

Form # 2118

01/2007/23

RESIDENTIAL LEASE

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

DATE: _____

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): _____

2. TERMS.

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

3. ADDITIONAL RENT.

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 addition to other remedies which are contained herein or as may be provided by law, Tenant agrees to pay additional
rent of \$ _____ per day for each day such rent or partial rent is overdue as liquidated damages, actual damages being
impossible to ascertain. 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 _____ and delivered to
_____ or to such other place as ~~the~~ Landlord may, from
time to time, direct.

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 inaccount 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 -checkpayment, jointly payable to all TT Tenants and such refund check and itemization of
deduction may be mailed-sent to one Tenant only.

NOTE: IN NO EVENT SHALL SECURITY DEPOSIT BE USED BY TENANT AS ANY PART OF RENT. Missouri
Landlord and 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.

- 46 **5. RETURNED CHECK.**
47 There shall immediately accrue a charge of \$_____ as additional rent, for each event of any check delivered to ~~the~~ Landlord,
48 which upon presentation to the designated depository thereon, is dishonored for reason of insufficient funds, account closed,
49 payment stopped or otherwise. At any time after such an occurrence, Landlord may require all subsequent amounts payable under
50 this lease to be paid by Tenant in the form of cash, cashier's check, wire transfer, ACH or other acceptable electronic payment or
51 money order.
- 52 **6. USE OF PROPERTY.**
53 Tenant agrees that the property shall be occupied by no more than _____ person(s), as a residence for Tenant and Tenant's
54 immediate family or other such persons identified on Tenant's application or otherwise identified herein, and shall not be used for
55 any other purpose whatsoever, however, Tenant shall be permitted to entertain guests for limited periods of time, not to exceed
56 two weeks. Tenant shall comply with all applicable laws regulating the use of the property (including, but not limited to, ordinances
57 containing limitations on the number of people who can occupy a housing unit). Failure to comply will cause a default of this
58 agreement.
- 59 **7. GOVERNMENTAL INSPECTIONS AND OCCUPANCY PERMIT.**
60 Before possession, and if required by any applicable governmental authority, Landlord shall comply with occupancy code
61 requirements. Tenant shall obtain an occupancy permit.
- 62 **8. POSSESSION.**
63 Landlord will permit Tenant to quietly and peaceably hold, occupy and enjoy said property during the term hereof without
64 interference by ~~the~~ Landlord provided that Tenant observes and performs all of the agreements contained herein. Landlord's
65 liability for failure to deliver possession on the specified date shall be limited to the abatement of rent due from Tenant until
66 possession is delivered.
- 67 **9. ILLEGAL DRUG WARNING.**
68 Illegal drug trafficking, manufacturing or use is a violation of law and this lease, subjecting Tenant to all applicable penalties. In
69 the event Tenant or any member of Tenant's family or any of Tenant's guests, invitees, agents or employees uses or is involved in
70 the use, distribution or manufacture of illegal drugs while on Landlord's property, it shall be just cause for the termination of this
71 lease and the eviction of ~~the~~ Tenant. Tenant warrants to Landlord that Tenant or any other resident of the property has never been
72 convicted of crimes related to methamphetamine.
- 73 **10. ACCESS BY LANDLORD.**
74 Tenant shall assume all responsibility for the terms and conditions of this lease at the time of occupancy but no later than the first
75 day of the term hereof. Landlord shall be entitled and shall have the right, at all reasonable times, to inspect said property for any
76 damage or destruction or to determine whether or not Tenant is performing and observing all of the agreements contained herein,
77 and for the purpose of making any necessary repairs. For a period of sixty (60) days prior to the expiration or termination of this
78 lease, Landlord shall have the right of access to the property at all reasonable times for the purpose of showing to prospective
79 tenants, buyers, appraisers, lenders and inspectors. Landlord shall not be liable to Tenant or any member of Tenant's family or
80 any of Tenant's guests, invitees, agents or employees for any loss, injury or damage to them or their personal property from any
81 cause whatsoever, except Landlord's gross and willful negligence.
- 82 **11. RESPONSIBILITIES OF LANDLORD.**
83 In addition to other responsibilities set forth elsewhere in this lease, Landlord shall be responsible for the cost to maintain the
84 residence in good and habitable condition including costs associated with reasonable wear and tear of ~~the~~ Tenant, except as
85 provided for damages caused by Tenant's neglect and except as provided for in paragraph 14. Landlord has disclosed to Tenant,
86 in writing, any facts known to Landlord as regards to any prior use of the property as a lab, production or storage site of
87 methamphetamine or that it was the residence of a person convicted of crimes related to methamphetamine.
- 88 **12. LIABILITY AND INDEMNITY.**
89 Landlord shall not be liable to Tenant, Tenant's guests or other occupants or persons on the property-premises for personal injury,
90 property damage or other losses to such persons or their property caused by theft, burglary, assault, other crimes, fire, water, ice,
91 wind, rain, smoke or any other cause. Furthermore, Tenant agrees to indemnify and hold Landlord free and harmless from any
92 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
93 premises by Tenant or from the act or omission of any person or persons, including Tenant in or about the leased property-premises
94 with the express or implied consent of Tenant. Landlord requires Tenant to obtain personal liability insurance and, if desired,
95 personal household contents and personal liability insurance- (sSee paragraph 14). Landlord shall have no duty to furnish smoke
96 detectors, except as required by law, however, if furnished, Tenant is responsible for keeping them operational by furnishing
97 batteries (sSee paragraph 14).
- 98 **13. MULTIPLE TENANTS.**
99 Each Tenant is jointly and individually liable for all obligations and sums due under this lease agreement. A lease violation by
100 one Tenant is a violation by all Tenants. Notice by Landlord to any adult Tenant is notice to all Tenants.
- 101 **14. RESPONSIBILITIES OF TENANT.**

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

- 103 • pay all utilities when due including, if applicable, electric, gas, water and trash removal. Tenant shall make arrangements for
104 such services prior to occupancy and shall maintain such services (and, when necessary, provide heat for the building)
105 throughout the term of the lease;
106 • obtain personal liability insurance and, if desired, personal household contents insurance;
107 • inspect smoke alarms and carbon monoxide detectors, bi-annually, if applicable, and replace batteries when needed;
108 • change furnace filter regularly (at least every three months) if residence has a forced air system;
- 109 • keep air conditioner compressor clean and free of debris, leaves, grass clippings, etc.;
- 110 • keep garbage, trash, waste and debris in proper containers and dispose of same at least weekly; and
- 111 • comply with subdivision/condominium rules and regulations, a copy of which, if applicable, is attached.

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

114 Landlord Tenant

- 115 1- Keep sidewalks and driveways free from snow, ice and anything that may present a danger to Tenant
116 or others.
- 117 2- Keep grass cut, watered and trimmed and reasonably free of leaves and debris.
- 118 3- Provide the necessary and proper care for shrubs and trees.
- 119 4- Maintain gutters and downspouts so as to be clean and operable.

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

- 121 • be responsible for the cost of repair of glass, screens and doors if damaged by accident or neglect of Tenant or anyone else;
- 122 • be responsible for the cost of pest/insect control, except for wood destroying insects/pests, first reported to Landlord thirty (30)
123 days or later after possession;
- 124 • be responsible for the cost of repairs to bath, tub/shower enclosures, tile, walls and floors if grout or caulk is not intact and
125 properly sealed so as to prevent water penetration behind such seals when such condition was not reported, in writing, to
126 Landlord before damage occurred;
- 127 • be responsible for the cost of repairs to garbage disposal (if any), bathtub, toilets or drains, if caused by rags, excessive grease,
128 glass, metal, plastic, etc. or any accident or neglect of Tenant or anyone else;
- 129 • be responsible for any other cost incurred by Landlord (repairs or otherwise) resulting from accident or negligence of Tenant
130 or Tenant's invitees or guests; and
- 131 • be responsible to immediately notify Landlord, in writing, of any repairs needed that, if left unattended, would result in damage
132 to the residence, including, but not limited to, water leakage, roof damage, wall cracks and/or holes, bed bugs, termites, insects
133 or other pest damage or infestations, etc.-

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

- 135 • shall keep no pets on the property without the express written consent of Landlord;
- 136 • shall not paint, or install or remove wallpaper or otherwise alter the residence in any manner without the written consent of
137 Landlord;
- 138 • shall not alter, replace or add door or window locks and shall return all keys to Landlord upon termination of this lease. Landlord
139 agrees to change locks upon request of Tenant and receipt of payment for the applicable locksmith or other contractor service
140 fee;
- 141 ~~Landlord agrees to change locks upon request of Tenant and receipt of payment for the applicable locksmith or other contractor~~
142 ~~service fee;~~
- 143 • shall not park or allow guests to park anywhere on the property except in regular spaces provided for such vehicle parking;
- 144 • shall not park or store any recreational vehicle, trailer or commercial vehicle on the property without the written consent of
145 Landlord;
- 146 • shall not store flammable or hazardous material, except nominal amounts of gasoline, which is to be stored in proper containers;
- 147 • shall refrain from activities of any kind that would interfere with any neighbor's peaceful enjoyment of the property they
148 occupy;
- 149 • shall not assign this lease or sublease or rent any portion of the property to anyone else;
- 150 • shall keep Landlord informed at all times of Tenant's current phone numbers (residence, work and cell) and email addresses;
- 151 • shall upon vacating, remove all personal property belonging to Tenant and shall thoroughly clean the property and shall pay
152 Landlord's cost of professional carpet cleaning to be done after vacating; ~~and~~
- 153 • shall pay all attorney fees and court costs in the event legal proceedings are instituted by Landlord for non-payment of rent or
154 late charges or any other breach of this lease by Tenant, including eviction cost-;
- 155 • shall adhere to Landlord's "No Smoking" policy. Smoking is defined as vaping, inhaling or carrying a lit cigarette, cigar, pipe
156 or other tobacco or non-tobacco smoked or vaped or inhaled product in any form, legal and illegal. Tenant acknowledges that
157 smoking is not allowed anywhere indoors or outdoors on the property, including but not limited to any Common Areas. Tenant

158 further acknowledges and agrees that Landlord's No Smoking policy does not make Landlord responsible for Tenant's health
159 or of the smoke-free condition of the property or any Common Areas; and
160 • acknowledges and agrees no growing of cannabis is allowed indoors or outdoors anywhere on the property, including but not
161 limited to any Common Areas, without Landlord's prior written consent.

162 **15. HOLDOVER.**

163 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
164 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
165 indemnify Landlord and/or prospective tenants or buyers for damages (i.e., lost rent or profits of sale, lodging expenses and
166 attorney fees).

167 **16. DESTRUCTION OF PROPERTY.**

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

173 **17. CONDEMNATION.**

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

177 **18. DEFAULT BY TENANT.**

178 In the event of a default by Tenant of any rent payment or in the performance of or compliance with any agreements contained
179 herein, Landlord shall, without demand, be entitled to possession of the property. Tenant shall, upon written demand by Landlord,
180 quit and surrender said property to Landlord. Tenant's obligation to pay rent for the full term shall not be terminated, provided
181 however, that Tenant shall be entitled to credit for any rent thereafter collected by ~~the~~ Landlord for re-renting said property during
182 any part of the balance of the term hereof, less any expenses in connection therewith. If any amount owed by Tenant under the
183 terms of the lease remains in default for more than thirty (30) days after notice thereof and referred to a third party for collection
184 by Landlord, then the amount due shall be increased to cover collection fees incurred by Landlord. The remedies provided for in
185 this paragraph shall be in addition to the other remedies provided for herein or as provided by law. Failure by Landlord to enforce
186 or demand performance of any obligation of Tenant, or to seek remedy for breach thereof, shall not waive or excuse defaults of
187 other obligations nor further defaults of the same obligation.

188 **19. ABANDONMENT.**

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

194 **20. INSPECTION OF PROPERTY.**

195 Tenant acknowledges having inspected said property prior to the execution of this lease and finds the same to be in good, safe and
196 clean condition and repair except as may be otherwise noted. Tenant further agrees to keep said property in as good and clean
197 condition and repair as when so inspected and when first occupied, and will keep said property free from any debris, filth and will
198 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
199 expiration of this lease or its termination, Tenant will surrender possession of the ~~leased~~ property (including any Landlord owned
200 personal property) in as good, clean and safe condition and repair as on the date of this lease except for reasonable wear and tear.
201 Tenant agrees that no representation as to condition has been made and that no promise to decorate, alter, repair or improve the
202 property has been made except what has been set forth herein. Before executing this agreement, Tenant should contact law
203 enforcement officials for information pertaining to whether registered sex offenders or other convicted criminals reside in the area.
204 If Tenant is not satisfied with such information, Tenant should not lease this property.

- 205 **21. CHECK ONE:** This lease agreement is part of a Lease/Purchase agreement, Sale Contract is attached
206 This lease agreement is for lease only, attach ~~Form #2161 Relationship Disclosure Addendum~~
207 ~~and Form #2119 Pre-1978 Housing Rental and Leases Disclosure~~
208 ~~and Form #2119 Pre-1978 Housing Rental and Leases Disclosure~~ - ~~or~~ Of Information Lead-Based PaintBP and/or Lead-Based PaintBP Paint Hazards

209 **22. SPECIAL AGREEMENTS.**

210 _____
211 _____
212 _____

213
214
215
216
217
218

Other # _____ Other # _____

219 **23. FRANCHISE DISCLOSURE.**

220 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).

221 **24. LEASE INFORMATION.**

222 Permission is hereby granted by Landlord and Tenant for Broker(s) to provide information about this lease, including but not
223 limited to rental rates, term and address to Mid America Regional Information Systems Inc. and its members.

224 **25. TIME IS OF THE ESSENCE.**

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

227 **2654. RELATIONSHIPS & COMMUNICATIONS DISCLOSURES.**

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

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

232 **Licensee assisting Landlord is a: (Check appropriate box)**

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

238 **Licensee Personal Interest Disclosure: (Complete only if applicable):**

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

242 a party to this transaction lease; a principal of and/or has a direct or indirect ownership interest with Landlord
243 Tenant; and /or

244 an immediate family member of Landlord Tenant Other Specify:
245 _____

246 **Licensee assisting Tenant is a: (Check appropriate box)**

- 247 Landlord's Agent: Licensee is acting on behalf of Landlord.
- 248 Tenant's Agent: Licensee is acting on behalf of Tenant.
- 249 Dual Agent: Licensee is acting on behalf of both Landlord and Tenant.
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- 252 Subagent of Landlord: Licensee is acting on behalf of Landlord.

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- 257 Transaction Broker Assisting Tenant: Licensee is not acting on behalf of either Tenant or Landlord.
- 258 Subagent of Landlord: Licensee is acting on behalf of Landlord.

259 **Licensee Personal Interest Disclosure: (Complete only if applicable):**

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

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

265 _____ (insert name of licensee) is a real
266 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
267 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Landlord Tenant; and /or
268 an immediate family member of Landlord Tenant Other Specify: _____

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

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

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

276 _____
277 **Brokerage Firm Name Assisting Landlord** _____ **Brokerage Firm Name Assisting Tenant** _____

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

279 **By (Signature):** _____ **By** _____ **(Signature):** _____
280 _____

281 **Printed Name: Name:** _____ **Printed** _____ **Name: Name:** _____
282 _____

283 **Licensee State License ID#:** _____ **Licensee State License ID#:** _____

284 **Date:** _____ **MLS ID:** _____ **Date:** _____
285 _____ **MLS ID:** _____ **Date:** _____ **MLS ID:** _____

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

287 _____
288 **LANDLORD SIGNATURE** _____ **TIME/DATE** _____ **TENANT SIGNATURE** _____ **TIME/**
289 **DATE** _____

290 _____
291 **Landlord Printed Name** _____ **Tenant Printed Name** _____

292 _____
293 **LANDLORD SIGNATURE** _____ **TIME/DATE** _____ **TENANT SIGNATURE** _____ **TIME/DATE**
294 **LANDLORD SIGNATURE** _____ **DATE** _____ **TENANT SIGNATURE** _____ **DATE** _____

295 _____
296 **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~~

REDLINE

RESIDENTIAL LEASE
(Not for use with commercial properties)

DATE: _____

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): _____

2. TERMS.

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

3. ADDITIONAL RENT.

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 addition to other remedies which are contained herein or as may be provided by law, Tenant agrees to pay additional rent of \$ _____ per day for each day such rent or partial rent is overdue as liquidated damages, actual damages being impossible to ascertain. 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 _____ and delivered to _____ or to such other place as Landlord may, from time to time, direct.

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 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 property and correct or repair damage done by 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 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 Tenant as a payment of any installment of rent due under the terms of this lease. The security deposit refund may be in one payment, jointly payable to all Tenants and such refund and itemization of deduction may be sent to one Tenant only.

NOTE: IN NO EVENT SHALL SECURITY DEPOSIT BE USED BY TENANT AS ANY PART OF RENT. Missouri Landlord and 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.

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48 which upon presentation to the designated depository thereon, is dishonored for reason of insufficient funds, account closed,
49 payment stopped or otherwise. At any time after such an occurrence, Landlord may require all subsequent amounts payable under
50 this lease to be paid by Tenant in the form of cash, cashier's check, wire transfer, ACH or other acceptable electronic payment or
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53 Tenant agrees that the property shall be occupied by no more than _____ person(s), as a residence for Tenant and Tenant's
54 immediate family or other such persons identified on Tenant's application or otherwise identified herein, and shall not be used for
55 any other purpose whatsoever, however, Tenant shall be permitted to entertain guests for limited periods of time, not to exceed
56 two weeks. Tenant shall comply with all applicable laws regulating the use of the property (including, but not limited to, ordinances
57 containing limitations on the number of people who can occupy a housing unit). Failure to comply will cause a default of this
58 agreement.
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60 Before possession, and if required by any applicable governmental authority, Landlord shall comply with occupancy code
61 requirements. Tenant shall obtain an occupancy permit.
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64 interference by Landlord provided that Tenant observes and performs all of the agreements contained herein. Landlord's liability
65 for failure to deliver possession on the specified date shall be limited to the abatement of rent due from Tenant until possession is
66 delivered.
- 67 **9. ILLEGAL DRUG WARNING.**
68 Illegal drug trafficking, manufacturing or use is a violation of law and this lease, subjecting Tenant to all applicable penalties. In
69 the event Tenant or any member of Tenant's family or any of Tenant's guests, invitees, agents or employees uses or is involved in
70 the use, distribution or manufacture of illegal drugs while on Landlord's property, it shall be just cause for the termination of this
71 lease and the eviction of Tenant. Tenant warrants to Landlord that Tenant or any other resident of the property has never been
72 convicted of crimes related to methamphetamine.
- 73 **10. ACCESS BY LANDLORD.**
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75 day of the term hereof. Landlord shall be entitled and shall have the right, at all reasonable times, to inspect said property for any
76 damage or destruction or to determine whether or not Tenant is performing and observing all of the agreements contained herein,
77 and for the purpose of making any necessary repairs. For a period of sixty (60) days prior to the expiration or termination of this
78 lease, Landlord shall have the right of access to the property at all reasonable times for the purpose of showing to prospective
79 tenants, buyers, appraisers, lenders and inspectors. Landlord shall not be liable to Tenant or any member of Tenant's family or
80 any of Tenant's guests, invitees, agents or employees for any loss, injury or damage to them or their personal property from any
81 cause whatsoever, except Landlord's gross and willful negligence.
- 82 **11. RESPONSIBILITIES OF LANDLORD.**
83 In addition to other responsibilities set forth elsewhere in this lease, Landlord shall be responsible for the cost to maintain the
84 residence in good and habitable condition including costs associated with reasonable wear and tear of Tenant, except as provided
85 for damages caused by Tenant's neglect and except as provided for in paragraph 14. Landlord has disclosed to Tenant, in writing,
86 any facts known to Landlord as regards to any prior use of the property as a lab, production or storage site of methamphetamine
87 or that it was the residence of a person convicted of crimes related to methamphetamine.
- 88 **12. LIABILITY AND INDEMNITY.**
89 Landlord shall not be liable to Tenant, Tenant's guests or other occupants or persons on the property for personal injury, property
90 damage or other losses to such persons or their property caused by theft, burglary, assault, other crimes, fire, water, ice, wind, rain,
91 smoke or any other cause. Furthermore, Tenant agrees to indemnify and hold Landlord free and harmless from any and all liability
92 for injury to or death of any person, or for damage of property arising from the use and occupancy of the property by Tenant or
93 from the act or omission of any person or persons, including Tenant in or about the property with the express or implied consent
94 of Tenant. Landlord requires Tenant to obtain personal liability insurance and, if desired, personal household contents insurance
95 (see paragraph 14). Landlord shall have no duty to furnish smoke detectors, except as required by law, however, if furnished,
96 Tenant is responsible for keeping them operational by furnishing batteries (see paragraph 14).
- 97 **13. MULTIPLE TENANTS.**
98 Each Tenant is jointly and individually liable for all obligations and sums due under this lease agreement. A lease violation by
99 one Tenant is a violation by all Tenants. Notice by Landlord to any adult Tenant is notice to all Tenants.
- 100 **14. RESPONSIBILITIES OF TENANT.**
101 In addition to other responsibilities set forth in the lease, Tenant shall:

- 102 • pay all utilities when due including, if applicable, electric, gas, water and trash removal. Tenant shall make arrangements for
- 103 such services prior to occupancy and shall maintain such services (and, when necessary, provide heat for the building)
- 104 throughout the term of the lease;
- 105 • obtain personal liability insurance and, if desired, personal household contents insurance;
- 106 • inspect smoke alarms and carbon monoxide detectors, bi-annually, if applicable, and replace batteries when needed;
- 107 • change furnace filter regularly (at least every three months) if residence has a forced air system;
- 108 • keep air conditioner compressor clean and free of debris, leaves, grass clippings, etc.;
- 109 • keep garbage, trash, waste and debris in proper containers and dispose of same at least weekly; and
- 110 • comply with subdivision/condominium rules and regulations, a copy of which, if applicable, is attached.

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

- | | | | |
|-----|--------------------------|--------------------------|--|
| 113 | Landlord | Tenant | |
| 114 | <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. |
| 115 | <input type="checkbox"/> | <input type="checkbox"/> | Keep grass cut, watered and trimmed and reasonably free of leaves and debris. |
| 116 | <input type="checkbox"/> | <input type="checkbox"/> | Provide the necessary and proper care for shrubs and trees. |
| 117 | <input type="checkbox"/> | <input type="checkbox"/> | Maintain gutters and downspouts so as to be clean and operable. |

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

- 119 • be responsible for the cost of repair of glass, screens and doors if damaged by accident or neglect of Tenant or anyone else;
- 120 • be responsible for the cost of pest/insect control, except for wood destroying insects/pests, first reported to Landlord thirty (30)
- 121 days or later after possession;
- 122 • be responsible for the cost of repairs to bath, tub/shower enclosures, tile, walls and floors if grout or caulk is not intact and
- 123 properly sealed so as to prevent water penetration behind such seals when such condition was not reported, in writing, to
- 124 Landlord before damage occurred;
- 125 • be responsible for the cost of repairs to garbage disposal (if any), bathtub, toilets or drains, if caused by rags, excessive grease,
- 126 glass, metal, plastic, etc. or any accident or neglect of Tenant or anyone else;
- 127 • be responsible for any other cost incurred by Landlord (repairs or otherwise) resulting from accident or negligence of Tenant
- 128 or Tenant's invitees or guests; and
- 129 • be responsible to immediately notify Landlord, in writing, of any repairs needed that, if left unattended, would result in damage
- 130 to the residence, including, but not limited to, water leakage, roof damage, wall cracks and/or holes, bed bugs, termites, insects
- 131 or other pest damage or infestations, etc.

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

- 133 • shall keep no pets on the property without the express written consent of Landlord;
- 134 • shall not paint, or install or remove wallpaper or otherwise alter the residence in any manner without the written consent of
- 135 Landlord;
- 136 • shall not alter, replace or add door or window locks and shall return all keys to Landlord upon termination of this lease. Landlord
- 137 agrees to change locks upon request of Tenant and receipt of payment for the applicable locksmith or other contractor service
- 138 fee
- 139 • shall not park or allow guests to park anywhere on the property except in regular spaces provided for such vehicle parking;
- 140 • shall not park or store any recreational vehicle, trailer or commercial vehicle on the property without the written consent of
- 141 Landlord;
- 142 • shall not store flammable or hazardous material, except nominal amounts of gasoline, which is to be stored in proper containers;
- 143 • shall refrain from activities of any kind that would interfere with any neighbor's peaceful enjoyment of the property they
- 144 occupy;
- 145 • shall not assign this lease or sublease or rent any portion of the property to anyone else;
- 146 • shall keep Landlord informed at all times of Tenant's current phone numbers (residence, work and cell) and email addresses;
- 147 • shall upon vacating, remove all personal property belonging to Tenant and shall thoroughly clean the property and shall pay
- 148 Landlord's cost of professional carpet cleaning to be done after vacating;
- 149 • shall pay all attorney fees and court costs in the event legal proceedings are instituted by Landlord for non-payment of rent or
- 150 late charges or any other breach of this lease by Tenant, including eviction cost;
- 151 • shall adhere to Landlord's "No Smoking" policy. Smoking is defined as vaping, inhaling or carrying a lit cigarette, cigar, pipe
- 152 or other tobacco or non-tobacco smoked or vaped or inhaled product in any form, legal and illegal. Tenant acknowledges that
- 153 smoking is not allowed anywhere indoors or outdoors on the property, including but not limited to any Common Areas. Tenant
- 154 further acknowledges and agrees that Landlord's No Smoking policy does not make Landlord responsible for Tenant's health
- 155 or of the smoke-free condition of the property or any Common Areas; and
- 156 • acknowledges and agrees no growing of cannabis is allowed indoors or outdoors anywhere on the property, including but not
- 157 limited to any Common Areas, without Landlord's prior written consent.

158 **15. HOLDOVER.**
159 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
160 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
161 indemnify Landlord and/or prospective tenants or buyers for damages (i.e., lost rent or profits of sale, lodging expenses and
162 attorney fees).

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

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

173 **18. DEFAULT BY TENANT.**
174 In the event of a default by Tenant of any rent payment or in the performance of or compliance with any agreements contained
175 herein, Landlord shall, without demand, be entitled to possession of the property. Tenant shall, upon written demand by Landlord,
176 quit and surrender said property to Landlord. Tenant's obligation to pay rent for the full term shall not be terminated, provided
177 however, that Tenant shall be entitled to credit for any rent thereafter collected by Landlord for re-renting said property during any
178 part of the balance of the term hereof, less any expenses in connection therewith. If any amount owed by Tenant under the terms
179 of the lease remains in default for more than thirty (30) days after notice thereof and referred to a third party for collection by
180 Landlord, then the amount due shall be increased to cover collection fees incurred by Landlord. The remedies provided for in this
181 paragraph shall be in addition to the other remedies provided for herein or as provided by law. Failure by Landlord to enforce or
182 demand performance of any obligation of Tenant, or to seek remedy for breach thereof, shall not waive or excuse defaults of other
183 obligations nor further defaults of the same obligation.

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

190 **20. INSPECTION OF PROPERTY.**
191 Tenant acknowledges having inspected said property prior to the execution of this lease and finds the same to be in good, safe and
192 clean condition and repair except as may be otherwise noted. Tenant further agrees to keep said property in as good and clean
193 condition and repair as when so inspected and when first occupied, and will keep said property free from any debris, filth and will
194 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
195 expiration of this lease or its termination, Tenant will surrender possession of the property (including any Landlord owned personal
196 property) in as good, clean and safe condition and repair as on the date of this lease except for reasonable wear and tear. Tenant
197 agrees that no representation as to condition has been made and that no promise to decorate, alter, repair or improve the property
198 has been made except what has been set forth herein. Before executing this agreement, Tenant should contact law enforcement
199 officials for information pertaining to whether registered sex offenders or other convicted criminals reside in the area. If Tenant
200 is not satisfied with such information, Tenant should not lease this property.

201 **21. CHECK ONE:** This lease agreement is part of a Lease/Purchase agreement, Sale Contract is attached
202 This lease agreement is for lease only, attach Form #2119 Pre-1978 Housing Rental and Leases Disclosure
203 of Information Lead-Based Paint and/or Lead-Based Paint Hazards

204 **22. SPECIAL AGREEMENTS.**
205 _____
206 _____
207 _____
208 _____
209 _____
210 _____
211 _____
212 _____
213 Other # _____ Other # _____

214 **23. FRANCHISE DISCLOSURE.**
215 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).

216 **24. LEASE INFORMATION.**
217 Permission is hereby granted by Landlord and Tenant for Broker(s) to provide information about this lease, including but not
218 limited to rental rates, term and address to Mid America Regional Information Systems Inc. and its members.

219 **25. TIME IS OF THE ESSENCE.**
220 Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central
221 Time.

222 **26. RELATIONSHIPS & COMMUNICATIONS DISCLOSURES.**
223 Tenant and Landlord confirm that disclosure of the licensee's relationship was made no later than the first showing of the property,
224 upon first contact, or immediately upon the occurrence of a change to the relationship.

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

- 227 **Licensee assisting Landlord is a: (Check appropriate box)**
228 Landlord's Agent: Licensee is acting on behalf of Landlord.
229 Tenant's Agent: Licensee is acting on behalf of Tenant.
230 Dual Agent: Licensee is acting on behalf of both Landlord and Tenant.
231 Designated Agent: Licensee has been designated to act on behalf of Landlord.
232 Transaction Broker Assisting Landlord: Licensee is not acting on behalf of either Landlord or Tenant.

233 **Licensee Personal Interest Disclosure: (Complete only if applicable)**

234 _____ (insert name of licensee) is a real
235 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
236 a party to this lease; a principal of and/or has a direct or indirect ownership interest with Landlord Tenant; and /or
237 an immediate family member of Landlord Tenant Other Specify: _____

- 238 **Licensee assisting Tenant is a: (Check appropriate box)**
239 Landlord's Agent: Licensee is acting on behalf of Landlord.
240 Tenant's Agent: Licensee is acting on behalf of Tenant.
241 Dual Agent: Licensee is acting on behalf of both Landlord and Tenant.
242 Designated Agent: Licensee has been designated to act on behalf of Tenant.
243 Transaction Broker Assisting Tenant: Licensee is not acting on behalf of either Landlord or Tenant.
244 Subagent of Landlord: Licensee is acting on behalf of Landlord.

245 **Licensee Personal Interest Disclosure: (Complete only if applicable)**

246 _____ (insert name of licensee) is a real
247 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
248 a party to this lease; a principal of and/or has a direct or indirect ownership interest with Landlord Tenant; and /or
249 an immediate family member of Landlord Tenant Other Specify: _____

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

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

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

257 _____
258 **Brokerage Firm Name Assisting Landlord**
259 **Broker's Firm State License ID#:** _____
260 **By (Signature):** _____
261 **Printed Name:** _____
262 **Licensee State License ID#:** _____
263 **Date:** _____ **MLS ID:** _____

Brokerage Firm Name Assisting Tenant
Broker's Firm State License ID#: _____
By (Signature): _____
Printed Name: _____
Licensee State License ID#: _____
Date: _____ **MLS ID:** _____

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

265 _____
266 **LANDLORD SIGNATURE** **TIME/DATE**

TENANT SIGNATURE **TIME/DATE**

267 _____
268 **Landlord Printed Name**

Tenant Printed Name

269 _____
270 **LANDLORD SIGNATURE** **TIME/DATE**

TENANT SIGNATURE **TIME/DATE**

271 _____
272 **Landlord Printed Name**

Tenant Printed Name

SAMPLE