

RESIDENTIAL LEASE

(Intended for use with houses and for use with condominiums, villas or similar lifestyle properties)

DATE: _____

1 **1. PARTIES AND PROPERTY.**

2 _____
3 Tenant, agrees to lease from the undersigned Landlord the following real property in the municipality of (if incorporated)
4 _____, County of _____, Missouri, known as and described as follows:
5 _____

6 **2. TERMS.**

7 Tenant agrees to pay a total of \$ _____ to Landlord for the rental period of _____
8 beginning _____ and ending on _____. Tenant covenants and agrees to pay a monthly
9 rental fee of \$ _____ in advance on the _____ day of each month during the term of this
10 lease. The first month's rent shall be paid on _____. If Tenant takes possession of the property in advance of the term,
11 all conditions of this lease shall prevail and rent shall be paid pro rata to the beginning of the month. In the event the Landlord receives the
12 rental payment on or before the due date each month, a \$ _____ discount shall be applied to the monthly payment.

13 **3. ADDITIONAL RENT.**

14 All monthly rent payments shall be paid on or before the due date without a grace period and if not received by Landlord when due, then in
15 addition to other remedies which are contained herein or as may be provided by law, Tenant agrees to pay additional rent of \$
16 _____ per day for each day such rent or partial rent is overdue as liquidated damages, actual damages being impossible to ascertain.
17 An insufficient check shall incur the same additional rent until such time as the check is made good. All rental payments shall be paid to
18 _____ and delivered
19 to _____ or to such
20 other place as the Landlord may, from time to time, direct.

21 **4. SECURITY DEPOSIT.**

22 The security deposit of \$ _____ payable upon execution of this lease, shall be held by
23 _____ (Landlord if none other specified), without interest to Tenant for the
24 term of this lease, in part, as a guarantee of the performance by the Tenant of the agreements contained herein. Buyer/Landlord shall hold
25 the security deposit(s) in accordance with all applicable laws, including, but not limited to, those set forth in Section 535.300 of Chapter
26 535 Landlord-Tenant Actions, of the Missouri Revised Statutes. Landlord is hereby authorized to expend from this deposit, such sums
27 necessary to clean the premises and correct or repair damage done by the Tenant or Tenant's guests or invitees. Within thirty (30) days
28 after the termination of the tenancy or recovery of possession by Landlord (whichever is later), Landlord shall either return to the Tenant
29 the full security deposit or furnish a written itemized list and cost or estimated cost of any such damages or reasons for which the security
30 deposit or any portion thereof is being withheld along with the balance of the security deposit, if any. In the event the security deposit is
31 not sufficient to correct or repair the damage or restore the loss due to Tenant's non-performance, then Tenant agrees to pay such additional
32 amount upon notification of the dollar amount. The security deposit is not to be construed by the Tenant as a payment of any installment
33 of rent due under the terms of this lease. The security deposit refund may be in one check, jointly payable to all Tenants and such refund
34 check and itemization of deduction may be mailed to one Tenant only.

35 NOTE: IN NO EVENT SHALL SECURITY DEPOSIT BE USED BY TENANT AS ANY PART OF RENT. Missouri Landlord and
36 Tenant Act Chapter 441 and 535 RsMo states that a tenant may not apply or deduct any portion of the security deposit in payment of rent.

37 **5. RETURNED CHECK.**

38 There shall immediately accrue a charge of \$ _____ as additional rent, for each event of any check delivered to the Landlord, which
39 upon presentation to the designated depository thereon, is dishonored for reason of insufficient funds, account closed, payment stopped or
40 otherwise. At any time after such an occurrence, Landlord may require all subsequent amounts payable under this lease to be paid by
41 Tenant in the form of cash, cashier's check or money order.

42 **6. USE OF PROPERTY.**

43 Tenant agrees that the property shall be occupied by no more than _____ person(s), as a residence for Tenant and Tenant's immediate
44 family or other such persons identified on Tenant's application or otherwise identified herein, and shall not be used for any other purpose
45 whatsoever, however, Tenant shall be permitted to entertain guests for limited periods of time, not to exceed two weeks. Tenant shall
46 comply with all applicable laws regulating the use of the property. Failure to comply will cause a default of this agreement.

47 **7. GOVERNMENTAL INSPECTIONS AND OCCUPANCY PERMIT.**

48 Before possession, and if required by any applicable governmental authority, Landlord shall comply with occupancy code requirements.
49 Tenant shall obtain an occupancy permit.

50 **8. POSSESSION.**

51 Landlord will permit Tenant to quietly and peaceably hold, occupy and enjoy said property during the term hereof without interference by
52 the Landlord provided that Tenant observes and performs all of the agreements contained herein. Landlord's liability for failure to deliver
53 possession on the specified date shall be limited to the abatement of rent due from Tenant until possession is delivered.

54 **9. ILLEGAL DRUG WARNING.**

55 Illegal drug trafficking, manufacturing or use is a violation of law and this lease, subjecting Tenant to all applicable penalties. In the event
56 Tenant or any member of Tenant's family or any of Tenant's guests, invitees, agents or employees uses or is involved in the use,
57 distribution or manufacture of illegal drugs while on Landlord's property, it shall be just cause for the termination of this lease and the
58 eviction of the Tenant. Tenant warrants to Landlord that Tenant or any other resident of the property has never been convicted of crimes
59 related to methamphetamine.

60 **10. ACCESS BY LANDLORD.**

61 Tenant shall assume all responsibility for the terms and conditions of this lease at the time of occupancy but no later than the first day of
62 the term hereof. Landlord shall be entitled and shall have the right, at all reasonable times, to inspect said property for any damage or
63 destruction or to determine whether or not Tenant is performing and observing all of the agreements contained herein, and for the purpose
64 of making any necessary repairs. For a period of 60 days prior to the expiration or termination of this lease, Landlord shall have the right
65 of access to the property at all reasonable times for the purpose of showing to prospective tenants, buyers, appraisers, lenders and
66 inspectors. Landlord shall not be liable to Tenant or any member of Tenant's family or any of Tenant's guests, invitees, agents or
67 employees for any loss, injury or damage to them or their personal property from any cause whatsoever, except Landlord's gross and
68 willful negligence.

69 **11. RESPONSIBILITIES OF LANDLORD.**

70 In addition to other responsibilities set forth elsewhere in this lease, Landlord shall be responsible for the cost to maintain the residence in
71 good and habitable condition including costs associated with reasonable wear and tear of the tenant, except as provided for damages caused
72 by Tenant's neglect and except as provided for in section 14. Landlord has disclosed to Tenant, in writing, any facts known to Landlord as
73 regards to any prior use of the property as a lab, production or storage site of methamphetamine or was the residence of a person convicted
74 of crimes related to methamphetamine.

75 **12. LIABILITY AND INDEMNITY.**

76 Landlord shall not be liable to Tenant, Tenant's guests or other occupants or persons on the premises for personal injury, property damage
77 or other losses to such persons or their property caused by theft, burglary, assault, other crimes, fire, water, ice, wind, rain, smoke, or any
78 other cause. Furthermore, Tenant agrees to indemnify and hold Landlord free and harmless from any and all liability for injury to or death
79 of any person, or for damage of property arising from the use and occupancy of the premises by Tenant or from the act or omission of any
80 person or persons, including Tenant in or about the leased premises with the express or implied consent of Tenant. Landlord requires
81 Tenant to obtain personal household contents and personal liability insurance. (See section 14.) Landlord shall have no duty to furnish
82 smoke detectors, except as required by law, however, if furnished, Tenant is responsible for keeping them operational by furnishing
83 batteries. (See section 14.)

84 **13. MULTIPLE TENANTS.**

85 Each Tenant is jointly and individually liable for all obligations and sums due under this lease agreement. A lease violation by one Tenant
86 is a violation by all Tenants. Notice by Landlord to any adult Tenant is notice to all Tenants.

87 **14. RESPONSIBILITIES OF TENANT.**

88 In addition to other responsibilities set forth in the lease, Tenant shall:

- 89 • Pay all utilities when due including, if applicable, electric, gas, water, and trash removal. Tenant shall make arrangements for such
90 services prior to occupancy and shall maintain such services (and, when necessary, provide heat for the building) throughout the term
91 of the lease.
- 92 • Obtain personal liability insurance and, if desired, personal household contents insurance.
- 93 • Inspect smoke alarms and carbon monoxide detectors, bi-annually, if applicable, and replace batteries when needed.
- 94 • Change furnace filter regularly (at least every three months) if residence has a forced air system.

- Keep air conditioner compressor clean and free of debris, leaves, grass clippings, etc.
- Keep garbage, trash, waste and debris in proper containers and dispose of same at least weekly.
- Comply with subdivision/condominium rules and regulations, a copy of which, if applicable, is attached.

Except where the following exterior maintenance items are provided for by the subdivision/condominium, Tenant shall also:

1. Keep sidewalks and driveways free from snow, ice and anything that may present a danger to Tenant or others.
2. Keep grass cut, watered and trimmed and reasonably free of leaves and debris.
3. Provide the necessary and proper care for shrubs and trees.
4. Maintain gutters and downspouts so as to be clean and operable.

It is further understood, acknowledged and agreed that Tenant shall:

- Be responsible for the cost of repair of glass, screens and doors if damaged by accident or neglect of Tenant or anyone else.
- Be responsible for the cost of pest/insect control, except for wood destroying insects/pests, first reported to landlord 30 days or later after possession.
- Be responsible for the cost of repairs to bath, tub/shower enclosures, tile, walls and floors if grout or caulk is not intact and properly sealed so as to prevent water penetration behind such seals when such condition was not reported, in writing, to Landlord before damage occurred.
- Be responsible for the cost of repairs to garbage disposal (if any), bathtub, toilets or drains, if caused by rags, excessive grease, glass, metal, plastic, etc. or any accident or neglect of Tenant or anyone else.
- Be responsible for any other cost incurred by Landlord (repairs or otherwise) resulting from accident or negligence of Tenant or Tenant's invitees or guests.
- Be responsible to immediately notify Landlord, in writing, of any repairs needed that, if left unattended, would result in damage to the residence.

In addition, it is understood, acknowledged and agreed that Tenant:

- Shall keep no pets on the property without the express written consent of Landlord.
- Shall not paint, or install or remove wallpaper, or otherwise alter the residence in any manner without the written consent of Landlord.
- Shall not alter, replace or add door or window locks and shall return all keys to Landlord upon termination of this lease. Landlord agrees to change locks upon request of Tenant and receipt of payment for the applicable locksmith or other contractor service fee.
- Shall not park or allow guests to park anywhere on the property except in regular spaces provided for such vehicle parking.
- Shall not park or store any recreational vehicle, trailer or commercial vehicle on the property without the written consent of Landlord
- Shall not store flammable or hazardous materials, except nominal amounts of gasoline, which is to be stored in proper containers.
- Shall refrain from activities of any kind that would interfere with any neighbors peaceful enjoyment of the property they occupy.
- Shall not assign this lease or sublease or rent any portion of the property to anyone else.
- Shall keep Landlord informed at all times of Tenant's current phone numbers (residence, work and cell).
- Shall, upon vacating, remove all personal property belonging to Tenant and shall thoroughly clean the property and shall pay Landlord's cost of professional carpet cleaning to be done after vacating.
- Shall pay all attorneys fees and court costs in the event legal proceedings are instituted by Landlord for non-payment of rent or late charges or any other breach of this lease by Tenant, including eviction cost.

15. HOLDOVER.

If Tenant holds over and fails to vacate on or before the agreed upon move-out date (end of lease term, or any renewal or extension period, or the move-out date agreed to by the parties), Tenant shall be liable to pay double rent for the holdover period and shall indemnify Landlord and/or prospective tenants or buyers for damages (i.e., lost rent or profits of sale, lodging expenses and attorney's fees).

16. DESTRUCTION OF PROPERTY.

In the event the property is rendered partially uninhabitable by fire or other casualty, rent shall be reduced proportionally until such time as property is habitable. Landlord shall proceed immediately to render the property habitable and if repairs are not completed within 30 days after the date of the damage or loss, then Tenant shall have the option of terminating this lease immediately thereafter by giving Landlord written notice of termination. If the property is totally destroyed or rendered uninhabitable by reason of fire or other casualty, the lease shall immediately terminate.

141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192

17. CONDEMNATION.

In the event of condemnation under governmental right of eminent domain or otherwise or in the event of a sale of the property under threat of such condemnation, Landlord may terminate this lease but not without written notice to Tenant not less than sixty (60) days in advance of the rent due date.

18. DEFAULT BY TENANT.

In the event of a default by Tenant of any rent payment or in the performance of or compliance with any agreements contained herein, Landlord shall, without demand, be entitled to possession of the property. Tenant shall, upon written demand by Landlord, quit and surrender said property to Landlord. Tenant's obligation to pay rent for the full term shall not be terminated, provided however, that Tenant shall be entitled to credit for any rent thereafter collected by the Landlord for re-renting said property during any part of the balance of the term hereof, less any expenses in connection therewith. The remedies provided for in this paragraph shall be in addition to the other remedies provided for herein or as provided by law.

Failure by Landlord to enforce or demand performance of any obligation of Tenant, or to seek remedy for breach thereof shall not waive or excuse defaults of other obligations nor further defaults of the same obligation.

19. ABANDONMENT.

If Tenant is absent from the premises for five (5) consecutive days following notice of default of this lease, or if Tenant leaves personal property at the premises after the termination of the lease, all personal property found in or on the premises may be deemed by Landlord to be abandoned. Landlord may peaceably enter, remove and dispose of such personal property as Landlord sees fit without any liability or duty to account for such personal property to Tenant. Cost of removal of personal property shall be paid by Tenant.

20. INSPECTION OF PROPERTY.

Tenant acknowledges having inspected said property prior to the execution of this lease and finds the same to be in good, safe, and clean condition and repair except as may be otherwise noted. Tenant further agrees to keep said property in as good and clean condition and repair as when so inspected and when first occupied, and will keep said property free from any debris, trash and filth, and will not do anything to create a danger of fire or cause an increase in insurance rates or to cause a cancellation of insurance. Upon the expiration of this lease or its termination, Tenant will surrender possession of the leased property (including any Landlord owned personal property) in as good, clean and safe condition and repair as on the date of this lease except for reasonable wear and tear. Tenant agrees that no representation as to condition has been made and that no promise to decorate, alter, repair or improve the property has been made except what has been set forth herein. Before executing this agreement, Tenant should contact law enforcement officials for information pertaining to whether registered sex offenders or other convicted criminals reside in the area. If Tenant is not satisfied with such information, Tenant should not lease this property.

- 21. CHECK ONE** This lease agreement is part of a Lease/Purchase agreement, Sale Contract is attached.
 This lease agreement is for lease only, attach Form #2161 for Relationship Disclosure and Form #2119 for Lead Based Paint Disclosure.

22. SPECIAL AGREEMENTS.

Landlord Tenant is a real estate licensee and is acting as a principal party in this contract.

LANDLORD SIGNATURE	DATE	TENANT SIGNATURE	DATE
<u>James Patton, TCR Property Management, LLC</u>			
Landlord Printed Name		Tenant Printed Name	

LANDLORD SIGNATURE	DATE	TENANT SIGNATURE	DATE
<u>James Patton, TCR Property Management, LLC</u>			
Landlord Printed Name		Tenant Printed Name	