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 Deposit Date Pd:



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

THIS	RESIDENTIAL	LEASE	("Lease")	İS	made	and	entered	into	by	and	("Landlord
	onsideration of the Landlord hereby located at:						tions herei	n set fort	h, cer	tain pr	_ (" <b>Tenant</b> " remises(th tion attache
together witl	Street Address		rnishings as	Cit are se			State ]check box	Zip Cod if schedu			County
Attached Number of S	ing space(s) is/are Garage           Offsite Spaces =	location <i>(ider</i> Reserved 🗌	<i>htify)</i> Unreserved	Ot	her (Descri	ibe)			-		
otherwise, the second state of the second stat	( <i>Check applicable</i> ragraph, if used, sh ting at 12:00 p.m. ( aragraph, if use	uld specify s e box and c nall bind the p noon) on d, shall bin _, 20	uch in the "S complete info parties to a find the parti- and conti	pecial prmati xed le ties t	I Agreement fon to spe base term c , 20 to a leas month to r	nts" sec cify whe commen e term nonth ur	tion of this , ether a fixe cing on (the " <b>Te</b> from mo ntil terminat	Lease. ed term c rm"). nth to r ed by Lar	nonth,	nth-to-n , 2 , comr or Tena	month leas 0 mencing c ant, by givir
Tenant shall () ye of the initial respect to o exercised or expiration o provisions o shall be incr	VAL OPTION (If the have the right to e ars; or Term with respect commencement of hly if Tenant gives I of the then current of this Lease shall eased (but in no evolute to exercise its	xtend the Te () m t to comment the second andlord Not t Term and apply during yent decrease	rm for onths, each, neement of t I extension   ice thereof at only if Ter the extensioned) as follows	ad comm he firs perioc t least lant is on Te s:	Iditional penering on st extension d, etc.) of s not in d rm(s), exc	riod(s) c the exp on period this Lea da efault a ept that	of <i>(check or</i> iration of th d; expiratio ase. Such iys ( <i>ninety</i> at the time Monthly R	ne, as app e then cu n of the f right sha (90) days of such ent payal	nicable rrent T irst ex II be c <i>if none</i> exerc ole pui	erm ( <i>i.e</i> tensior deemed e <i>statec</i> cise. Al rsuant	n period wi d effectivel d) prior to th II terms ar to the Leas
cause all rig to the perso assignee or	phts to future exter on(s) expressly na subtenant of Ten	nsions to lap med as the ant's interes	se. It is exp initial Tenar t under this	ressly nt in t Lease	vunderstoo his Lease e.	od that i	the right to	extend g	rantec	d hereir	n is person y successo
(\$ first full mon day of the r paid by Ter	Tenant agrees to p ) per mo th's Monthly Rent ( nonth) shall be pa nant to Landlord p Charges." Additio	onth, payable together with id upon exe ursuant to t	e in advance n per diem M cution of this he terms of	on the onthly s Leas this L	e Rent if the se. Any pa .ease (othe	e Term o arking cl er than	commences harges, and Monthly R	other that d any oth ent) are o	an on t er fee collecti	he s or ar ively re	mounts to leferred to a
delivered to " <b>Rent</b> ". All I whatsoever. after the due provision is	Tenant (unless of Rent shall be paid Tenant agrees to p date; [] \$ in addition to all enant in defau	otherwise sp on or befor pay ( <i>check a</i> other rights It for fail	becified). Mo re the date v <i>Il that apply</i> ): for ea and remed	onthly vhen \$ ch day ies pi	Rent and due withou y that Ren rovided by	I Addition ut set-of t remain v this Le	onal Charg ff, counterc for ea s unpaid at ease and s	les are c laim, dec ch month ter due d shall not	ollectiv luction that R ate, as affect	vely re o or a g ent ren s a late Landlo be	eferred to a grace peric mains unpa charge. Th ord's right
There will be any check of thereafter a	and Zip Code) or e a delivered to Landlo ind may require T	to such off	ner person a	Do Do l Dor i	ollar (\$ nsufficient	funds,	) serv then Landl	ice charge ord may	e on al refuse	time to Il return payme	time directed time directed timed checks ent by che rtified fund
RES-3010											PAGE 1 O

52 *Check this Box only if the following is to apply.* Tenant hereby authorizes Landlord to electronically withdraw from 53 Tenant's Account (hereinafter defined) monthly payments of Rent during the Term. Tenant shall notify Landlord of the 54 name and address of the bank, credit card or financial institution in which Tenant's account (the "**Account**") is located and 55 the number of the Account, and execute authorization forms acceptable to effectuate the payment of Rent as above 56 provided. Tenant shall retain sufficient amounts in the Account for monthly withdrawals throughout the Term. If Tenant 57 desires to change the Account to another financial institution, Tenant shall give Landlord prior Notice thereof and execute 58 authorization forms to enable Landlord to electronically withdraw Rent as above provided, without hiatus.

59 SECURITY DEPOSIT. Upon execution of this Lease Tenant shall deliver the sum of (not to exceed two (2) months of 5. ) (the "Security Deposit") to (check one) 60 Monthly Rent) Dollars (\$ Landlord's property manager to be held for the Term as security for Tenant's performance of its 61 Landlord or obligations as herein specified. Landlord may withhold from the Security Deposit such amounts as are reasonably 62 necessary to (a) remedy Tenant's default in the payment of Rent; (b) restore the Premises to its condition at the 63 commencement of the Term, ordinary wear and tear excepted; or (c) compensate Landlord for actual damages sustained 64 65 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. Within thirty (30) days after termination of the Lease, Landlord shall either 66 return the full amount of the Security Deposit or furnish to Tenant a written itemized list of the damages for which the 67 Security Deposit or any portion thereof is withheld (along with the balance thereof, if any) as required by §535.300 RSMo. 68 69 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 70 constitute liquidated damages and nothing herein shall limit Landlord's right to recover actual damages in excess thereof, 71 72 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 73 74 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 75 releases Landlord from any liability and shall look solely to such grantee or assign with respect to the Security Deposit. In 76 addition to and separate from the Security Deposit, an amount equal to 77 Dollars

(\$ \_\_\_\_\_\_) (if not applicable, insert "zero" or "N/A") shall be charged upon the expiration or earlier termination of this Lease for a professional cleaning of the carpets and flooring at the Premises.

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, and shall not be used for any other purposes without Landlord's prior written consent. Nothing in this paragraph shall prohibit Tenant from hosting reasonable numbers of guests for limited periods of time. Tenant agrees that no more than \_\_\_\_\_(\_\_\_) persons per bedroom shall occupy the Premises. All adult occupants shall agree in writing to be bound by the terms of this Lease. Any proposed adult occupant of the Premises who has not signed this Lease shall be subject to Landlord's application procedures and reported to Landlord prior to such party taking occupancy. Landlord may reject a proposed additional occupant for any lawful reason.

87 7. JOINT LIABILITY. Each adult occupant at the Premises is deemed a Tenant hereunder and shall be jointly and severally liable for all obligations of and sums due from the Tenant under this Lease. A violation by any person 88 constituting the Tenant is deemed a violation by all. Each such Tenant shall be fully responsible for the actions of all other 89 Tenants and all guests, invitees, employees, agents, occupants or other persons located at the Premises at any time. 90 91 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 92 bankruptcy, insolvency proceeding or otherwise, shall in any way or to any extent discharge or release any other Tenant 93 94 from any liability or obligation hereunder. Delivery of Notice to any adult occupant shall constitute Notice to all Tenants.

PREMISES CONDITION. Tenant has inspected the Premises prior to execution of this Lease and, unless and except 95 8. as may be otherwise noted below regarding Landlord's Work, shall accept and take possession on the commencement 96 97 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 98 99 remedy shall be to either (a) terminate this Lease by delivering Notice to Landlord prior to delivery of possession as 100 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 101 102 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 103 104 water leakage, roof damage, wall cracks and/or holes, termite or insect damage, etc. Landlord shall keep and maintain the foundation, exterior walls and roof of the building in which the Premises are located and the utilities and structural 105 106 portions of the Premises in good repair and habitable condition, except that any repairs required to be made by reason of 107 the negligence, willful misconduct or neglect of Tenant (or others as described in Section 7) shall be Tenant's sole 108 responsibility. Landlord may choose to make such repairs and Tenant shall reimburse Landlord for the cost thereof 109 together with interest thereon at the rate equal to three percent (3%) in excess of the publicly announced prime rate of 110 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 111 make any other improvements or repairs of any kind upon the Premises. The parties specifically acknowledge and agree 112 that (check one) Landlord or Tenant shall be responsible to maintain the lawn (*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 113 114 be removed); and  $\Box$  Landlord or  $\Box$  Tenant shall be responsible for extermination of rodents and insects; provided, 115 however, that Landlord shall be responsible for the treatment of any wood destroying insects. 116

(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:

119 120 Reference

121 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, shall remove all personal property and debris, clean the Premises thoroughly and, if needed, have the carpet cleaned by a professional cleaning company. Tenant shall reimburse Landlord for any repairs or cleanup that is necessary and not completed by Tenant prior to surrendering possession of the Premises.

126 **10. NO ASSIGNMENT/SUBLETTING.** Tenant shall not assign this Lease or sublease the Premises or any portion 127 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.

132 **12. UTILITIES.** Tenant shall pay all utilities, including connection fees, that are separately metered for the Premises when due, except for: \_\_\_\_\_\_.

**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.

139 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 140 141 other loss to any person or property caused by Tenant or any other occupant or person, including but not limited to theft, 142 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 143 disregard for safety and rights of others, it being specifically acknowledged however that Landlord shall have absolutely 144 145 no duty or responsibility of any kind with respect to safety or security at the Premises. Subject thereto, Tenant agrees to 146 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 147 148 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 149 150 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 151 152 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 153 154 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 155 156 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 157 Landlord or Tenant, the Premises or its contents, arising from any risk which is insured against by Landlord or Tenant (to 158 159 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 160 any right of subrogation that it may have against Landlord or Tenant, as the case may be. 161

162 16. CASUALTY. If the Premises are rendered partially uninhabitable by fire or other casualty, Rent shall be equitably 163 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 164 finished within one month after the date of damage or loss, then Tenant shall have the option of terminating this Lease 165 166 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 167 prepaid Rent shall be refunded to Tenant together with any unexpended portion of the Security Deposit. If the parties do 168 169 not elect to terminate, then Rent shall be wholly abated until the Premises is repaired and fit for occupancy.

170 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 171 other term, covenant or agreement herein contained, Tenant shall be in default hereof and Landlord shall have the option to pursue any one or more right or remedy provided for herein without Notice or demand whatsoever, which rights and 172 173 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. No failure to exercise, nor any 174 175 delay in exercising any right or remedy hereunder by Landlord shall operate as a waiver thereof, nor shall any single or 176 partial exercise by Landlord of any such right or remedy preclude any other or further exercise thereof or any other right. 177 Waiver by Landlord of any default, breach or failure of Tenant under this Lease shall not be construed as a waiver of any subsequent or different default, breach or failure. No endorsement or statement on any check or any letter accompanying 178 179 any payment be deemed an accord and satisfaction. Landlord may accept such payment without prejudice to or waiver of 180 Landlord's right to recover the balance due or pursue any other right or remedy with respect to any breach by Tenant. Any payment received by Landlord shall be applied first to payment of any costs and expenses of reletting the Premises 181 182 by Landlord following a breach hereof by Tenant, including without limitation attorneys' fees, advertising fees, brokerage 183 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 184 185 Tenant hereunder; and third, to the payment of Monthly Rent due and payable hereunder. If after applying any such 186 payment there remains a deficiency, Tenant shall immediately pay such deficiency to Landlord along with interest thereon at the Default Rate until fully paid. 187

**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

191 Notice of any kind except as may be required in accordance with law, but subject to all other terms of this Lease insofar RES-3010 PAGE 3 OF 6

192 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 193 194 basis) of Monthly Rent herein provided to be paid during the last month of the Term. Landlord's receipt of holdover Rent 195 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 196 addition to any damages or equitable relief, Tenant will pay Landlord's costs and expenses of litigation, including court 197 costs and reasonable attorney fees. The provisions of this Section shall survive any termination of this Lease. 198

199 20. NOTICES. Unless otherwise specifically provided herein or under applicable law, any notice, consent, approval, 200 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 201 mail return receipt requested, addressed to Landlord (or Property Manager on its behalf if so indicated), or to Tenant (as 202 203 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 204 205 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 206 received by the intended recipient (or as otherwise provided under applicable law). Refusal to accept service of a Notice 207 208 shall constitute delivery of the Notice. A party may designate a new address for purposes of payment of Rent or delivery 209 of Notice hereunder by giving at least fifteen (15) days' advance Notice thereof to the other party in the manner provided 210 above

21. RULES AND REGULATIONS. The following Rules and Regulations (and as the same may be revised or 211 212 supplemented from time to time by Landlord upon Notice to Tenant) shall be additional covenants and agreements on the 213 part of Tenant. Failure to comply with or observe any Rules and Regulations shall be deemed a violation by Tenant of 214 this Lease.

215 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 216 filth, and shall not permit toys, bicycles, scooters, skates, charcoal grills or other items to be or remain in such common 217 areas, but shall be stored in the Premises or such other place which Landlord may provide. Tenant shall not interfere with 218 219 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 220 221 collection in the manner and at the times and places specified by Landlord. If Landlord designates a service to pick up 222 such items, Tenant shall use the same at Tenant's cost. Landlord may require Tenant to contract directly for such service 223 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. 224

225 Automobiles and motorcycles (which must be operable, licensed and insured) of Tenant and all family members, 226 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 227 228 Landlord's prior written approval. Vehicle repairs of any kind shall not be permitted on the Premises.

229 Tenant shall not make any alterations to the Premises, and shall not paint, wallpaper, decorate or otherwise change 230 the Premises in any manner, including but not limited to installing any nails, screws or other devices for hanging pictures 231 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 232 233 disturb Landlord or neighbors. Tenant shall not allow loud, disturbing noises or voices by Tenant or Tenant's family, 234 quests, invitees, agents or employees.

Tenant shall not place or cause to be placed or permit anywhere in or about the Premises any sign, advertisement 235 or announcement whatsoever, without Landlord's prior written consent. 236

237 · 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 238 239 for any costs or repair by reason of such misuse.

240 · Tenant shall not alter, replace or add locks upon any door or window without Landlord's prior written consent, and 241 shall return any and all keys, fobs, passcards and garage openers to Landlord upon termination of this Lease. Landlord 242 agrees to change locks upon written request of Tenant and payment in advance of all applicable locksmith or other 243 contractor service fees. 244

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 245 246 about the Premises any flammable or hazardous substances other than customary cleaning supplies and solvents 247 typically used in connection with residential properties.

248 · Tenant shall ensure that the air conditioner compressor is kept clean and free of debris at all times, and that all 249 filters are changed regularly (at least every 3 months).

250 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. 251

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

253 Option to Purchase (Check A or B):

**A.** Lease does not provide option to purchase 254

**B.** Option to Purchase (*RES-3000*) is attached 255

256 Other Rider:

- 257 Pet Addendum (Check A or B):
- 258 A. Lease does not allow for animals of any kind
- 259 B. Pet Addendum (RES-3020) is attached
- 260 **Other Rider**:

23. ENTIRE AGREEMENT/MODIFICATION. This Lease and any attachment(s) hereto (if any) constitute the entire 261 262 agreement between the parties and there are no other understandings, written or oral, relating to the subject matter 263 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 264 265 constituting Tenant (which shall be binding on all other persons and entities, if any, constituting the Tenant hereunder).

266 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). 267 25. SIGNATURES. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but 268 269 all of which shall constitute one and the same instrument. For purposes of executing this Lease, a document signed and/or transmitted by any electronic form deemed valid in accordance with the Missouri Uniform Electronic Transactions 270 271 Act, including but not limited to by facsimile machine, digital signature or a scanned image, such as a pdf via e-mail, is to 272 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 273 Missouri and the United States of America. The terms "Landlord" and " Tenant" may be either singular or plural 274 masculine, feminine or neuter gender, according to whichever is evidenced by the signatures below. Section captions in 275 276 this Lease are intended solely for convenience of reference and will not be deemed to modify, place any restriction upon, 277 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 278 terminate this Lease or to affect any other provision hereof, but rather this Lease shall, to the fullest extent permitted by 279 law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable provision(s) had never 280 been contained herein; provided, however, that such provision(s) may be referred to in order to determine the intent of the 281 parties. 282

27. PRINCIPAL(S) INVOLVED. (Check one, none or both, if and as may be applicable) 283

□ Landlord □ Tenant is a licensed real estate broker or salesperson and is a principal party in this transaction. 284

285 28. BROKER COMPENSATION. Except as may be specifically set forth in the "Special Agreements," Section 35 of this Lease, any real estate commission or other compensation due to the undersigned (the "Broker(s)") will be paid by (check 286 287 one, neither or both, as applicable) Landlord Tenant, pursuant to separate agreement. 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 288 this Lease. Each party shall indemnify, defend and hold harmless the other party to this Lease from any loss, liability and 289 290 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 291 292 this Section shall survive expiration or termination of this Lease.

293 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) 294 295 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 296 297 the Premises, upon first contact, or immediately upon the occurrence of any change to their relationship.

- Licensee assisting Tenant is a: (Check appropriate box) 298
- 299 Tenant's Limited Agent (acting on behalf of Tenant)
- 300
- 301
- 302
- 303 Transaction Broker Assisting Tenant (not acting on
- 304 behalf of either Landlord or Tenant)
- 305 Subagent of Landlord (acting on behalf of Landlord)
- 306 Licensee assisting Landlord is a: (Check appropriate box)
- 307 Landlord's Limited Agent (acting on behalf of Landlord)
- Landlord's Limited Agent (acting on behalf of Landlord) 308 Tenant's Limited Agent (acting on behalf of Tenant) Dual Agent (acting on behalf of both Landlord and Tenant) 309 Dual Agent (acting on behalf of both Landlord and Tenant) Designated Agent (designated to act on behalf of Tenant) 310 Designated Agent (designated to act on behalf of Landlord)

  - 311 Transaction Broker Assisting Landlord (not acting on
  - behalf of either Landlord or Tenant). 312
- By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties. 313

Broker's Firm Assisting Tenant (and MLS ID No.)	Broker's Firm Assisting Landlord (and MLS ID No.)		
By (Signature)	By (Signature)		
Licensee's Printed Name:	Licensee's Printed Name:		
Date:	Date:		

**DSURE.** Although one or more Broker may be a member of a franchise, the franchisor is not 320 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 321 this Lease, including but not limited to rental rates, Term and Premises address, to any multi-listing service, local Association or 322 323 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, 324 and is not acting directly or indirectly for or on behalf of any person or entity, named as a Specially Designated National 325 326 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. 327

33. TIME IS OF THE ESSENCE. Time is of the essence in performance of the obligations of the parties under this 328 329 Lease. All references to a specified time shall mean Central Time. Unless specified otherwise herein, a "day" is defined 330 as a 24-hour calendar day, seven (7) days per week.

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

<b>3</b> 34 <b>35</b> .	SPECIAL	AGREEMENTS.
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- 335
- 336 337

338 **IN WITNESS WHEREOF**, the parties have entered into this Lease as of the last date set forth below their respective 339 signatures (*Add additional signature pages if needed*).

340 <u>Note</u>: All adult occupants at the Premises are deemed a Tenant and must sign this Lease. Failure to do so shall be a 341 default hereof. Notice delivered to the Notice Address set forth at below left (or as subsequently directed by a Notice from 342 Tenant) shall be deemed delivery of Notice to all Tenants.

TENANT:	
Print Name	
Print Name Notice Address	
	- /
Phone	
E-mail	
Fax	
Pager	
Date	
Print Name	
Date	Date:
LANDLORD	PROPERTY MANAGER:
(Sign here if Landlord is to sign this Lease and	(Sign here if Property Manager is to sign this Lease and
receive the Security Deposit and all Rent and	receive the Security Deposit and all Rent and Notices
Notices in Landlord's Name)	on behalf of Landlord)
	Property Manager's Firm Name
Print Name	(as authorized agent of Landlord)

361	Print Name	(as authorized agent of Landlord)
362	Address	By
363		
364	Phone	Title
365	E-mail	Address
366	Fax	
367	Date	
368		E-mail
369		Dete
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. Last Revised 12/31/13. © 1989 Missouri REALTORS®

## **RES-3010**

Simple Forms