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| --- | --- | --- | --- | --- | --- |
| Premises | Date of Lease | Term of Lease | Monthly Rent | Security Deposit | Pet Charge |
| Unit no. Keys # Given  |  | Beginning | Ending 12:00 (noon) | Date pd: | Date pd: | Date Pd: |
|  |  | Pet DepositDate Pd: |



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

1. ("**Landlord**")
2. and ("**Tenant**").
3. For and in consideration of the undertakings and obligations of the parties hereto, it is hereby agreed as follows:
4. **1. LEASE.** Landlord hereby leases to Tenant, upon the terms and conditions herein set forth, certain premises (the
5. "**Premises**") located at:  *(Check box if description attached)*
6.

### Street Address City State Zip Code County

1. together with such personal property and furnishings as are set forth here (*or * *check box if schedule attached):*
2.
3. (*If any parking space(s) is/are included as part of the Premises, identify below by checking and completing all that apply):*
4.  Attached Garage  Offsite location *(identify)*
5. Number of Spaces =

Reserved

 Unreserved  Other *(Describe)*

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

### 2.

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**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 ,

1. and terminating at 12:00 p.m. (noon) on , 20 (the "**Term**").
2.  This paragraph, if used, shall bind the parties to a lease term from month to month, commencing on
3. , 20 and continuing month to month until terminated by Landlord or Tenant, by giving
4. the other party at least thirty (30) days' Notice of termination before the next Monthly Rent payment date (the "**Term**").
5. **3. RENEWAL OPTION** *(If the following is not applicable, insert "zero," "0," "N/A" or "Not Applicable")*
6. Tenant shall have the right to extend the Term for additional period(s) of *(check one, as applicable)*
7. ( ) years; or  ( ) months, each, commencing on the expiration of the then current Term (*i.e.*, expiration
8. of the initial Term with respect to commencement of the first extension period; expiration of the first extension period with
9. respect to commencement of the second extension period, *etc*.) of this Lease. Such right shall be deemed effectively
10. exercised only if Tenant gives Landlord Notice thereof at least days (*ninety (90) days if none stated*) prior to the
11. expiration of the then current Term and only if Tenant is not in default at the time of such exercise. All terms and
12. provisions of this Lease shall apply during the extension Term(s), except that Monthly Rent payable pursuant to the Lease
13. shall be increased (but in no event decreased) as follows:
14. Tenant's failure to exercise its right to extend the Term *(if more than one (1) extension option is permitted hereby)* shall
15. cause all rights to future extensions to lapse. It is expressly understood that the right to extend granted herein is personal
16. to the person(s) expressly named as the initial Tenant in this Lease and shall not inure to the benefit of any successor,
17. assignee or subtenant of Tenant's interest under this Lease.
18. **4. RENT.** Tenant agrees to pay an amount ("**Monthly Rent**") of Dollars
19. ($ ) per month, payable in advance on the day of each month during the Term of this Lease. The
20. first full month's Monthly Rent (together with per diem Monthly Rent if the Term commences other than on the
21. day of the month) shall be paid upon execution of this Lease. Any parking charges, and any other fees or amounts to be
22. paid by Tenant to Landlord pursuant to the terms of this Lease (other than Monthly Rent) are collectively referred to as
23. "**Additional Charges**." Additional Charges shall be due and payable no earlier than thirty (30) days after Notice thereof is
24. delivered to Tenant (unless otherwise specified). Monthly Rent and Additional Charges are collectively referred to as
25. "**Rent**". All Rent shall be paid on or before the date when due without set-off, counterclaim, deduction or a grace period
26. whatsoever. Tenant agrees to pay (*check all that apply*):  $ for each month that Rent remains unpaid
27. after the due date;  $ for each day that Rent remains unpaid after due date, as a late charge. This
28. provision is in addition to all other rights and remedies provided by this Lease and shall not affect Landlord's right to
29. declare Tenant in default for failure to pay any sum when due. All Rent shall be payable to
30. at (*Number, Street,*
31. *City, State and Zip Code)* or to such other person and at such other place as Landlord may from time to time direct.
32. There will be a Dollar ($ ) service charge on all returned checks. If
33. any check delivered to Landlord by Tenant is returned for insufficient funds, then Landlord may refuse payment by check
34. thereafter and may require Tenant to make payment by cashier's check, money order, wire transfer or certified funds.
35.  *Check this Box only if the following is to apply.* Tenant hereby authorizes Landlord to electronically withdraw from
36. Tenant's Account (hereinafter defined) monthly payments of Rent during the Term. Tenant shall notify Landlord of the
37. name and address of the bank, credit card or financial institution in which Tenant's account (the "**Account**") is located and
38. the number of the Account, and execute authorization forms acceptable to effectuate the payment of Rent as above
39. provided. Tenant shall retain sufficient amounts in the Account for monthly withdrawals throughout the Term. If Tenant
40. desires to change the Account to another financial institution, Tenant shall give Landlord prior Notice thereof and execute
41. authorization forms to enable Landlord to electronically withdraw Rent as above provided, without hiatus.
42. **5. SECURITY DEPOSIT.** Upon execution of this Lease Tenant shall deliver the sum of (*not to exceed two (2) months of*
43. *Monthly Rent*) Dollars ($ ) (the "**Security Deposit**") to *(check one)*
44.  Landlord or  Landlord's property manager to be held for the Term as security for Tenant's performance of its
45. obligations as herein specified. Landlord may withhold from the Security Deposit such amounts as are reasonably
46. necessary to **(a)** remedy Tenant's default in the payment of Rent; **(b)** restore the Premises to its condition at the
47. commencement of the Term, ordinary wear and tear excepted; or **(c)** compensate Landlord for actual damages sustained
48. as a result of Tenant's failure to give adequate Notice to terminate this Lease pursuant to law or the terms hereof; and as
49. may otherwise be permitted by applicable law. Within thirty (30) days after termination of the Lease, Landlord shall either
50. return the full amount of the Security Deposit or furnish to Tenant a written itemized list of the damages for which the
51. Security Deposit or any portion thereof is withheld (along with the balance thereof, if any) as required by §535.300 RSMo.
52. Refund may be made by one check, jointly payable to all known persons and entities constituting the Tenant. Such
53. refund check and any itemization of damages may be mailed to one Tenant only. The Security Deposit does not
54. constitute liquidated damages and nothing herein shall limit Landlord's right to recover actual damages in excess thereof,
55. or permit Tenant to apply any portion thereof in lieu of payment of any Rent due under this Lease. The Security Deposit
56. (and any prepaid Rent or other deposit hereunder) may be held in an interest bearing account. Any interest earned shall
57. be paid to Landlord (or its property manager if and as so designated from time to time). If Landlord conveys its interest
58. under this Lease the Security Deposit may be turned over to Landlord's grantees or assigns. In such case Tenant hereby
59. releases Landlord from any liability and shall look solely to such grantee or assign with respect to the Security Deposit. In
60. addition to and separate from the Security Deposit, an amount equal to Dollars
61. ($ ) (*if not applicable, insert "zero" or "N/A"*) shall be charged upon the expiration or earlier termination of
62. this Lease for a professional cleaning of the carpets and flooring at the Premises.
63. **6. USE RESTRICTIONS.** Tenant agrees that the Premises shall be used and occupied as a residence only, in
64. compliance with all zoning and any other applicable laws, and shall not be used for any other purposes without Landlord's
65. prior written consent. Nothing in this paragraph shall prohibit Tenant from hosting reasonable numbers of guests for
66. limited periods of time. Tenant agrees that no more than ( ) persons per bedroom shall occupy the Premises.
67. All adult occupants shall agree in writing to be bound by the terms of this Lease. Any proposed adult occupant of the
68. Premises who has not signed this Lease shall be subject to Landlord's application procedures and reported to Landlord
69. prior to such party taking occupancy. Landlord may reject a proposed additional occupant for any lawful reason.
70. **7. JOINT LIABILITY.** Each adult occupant at the Premises is deemed a Tenant hereunder and shall be jointly and
71. severally liable for all obligations of and sums due from the Tenant under this Lease. A violation by any person
72. constituting the Tenant is deemed a violation by all. Each such Tenant shall be fully responsible for the actions of all other
73. Tenants and all guests, invitees, employees, agents, occupants or other persons located at the Premises at any time.
74. Landlord may, but shall not be obligated to, proceed directly against any one or more person constituting the Tenant
75. without waiving any right or remedy Landlord may have against any other Tenant. No discharge of any Tenant, in
76. bankruptcy, insolvency proceeding or otherwise, shall in any way or to any extent discharge or release any other Tenant
77. from any liability or obligation hereunder. Delivery of Notice to any adult occupant shall constitute Notice to all Tenants.
78. **8. PREMISES CONDITION.** Tenant has inspected the Premises prior to execution of this Lease and, unless and except
79. as may be otherwise noted below regarding Landlord's Work, shall accept and take possession on the commencement
80. date in its "as-is" condition. If Landlord shall fail for any reason to put Tenant in possession, with all of Landlord's Work
81. completed *(if required)*, within three (3) days after the scheduled commencement date, then Tenant's sole right and
82. remedy shall be to either **(a)** terminate this Lease by delivering Notice to Landlord prior to delivery of possession as
83. aforesaid; or **(b)** receive an abatement of Rent until possession is so delivered to Tenant. Tenant agrees to keep the
84. Premises in at least as good order, condition and repair as when received, free from any debris, trash or filth, and to not
85. do anything to create a danger of fire or cause an increase in rates or cancellation of insurance. Tenant shall notify
86. Landlord immediately of any repairs needed that, if left unattended, would result in damage to the Premises, such as
87. water leakage, roof damage, wall cracks and/or holes, termite or insect damage, *etc.* Landlord shall keep and maintain
88. the foundation, exterior walls and roof of the building in which the Premises are located and the utilities and structural
89. portions of the Premises in good repair and habitable condition, except that any repairs required to be made by reason of
90. the negligence, willful misconduct or neglect of Tenant (or others as described in Section 7) shall be Tenant's sole
91. responsibility. Landlord may choose to make such repairs and Tenant shall reimburse Landlord for the cost thereof
92. together with interest thereon at the rate equal to three percent (3%) in excess of the publicly announced prime rate of
93. U.S. Bank, N.A. (or its successors), but not to exceed the highest rate permitted by applicable law (the **"Default Rate"**)
94. from the date of expenditure by Landlord until the date of reimbursement by Tenant. Landlord shall not be required to
95. make any other improvements or repairs of any kind upon the Premises. The parties specifically acknowledge and agree

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that *(check one)*

Landlord or

Tenant shall be responsible to maintain the lawn (*if any*) at the Premises (or cause the

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same to be maintained);  Landlord or

Tenant shall be responsible for removal of snow and ice (or cause the same to

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be removed); and  Landlord or

Tenant shall be responsible for extermination of rodents and insects; provided,

1. however, that Landlord shall be responsible for the treatment of any wood destroying insects.
2. *(If the following is not applicable, insert "N/A" or "Not Applicable")* **"Landlord's Work"** is limited to the following items *(if*
3. *any)* which *(unless otherwise specified)* shall be completed prior to the scheduled commencement date of the Term:
4.
5.
6. **9. SURRENDER OF POSSESSION.** Upon expiration or earlier termination of the Term of this Lease, Tenant shall
7. surrender possession of the Premises in as good order, condition and repair as when received, ordinary wear and tear
8. excepted, shall remove all personal property and debris, clean the Premises thoroughly and, if needed, have the carpet
9. cleaned by a professional cleaning company. Tenant shall reimburse Landlord for any repairs or cleanup that is
10. necessary and not completed by Tenant prior to surrendering possession of the Premises.
11. **10. NO ASSIGNMENT/SUBLETTING.** Tenant shall not assign this Lease or sublease the Premises or any portion
12. thereof to any other person or entity without Landlord's prior written consent.
13. **11. DRUGS.** Illegal drug trafficking or use or possession of illegal drugs is a violation of law and this Lease, subjecting
14. Tenant to immediate termination of this Lease and to all applicable penalties, including those provided under §441.710 *et*
15. *seq*. R.S.Mo. If Tenant or any other person uses or is involved in the use, possession or distribution of illegal drugs while
16. in, on or about the Premises, such shall be just cause for eviction.
17. **12. UTILITIES.** Tenant shall pay all utilities, including connection fees, that are separately metered for the Premises when
18. due, except for: .
19. **13. QUIET ENJOYMENT/ACCESS.** Landlord will permit Tenant to quietly and peaceably hold, occupy and enjoy the
20. Premises during the Term without unreasonable interference by Landlord, provided that Tenant is not in default hereof,
21. and provided further that Landlord or its designated agent(s) shall have the right (but no obligation) at all reasonable times
22. upon prior Notice (except if an emergency) to inspect the condition of the Premises, determine if Tenant is complying with
23. all terms hereof, make necessary or desirable repairs, and to show the Premises to prospective tenants or buyers.
24. **14. LANDLORD LIABILITY/INDEMNITY.** Landlord (and its property manager if any is so designated from time to time)
25. shall not be liable to Tenant, Tenant's guests or any other occupant or person at the Premises, for any injury, damage or
26. other loss to any person or property caused by Tenant or any other occupant or person, including but not limited to theft,
27. burglary, assault, other crimes, fire, ice, water, wind, rain, smoke, acts of God or force majeure or any other cause,
28. excluding only Landlord's (or its property manager's) willful misconduct or extreme and reckless indifference and
29. disregard for safety and rights of others, it being specifically acknowledged however that Landlord shall have absolutely
30. no duty or responsibility of any kind with respect to safety or security at the Premises. Subject thereto, Tenant agrees to
31. indemnify and hold Landlord (and its property manager, if any) free and harmless from any and all liability for injury to or
32. death of any person, or for damage of any property, arising from the use and occupancy of the Premises or by the act or
33. omission of any person, including costs of defense and reasonable attorneys fees. Tenant shall report any criminal
34. incident in or near the Premises to Landlord, and if requested shall fill out a report and participate in any investigation
35. Landlord may undertake. Should Landlord establish any security procedures or policy, Tenant shall abide by the same.
36. **15. INSURANCE.** During the Term, Tenant shall maintain general liability insurance coverage and if requested, shall
37. provide proof of coverage prior to taking possession. Tenant shall maintain insurance on Tenant's own personal property
38. if Tenant desires this coverage. Tenant acknowledges that loss of or damage thereto will not be covered by the proceeds
39. of any insurance maintained by Landlord and hereby releases Landlord from any and all claims for loss, damage or
40. inconvenience. Landlord will maintain fire and extended homeowners/hazard casualty replacement coverage and liability
41. insurance covering the building in which the Premises is located during the Term. Landlord and Tenant hereby waive all
42. rights each may have against the other on account of any loss or damage occasioned to the person or property of
43. Landlord or Tenant, the Premises or its contents, arising from any risk which is insured against by Landlord or Tenant (to
44. the extent of such insurance proceeds, but also including the amount of any deductible), and the parties each, on behalf
45. of their respective insurance companies insuring the property of either Landlord or Tenant against any such loss, waive
46. any right of subrogation that it may have against Landlord or Tenant, as the case may be.
47. **16. CASUALTY.** If the Premises are rendered partially uninhabitable by fire or other casualty, Rent shall be equitably
48. reduced until such time as the Premises are wholly habitable or this Lease is terminated. If Landlord does not elect to
49. terminate this Lease, then Landlord shall proceed without undue delay to render the Premises wholly habitable, and if not
50. finished within one month after the date of damage or loss, then Tenant shall have the option of terminating this Lease
51. immediately thereafter by giving to Landlord Notice of termination. If the Premises are totally destroyed or rendered
52. wholly uninhabitable, then at the option of either party, this Lease shall terminate upon Notice to the other and any
53. prepaid Rent shall be refunded to Tenant together with any unexpended portion of the Security Deposit. If the parties do
54. not elect to terminate, then Rent shall be wholly abated until the Premises is repaired and fit for occupancy.
55. **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
56. other term, covenant or agreement herein contained, Tenant shall be in default hereof and Landlord shall have the option
57. to pursue any one or more right or remedy provided for herein without Notice or demand whatsoever, which rights and
58. remedies shall be in addition to, and not in lieu of, any other rights and remedies provided for at law or in equity, including
59. but not limited to those set forth at §441.065 RSMo if Tenant abandons the Premises. No failure to exercise, nor any
60. delay in exercising any right or remedy hereunder by Landlord shall operate as a waiver thereof, nor shall any single or
61. partial exercise by Landlord of any such right or remedy preclude any other or further exercise thereof or any other right.
62. Waiver by Landlord of any default, breach or failure of Tenant under this Lease shall not be construed as a waiver of any
63. subsequent or different default, breach or failure. No endorsement or statement on any check or any letter accompanying
64. any payment be deemed an accord and satisfaction. Landlord may accept such payment without prejudice to or waiver of
65. Landlord's right to recover the balance due or pursue any other right or remedy with respect to any breach by Tenant.
66. Any payment received by Landlord shall be applied *first* to payment of any costs and expenses of reletting the Premises
67. by Landlord following a breach hereof by Tenant, including without limitation attorneys' fees, advertising fees, brokerage
68. fees and the costs of any such cleaning, repairs, renovation, remodeling, redecoration, alterations and changes in the
69. Premises; *second*, to the payment of any Additional Charges or other indebtedness (other than Monthly Rent) due from
70. Tenant hereunder; and *third*, to the payment of Monthly Rent due and payable hereunder. If after applying any such
71. payment there remains a deficiency, Tenant shall immediately pay such deficiency to Landlord along with interest thereon
72. at the Default Rate until fully paid.
73. **18. HOLDING OVER.** If Tenant remains in possession of the Premises after the expiration or sooner termination of the
74. Term without Landlord's written consent, such holding over shall constitute a default hereof and, without limiting any other
75. right or remedy of Landlord at law or in equity, create and be deemed to be a tenancy at sufferance, terminable without
76. Notice of any kind except as may be required in accordance with law, but subject to all other terms of this Lease insofar

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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.

1. **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.
2. **NOTICES.** Unless otherwise specifically provided herein or under applicable law, 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 given by mailing such Notice by registered or certified mail return receipt requested, addressed to Landlord (or Property Manager on its behalf if so indicated), or to Tenant (as the case may be), at the address set forth on the signature page of this Lease. Notice to Tenant may also be effectively delivered to the Premises following initial occupancy thereof by Tenant. Notice to either party may also be sent via other means (including personal delivery, courier or messenger service or otherwise as permitted or required under applicable law, such as posting or legal publication). 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 Notice hereunder by giving at least fifteen (15) days' advance Notice thereof to the other party in the manner provided above.
3. **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.
	* Tenant shall keep the Premises and any common areas provided for Tenant use in connection with the Premises, including halls, stairways, elevators, yard, sidewalks, driveways, recreation and parking areas, 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.
4. **RIDERS. T**he following attached Riders hereto and incorporated herein as part of this Lease (c*heck all that apply)*

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**Option to Purchase** (Check A or B):

257 **Pet Addendum** (Check A or B)**:**

|  |  |  |
| --- | --- | --- |
| 254 **A.** Lease does not provide option to purchase | 258 | **A.** Lease does not allow for animals of any kind |
| 255 **B.** Option to Purchase (*RES-3000)* is attached | 259 | **B.** Pet Addendum (*RES-3020)* is attached |
| 256 **Other Rider*:***  | 260 | **Other Rider*:***  |

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

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Hazards (*DSC-3000*) *(check one) * **IS**

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

1. **25. SIGNATURES.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but
2. all of which shall constitute one and the same instrument. For purposes of executing this Lease, a document signed
3. and/or transmitted by any electronic form deemed valid in accordance with the Missouri Uniform Electronic Transactions
4. Act, including but not limited to by facsimile machine, digital signature or a scanned image, such as a pdf via e-mail, is to
5. be treated as an original signature and document.
6. **26. GOVERNING LAW/CONSTRUCTION.** This Lease shall be construed in accordance with the laws of the State of
7. Missouri and the United States of America. The terms "**Landlord**" and " **Tenant**" may be either singular or plural
8. masculine, feminine or neuter gender, according to whichever is evidenced by the signatures below. Section captions in
9. this Lease are intended solely for convenience of reference and will not be deemed to modify, place any restriction upon,
10. or explain any provision of this Lease. If any one or more provision contained in this Lease shall for any reason be held to
11. be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not be deemed to
12. terminate this Lease or to affect any other provision hereof, but rather this Lease shall, to the fullest extent permitted by
13. law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable provision(s) had never
14. been contained herein; provided, however, that such provision(s) may be referred to in order to determine the intent of the
15. parties.
16. **27. PRINCIPAL(S) INVOLVED.** (*Check one, none or both, if and as may be applicable*)

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Landlord

Tenant is a licensed real estate broker or salesperson and is a principal party in this transaction.

1. **28. BROKER COMPENSATION.** Except as may be specifically set forth in the "Special Agreements," Section 35 of this
2. Lease, any real estate commission or other compensation due to the undersigned (the "**Broker(s)**") will be paid by ( *check*

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*one, neither or both, as applicable*)

Landlord

Tenant, pursuant to separate agreement. Landlord and Tenant each

1. represent to the other that the Broker(s) identified in Section 29 below, is (are) the only real estate broker(s) involved in
2. this Lease. Each party shall indemnify, defend and hold harmless the other party to this Lease from any loss, liability and
3. damage, including without limitation prevailing party fees and costs incurred by the other party, that arises from this
4. transaction as a result of any claim made by any other person purporting to act on behalf of such party. The provisions of
5. this Section shall survive expiration or termination of this Lease.
6. **29. BROKERAGE RELATIONSHIP.** By signing below, Landlord and Tenant confirm their receipt of the Broker
7. Disclosure Form prescribed by the Missouri Real Estate Commission, and that disclosure of the undersigned licensee(s)
8. brokerage relationship, as required by law or regulation, was made to the Landlord and/or Tenant or their respective
9. agents and/or transaction brokers (as the case may be), by said undersigned licensee(s), no later than the first showing of
10. the Premises, upon first contact, or immediately upon the occurrence of any change to their relationship.

|  |
| --- |
| 298 **Licensee assisting Tenant is a:** *(Check appropriate box)* 306 **Licensee assisting Landlord is a:** *(Check appropriate box)* |
| 299 **Tenant's Limited Agent** (acting on behalf of Tenant) | 307 | **Landlord's Limited Agent** (acting on behalf of Landlord) |
| 300 **Landlord's Limited Agent** (acting on behalf of Landlord) | 308 | **Tenant's Limited Agent** (acting on behalf of Tenant) |
| 301 **Dual Agent** (acting on behalf of both Landlord and Tenant) | 309 | **Dual Agent** (acting on behalf of both Landlord and Tenant) |
| 302 **Designated Agent** (designated to act on behalf of Tenant) | 310 | **Designated Agent** (designated to act on behalf of Landlord) |
| 303 **Transaction Broker Assisting Tenant** (not acting on | 311 | **Transaction Broker Assisting Landlord** (not acting on |
| 304 behalf of either Landlord or Tenant)305 **Subagent of Landlord** (acting on behalf of Landlord) | 312 | behalf of either Landlord or Tenant). |
| 313 By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties. |
| 314 |   |   |
| 315 | **Broker's Firm Assisting Tenant (and MLS ID No.)** | **Broker's Firm Assisting Landlord (and MLS ID No.)** |
| 316 | By (*Signature*) | By (*Signature*) |
| 317 | Licensee's Printed Name:  | Licensee's Printed Name:  |
| 318 | Date:  | Date:  |
| 319 **30. FRANCHISE DISCLOSURE.** Although one or more Broker may be a member of a franchise, the franchisor is not |

1. responsible for the acts of said Broker(s).
2. **31. LEASE INFORMATION.** Permission is hereby granted by Landlord and Tenant for Broker(s) to provide information about
3. this Lease, including but not limited to rental rates, Term and Premises address, to any multi-listing service, local Association or
4. Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate data.
5. **32. ANTI-TERRORISM.** Each party hereto represents and warrants to each other and to Broker(s) that such party is not,
6. and is not acting directly or indirectly for or on behalf of any person or entity, named as a Specially Designated National
7. and Blocked Person (as defined in Presidential Executive Order 13224) or with whom you are prohibited to do business
8. 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

1. **Lease.** All references to a specified time shall mean Central Time. Unless specified otherwise herein, a "**day**" is defined
2. as a 24-hour calendar day, seven (7) days per week.
3. **34. SUBMISSION OF LEASE.** Negotiation and submission of an offer to either party for signature does not constitute an
4. option to lease or reservation of space. Neither Landlord nor Tenant shall be bound until the last party to sign this Lease
5. has delivered a fully executed copy to the other party.

## 35. SPECIAL AGREEMENTS.

1.
2.
3.
4. **IN WITNESS WHEREOF,** the parties have entered into this Lease as of the last date set forth below their respective
5. signatures *(Add additional signature pages if needed)*.
6. ***Note: All adult occupants at the Premises are deemed a Tenant and must sign this Lease. Failure to do so shall be a***
7. ***default hereof. Notice delivered to the Notice Address set forth at below left (or as subsequently directed by a Notice from***
8. ***Tenant) shall be deemed delivery of Notice to all Tenants.***

|  |  |  |  |
| --- | --- | --- | --- |
| 343 | **TENANT**: |  |  |
| 344 |  |  |
|  |  |  |
| 345 | Print Name  |  |  |
| 346 | Notice Address  |  | Print Name  |
| 347 |   |  | Date  |
| 348 | Phone  |  |   |
| 349 | E-mail  |  | Print Name  |
| 350 | Fax  |  | Date  |
| 351 | Pager  |  |  |
| 352 | Date  |  |   |
| 353 | Print Name  |  | Print Name  |
| 354 | Date  |  | Date:  |
| 355 | **LANDLORD**: |  | **PROPERTY MANAGER:** |
| 356 | *(Sign here if Landlord is to sign this Lease and* |  | *(Sign here if Property Manager is to sign this Lease and* |
| 357 | *receive the Security Deposit and all Rent and* |  | *receive the Security Deposit and all Rent and Notices* |
| 358 | *Notices in Landlord's Name)* |  | *on behalf of Landlord)* |

359

360

361

362

# Print Name Address

# By

**Property Manager's Firm Name**

(as authorized agent of Landlord)

363

|  |  |
| --- | --- |
| 364 | Phone  |
| 365 | E-mail  |
| 366 | Fax |
| 367 | Date  |

# Print Name Title Address

Phone

|  |  |  |
| --- | --- | --- |
| 368 |  | E-mail  |
| 369 |   | Date  |
| 370 | Print Name  |  |
| 371 | Date  |  |

Approved by legal counsel for use exclusively by current members of Missouri REALTORS®, Columbia, Missouri 65205. No warranty is made or implied as to the legal validity or adequacy of this Lease, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Lease be made.

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