

Form: #2118 RESIDENTIAL LEASE

Previous Version: 01/20

Current Version: 07/23

Previous Language

(Title and Subtitle) previously read:

RESIDENTIAL LEASE

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

(Lines 1-5) previously read:

1. PARTIES AND PROPERTY.

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

Added Language

~~Deleted Language~~

Current Language (in redline)

(Title and Subtitle) now reads:

RESIDENTIAL LEASE

~~(Intended for use with houses and for use with condominiums, villas or similar lifestyle properties)~~ **Not for use with commercial properties)**

(Lines 1-11 now reads:

1. PARTIES AND PROPERTY.

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

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

(Check box if schedule attached and describe): _____

(Check box if parking space is available and describe): _____

(Line 11) previously read:

term, 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

(Line 20) previously read:

_____ or to such other place as the Landlord may, from

(Lines 22-35) previously read:

4. SECURITY DEPOSIT.

The security deposit of \$_____ payable upon execution of this lease, shall be held by _____ (Landlord if none other specified), without interest to Tenant for the term of this lease, in part, as a guarantee of the performance by the Tenant of the agreements contained herein. Buyer/Landlord shall hold the security deposit(s) in accordance with all applicable laws, including, but not limited to, those set forth in Section 535.300 of Chapter 535 Landlord-Tenant Actions, of the Missouri Revised Statutes. Landlord is hereby authorized to expend from this deposit, such sums necessary to clean the premises and correct or repair damage done by the Tenant or Tenant’s guests or invitees. Within thirty (30) days after the termination of the tenancy or recovery of possession by Landlord (whichever is later), Landlord shall either return to the Tenant 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 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 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 amount upon notification of the dollar amount. The security deposit is not to be construed by the Tenant as a payment of any installment 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 check and itemization of deduction may be mailed to one Tenant only.

(Line 17) now reads:

term, 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

(Line 26) now reads:

_____ or to such other place as ~~the~~ Landlord may, from

(Lines 28 – 42) now reads:

4. SECURITY DEPOSIT.

The security deposit of \$_____ (~~not to exceed two months’ rental amount~~) payable upon execution of this lease, shall be held by _____ (Landlord if none other specified), without interest to Tenant for the term of this lease, in part, as a guarantee of the performance by ~~the~~ Tenant of the agreements contained herein. Buyer/Landlord shall hold the security deposit(s) ~~in a separate in account in~~ accordance with all applicable laws, including, but not limited to, those set forth in Section 535.300 of Chapter 535 Landlord-Tenant Actions, of the Missouri Revised Statutes. Landlord is hereby authorized to expend from this deposit, such sums necessary to clean the ~~property premises~~ and correct or repair damage done by ~~the~~ Tenant or Tenant’s guests or invitees. Within thirty (30) days after the termination of the tenancy or recovery of possession by Landlord (whichever is later), Landlord shall either return to ~~the~~ Tenant 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 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 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 amount upon notification of the dollar amount. The security deposit is not to be construed by ~~the~~ Tenant as a payment of any installment of rent due under the terms of this lease. The security deposit refund may be in one ~~check~~ payment, jointly payable to all Tenants and

such refund ~~check~~ and itemization of deduction may be ~~mailed sent~~ to one Tenant only.

(Line 40) previously read:

There shall immediately accrue a charge of \$_____ as additional rent, for each event of any check delivered to the Landlord,

(Line 43) previously read:

this lease to be paid by Tenant in the form of cash, cashier's check or money order.

(Lines 44-49) previously read:

6. USE OF PROPERTY.

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

(Line 55) previously read:

interference by the Landlord provided that Tenant observes and performs all of the agreements contained herein. Landlord's

(Line 62) previously read:

lease and the eviction of the Tenant. Tenant warrants to Landlord that Tenant or any other resident of the property has never been

(Line 47) now reads:

There shall immediately accrue a charge of \$_____ as additional rent, for each event of any check delivered to ~~the~~ Landlord,

(Line 50) now reads:

this lease to be paid by Tenant in the form of cash, cashier's check, ~~wire transfer, ACH or other acceptable electronic payment~~ or

(Lines 52 – 58) now reads:

6. USE OF PROPERTY.

Tenant agrees that the property shall be occupied by no more than _____ person(s), as a residence for Tenant and Tenant's immediate family or other such persons identified on Tenant's application or otherwise identified herein, and shall not be used for any other purpose whatsoever, however, Tenant shall be permitted to entertain guests for limited periods of time, not to exceed two weeks. Tenant shall comply with all applicable laws regulating the use of the property ~~(including, but not limited to, ordinances containing limitations on the number of people who can occupy a housing unit)~~. Failure to comply will cause a default of this agreement.

(Line 64) now reads:

interference by ~~the~~ Landlord provided that Tenant observes and performs all of the agreements contained herein. Landlord's

(Line 71) now reads:

lease and the eviction of ~~the~~ Tenant. Tenant warrants to Landlord that Tenant or any other resident of the property has never been

(Line 75) previously read:

residence in good and habitable condition including costs associated with reasonable wear and tear of the tenant, except as provided

(Line 87) previously read:

methamphetamine or was the residence of a person convicted of crimes related to methamphetamine.

(Lines 79 – 87) previously read:

12. LIABILITY AND INDEMNITY.

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

(Lines 102 - 106) previously read:

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.

(Line 84) now reads:

residence in good and habitable condition including costs associated with reasonable wear and tear of ~~the~~Tenant, except as

(Line 87) now reads:

methamphetamine or **that it** was the residence of a person convicted of crimes related to methamphetamine.

(Lines 88 – 96) now read:

12. LIABILITY AND INDEMNITY.

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

(Lines 111 – 117) now read:

Except where the following exterior maintenance items are provided for by the subdivision/condominium, **Landlord or** Tenant shall **be responsible for the following (mark appropriate boxes):**

Landlord **Tenant**

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 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.

(Lines 118 – 119) previously read:

- be responsible to immediately notify Landlord, in writing, of any repairs needed that, if left unattended, would result in damage to the residence.

(Lines 124 – 126) previously read:

- 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;

(Lines 134 – 138) previously read:

- 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; and
- shall pay all attorney 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.

- Keep grass cut, watered and trimmed and reasonably free of leaves and debris.
- Provide the necessary and proper care for shrubs and trees.
- Maintain gutters and downspouts so as to be clean and operable.

(Lines 129 – 131) now read:

- be responsible to immediately notify Landlord, in writing, of any repairs needed that, if left unattended, would result in damage to the residence, **including, but not limited to, water leakage, roof damage, wall cracks and/or holes, bed bugs, termites, insects or other pest damage or infestations, etc.**

(Lines 136 – 138) now read:

- 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;**
- ~~Landlord agrees to change locks upon request of Tenant and receipt of payment for the applicable locksmith or other contractor service fee;~~

(Line 146 - 157) now read:

- shall keep Landlord informed at all times of Tenant’s current phone numbers (residence, work, and cell) **and email addresses;**
- 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; ~~and~~
- shall pay all attorney 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;

- shall adhere to Landlord’s “No Smoking” policy. Smoking is defined as vaping, inhaling or carrying a lit cigarette, cigar, pipe or other tobacco or non-tobacco smoked or vaped or inhaled product in any form, legal and illegal. Tenant acknowledges that smoking is not allowed anywhere indoors or outdoors on the property, including but not limited to any Common Areas. Tenant further acknowledges and agrees that Landlord’s No Smoking policy does not make Landlord responsible for Tenant’s health or of the smoke-free condition of the property or any Common Areas; and
- acknowledges and agrees no growing of cannabis is allowed indoors or outdoors anywhere on the property, including but not limited to any Common Areas, without Landlord’s prior written consent.

(Line 147) previously read:

completed within thirty (30) days after the date of the damage or loss, then Tenant shall have the option of termination this lease

(Lines 158 – 162) previously read:

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.

(Lines 163 – 168) previously read:

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

(Line 166) now reads:

completed within thirty (30) days after the date of the damage or loss, then Tenant shall have the option ~~of to termination~~ this

(Lines 177 - 183) now read:

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. **If any amount owed by Tenant under the terms of the lease remains in default for more than thirty (30) days after notice thereof and referred to a third party for collection by Landlord, then the amount due shall be increased to cover collection fees incurred by Landlord.** 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.

(Lines 184 - 189) now read:

19. ABANDONMENT.

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.

(Line 174) previously read:

expiration of this lease or its termination, Tenant will surrender possession of the leased property (including any Landlord owned

(Lines 180 – 182) previously read:

- 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 Relationship Disclosure Addendum and Form #2119 Pre-1978 Housing Rental and Leases Discl. Of Information LBP and/or LBP Paint Hazards

(Line 191) previously read:

(Lines 193 - 200) previously read:

_____ LANDLORD SIGNATURE	_____ DATE	_____ TENANT SIGNATURE	_____ DATE
_____ Landlord Printed Name		_____ Tenant Printed Name	
_____ LANDLORD SIGNATURE	_____ DATE	_____ TENANT SIGNATURE	_____ DATE
_____ Landlord Printed Name		_____ Tenant Printed Name	

If Tenant is absent from the ~~property-premises~~ for five (5) consecutive days following notice of default of this lease, or if Tenant leaves personal property at the ~~property-premises~~ after the termination of the lease, all personal property found in or on the ~~property-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.

(Line 199) now reads:

expiration of this lease or its termination, Tenant will surrender possession of the ~~leased~~ property (including any Landlord owned

(Lines 201 - 203) now read:

- 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 Relationship Disclosure Addendum and~~ Form #2119 Pre-1978 Housing Rental and Leases Disclosure ~~o~~Of Information ~~Lead-Based-PaintBP~~ and/or ~~Lead-Based PaintBP~~ ~~Paint~~ Hazards

(Line 213) now reads:

Other # _____ Other # _____

(Lines 214 – 272) now read:

- 23. FRANCHISE DISCLOSURE.**
Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).
- 24. LEASE INFORMATION.**
Permission is hereby granted by Landlord and Tenant for Broker(s) to provide information about this lease, including but

not limited to rental rates, term and address to Mid America Regional Information Systems Inc. and its members.

25. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central Time.

26. RELATIONSHIPS & COMMUNICATIONS DISCLOSURES.

Tenant and Landlord confirm that disclosure of the licensee's relationship was made no later than the first showing of the property, upon first contact, or immediately upon the occurrence of a change to the relationship.

Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling Licensee.

Licensee assisting Landlord is a: (Check appropriate box)

- Landlord's Agent: Licensee is acting on behalf of Landlord.
- Tenant's Agent: Licensee is acting on behalf of Tenant.
- Dual Agent: Licensee is acting on behalf of both Landlord and Tenant.
- Designated Agent: Licensee has been designated to act on behalf of Landlord.
- Transaction Broker Assisting Landlord: Licensee is not acting on behalf of either Landlord or Tenant.

Licensee Personal Interest Disclosure: (Complete only if applicable)

_____ (insert name of licensee) is a
real estate broker or salesperson licensed in the state of
_____ and is (Check one or more, as
applicable)

- a party to this lease; a principal of and/or has a direct or indirect ownership interest with Landlord Tenant; and /or
- an immediate family member of Landlord Tenant
- Other Specify: _____

Licensee assisting Tenant is a: (Check appropriate box)

- Landlord's Agent: Licensee is acting on behalf of Landlord.
- Tenant's Agent: Licensee is acting on behalf of Tenant.
- Dual Agent: Licensee is acting on behalf of both Landlord and Tenant.
- Designated Agent: Licensee has been designated to act on behalf of Tenant.
- Transaction Broker Assisting Tenant: Licensee is not acting on behalf of either Landlord or Tenant.
- Subagent of Landlord: Licensee is acting on behalf of Landlord.

Licensee Personal Interest Disclosure: (Complete only if applicable)

_____ (insert name of licensee) is a
real estate broker or salesperson licensed in the state of
_____ and is (Check one or more, as
applicable)

- a party to this lease; a principal of and/or has a direct or indirect ownership interest with Landlord Tenant; and /or
- an immediate family member of Landlord Tenant
- Other Specify: _____

Sources of Compensation to Broker(s), including commissions and/or other fees: Landlord Tenant

Tenant and Landlord acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure form and when appropriate, a copy of Duties and Obligations of Limited or Dual Agency or Transaction Brokerage as adopted from Chapter 339 RSMo.

By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.
All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction Act as adopted by the state of Missouri.

Brokerage Firm Name Assisting Landlord
Brokerage Firm Name Assisting Tenant

Broker's Firm State License ID#: _____
Broker's Firm State License ID#: _____

By (Signature): _____
By (Signature): _____

Printed Name: _____
Printed Name: _____

Licensee State License ID#: _____
Licensee State License ID#: _____

Date: _____ **MLS ID:** _____
Date: _____ **MLS** **ID:**

EXPIRATION: This lease must be accepted by: _____ **m of**
_____.

LANDLORD SIGNATURE	TIME/DATE
TENANT SIGNATURE	TIME/DATE

Landlord Printed Name
Tenant Printed Name

LANDLORD SIGNATURE
TENANT SIGNATURE

TIME/DATE
TIME/DATE

Landlord Printed Name
Tenant Printed Name

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

=
LANDLORD SIGNATURE _____ **DATE**
TENANT SIGNATURE _____ **DATE**

=
Landlord Printed Name _____ **Tenant**
Printed Name _____

=
LANDLORD SIGNATURE _____ **DATE**
TENANT SIGNATURE _____ **DATE**

=
Landlord Printed Name _____ **Tenant**
Printed Name _____