

Date of Lease

Term of Lease

Monthly Rent

Total Rent

Deposit

Pet Deposit



# MISSOURI LEASE AGREEMENT (Missouri Apartment Association)



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

## MOVING IN — GENERAL INFORMATION

1. PARTIES. This Agreement, made on this date \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ hereinafter designated as OWNER and \_\_\_\_\_ hereinafter designated as RESIDENT, whether one or more, for the premises described as:

The terms "you" and "your" refer to all residents listed in this lease. The terms "we," "us," and "our" refer to the owner(s) listed above or to a legally designated agent(s) of the owner(s). The term "owner" includes the owner's agents and employees.

a. AGENT FOR OWNER: \_\_\_\_\_ whose address is \_\_\_\_\_ is authorized to manage the premises. OWNER or agent for service of process and receiving notices is \_\_\_\_\_ whose address is \_\_\_\_\_

It is agreed that the OWNER may designate another agent from time-to-time by delivering notice of such change to RESIDENT or by mailing notice to RESIDENT at the leased premises via U.S. first class mail, postage prepaid.

2. OCCUPANTS. Only the designated RESIDENT(S) and the following persons shall occupy the premises: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Anyone who is not named in this paragraph, or who does not sign this lease, may not reside on the premises. Anyone not listed above must not stay on the premises for more than \_\_\_\_\_ consecutive days without the OWNER'S prior written consent and not more than twice that many days in any one month. *If the previous space isn't filled in, two days per month is the limit.*

If any adults occupy the premises other than those listed herein, the OWNER shall have the option of pursuing any remedies allowed by law, including terminating the lease, or increasing the rent

in the amount of \$ \_\_\_\_\_ per additional adult. The provisions of this paragraph do not apply to the RESIDENT'S minor children except that the total number of persons occupying the premises shall not exceed two per bedroom. (Sec. 441.060, R.S. Mo.) Upon request by the Owner, the Resident shall provide satisfactory proof of his familial relationship to other occupants of the premises or the address of any person visiting or temporarily residing on the premises.

3. PREMISES, INITIAL TERM, AND RENEWAL. OWNER does hereby lease to the RESIDENT in the present condition thereof the previously described premises for the initial term beginning \_\_\_\_\_, 20\_\_\_\_ and ending at midnight \_\_\_\_\_, 20\_\_\_\_.

4. RENT, LATE CHARGES AND OTHER CHARGES. The RESIDENT agrees to pay rent in the amount of \$ \_\_\_\_\_ per month, payable on the first day of each month, in advance, during the entire term at \_\_\_\_\_

The amount of \$ \_\_\_\_\_ shall be paid as pro-rated rent for the period from \_\_\_\_\_, 20\_\_\_\_ to the first day of the month beginning after the execution of this lease.

Additionally, RESIDENT agrees to pay a late charge of \$ \_\_\_\_\_ if RESIDENT fails to fully pay rent by the \_\_\_\_\_ day of each month

plus an additional late charge of \$ \_\_\_\_\_ per day until paid in full. A check, which is returned for any reason, is deemed non-payment of rent, and is subject to late charges and an additional administrative charge of \$ \_\_\_\_\_. OWNER may, at OWNER's option, demand that all sums payable under this lease be paid by cashier's check, bank check, or money order in lieu of personal checks or cash.

All payments by the RESIDENT to the OWNER shall first be credited to the RESIDENT'S outstanding balances, if any, for repairs or for delinquent rent, then to late fees, and lastly to the current month's rent.

The RESIDENT shall not withhold or offset rent unless authorized by statute.

5. SECURITY DEPOSIT. RESIDENT agrees to deposit with OWNER the sum of \$ \_\_\_\_\_ in addition to the rent herein provided, as security to OWNER for the performance of this agreement. The deposit may be commingled with other funds of OWNER, and shall bear no interest.

6. KEYS. You will be provided \_\_\_\_\_ door key(s), \_\_\_\_\_ mailbox key(s), and \_\_\_\_\_ other key(s) for \_\_\_\_\_

Any occupant who has permanently moved out according to a remaining resident's affidavit is (at our option) no longer entitled to occupancy or keys. RESIDENT agrees to deliver all keys and copies thereof to OWNER at termination of the tenancy. The RESIDENT shall be responsible for all rents and other charges provided in this lease until delivery of all keys to OWNER. The return of the key deposit is contingent upon the RESIDENT surrendering all keys including but not limited to mailbox keys, garage door openers, and storage keys.

7. INSURANCE. The resident should obtain his/her own renter's insurance to cover losses to personal possessions due to theft, fire, water damage, etc. The resident intends to (check one)

( ) buy insurance from his/her own agent to cover such losses, or ( ) not buy insurance to protect against such losses.

*If neither is checked, you understand that you will not have insurance coverage for your personal possessions.*

8. SECURITY NOT PROVIDED. RESIDENT agrees that the OWNER is not required by this lease to provide security guards or patrols, security lighting, security gates or fences or any other form of security. OWNER is not liable to RESIDENT for damage or loss to person or property caused by other persons, including but not limited to theft, burglary, assault, vandalism or other crimes. Resident acknowledges that neither the Owner nor management has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability

of any security devices or security measures. Resident acknowledges that neither Owner nor management warrants or guarantees the safety or security of the Residents, their family members, or guests against the criminal or wrongful acts of third parties. Each Resident, occupant, guest, and invitee is responsible for protecting his or her own person and property. The Resident understands that security devices or measures,

whether installed by the Owner or Resident, may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Residents acknowledge that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

## SPECIAL PROVISIONS AND "WHAT IF" CAUSES

9. **LEASE SUBJECT TO RESTRICTIONS.** This lease is subject to any existing leases, deeds of trust, and tenancies including, but not limited to, holdover by RESIDENTS or persons in possession who refuse or fail to vacate; subject, also, to any recorded restrictions, easements, party wall agreements, community contracts, or delay caused by construction, renovation, or remodeling which prevents RESIDENT taking possession. OWNER shall not be liable to RESIDENT for failure to deliver possession of the premises or for damages incurred by RESIDENT.
10. **NON-WAIVER.** Failure of the OWNER to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained or any of them, shall not constitute a waiver or relinquishment of the OWNER's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

11. **DISCLOSURE RIGHTS.** If someone requests information about you for law-enforcement, government or business purposes, we may provide it. The Resident hereby consents to the release of any and all information gathered by the Owner in the process of approving the application for this tenancy and all information acquired by the Owner during the tenancy. The Owner may obtain a credit report for the purpose of locating a former Resident or for use in the collection of any debt owed to the Owner. If the OWNER or his agent employs the services of any debt collector or attorney to collect any money due under this agreement, the undersigned hereby consents that the debt collector or attorney may contact the undersigned at such times and places as said debt collector or attorney deems appropriate, and may contact any persons for the purpose of acquiring information to aid in the collection of any debt.

## WHILE YOU'RE LIVING IN YOUR RESIDENCE

12. **RESIDENT RESPONSIBLE FOR FAMILY MEMBERS, GUESTS, INVITEES.** RESIDENT agrees that any violation of this agreement by RESIDENT'S family, guests, occupants, or invitees shall be considered a violation by the RESIDENT. RESIDENT agrees to accept responsibility for all such lease violations as though such violation were that of the RESIDENT. The resident will be liable for damage caused by any guests or occupants.

We may exclude guests or others who have been violating the law, violating this lease, or any rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

13. **COMMUNITY POLICIES OR RULES.** All residents, occupants, invitees, and guests must comply with all written rules and community policies, including instructions for care of the property. The rules are considered part of this Lease. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units and do not change dollar amounts in this Lease. Failure to comply with such rules and regulations shall be a violation of the conditions of this agreement.
14. **LIMITATIONS ON CONDUCT.** The residence and other areas reserved for your private use must be kept clean. Trash must be disposed of in appropriate receptacles in accordance with local ordinances. Passageways shall not be obstructed and may be used only for entry or exit. Any swimming pools, exercise rooms, storerooms, laundry rooms, or similar facilities must be used with care in accordance with rules and posted signs. Glass containers are prohibited in or near pools and other common areas. Residents and guests may not use candles or kerosene lamps without our prior written approval; cook on balconies or outside; store any flammable or combustible materials; or solicit business or contributions. Conducting any kind of business (including child care services) in your residence or on owner's premises is prohibited – except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your residence for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

The RESIDENT shall commit no acts of destruction, or other acts tending to injure or deface the property, or which may invalidate the insurance or increase the insurance rates thereon, or commit waste upon the premises. The RESIDENT shall do nothing which causes a violation of any city ordinance, health, safety, fire, or building code nor shall the RESIDENT engage in any activity which creates a fire hazard or a danger of release of any toxic or harmful substance.

The Resident, family members and/or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the premises; disturbing the Owner's business operations; engaging in or threatening violence; possessing a weapon prohibited by law; discharging a firearm on the owner's premises; displaying or possessing any weapon in a way that threatens others; storing anything in closets

having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials onto the owner's premises; or injuring our reputation by making bad faith allegations against us to others.

Illegal possession, manufacturing, or distribution of a controlled substance or drug paraphernalia is a violation of law and a violation of this lease. The resident and all occupants are subject to immediate termination of this lease and subject to all applicable penalties and remedies under state law, including immediate eviction without further notice, as per Sec. 441.710, et seq., R.S.Mo.

The RESIDENT shall comply with all laws, statutes, ordinances, requirements and regulations of all governmental authorities with respect to the said premises or occupancy thereof.

15. **PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. It is expressly understood and agreed that the parking spaces at said premises are limited to passenger vehicles and that the RESIDENT has no right to store any vehicles or parts thereof or any other property without the consent of OWNER. We may have unauthorized or illegally parked vehicles towed. A vehicle is unauthorized or illegally parked on the property if it:
  1. Has flat tires or other conditions rendering it inoperable; or
  2. Is on jacks, blocks or has wheel(s) missing; or
  3. Has no current license or no current inspection sticker; or
  4. Takes up more than one parking space; or
  5. Belongs to a resident or occupant who has surrendered or abandoned the residence; or
  6. Is parked in a marked handicap space without the legally required handicap insignia, or blocks another vehicle from exiting; or
  7. Is parked in a fire lane or designated "no parking" area, or
  8. Is parked in a space marked for other residents(s) or units(s); or
  9. Is parked on the grass, sidewalk or patio; or
  10. Blocks garbage trucks from access to a dumpster.

Unless the OWNER assigns parking spaces, parking shall be on a first-come, first-served basis subject to available space in designated parking areas. OWNER reserves the right to control all parking areas. All vehicles shall be kept properly licensed, insured and in good operating condition.

16. **CONDITION OF THE PREMISES AND ALTERATIONS.** The Resident accepts the residence, fixtures, and furniture, as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You will be given a move-in inspection form on or before move-in. Within 48 hours after move-in, you must note on the form all defect or damages and return the form to our representative. If you do not return the form, we will consider everything to be in a clean, safe, and good working condition.

The Resident must use customary diligence in maintaining the residence and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the residence. We will permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No antennas, satellite dishes, washing machines, additional phone or cable TV outlets, alarm systems,

or lock changes, additions, or rekeying is permitted unless statutorily allowed or we have consented in writing. The resident will not alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. If any damage results from a leak from any waterbed or water furniture, the resident is responsible for such damage. If the dwelling has hardwood floors, the resident will protect the hardwood floors by covering them or by waxing.

When you move in, we'll supply light bulbs for fixtures and appliances we furnish including exterior fixtures operated from inside the residence; after that, you will replace them at your expense with bulbs of the same type and wattage. You must leave all light bulbs on the premises when you vacate and you will be charged for any missing bulbs. Batteries for battery-operated appliances on the premises shall be paid for and replaced by RESIDENT as needed.

Improvements made by the resident to the premises (whether or not we consent) become the property of the owner unless we agree otherwise in writing.

17. **REQUESTS, REPAIRS, AND MALFUNCTIONS.** All notices or requests for repairs, installations, services or security-related matters, must be in writing to our designated agent (except in cases of emergency). (Air conditioning problems are not emergencies.) Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this lease.

You must promptly notify us in writing of water leaks, seepage, steam, or rust; mold, mildew, fungus, spores, wet or dry rot; electrical problems; malfunctioning lights; broken or missing locks or latches; all needed maintenance or repairs in the resident's unit or in common areas; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the residence if the work is done reasonably without increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar causes you must notify our representative immediately. If air conditioning or other equipment malfunctions you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part during such time.

18. **REPAIRS AND MAINTENANCE.** RESIDENT agrees to pay the OWNER for the loss, damage, government fines, reasonable cost of repairs, maintenance or any injury, defacement and damage to the premises, fixtures, and appliances therein, caused by the RESIDENT, his family, guests, occupants, or invitees, ordinary wear excepted. The owner is not liable for, and the RESIDENT must pay for repairs, replacement costs, and damage to the following if occurring during the lease term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your residence. We may require advance payment for repairs for which you are liable. Delay in demanding sums you owe is not a waiver by the Owner of its right to demand and collect such sums. OWNER shall not be responsible for goods, services, or repairs, which are made by or ordered by RESIDENT without the OWNER's approval. OWNER shall have a reasonable time in which to make repairs and perform maintenance due to ordinary wear and tear which OWNER deems necessary. OWNER shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance which require such interruption, whether or not such repairs or maintenance were requested by RESIDENT. Prompt payment of rent shall not abate during time of repair.

19. **SMOKE DETECTOR.** It is understood that the dwelling is furnished with

## TERMINATION OR DEFAULT BY EITHER PARTY

23. **TERMINATION FOR CAUSE.** Any breach of any provision of this lease, including addenda, rules, and community policies by RESIDENT, family members, occupants, guests, or invitees, or any untrue or misleading statement in RESIDENT'S rental application shall give OWNER the right, after giving ten days notice to quit possession, to reenter the premises and take possession thereof, or to oust the RESIDENT, subtenant or undertenant by the proper procedure.

If the RESIDENT files bankruptcy, he hereby consents to any request by OWNER for relief from the automatic stay which may be requested by the Owner to facilitate the RESIDENT'S eviction.

a SMOKE DETECTOR for the benefit of the resident. The resident will be solely responsible for maintaining the smoke detector, including providing batteries and periodically testing the smoke detector to make sure that it is in good working order. If the resident informs the owner that the smoke detector is not functioning (for reasons other than the need for new batteries) the owner will provide a new smoke detector or repair the existing smoke detector. It is understood and acknowledged by the resident that the owner will have no liability to the resident or the resident's agents, family, invitees, or guests for any personal injury or property damage sustained due to the nonfunctioning of the smoke detector.

20. **LOCK OUTS.** It is understood that in the event it is necessary for the Owner to provide personnel after 5:00 p.m. on any weekday or at any time on Saturday, Sunday, or holidays for the purpose of assisting the Resident in gaining access to the premises because of the breakage of locks by the resident or because the resident has lost keys to the premises, then the resident will be responsible for a "lock-out" charge in the amount of \$25.00 for each such instance. In the event it is necessary for the owner to provide personnel after 5:00 p.m. on any weekday or at any time on Saturday, Sunday, or holidays for any other purpose, the resident will be responsible for a "late hour" charge in addition to the regular charges necessary to make such repairs.

21. **FIRE OR CASUALTY.** In the event the dwelling becomes uninhabitable as a result of fire, mold, mildew, fungus, mycotoxins, spores, scents, or byproducts produced or released by fungi, pollution, toxic substance, or other casualty, the resident may terminate the lease, at the resident's option, if the owner does not put the premises in good repair within 45 days after the owner is notified of the damage. The owner shall have the option of terminating this lease by giving written notice to the resident within five days after being notified of the fungus, mold, pollution, damage, or casualty loss. The rent shall abate during the time the dwelling is uninhabitable. However, in the event the premises are uninhabitable because of fire or damage caused by the negligence of the resident, or the resident's family, guests, invitees, or agents, the rent shall continue and not be abated.

22. **ANIMALS.** No animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily in the residence or on the property unless we have so authorized in writing. If we allow an animal, you must sign a separate animal addendum and post an animal deposit

in the amount of \$ \_\_\_\_\_. We will authorize a service animal for a disabled person but may require a written statement from a qualified professional verifying the need for the service animal. If you or any guest or occupant violate animal restrictions, you'll be subject to charges, damages, and/or eviction, and other remedies provided in this lease. If an animal has been in the residence at any time during your term of occupancy (with or without our consent), we'll charge you for all necessary cleaning including but not limited to de-fleaing, deodorizing, and carpet shampooing. Initial and daily animal violation charges and animal-removal charges are liquidated damages for our inconvenience and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

If the animal is creating a nuisance or damaging property, and RESIDENT is unavailable or refuses to correct the problem, the OWNER may keep or kennel the animal or turn the animal over to local animal control authorities at RESIDENT'S expense.

Feeding or otherwise caring for stray animals is prohibited. Stray or injured animals shall be reported to the local animal control authority to be picked up.

Residents are responsible for the pets of guests who visit their unit. No pet(s) of guests may stay in the unit without prior written permission from the owner or manager.

24. **TERMINATION WITHOUT CAUSE.** Coincidental with or after the expiration of the initial term, either party may terminate this agreement without cause by delivering a written notice of termination to the other party at least one full calendar month prior to the lease expiration or termination date. All notices pursuant to this provision shall terminate the tenancy as of the last day of the month and be in compliance with the Move-Out Procedures set forth in this lease. **(Example: If your lease is to terminate at midnight, June 30, your written notice must be received by OWNER no later than May 31.)** Your written notice will enable the Owner to re-rent the premises promptly. If you fail to give



proper written notice or fail to surrender the keys, your vacating of the premises will be deemed to be notice and you will be liable for at least an additional month's rent.

The Resident hereby waives any notice which may be required by statute or otherwise prior to the commencement of an action to obtain possession of the premises.

25. **DUTIES OF OWNER AND OWNER'S RIGHT TO CONTROL COMMON AREAS.** The OWNER reserves the right to control and regulate the use of all common areas. We will act with customary diligence to:
- (1) keep common areas reasonably clean
  - (2) maintain fixtures, hot water, heating and air conditioning equipment (if any).
  - (3) Substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
  - (4) Make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.
- Nothing in this provision shall be construed to limit, rescind, or supersede waivers of liability contained elsewhere in this Lease.
26. **DEFAULT BY RESIDENT.** Among other acts listed in this lease or provided by law, you will be in default of this lease if (1) you do not pay rent or other amounts that you owe under this Lease; (2) you or any guest or occupant violates this Lease, rules, or fire, safety, health, or criminal laws,

regardless of whether arrest or conviction occurs; (3) you abandon the residence; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested for a felony offense; (6) you or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or to any governmental agency.

27. **REENTRY AND DELIVERY OF POSSESSION UPON EXPIRATION OR TERMINATION.** At the expiration of any term hereby created, or if default be made in the payment of rent after the same is due, or upon the breach of any of the covenants and agreements herein contained, the OWNER or his agents shall have the right to enter and take possession of the leased premises, and the RESIDENT agrees to deliver same without process of law, and this lease, at the option of the OWNER, shall terminate; or the OWNER may relet the same for or on account of the RESIDENT but for this cause the obligation of the RESIDENT shall not cease.
28. **MILITARY PERSONNEL.** Pursuant to Missouri law, an active duty member of the armed forces may terminate a lease on fifteen (15) days notice if he (1) receives a permanent change of station, (2) receives temporary duty orders assigning him at least 25 miles away for at least 90 days, (3) is discharged or released from active duty, or (4) if he is ordered to reside in government supplied quarters. The individual is not considered to be in breach of the lease and is entitled to a full refund of deposits (assuming he has complied with other lease requirements).

## GENERAL CLAUSES

29. **SUBLEASE AND ASSIGNMENT PROHIBITED.** RESIDENT agrees not to sublet said premises, or any part thereof, nor assign this lease, or any portion of the term of said lease, nor make any alteration, or additions to any of the buildings on said premises, or fixtures therein, without the written consent of the OWNER, but such consent shall not release the RESIDENT from the obligations of this lease. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund.

The OWNER will not consent to a sublease or assignment

unless (1) the applicant for sublease pays a \$ \_\_\_\_\_ fee for processing the sublease, (2) the applicant completes the same procedures for application and screening that apply to all applicants for residency, and (3) upon approval, the lessee and sublessee sign all documents required by the Owner.

30. **WHEN WE MAY ENTER.** OWNER or his agent shall be permitted to enter the premises to inspect the property and condition thereof, at any reasonable time, to show the property for sale, at reasonable times, and

for \_\_\_\_\_ days before the expiration of this lease to keep a rent or sale sign displayed on the premises and show the property for rent. The RESIDENT agrees that the OWNER, his agents or employees, or the employees of any contractor, utility company, or governmental agency, shall have the right to enter the premises and make inspections thereof or repairs thereto at any reasonable time and at any time in an emergency.

If you or any guest or occupant is present, then repairers, servicers, or our representatives may peacefully enter the residence at reasonable times for the purposes listed in (2) below. If nobody is in the residence, then repairers, servicers, or our representatives may enter peacefully and at reasonable times by duplicate or master key if: (1) written notice of the entry is left in a conspicuous place in the residence immediately after the entry and (2) entry is for: responding to your request; making repairs or replacement; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector batteries; retrieving unreturned tools or appliances; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials) or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized or dangerous animals; retrieving property owned or leased by former residents; inspecting when immediate danger to persons or property is reasonably suspected; allowing entry by a law enforcement officer with a search or arrest warrant, or in hot pursuit; showing the property to prospective residents (after move-out or vacate notice has been given) or showing the property to government inspectors, fire marshals, lenders, appraisers, contractors, prospective buyers, or insurance agents.

31. **RESIDENT(S) RELEASE AND AGREEMENT TO INDEMNIFY.** OWNER is not liable for personal injury or for damage to or loss of personal property in or about the premises, regardless of the cause of such injury, loss or damage, including but not limited to interruption of utilities or other casualty or occurrences RESIDENT, for himself, his heirs, executors, administrators, approved successors and assigns, hereby releases, relinquishes and discharges, and agrees to indemnify, protect and save harmless OWNER, its successors and assigns of and from any and all claims, demands and liability for any injury to, including death of, persons (whether they be third persons, RESIDENT, or employees of the parties hereto) and any loss of or damage to property (whether the same be that of either of the parties hereto or of third persons) caused by, growing out of, or happening in connection with, RESIDENT's use and occupancy of the premises, fixtures, equipment, appliances, facilities, improvements and common areas located or to be located thereon, or by reason of any like or different casualty. In like manner and to the extent set forth in the preceding sentence RESIDENT agrees to exonerate and save harmless OWNER even though the claim, or loss or casualty is attributable to the negligence of OWNER. RESIDENT agrees to be responsible for insurance on personal property, contents and liability.

It is agreed that the Owner is not liable for personal injuries or property damages suffered by the Resident or any family member, occupant, guest or invitee of the Resident alleged to arise from contact, inhalation, ingestion or other physical exposure to asbestos, lead, mold, mildew, fungus, mycotoxins, spores, scents or byproducts produced or released by fungi, or any other alleged toxic substance or pollutant. In addition to the aforesaid substances, "pollutant" means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid alkalis, chemicals, waste, or bacteria. "Waste" includes material that may be recycled, reconditioned or reclaimed.

32. **ATTORNEY FEES; COSTS TO ENFORCE AGREEMENT.** In the event it is necessary for the owner to employ an attorney to enforce the terms of this agreement, collect any rent due, obtain possession pursuant to an unlawful detainer or other statutory possessory action, or defend any claim or counterclaim brought by the resident, the owner shall in addition to any other sums the owner is entitled to recover, shall also be entitled to recover his reasonable attorney's fees, reasonable hourly compensation for time expended by OWNER or its agents, litigation expenses, and court costs.

33. **MULTIPLE RESIDENTS OR OCCUPANTS. JOINT AND SEVERAL RESPONSIBILITY.** It is agreed that multiple RESIDENTS, co-signors and guarantors are jointly and severally responsible for all terms of this lease agreement. If the resident or any guest or occupant violates the lease or rules, all residents are considered to have violated the lease. Our requests and notices (including notices or lease termination, repair requests, and entry permissions) to any one resident shall constitute notice to all residents. In eviction suits, each resident is considered the agent of all other residents in the residence for service of process. Security deposit refunds may be by one check jointly payable to all residents or be payable to any one resident. The check and any deduction itemizations may be mailed to one resident only. It is the obligation of any vacating resident to notify the owner of his/her forwarding address.

34. **SALE OF PREMISES.** If the premises are sold or conveyed by the OWNER, this lease shall be deemed to be assigned from the OWNER to the grantee and that all rights and remedies contained in this lease

agreement and under the laws of the state of Missouri shall inure to the grantee. RESIDENT agrees to be bound by all provisions of this lease agreement which inure to the grantee.

### WHEN MOVING OUT

35. **MOVE-OUT PROCEDURES, INSPECTION, AND RETURN OF SECURITY DEPOSIT.** Before moving out, you must give us advance written notice as provided in paragraph 24, unless subject to the MILITARY CLAUSE (paragraph 28). Your move-out notice will not release you from liability for the full term of the Lease or renewal term. You will still be liable for the entire Lease term if you move out early. YOUR MOVE-OUT NOTICE MUST be in writing and on our "Intent to Vacate" form. If you do not use our form, you must obtain from our representative written acknowledgment that the move-out notice has been received. If we terminate the Lease, we must give you the same advance notice, unless you are in default. Oral move-out notice will not be accepted and will not terminate your Lease; your notice cannot terminate the Lease sooner than the end of the Lease term or renewal period. The move-out date in your notice must be the last day of your lease term unless agreed to in writing by both parties. The move-out date can't be changed unless the owner and resident agree in writing. The resident will not move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges.

(unless the property is abandoned as per paragraph 37). Surrender or abandonment ends your right of possession for all purposes and gives us the immediate right to clean, make repairs, and relet the residence; determine any security deposit deductions; and remove property left in the residence. Surrender, abandonment, or eviction affects your rights to personal property left in the residence.

You must give us, in writing, each resident's forwarding address.

Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by our representative or us are subject to our correction, modification, or disapproval before final refunding or accounting.

RESIDENT and OWNER agree that the costs of carpet cleaning will be automatically deducted from the security deposit.

If the dwelling is rented by more than one person, the RESIDENTS agree that the OWNER may pay the refund to any RESIDENT who has signed this lease. The RESIDENT to whom the deposit is refunded agrees to hold OWNER harmless from the claims of the other RESIDENTS for all or any portion of the security deposit.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE.

The OWNER shall give the RESIDENT reasonable notice in writing at RESIDENT'S last known address, or in person, of the date and time when the OWNER will inspect the premises following the termination of the lease to determine the amount, if any, of the security deposit to be withheld. The inspection shall be held during normal business hours and the RESIDENT shall have the right to be present at the inspection. In accord with Missouri law, within 30 days after the date of termination of the tenancy, the OWNER shall mail to the last known address of RESIDENT: (1) return of the full amount of the security deposit, or (2) a written itemized list of the rent and/or damages for which the security deposit or any portion thereof is withheld, along with the balance of the security deposit, if any. Nothing in this section shall be construed to limit the right of the OWNER to recover actual damages in excess of the security deposit, or to permit a RESIDENT to apply or deduct any portion of the security deposit at any time in lieu of payment of rent.

36. **CLEANING.** You must thoroughly clean the residence, including doors, windows, bathrooms, kitchen appliances, patios, balconies, garages, carports and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets (see paragraph 35), draperies, walls, etc, that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident or abuse).

You are prohibited by law from applying all or any portion of the security deposit to rent. The 30-day period for the refunding of the security deposit does not begin to run until all residents, guests, and occupants have surrendered the residence and all keys. You have not surrendered the residence until all keys have been delivered to our office. You are considered in possession and liable for rent until you deliver all keys to us

37. **DISPOSAL OF ABANDONED PROPERTY.** Any property of RESIDENT remaining in or on the premises, either after termination of this lease or after RESIDENT abandons the premises may be removed or disposed of by OWNER without liability. The premises shall be deemed abandoned if (1) the OWNER reasonably believes that the RESIDENT has vacated the premises and intends not to return; (2) the rent is due and unpaid for thirty days; and (3) OWNER posts written notice on the premises and mails to the last known address of RESIDENT by certified mail, return receipt requested, a notice of OWNER's belief of abandonment as per Sec. 441.065, R.S. Mo.; and (4) RESIDENT fails to pay rent or respond in writing to the OWNER's notice within ten (10) days after the date of posting and deposit of such notice in the U.S. Mail, stating RESIDENT'S intention to not abandon the premises.

### MISCELLANEOUS

38. **INTERPRETATION OF THIS LEASE.**

**VERBAL REPRESENTATIONS NOT BINDING.** No representations other than those contained in this lease shall be binding upon the OWNER.

**SEVERABILITY.** If any part(s) of this lease agreement shall be held to be unenforceable for any reason, the remainder of this agreement shall continue in full force and effect.

**ENTIRE AGREEMENT.** This agreement, together with addenda, rules and regulations constitute the entire agreement between the parties. All prior understandings are merged into this lease agreement. The terms of this lease shall not be modified except in writing and signed by the parties to be bound. Only the designated agent of OWNER shall have authority to execute any such writing.

**SUCCESSORS AND ASSIGNS.** This lease hereby binds the RESIDENT to the OWNER's lawful successors and assigns and such subsequent purchasers of the leased premises. RESIDENT'S rental application and community policies are a part of the lease agreement and the terms, conditions, and representations therein shall be binding upon RESIDENT'S heirs and successors. RESIDENT grants the OWNER the right to damages from his estate, successors and personal representatives should his death occur during the lease period.

**HEADINGS.** The titles, headings, or captions in this agreement are for convenience only and are not to be construed to interpret, define, limit or change the intent or meaning of the language contained in this agreement.

**GOVERNED BY MISSOURI LAW.** The terms of this lease shall be interpreted and governed by the laws of the State of Missouri.

**TIME OF THE ESSENCE.** Time is of the essence of this lease agreement.

39. **ANTI-CRIME CONDITIONS.** For the purposes of these Anti-crime Conditions, the term "RESIDENT" shall include the Resident, members of Resident's household, Resident's occupants, Resident's guests, Resident's invitees, or any other person who is living in, visiting, inhabiting, dwelling in, staying at, or frequenting the Resident's unit or is given access to Resident's unit by Resident, members of Resident's household, or Resident's occupants, or who is on the common grounds, or any other person in the unit or on the common grounds invited there in any way by Resident, members of Resident's household, or Resident's occupants. The OWNER and RESIDENT agree that the following are conditions of this lease:

a. The RESIDENT shall not engage, or in any way be involved, in any criminal activity in, on, or near the unit, the common areas, or in the immediate vicinity of the Owner's premises. RESIDENT, the members of the RESIDENT's household, or the RESIDENT's occupants or guests shall not engage in criminal activity even off the Owner's premises. The commission of any crime in any location is grounds for termination of this lease and eviction.

b. RESIDENT, the members of the RESIDENT's household, the RESIDENT's guests, or other persons under the resident's control shall not engage in any act intended to facilitate criminal activity on or near OWNER's premises.

c. RESIDENT, the members of the RESIDENT's household, the RESIDENT's guests, or other persons under the resident's control will not permit the dwelling to be used for or to facilitate criminal activity regardless of whether the individual engaging in such activity is a member of the household or a guest.

d. RESIDENT, the members of the RESIDENT's household, the RESIDENT's guests or other persons under the resident's control will not engage in the unlawful possession, distribution, manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in RSMo Sec. 195.202 through RSMo Sec. 195.218 or in Section 102 of the Controlled Substance Act, 21 U.S.C. 802, at any location, whether on or near OWNER's premises or otherwise.

e. RESIDENT, the members of the RESIDENT's household, or the RESIDENT's guests shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near OWNER's premises.

f. RESIDENT, the members of the RESIDENT's household, the RESIDENT's guests, or other persons under the resident's control shall not engage in any illegal activity, including prostitution as defined in RSMo 567.020, any criminal street gang activity as defined by Secs. 578.421 et seq., harassment as prohibited in Sec. 565.090, any crimes against persons as prohibited in Chapter 565 of the Missouri Statutes, including but not limited to the unlawful discharge or unauthorized possession of firearms as prohibited in RSMo 571.030 on or near the dwelling unit or premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage as prohibited in RSMo 569.100 and RSMo 569.120.

g. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of these conditions shall be deemed a serious violation and a material and irreparable noncompliance with the Lease and shall be good cause for termination of the lease. Proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence. The Owner may terminate the tenancy of a resident if any of Resident's household members is illegally using drugs or if the owner determines that a pattern of illegal use of drugs interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

40. WAIVER OF JURY TRIAL. OWNER and RESIDENT hereby waive trial by jury in any action, proceeding or counterclaim brought by any of the parties hereto against any other party on, or in respect of, any matter whatsoever arising out of or in any way connected with this lease, the relationship of OWNER and RESIDENT hereunder, RESIDENT's use or occupancy of the lease premises (including a suit for unlawful detainer) and/or any claim of injury or damage.

41. MAA MEMBERSHIP. We represent that, at the time of signing this Lease or a Lease Renewal Form: we, or the management company that represents us, or any locator service that procured you, is a member in good standing of the Missouri Apartment Association (MAA) and the affiliated local apartment association (if any) for the area where the residence is located. The member is either an owner/management company member or an associate member doing business as a locator service. If not, the following applies: (1) This Lease is voidable at your option and is unenforceable by us (except for property damages) and (2) we may not recover past or future rent or other charges. The above remedies also apply if both of the following occur: (1) the Lease is automatically renewed on a month-to-month basis two or more times after membership in the MAA and the local association has lapsed and (2) neither the owner nor the management company is a member of the MAA and the local association at the time of the third automatic renewal. Governmental entities may use this form if MAA agrees in writing.

42. COPIES AND ATTACHMENTS. This Lease has been executed in multiple copies—one for you and one or more for us. Our rules and community policies, if any, will be attached to the lease and given to you at signing. When a move-in form is completed, both you and we should retain a copy. The items checked or listed below are attached to this Lease and are binding even if not initialed or signed:

- a. Lead Based Paint Disclosure form is attached and made a part of this lease.
- b. Utility Agreement
- c. Guaranty of Performance
- d. Animal addendum
- e. Renters insurance addendum
- f. Intent to Vacate
- g. Agreement for Vacating Prior to Lease Expiration
- h. Safety Guidelines for Residents
- i. Real Estate Agency Disclosure
- j. Smoke detector agreement (per local ordinance)
- k. Mold Addendum
- l. Satellite Dish Addendum
- m. Methamphetamine Disclosure Form
- Miscellaneous \_\_\_\_\_

**You are legally bound by this document. Please read it carefully.  
Before submitting a rental application or signing a Lease, you may take a copy of these documents to review and/or consult an attorney.  
You are entitled to a copy of this lease after it is fully signed.  
This form has been approved by legal counsel for the Missouri Apartment Association.**

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals the day and year first above written.

*Resident(s) (all sign below)*

*Owner (or Representative signing of behalf of Owner)*

\_\_\_\_\_  
*Address and phone number of Owner's representative for notice purposes*

Date: (same as on top of page 1) \_\_\_\_\_