hereof by Tenant, including without limitation attorneys' fees, advertising fees, brokerage fees and the costs of any such cleaning, repairs, renovation, remodeling, redecoration, alterations and changes in the Premises; *second*, to the payment of any Additional Charges or other indebtedness (other than Monthly Rent) due from Tenant hereunder; and *third*, to the payment of Monthly Rent due and payable hereunder. If after applying any such payment there remains a deficiency, Tenant shall immediately pay such deficiency to Landlord along with interest thereon at the Default Rate until fully paid.

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

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

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20. NOTICES. Unless otherwise specifically provided herein, any notice, consent, approval, request, waiver, demand or other communication (collectively, "**Notice**") required under this Lease to be given by or on behalf of either party to the other shall be in writing and may be sent via any means permitted or required under applicable law.

Any Notice to Landlord required under this Lease shall be delivered to (*check one)*:

☐ **Landlord** or ☐ **Property Manager** (at the respective address set forth on the signature page of this Lease).

Any Notice to Tenant may be delivered to the Notice Address set forth on the signature page of this Lease or to the Premises. Notice delivered to the Premises or the Notice Address shall be deemed delivery of Notice to all Tenants.

Any such Notice shall be deemed to have been duly given when actually received by the intended recipient (or as otherwise provided under applicable law). Refusal to accept service of a Notice shall constitute delivery of the Notice. A party may designate a new address for purposes of payment of Rent or delivery of any future Notice (or person to receive the same) hereunder by giving at least fifteen (15) days' advance Notice thereof to the other party in the manner provided above.

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

- Landlord has implemented a "No Smoking" policy. Smoking is defined as vaping, inhaling, breathing, or carrying a lit cigarette, cigar, pipe or other tobacco or non-tobacco smoked product in any form, legal and illegal. Tenant acknowledges that smoking is not allowed anywhere indoors or outdoors on the Premises, including but not limited to any Common Areas. Tenant further acknowledges that Landlord's No Smoking policy does not make Landlord responsible for Tenant's health or of the smoke-free condition of Tenant's Premises and any Common Areas.
- No growing of cannabis is allowed indoors or outdoors anywhere on the Premises, including but not limited to any Common Areas, without Landlord's prior written consent.
- Tenant shall keep the Premises and any Common Areas provided for Tenant use in connection with the Premises, free from trash, debris or filth, and shall not permit toys, bicycles, scooters, skates, charcoal grills or other items to be or remain in such Common Areas, but shall be stored in the Premises or such other place which Landlord may provide. Tenant shall not interfere with the use and enjoyment of any such areas by Landlord or any other tenant.
- Garbage, trash, waste and debris shall be kept in the kind of container, placed in the areas, and prepared for collection in the manner and at the times and places specified by Landlord. If Landlord designates a service to pick up such items, Tenant shall use the same at Tenant's cost. Landlord may require Tenant to contract directly for such service with a designated service provider. Food stuffs, garbage and refuse shall be stored and removed from the Premises in leak proof containers. Tenant shall clean and remove any evidence of such leakage at its expense.
- Automobiles and motorcycles (which must be operable, licensed and insured) of Tenant and all family members, guests, invitees, agents or employees, shall be parked in regular parking places, if provided, and in no other place. No trailer, boat or recreational vehicle of any kind shall be parked or stored at any place on or around the Premises without Landlord's prior written approval. Vehicle repairs of any kind shall not be permitted on the Premises.
- Tenant shall not make any alterations to the Premises, and shall not paint, wallpaper, decorate or otherwise change the Premises in any manner, including but not limited to installing any nails, screws or other devices for hanging pictures or other items on or from the walls or woodwork, without Landlord's prior written consent.
- Tenant shall not play any musical instrument or mechanical device or work with power tools in such manner as to disturb Landlord or neighbors. Tenant shall not allow loud, disturbing noises or voices by Tenant or Tenant's family, guests, invitees, agents or employees.
- Tenant shall not place or cause to be placed or permit anywhere in or about the Premises any sign, advertisement or announcement whatsoever, without Landlord's prior written consent.
- Plumbing fixtures shall be used for the purposes intended only. Cloths, cardboard, grease or other materials not designed for disposal in this manner shall not be placed in or disposed of in any plumbing fixture. Tenant shall be liable for any costs or repair by reason of such misuse.
- Tenant shall not alter, replace or add locks upon any door or window without Landlord's prior written consent, and shall return any and all keys, fobs, passcards and garage openers to Landlord upon termination of this Lease. Landlord agrees to change locks upon written request of Tenant and payment in advance of all applicable locksmith or other contractor service fees.
- Waterbeds are prohibited without Landlord's written approval and certificate of insurance before move-in.
- Tenant shall not use, generate, manufacture, produce, store, release, discharge or dispose of on, under, from or about the Premises any flammable or hazardous substances other than customary cleaning supplies and solvents typically used in connection with residential properties.
- Tenant shall ensure that the air conditioner compressor is kept clean and free of debris at all times, and that all filters are changed regularly (at least every 3 months).
- Tenant shall be responsible to inspect all smoke detectors, fire extinguishers and other safety devices and ensure they are maintained in good working order, including but not limited to the replacement of all batteries when needed.

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

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

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

☐ **B.** Option to Purchase (*PM-3000R)* is attached.

☐ **C.** Other (*identify if attached)*: _____

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

☐ **A.** Lease does not allow for animals of any kind. If an unauthorized pet or animal of any kind is found on the Premises at any time during the Term, in addition to constituting a default of this Lease, Tenant shall also be required to pay, on a retroactive basis dating back to the commencement of the Term, a monthly fine in the amount of $_____ (and Zero/100 dollars).

☐ **B.** Pet Addendum (*PM-3020)* is attached.

☐ **C.** Other (*identify if attached)*: _____

Residential Lease Guaranty/Co-Signer (*check one*):

☐ **A.** Lease does not require a guaranty/co-signer

☐ **B**. Residential Lease Guaranty (*PM-3015*) is required and is attached.

☐ **C**. Residential Lease Guaranty (*PM-3015*) is not attached but must be executed and delivered to Landlord (*§34*).

☐ **D.** Other (*identify if attached)*: _____

Other Rider(s) (*list all)***:**

☐ _____

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

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

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

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

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

27. LICENSEE PERSONAL INTEREST DISCLOSURE. (*Complete only if applicable. If disclosure for multiple licensees is required, form DSC-1000PM "Real Estate Brokerage Relationship" may be used.*)

_____ (*insert name of licensee*) is a real estate broker or salesperson, and is (*check one or more, as applicable):*

☐ a party to this transaction;

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

☐ an immediate family member of ☐ Landlord ☐ Tenant.

28. BROKER COMPENSATION. (*check one or more boxes below as applicable*)

☐ Landlord ☐ Tenant (***Note: Actual compensation will be determined by applicable brokerage service agreements or as otherwise negotiated as part of this Lease. If Tenant is requesting Landlord pay compensation to, or Landlord Broker shares compensation with, Tenant Broker at Lease signing, Form PM-4025R "Compensation Agreement Rider" should be attached.***)

SAMPLE

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

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

Licensee assisting Tenant is a: *(Check appropriate box)*

☐ **Tenant's Limited Agent** (acting on behalf of Tenant)

☐ **Landlord's Limited Agent** (acting on behalf of Landlord)

☐ **Dual Agent** (acting on behalf of both Landlord & Tenant)

☐ **Transaction Broker Assisting Tenant** (not acting on behalf of either Landlord or Tenant)

☐ **Subagent of Landlord** (acting on behalf of Landlord)

☐ **(*Also check here if serving as a designated agent*)**

Licensee assisting Landlord is a: *(Check appropriate box)*

☐ **Landlord's Limited Agent** (acting on behalf of Landlord)

☐ **Tenant's Limited Agent** (acting on behalf of Tenant)

☐ **Dual Agent** (acting on behalf of both Landlord & Tenant)

☐ **Transaction Broker Assisting Landlord** (not acting on behalf of either Landlord or Tenant).

☐ **(*Also check here if serving as a designated agent*)**

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

Tenant Broker Firm Name	**Landlord Broker Firm Name**
By (*Signature*)_____	By (*Signature*)_____
Licensee's Printed Name: _____	Licensee's Printed Name:_____
Date: _____	Date: _____

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

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

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

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

34. SUBMISSION OF LEASE. Negotiation and submission of an offer to either party for signature does not constitute an option to lease or reservation of space. Neither Landlord nor Tenant shall be bound until the last party to sign this Lease has delivered a fully executed copy to the other party. Additionally, if this Lease is to be guaranteed (*as indicated above*), then an appropriate form acceptable to Landlord, such as Residential Lease Guaranty (*PM-3015*), is either attached or must be fully executed by each Guarantor and delivered to Landlord before this Lease will become effective. If any such Guaranty is not executed and delivered to Landlord on or before _____, 20___, then this Lease shall be deemed void *ab initio*.

35. SPECIAL AGREEMENTS. _____

_____

_____

_____

_____

_____

_____

SAMPLE

IN WITNESS WHEREOF, the parties have entered into this Lease as of the last date set forth below their respective signatures.

***Note*: Any Notice delivered to the Premises or to Tenant's Notice Address set forth immediately below at left (or as subsequently directed by a Notice from Tenant per Section 20) shall be deemed delivery of Notice to all Tenants.**

☐ ***Check box if additional signatures are needed and attach Additional Signature Page (PM-5070).***

TENANT:

Print Name:_____
By:_____
Notice Address _____
_____
Phone _____
E-mail_____
Date_____

Print Name :_____
By:_____
Date_____

Print Name:_____
By:_____
Date_____

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

_____
Landlord's Name

By_____
Print Name _____
Title *(if any)*_____
Notice Address _____
_____
Phone _____
E-mail _____
Date _____

By _____
(If more than one individual is Landlord, sign here)
Print Name _____
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)*_____
Notice Address _____
_____
Phone _____
E-mail _____
Date _____

* * * \

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 lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

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

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing. (*Describe what is known*):

_____

_____

(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 (*initial (i) or (ii) below*):

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

_____

_____

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

Lessee's Acknowledgment

(c) Lessee has (*initial (i) or (ii) below*):

(i) _____ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

(ii) _____ **not** received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home.* (*initial*)

Agent's or Transaction Broker's Acknowledgment (*initial or enter "N/A" if not applicable*)

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

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.

Lessor	Date	**Lessee**	Date
Lessor	Date	**Lessee**	Date
Agent or Transaction Broker	Date	**Agent or Transaction Broker**	Date

Property Address: _____

Listing No.: _____

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SAMPLE

ADDENDUM TO LEASE AND AGREEMENT 1

1. **Single Payment**: Even if multiple tenants have leased the premises, each rental payment must be made in one check or money order 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 its Associate Division, and the parties specifically waive venue in any other forum.

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

_____

_____

_____

_____

_____

_____

5. **Mail Drop**: A dropbox is available at the north end of Four Horizons Realty, Inc.'s office for after-hours rental payments. A $25.00 processing fee will be assessed for any NSF check returned to Four Horizons Realty, Inc. by your bank. After the first check is returned to us due to insufficient funds, we will no longer accept your checks. All further rent payments will need to be made 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, emailing, or calling. All work will be performed at times determined by Four Horizons Realty, Inc. After-hours EMERGENCY maintenance requests must be made by calling the office. The voicemail has a phone number for the contact person.

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. **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.

SAMPLE

9. **Additional Charges/Late Fees**: Four Horizons Realty, Inc. reserves the right to impose administrative fees for any office work that exceeds regular duties, not to exceed $25.00. Additionally, Lessee agrees to pay a late fee equal to 10% of the outstanding account balance if Lessee fails to pay the full rent by the 5th day of each 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 also 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 remove the animal immediately, and Four Horizons Realty, Inc. may, at its discretion, commence eviction proceedings.

12. **Lost Keys & Opening Rentals:** Keys may be picked up between 8:00 a.m. and 12:00 p.m., and 1:00 p.m. and 5:00 p.m. Monday through Friday. If a tenant locks himself/herself out of the rental and Four Horizons Realty, Inc. personnel are required to unlock the rental, a $25.00 fee will be assessed.

13. **Window Treatments:** The landlord does not supply window treatments; however, each window will have a mini-blind. If the tenant damages the blinds, replacement charges will apply

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 have the utilities in their name for the duration of the lease. Furthermore, tenant must maintain an appropriate temperature in the premises by using heating and air conditioning. Heating must be maintained at no less than 55º, and air conditioning shall be maintained at no higher than 80º. Tenant shall be responsible for any damage caused by or contributed to be caused by failure to appropriately heat or cool the premises.

18. **Carbon Monoxide Detector and Smoke Alarm:** Tenant(s) 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.

SAMPLE

19. **Garbage Disposal Use:** Please adhere to the following guidelines when using your garbage disposal:

- Never put grease in the disposal.
- Never put celery in the disposal.
- Do not put bones in the disposal.
- Potato peels are fine in small amounts.
- Do not put anything stringy or that will sliver in the disposal.
- 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.
- 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.

20. **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 toilet.

21. **Renter's Insurance:** Four Horizons Realty, Inc. highly recommends that you purchase renter's insurance. Neither the landlord nor the property management company are liable for any loss or damage to your property. You may refer to page 4 #15 of your lease. If you are a student, you may be covered under your parents' homeowner's policy. Be sure to find out. **I have been informed of the importance of renter's insurance. I understand that neither the landlord nor the property management company are liable for loss or damage to my property.**

Lessor _____
Date

Lessee _____
Date

Lessee _____
Date

Lessee _____
Date

Lessee _____
Date

Lessee _____
Date

SAMPLE

ADDENDUM TO LEASE AND AGREEMENT 2

AMENDMENT TO SECTION 15 – INSURANCE

This Addendum amends Section 15, **INSURANCE**, of the Residential Lease for the Premises located at:

Property Address: _____

Landlord and Tenant agree that the portion of Section 15, lines 188-192, providing for a mutual waiver of rights and waiver of subrogation between Landlord, Tenant, and their respective insurance companies, **is hereby deleted and shall not apply.**

Tenant shall not waive, release, or otherwise impair any right of subrogation available to Landlord or Landlord's insurance carrier arising from any loss or damage to the Premises or its contents. Landlord and Landlord's insurance carrier shall retain all rights of recovery and subrogation against Tenant or any other legally responsible party for any loss or damage caused by the negligent, intentional, or otherwise legally actionable act or omission of Tenant, Tenant's occupants, guests, or invitees, to the extent permitted by applicable law and the applicable insurance policy.

Except as specifically amended herein, all other terms and conditions of the Lease remain unchanged and in full force and effect. In the event of a conflict between this Addendum and Section 15 concerning waiver of subrogation, this Addendum shall control to the extent permitted by law.

_____

Property Manager (Landlord's authorized agent) Date

_____

Lessee Date

_____

Lessee Date

_____

Lessee Date

_____

Lessee Date

_____

Lessee Date

SAMPLE

MISSOURI BROKER DISCLOSURE FORM

This disclosure is to enable you, a prospective buyer, seller, tenant or landlord of real estate, to make an informed choice BEFORE working with a real estate licensee.

Missouri law allows licensees to work for the interest of one or both of the parties to the transaction. The law also allows the licensee to work in a neutral position. How the licensee works depends on the type of brokerage service agreements involved. Since the sale or lease of real estate can involve several licensees it is important that you understand what options are available to you regarding representation and to understand the relationships among the parties to any transaction in which you are involved.

Missouri laws require that if you want representation, you must enter into a written agreement. This may or may not require you to pay a commission. You do not need to enter into a written agreement with a transaction broker unless you intend to compensate this licensee. These agreements vary and you may also want to consider an exclusive or nonexclusive type of relationship.

If you choose not to be represented by an agent, the licensee working with you may be working for the other party to the transaction.

CHOICES AVAILABLE TO YOU IN MISSOURI

Seller's or Landlord's Limited Agent

Duty to perform the terms of the written agreement made with the seller or landlord, ***to exercise reasonable skill and care for the seller or landlord, and to promote the interests of the seller or landlord*** with the utmost good faith, loyalty and fidelity in the sale, lease, or management of property.

Information given by the buyer/tenant to a licensee acting as a Seller's or Landlord's Limited Agent will be disclosed to the seller/landlord.

Buyer's or Tenant's Limited Agent

Duty to perform the terms of the written agreement made with the buyer or tenant, ***to exercise reasonable skill and care for the buyer or tenant and to promote the interests of the buyer or tenant*** with the utmost good faith, loyalty and fidelity in the purchase or lease of property.

Information given by the seller/landlord to a licensee acting as a Buyer's or Tenant's Limited Agent will be disclosed to the buyer/tenant.

Sub-Agent (Agent of the Agent)

Owes the same obligations and responsibilities as the Seller's or Landlord's Limited Agent, or Buyer's or Tenant's Limited Agent.

Disclosed Dual Agent

With the written consent of all parties, represents both the seller and the buyer or the landlord and the tenant.

A Disclosed Dual Agent may disclose any information to either party that the licensee gains that is material to the transaction.

A dual agent may not disclose information that is considered confidential, such as:

- Buyer/Tenant will pay more than the purchase price or lease rate
- Seller/Landlord will accept less than the asking price or lease rate
- Either party will agree to financing terms other than those offered
- Motivating factors for any person buying, selling or leasing the property
- Terms of any prior offers or counter offers made by any party.

SAMPLE

Designated Agent

Acts as your specific agent, whether you are a buyer or tenant, or seller or landlord. When the broker makes this appointment, the other real estate licensees in the company do not represent you.

There are two exceptions with both resulting in dual agency or transaction brokerage:

1. The agent representing you as a buyer or tenant is also the agent who listed the property you may want to buy or lease.
2. The supervising broker of two designated agents becomes involved in the transaction.

Transaction Broker

Does not represent either party, therefore, does not advocate the interest of either party.

A transaction broker is responsible for performing the following:

- Protect the confidences of both parties
- Exercise reasonable skill and care
- Present all written offers in a timely manner
- Keep the parties fully informed
- Account for all money and property received
- Assist the parties in complying with the terms and conditions of the contract
- Disclose to each party of the transaction any adverse material facts known by the licensee
- Suggest that the parties obtain expert advice.

A transaction broker shall not disclose:

- Buyer/Tenant will pay more than the purchase or lease price
- Seller/Landlord will accept less than the asking or lease price
- Motivating factors of the parties
- Seller/Buyer will accept financing terms other than those offered.

A transaction broker has no duty to:

- Conduct an independent inspection of, or discover any defects in, the property for the benefit of either party
- Conduct an independent investigation of the buyer's financial condition.

Other Agency Relationships

Missouri law does not prohibit written agency agreements which provide for duties exceeding that of a limited agent described in this pamphlet.

This brokerage authorizes the following relationships:

- [X] Seller's Limited Agent
- [X] Landlord's Limited Agent
- [X] Buyer's Limited Agent
- [ ] Tenant's Limited Agent
- [X] Sub-Agent
- [X] Disclosed Dual Agent
- [ ] Designated Agent
- [ ] Transaction Broker
- [ ] Other Agency Relationship

Broker or Entity Name and Address

Four Horizons Realty, Inc.
703 N. Marion
Kirksville, MO 63501

Prescribed by the Missouri Real Estate Commission as of January, 2005. This additional format prescribed October 2007 and April 2018.

_____ _____

SAMPLE