

# RESIDENTIAL LEASE AGREEMENT

This is a legally binding contract. If not understood, seek competent advice.

This residential lease agreement is entered into as of the date of the signatures by the last party to sign between the lessor and lessee identified in paragraphs 1 and 2.

1. **LESSOR:** The "lessor" is McCarty Property Investments, 3700 Monterey Drive, Suite A, Columbia MO 65203.

2. **LESSEE:** The "lessee" is/are: \_\_\_\_\_ If more than one person signs as lessee, all are collectively referred to in this lease as "lessee" and all are jointly and severally liable under this lease.

3. **PREMISES, FURNISHINGS, LEAD PAINT:** Lessor leases to lessee, in reliance on lessee's Rental Application, and lessee rents from lessor for the term of this lease, under the terms and conditions of this lease, the following-described premises, referred to in this lease as "the premises": \_\_\_\_\_

This lease also includes the following-listed appliances and furnishings (if any): \_\_\_\_\_

\_\_\_\_\_ If checked here, the premises were built before 1978, and lessee acknowledges receipt from lessor of a separate "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" and pamphlet titled "Protect Your Family from Lead in Your Home."

4. **ZONING DISTRICT AND OCCUPANCY LIMIT:** Lessee understands that the premises are located in the \_\_\_\_\_ zoning district and agrees that: (a) the maximum number of unrelated persons who may occupy the premises is \_\_\_\_\_, and (b) related occupants must be in compliance with the definition of a "family" contained in Section 29-2 of the Code of Ordinances of the City of Columbia, Missouri. Lessee agrees that lessor has the right to restrict occupancy by unrelated persons to fewer than the number permitted by the zoning ordinance and that permitted occupancy by unrelated persons under this lease is \_\_\_\_\_.

5. **INPECTION BY LESSEE:** Lessee agrees that lessee has inspected the premises and, except as otherwise noted on an attached inspection statement signed by lessee, that lessee finds the premises, appliances and furnishings to be in good condition and accepts them in their present condition. Within 48 hours after lessee takes possession of the premises, lessee must notify lessor in writing of any defects or damages found; if lessee fails to do so, all defects and damages shall be conclusively presumed to have occurred after lessee took possession.

6. **TERM:** The term of this lease shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and terminate at midnight on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

7. **RENT AND PAYMENTS:** Rent to be paid by lessee for the premises is \$\_\_\_\_\_ per month, subject to the following: (a) Rent is payable monthly in advance on or before the first day of each month, except that the first month's rent shall be paid at the time of signature of this lease. (b) Rent for the second and succeeding months is payable only by ACH debit (direct transfer from lessee's bank account to lessor's bank account), and lessee agrees to provide any information and authorization necessary to establish such ACH debit payments. (c) A late charge (deemed additional rent) of **fifty-dollars (\$50.00)** shall be due if rent is paid on or after the sixth day of the month. (d) Rent shall be pro-rated for any partial months included in the lease term. (e) Absent lessor's contrary agreement, payments by lessee shall be credited first to delinquent and current charges owed by lessee other than late charges or rent, second to delinquent and current late charges, third to delinquent rent, and last to current rent, regardless of any notations to the contrary on lessee's check or other payment advice. (f) Lessee agrees that any check returned unpaid by a bank for any reason shall be deemed nonpayment and shall be subject to late charges, an administrative charge of **fifty-dollars (\$50.00)**, and bank charges incurred by lessor, all of which shall be deemed additional rent. (g) Lessee agrees to pay all returned checks in the form of cash, cashier's check, money order, or check drawn on the Federal Reserve by a member bank. (h) Lessor will not accept a personal check from any lessee whose checks have been returned unpaid by a bank more than twice. (i) Nonpayment of any amount described in this lease as additional rent shall entitle lessor to pursue all available legal remedies for nonpayment of rent.

8. **SECURITY DEPOSIT:** Upon signing this lease and before being allowed to take possession of the premises, lessee shall deposit with lessor the amount of \$\_\_\_\_\_, to be held by lessor as security for the performance of this lease by lessee. The security deposit may be commingled with other funds of lessor and shall bear no interest. ***The security deposit is not a substitute for the last month's rent, and lessee agrees to make timely payments of the last month's rent.*** Lessee agrees that lessor's expense of **\$200 for carpet-cleaning performed at the end of the lease shall be deemed additional rent.** Lessor shall be entitled to deduct from the security deposit: (a) All unpaid rent owed through the end of this lease, (b) any additional charges described in this lease as additional rent, and (c) expenses related to repairs, painting or cleaning necessary to restore the premises and furnishings to their condition as at the beginning of the lase, fair wear and tear excepted. ***Lessee agrees to be liable for all such charges which***

*exceed the security deposit.* Lessee agrees to follow any written move-out instructions provided by lessor. Lessor will give the lessee reasonable written notice at lessee's last-known address, or in person, of the date and time when lessor will inspect the premises to determine the amount of the security deposit to be withheld, if any, and lessee will have the right to be present during inspection. Any statements or estimates made by lessor or lessor's representative during inspection are subject to correction or modification before final security deposit accounting. Pursuant to law, within 30 days after termination of this lease, lessor will mail to lessee, at lessee's last known address, a written itemized list of charges withheld from the security deposit, if any, together with the unexpended portion of the security deposit, if any. Lessee must provide a forwarding address; if no forwarding address is provided, lessee agrees that the inspection notice, itemization of charges (if any), and refund (if any), may be mailed to the address of the premises. If more than one lessee signed this lease, lessee agrees that lessor may pay any security deposit refund to any single lessee or by one check jointly payable to all lessees. Any refund and any deduction itemizations may be mailed to one lessee only. The lessee to whom any refund is mailed agrees to indemnify and hold lessor harmless from the claims of the other lessees relating to the security deposit. If lessee is vacating the premises on or after the termination of this lease, the 30-day period to account for the security deposit shall begin only when all of lessee's property has been removed, all occupants have departed, and all keys and other access devices (such as garage door openers) have been delivered to lessor. If lessee abandons the premises before the termination date of this lease, the 30-day period to account for the security deposit shall begin on said termination date or the date lessor re-rents the premises, whichever is earlier.

9. **UTILITIES:** Unless otherwise provided in a separate utility agreement, lessee shall pay for all utilities used for the premises during the term of this lease. If lessor pays any utility expenses payable by lessee, the amounts so paid by lessor shall be deemed additional rent and shall be promptly reimbursed to lessor upon request. Lessee agrees to maintain the temperature in the premises at a level sufficient to prevent water pipes from freezing in cold weather. Lessee agrees that lessor is not responsible for telephone or cable TV service wiring or outlet connections inside or outside the premises.

10. **USE OF PREMISES:** Lessee agrees to use the premises solely as a private residence for lessee and the persons designated as residents on lessee's Rental Application. If any person resides at the premises other than those so designated as residents for more than five consecutive days in any one month without lessor's written consent, lessor shall have the option of pursuing any remedies allowed by law, including terminating the lease, or increasing the monthly rent in the amount of \$100.00 for each such person. The total number of persons occupying the premises shall not exceed two per bedroom. Lessee agrees that no business activities or child care services shall be operated in or from the premises or in any common area (except that any lawful home business conducted by telecommunications, mail or computer is permitted so long as no persons come to the premises for business purposes and no products for distribution to customers are delivered to, stored on or shipped from the premises). Lessee also agrees to use the premises and all common areas in accordance with any Rules and Regulations promulgated by lessor. Lessee agrees that all common and outside areas provided for use with the premises shall be kept free from lessee's property, trash, or debris, and that lessee shall not permit toys, bicycles, scooters, skates, grills, furniture and the like to remain in such areas; rather, such items shall be stored inside the premises or in such other place as lessor may provide or designate. Lessee agrees to use good judgment and thoughtfulness for others in the use of the premises. Lessee agrees not to commit, suffer or permit any waste, litter or nuisance in, on, or near the premises. Lessee shall not place or permit anywhere on or about the premises or in any window any sign, light, advertisement or announcement whatsoever, but a business or personal card containing lessee's name may be placed on the outside door of the premises and a mailbox assigned to lessee. Lessee agrees not to do or permit any act or near the premises that may subject lessor to any legal liability or increase the likelihood of fire or injury to any other person or damage to any property. Lessee agrees that lessor reserves the right to control and regulate the use of all common areas.

11. **RULES AND REGULATIONS:** Any Rules and Regulations promulgated by lessor and provided to lessee are incorporated into this lease by reference and shall be deemed agreements on the part of lessee and conditions of this lease. Lessor reserves the right to adopt and/or change Rules and Regulations from time to time, and the newly adopted or changed Rules and Regulations shall be deemed incorporated into this lease and binding on lessee upon notice to lessee.

12. **ANIMALS:** Unless authorized by a separate Animal Agreement, which shall be deemed incorporated into this lease, no animals of any kind are allowed in or upon any part of the premises at any time, even temporarily, except that a certified service animal for a disabled resident will be authorized upon presentation of a written statement from a qualified professional verifying the need for the service animal and after signature of an Animal Agreement. Lessee agrees to pay \$10 per day additional rent for each day there is an unauthorized animal in or upon the premises. Lessor may have unauthorized animals removed from the premises without liability to lessee, and removal expenses shall be deemed additional rent.

13. **PARKING: Parking spaces at the premises are limited to one personal passenger vehicles per lessee.** Lessor reserves the right to control and regulate all parking. Lessee shall have no right to park any additional vehicles or store any vehicle, boat, or trailer or parts thereof without lessor's written consent. Vehicles shall be parked in designated parking spaces/areas only and shall not be driven or parked in yards. Lessee shall not repair or maintain vehicles on the premises. Vehicles which emit loud noises, either mechanical or musical, or which leak oil or other fluids, are not allowed. Lessee grants to lessor the undisputed right to have

towed from the premises all unauthorized vehicles, illegally or improperly parked vehicles, and any vehicle which does not have a current license, is uninsured, has flat tires, is on jacks or blocks, has wheel(s) missing, is inoperable or otherwise fails to comply with this paragraph. Lessee further agrees that any vehicle owned or leased by lessee which remains at the premises after termination of this lease may be removed by lessor. Lessee waives and releases all claims against lessor for damages and costs resulting from any removal of a vehicle or other property under this paragraph and agrees to reimburse lessor for the expense of removal if paid by lessor, with removal expenses being deemed additional rent.

14. **PROHIBITED CONDUCT:** Lessee and lessee's family, visitors and agents shall not behave in a loud or obnoxious manner, play any musical instrument, operate any electrical or mechanical device, work with power tools, allow loud music, noises, or voices, make threats of violence, or engage in any other objectionable behavior which in any way annoys, molests, disturbs the peace of or interferes with lessor, other tenants of lessor, and/or neighbors of the premises. Lessee agrees to comply with all applicable municipal ordinances including but not limited to the Columbia nuisance party ordinance and noise ordinance. Lessee and lessee's co-residents and visitors shall not socialize, visit or gather outside the premises or in any common area between the hours of 10:30 p.m. and 7:00 a.m. Violation of this paragraph shall be grounds for terminating occupancy rights or terminating this lease.

15. **ANTI-CRIME CONDITIONS:** For the purposes of this paragraph, the word "lessee" includes the lessee, all co-lessees, all other persons occupying the premises, and all other persons who visit or frequent the premises and/or common areas at lessee's invitation or with lessee's consent. In consideration of the execution or renewal of this lease, lessee agrees that any single violation of the conduct prohibitions contained in this paragraph shall be sufficient cause to terminate occupancy rights or terminate this lease whether the violation occurs on, near or at any distance from the premises. The conduct prohibited by this paragraph is as follows: (a) Lessee shall comply with all federal, state and local laws and regulations, and lessee shall not engage in criminal activity, including drug-related criminal activity, with "drug-related criminal activity" being defined as the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. Sec. 802]); (b) lessee shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity; (c) lessee shall not permit the premises or common areas to be used for, or to facilitate, criminal activity, including drug-related criminal activity; (d) lessee shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance as defined in Sections 195.202 – 195.218 RSMo. at any location; and (e) lessee shall not engage in any illegal activity, including prostitution as defined by Sec. 567.020 RSMo., any criminal street gang activity as defined by Sec. 562.035 RSMo., harassment as prohibited by Sec. 565.090 RSMo., any crimes against persons as prohibited in Chapter 565 RSMo., including but not limited to unlawful discharge or unauthorized possession of firearms as prohibited by Sec. 571.030 RSMo., or any breach of this lease which otherwise jeopardizes the health, safety and welfare of lessor, lessor's agents, or other lessees, or involving imminent or actual serious property damage as prohibited in Sections 569.100 and 569.120 RSMo. Proof of violations under this paragraph shall not require a criminal conviction but shall be by a preponderance of the evidence.

16. **SOLICITING:** Lessee agrees that lessor has the right to prevent soliciting, the distribution of hand bills or circulars of an advertising or political nature and the delivery of free newspapers at the premises.

17. **PREMISES CARE AND REPAIRS:** Lessee agrees to keep the premises, fixtures and furnishings in at least as good order, condition and repair as when first occupied by lessee; to keep the premises clean and free from debris, trash, and filth; to not do anything to create a danger of fire or cause an increase in insurance rates or a cancellation of insurance, and upon the expiration or termination of this lease, to surrender possession of the premises, fixtures and furnishings in as good order, condition and repair as when received, fair wear and tear excepted. **Lessee IS / IS NOT required to mow the lawn on the premise.** Regardless of the obligation to mow, lessee agrees to keep landscaping trimmed, remove snow and ice, and keep the exterior free of trash and debris. Lessee agrees to be responsible, when leaving the premises at any time, for closing and locking all windows and doors, shutting off all water faucets, and turning off all electrical appliances not in use. Lessee shall immediately notify lessor of any damage to the exterior or the interior of the premises, the fixtures, plumbing, electrical systems, heating/air-conditioning equipment, walls, ceilings, floors, appliances, locks, windows, doors, and furnishings, whether caused by ordinary wear and tear, by the negligence or intentional act of lessee or lessee's visitors, or by break-ins, burglaries, vandalism or other criminal activity by persons not a party to this lease. Lessor agrees to make necessary repairs in a reasonable time upon notice from lessee. Prompt payment of rent shall not abate during time of repair, and lessor shall not be liable to lessee for the cost of substitute accommodations or other expenses. If damage other than normal wear and tear was caused by lessee or lessee's co-lessees, family, guests or agents, or by break-ins, burglaries, vandalism or other criminal activity by persons not a party to this lease, repair shall be at lessee's expense, and lessee agrees to reimburse lessor for the cost of any such repair (which shall be deemed additional rent) within 30 days after receiving an invoice detailing repairs and costs. Lessee shall keep the premises free from pests, rodents and other nuisances.

18. **ALTERATIONS AND IMPROVEMENTS:** Unless lessor gives written consent, lessee shall make no alterations of or improvements to the premises, including but not limited to, painting, carpeting, wallpapering, installation of permanent shelving or flooring, making electrical changes, and/or re-keying or addition locks. Lessee shall not drive nails or screws into any wood surfaces. Adhesive stickers or adhesive paper shall not be applied to any surface. For hanging pictures and other wall decorations,

lessee shall only use only picture-hanging nails, tacks, pins or small screws. Lessee agrees that any alterations and improvements attached to the premises, including but not limited to blinds and other window treatments, fans, wall coverings, etc., shall, at lessor's option, either become lessor's property and be left in place, or shall be removed and the premises restored to their condition as at the commencement of this lease at lessee's expense.

19. **SMOKE DETECTOR:** Lessor shall furnish the premises with a smoke detector. Lessee shall be solely responsible for maintaining the smoke detector, including providing and installing batteries and periodically testing to make sure the smoke detector is in working order. If lessee informs lessor that the smoke detector is not functioning (for reasons other than the need for new batteries), lessor will provide a new smoke detector or repair the existing smoke detector. Lessee agrees that lessor shall have no liability to lessee or lessee's family or visitors for any personal injury or property damage sustained due to the non-functioning of the smoke detector.

20. **FIRE OR CASUALTY:** In the event the premises become totally uninhabitable as a result of fire, water, or other casualty without fault of lessee, lessee may terminate the lease, at lessee's option, if lessor does not put the premises in good repair within 60 days after lessor is notified of the damage. Lessor shall have the option of terminating the lease by giving written notice to the lessee within 10 days after being notified of damage or casualty loss rendering the premises totally uninhabitable. Lessor shall not be liable for the cost of alternate housing during the time the premises are totally uninhabitable, but rent shall abate during such period; however, if the premises become uninhabitable because of fire or other damage caused by the negligence or intentional act of lessee or lessee's co-residents, visitors or agents, rent shall continue and not be abated. Partial uninhabitability of the premises shall not be cause for lessee to terminate this lease if lessor puts the premises in good repair within 30 days after lessor is notified of the condition, but rent shall abate in proportion to the uninhabitable area until repairs are completed.

21. **QUIET POSSESSION:** Subject to the provisions of the following two paragraphs, lessor will put lessee in possession of the premises on the first day of the term of this lease and will permit lessee to quietly and peaceably hold, occupy and enjoy the premises during the term of this lease without interference by lessor, on condition that lessee observes and performs lessee's covenants and agreements set out in this lease; provided, however, that lessor's failure to timely deliver possession of the premises shall not subject lessor to liability for damages, and lessor's total failure to deliver possession shall not subject lessor to liability beyond the return of any application fee and security deposit paid by lessee.

22. **SUBORDINATION OF LEASE:** This lease is subordinate and subject to: **(a)** All recorded encumbrances, restrictions, easements, party wall agreements, condominium agreements and other instruments; **(b)** applicable federal, state and local laws, including zoning, subdivision and housing ordinances, **(c)** leases and tenancies, including holdover by prior lessees or persons in possession who refuse or fail to vacate; and **(d)** delay caused by construction, renovation, or remodeling which prevents lessee from taking possession. If the owner of the premises refinances the property, lessee agrees to sign any subordination agreement requested by the lender.

23. **ENTRY BY LESSOR:** Lessor and lessor's agents shall have the right, at all reasonable times, to enter the premises to: **(a)** Inspect for damage; **(b)** determine whether lessee is in violation of this lease; **(c)** remedy any lease violations known by lessor; **(d)** remove unauthorized animals or items prohibited by this lease or the Rules and Regulations; **(e)** remove perishable foodstuffs if electricity has been turned off; **(f)** retrieve property owned by lessor or former lessees; **(g)** make necessary repairs, whether or not requested by lessee; **(h)** protect persons and property in case of an emergency; **(i)** show the premises to government inspectors, fire marshals, lenders, appraisers, contractors and insurance agents; **(j)** allow access by law enforcement personnel executing an arrest or search warrant or in hot pursuit; **(k)** show the premises to prospective buyers; **(l)** show the premises to prospective lessees at any time during the term of this lease; **(m)** deliver or post notices to lessee; and **(n)** collect rent. Lessor reserves the right to display a "for sale" sign on the premises at all times and to display a "for rent" sign during the 90 days before expiration of this lease. Lessee's failure to allow entry under this paragraph shall be sufficient cause to terminate this lease; alternatively, lessee shall be liable for liquidated damages of \$200 for each failure to allow entry, which shall be deemed additional rent. If entry is made in lessee absence and without prior notice, lessor or lessor's agent will leave written notice of entry in a conspicuous place.

24. **LIABILITY AND INSURANCE:** Lessee hereby agrees that lessor and lessor's agents shall not be liable to lessee and/or lessee's family, guests, invitees, servants, and/or others claiming through lessee, for any injury or damage to them and/or their property occurring in or about the premises from any cause whatsoever, even if the cause of the damages and/or injuries is alleged to be the fault of or caused by the negligence or carelessness of lessor and/or lessor's agents. Lessee agrees to indemnify and hold lessor harmless from all claims or damages arising as the result of lessee's failure to comply with any requirements imposed by any governmental authority, failure to fulfill any of the terms or conditions of this lease, negligence, or intentional act. Lessee understands that lessor's insurance does not cover lessee's property or lessee's liability for third-party claims against lessee, but rather only covers the building and lessor's property in the building. Lessee understands that it is lessee's responsibility to obtain renter's insurance to insure against liability to third parties and to cover losses to lessee's personal possessions resulting from casualty, theft, burglary, water, rain, mold, snow, ice, sleet, fire, explosion, frost, storm, accident, or wind, or resulting from the breakage, stoppage, leaking or

other defect of water, gas, heating or sewer pipes or electric wiring or current or plumbing on, under, about or adjacent to the premises.

25. **SECURITY NOT PROVIDED:** Lessee agrees that lessor is not required by this lease to provide security guards or patrols, security lighting, security gates or fences or any other form of security and that lessor shall not be liable to lessee or lessee's family or visitors for injury to persons or damage to property caused by other persons, including but not limited to theft, burglary, assault, vandalism, or other crimes. Lessee acknowledges that neither lessor nor lessor's agents have made any representations, written or oral, concerning the safety of the premises or the effectiveness or operability of any security devices or security measures. Lessee agrees that neither lessor nor lessor's agents warrant or guarantee the safety or security of the lessee or lessee's family members or guests against the criminal or wrongful acts of third parties. Each lessee, occupant and guest is responsible for protecting his or her own person and property. Lessee agrees that lessor does not have the obligation to investigate the background of any lessee, agent, or employee.

26. **NOTICES:** Lessee agrees that any notice given by lessor relating to this lease may be given by any one or more of the following methods, each of which shall be equally sufficient: **(a)** by personal delivery of the notice to any one or more of the persons signing this lease as lessee or any person residing in the premises who is at least 16 years old; **(b)** by posting the notice on the main entrance of the premises; or **(c)** by mailing the notice to lessee at lessee's last-known address by certified mail, return receipt requested. Notices which are personally delivered or posted shall be deemed given on the date of delivery or posting; notices which are mailed shall be deemed give on the next mail delivery date after the date of mailing, whether or not the return receipt is signed and returned. Any notice given as stated in this paragraph shall be binding on all lessees under this lease and all other persons occupying the premises with lessee's permission.

27. **VIOLATIONS OF LEASE:** All obligations undertaken by lessee in this lease shall be considered covenants by lessee and conditions of this lease. Any violation of this lease by lessee shall entitle lessor to pursue all legal remedies available under Missouri law and this lease. Lessee agrees that any violation of this lease by lessee's co-lessees, family, occupants, guests or agents shall be considered a violation by lessee and that lessee shall be liable for such violations as though it had been committed by lessee. The following additional provisions apply to lease violations:

a. Lessor shall have the option of terminating this lease for cause upon any violation of this lease, including lessee's obligation to pay rent. To exercise this option, lessor shall give written notice to lessee briefly describing the violation(s) and terminating this lease 10 days after lessee's receipt of the notice, and lessee waives all other common law or statutory notices. Lessee agrees to surrender possession of the premises to landlord not later than the 10<sup>th</sup> day after receipt of the notice. If lessee fails to surrender possession, lesser may sue lessee for unlawful detainer. If the lease is terminated under this paragraph, lessee will be liable for all accrued and unpaid rent, late charges, and other amounts owed under this lease, as well as for double damages for the period lessee retains possession after the termination date.

b. Upon lessee's violation of this lease, including lessee's obligation to pay rent, lessor shall have the option of continuing this lease in effect but making demand upon lessee to surrender possession of the premises to lessor. In this case: **(a)** Lessee's obligation to pay rent for the full term shall not be terminated, but lessee shall be entitled to credit for any rent thereafter received by lessor upon re-renting the premises during the balance of the term of this lease, less all expenses incurred in connection with re-renting; and **(b)** unless lessor otherwise notifies lessee in writing, any repossession of the premises by lessor shall not be deemed an acceptance of a surrender of the lease by lessee or a termination of lessee's obligations under the lease, but shall instead be deemed a prepossession for the purpose of reducing the damages of both lessor and lessee by permitting the re-renting of the premises and for the purpose of securing and cleaning up the premises.

c. If lessee abandons the premises, lessor shall have the option of remaining out of possession of the premises and declaring immediately due and payable and collecting from lessee the rent then remaining to be paid for the balance of the term of this lease as well as other amounts owed by lessee under this lease.

d. Upon execution of a court judgment for possession of the premises, lessor shall be entitled to remove lessee's property from the premises, and lessee agrees that lessee shall be liable to lessor for all costs and removal and that such costs may be taxed as additional court costs upon application by lessor to the court.

28. **LAWSUITS:** Lessee consents to venue in Boone County, Missouri, in any lawsuit arising out of or related to this lease and/or lessee's use or occupancy of the premises, including but not limited to suits for unlawful detainer, rent-and-possession, breach of contract, expedited eviction, and/or any claim of injury or damage asserted by lessor or lessee. Both lessor and lessee waive trial by jury in any such lawsuit. Each lessee shall be considered the agent of all lessees under this lease for service of process.

29. **ENFORCEMENT EXPENSES:** Lessee agrees that if lessor utilizes the services of an attorney and/or collection agency to enforce any of the provisions of this lease, or to recover possession of the premises, or in connection with any lawsuit described in the paragraph above headed "Lawsuits," or in connection with any administrative proceeding arising out of or related to this lease and/or lessee's use and occupancy of the premises, lessee shall be liable to lessor for all of lessor's expenses connected

therewith, including but not limited to reasonable attorney fees, litigation expenses, court costs and collection agency fees, all of which shall be deemed additional rent.

30. **EXPIRATION OF LEASE:** Absent lessor's execution of a new lease with lessee or the parties' written agreement to renew or extend this lease, this lease shall expire on the termination date stated in paragraph 5, and lessee shall vacate the premises on or before the termination date. If lessee retains possession of the premises beyond the termination date and lessor thereafter accepts rent for any period after the termination date, this lease shall continue on the same terms and conditions, but the term shall be month-to-month.

31. **ABANDONMENT:** Any personal property left in or upon the premises by lessee after lessee vacates or abandons the premises shall be deemed abandoned; further, pursuant to Sec. 441.065 RSMo., lessee's absence from the premises and nonpayment of rent for 30 consecutive days shall conclusively establish abandonment upon lessor's compliance with the procedures contained in said statute. Any such abandoned property may be disposed of by lessor without liability to lessee. Lessee shall be liable to lessor for the cost of removing and disposing of abandoned property together with related enforcement expenses mentioned in the paragraph above headed "Enforcement Expenses."

32. **SALE OF PREMISES:** If the premises are sold or conveyed, this lease shall be deemed to be assigned to the grantee, and all rights and remedies available to lessor under this lease and Missouri law shall inure to the grantee as assignee lessor.

33. **APPLICATION AND DISCLOSURE RIGHTS:** Lessee represents that all statements in the Rental Application submitted by lessee before entering into this lease are true, correct and complete, and lessee agrees that a breach of this representation shall be sufficient cause to terminate this lease. Lessee agrees that lessor may provide information about lessee for law enforcement, government or business purposes (including providing rental history information to any prospective new lessor).

34. **NO ASSIGNMENT OR SUBLETTING BY LESSEE:** Lessee shall not have the right to transfer or assign this lease, nor sublease all or part of the premises, without written consent of lessor. If such consent is granted, lessee shall not be released from the obligations of this lease unless lessor agrees to such release in writing.

35. **MISCELLANEOUS PROVISIONS:** (a) Lessor's decision at any time not to enforce remedies for any lease violation by lessee shall not preclude later enforcement of remedies for the violation, constitute a waiver of any subsequent violation, or authorize a violation at any future time. (b) If any part or parts of this lease are held unenforceable for any reason, the remainder of this lease shall continue in full force and effect. (c) This lease, together with the Rental Application submitted by lessee and any Rules and Regulations promulgated by lessor, contains the entire agreement between the parties and supersedes all prior agreements of the parties, written or oral. Except for the provision allowing promulgation and amendment of the Rules and Regulations, no modifications of this lease shall be binding unless evidenced by an agreement in writing signed by lessor and lessee. (d) This lease shall be governed by the laws of the United States, the State of Missouri, and the county and municipality where the premises are located. (e) This lease is binding upon and inures to the benefit of lessor and lessee and their heirs, personal representatives, successors and assigns, subject to the foregoing restrictions on assignment and subletting by lessee. (f) Time is of the essence of this lease. (g) Multiple copies of this lease are to be signed, at least one for lessor and at least one for lessee. Any existing Rules and Regulations are to be attached to this lease. (h) \_\_\_\_\_ If checked, lessor has made a preliminary determination that this lease must be guaranteed, and all required guarantees must be returned to lessor within \_\_\_\_\_ days after the last lessee signed this lease; upon failure to return all required guarantee forms to lessor by said date, lessor shall have the option to declare this lease void by giving written notes to lessee(s) that the lease is void, and for such notice purposes, only one copy of the notice need be mailed by first-class mail to any lessee, who shall be responsible for notifying other lessees.

**NOTICE TO LESSEE:** This lease contains a clause in paragraph 24 above releasing lessor from liability to lessee for personal injury and property damage unless caused by lessor's gross negligence.

**HAVING READ AND FULLY UNDERSTOOD THIS LEASE,** the parties have signed this lease on the date(s) set forth opposite their respective signatures.

**LESSOR:**

\_\_\_\_\_  
Signature and Date

**LESSEE:**

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Signature and Date