

## LEASE AGREEMENT

This **LEASE AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between **HINSHAW FAMILY PARTNERSHIP**, a Limited Partnership, or **PAUL A. HINSHAW**, hereinafter referred to as **LESSOR**, and

hereinafter referred to as **LESSEE**,

### WITNESSETH:

That **LESSOR**, for and in consideration of the rents and conditions herein mentioned and agreed to be paid and performed by **LESSEE**, hereby leases to **LESSEE** the following real estate \_\_\_\_\_, hereinafter referred to as leased premises, in Columbia, Missouri for a term of \_\_\_\_\_ (\_\_\_\_) months commencing on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and continuing to and including the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at 12 noon.

1. **LESSOR** agrees:

- a. To put **LESSEE** in possession of said leased premises on the date of the commencement of the term of this lease agreement.
- b. To permit **LESSEE** to hold and enjoy leased premises during the term of this lease agreement without interruption by **LESSOR** or any person claiming under him, provided that **LESSEE** observes and performs each and every condition of this lease agreement which is hereinafter set forth.
- c. To make those repairs which are necessary to maintain said leased premise in a habitable condition.

2. **LESSEE** agrees to each and every one of the following conditions:

- a. To pay a total rental of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), in equal monthly rent installments of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), said rent for each month to be payable in advance on the (\_\_\_\_) day of the month during the term of this lease agreement at P.O. Box 194, Columbia, Missouri 65205, except the first and last month's installment is to be paid on execution of this lease agreement, or no later than \_\_\_\_\_. The phrase "**LAST MONTH**" is to be construed as the last month of the term of this lease agreement and not the last month that **LESSEE** is in actual possession of leased premises. A **LATE CHARGE** of five percent (5%) of the monthly rent installment shall be assessed if any monthly rent installment is not received within five (5) days of the date it is due. An additional five percent (5%) **LATE CHARGE** will be assessed if the monthly rent installment is not received within ten (10) days of the date it is due. Unpaid Late Charges deemed as additional rent.
- b. To pay all utilities consumed by **LESSEE** in the occupancy of leased premises. In the case of leased premises with a common meter, **LESSEE** is to pay \_\_\_\_\_ as a monthly percentage of the common metered charges. **LESSOR** will add a \$3.00 monthly processing charge per utility and per **LESSEE**. Utility charges to be deemed as additional rent.
- c. To deposit with **LESSOR** the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) of which \_\_\_\_\_ dollars (\$ \_\_\_\_\_) has been paid on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, with the balance due by the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, as security for performance of this lease agreement by **LESSEE**. **LESSOR** shall be entitled to deduct from the security deposit: (i) All unpaid rent owed through the end of the lease, (ii) any additional charges described in this lease as additional rent, and (iii) expenses related to repairs, painting or cleaning necessary to restore the premises and furnishings to their condition as at the beginning of the lease, fair wear and tear excepted. **LESSEE** agrees to be liable for all such charges which exceed the security deposit. Said deposit shall not be credited toward rent due, nor shall it be drawn upon to pay for repairs made which **LESSEE** is obligated to pay for during the term of this lease agreement. Any portion of the sum not appropriated shall be returned to **LESSEE** thirty (30) days after the expiration of this lease agreement. **LESSEE** must provide a forwarding address; if no forwarding address is provided, **LESSEE** agrees that the move-out instructions and inspection notice, itemization of charges (if any), and refund (if any), may be mailed to the address of the premises. If more than one **LESSEE** signed this lease, **LESSEE** agrees that **LESSOR** may pay any security deposit refund to any single **LESSEE** or by one check jointly payable to all **LESSEES**. Any refund and any deduction itemizations may be mailed to one **LESSEE** only. The **LESSEE** to whom any refund is mailed agrees to indemnify and hold **LESSOR** harmless from the claims of the other **LESSEES** relating to the security deposit. If **LESSEE** abandons the premises before

the termination date of this lease, the 30-day period to account for the security deposit shall begin on said termination date of this lease or the date **LESSOR** re-rents the premises, whichever is earlier.

SAMPLE

- d. **LESSEE** understands that the premises are located in the \_\_\_\_\_ zoning district and agrees that: (i) the maximum number of unrelated persons who may occupy the premises is \_\_\_\_\_, and (ii) related occupants must be in compliance with the definition of a “family” contained in Section 29-2 of the Code of Ordinances of the City of Columbia, Missouri. **LESSOR** has the right to restrict occupancy by unrelated persons to fewer than the number permitted by the zoning ordinance. That no more than \_\_\_\_\_ (\_\_\_\_\_) persons shall inhabit leased premises at any time. If any person resides at the premises other than those so designated as residents for more than five consecutive days in any one month without **LESSOR’S** written consent, **LESSOR** shall have the option of pursuing any remedies allowed by law, including terminating the lease, or consenting to the additional person(s) and increasing the monthly rent.
- e. To pay for any repairs made to leased premises **AT THE TIME OF REPAIR** if occasioned by the intentional acts or negligence of **LESSEE** or his agents, licensees, assigns, successors or **THIRD PARTIES**, and not due to normal wear and decay. Normal wear and decay shall be construed to mean that due to reasonable use and does not include partial or total destruction of fixtures, premises or appliance. Repair charges to be deemed as additional rent.
- f. To keep the premises free from nuisance, filth, excessive noise and rubbish. If carpet or general cleaning, or pest control is required (at **LESSOR’S** sole discretion) written notice will be given to **LESSEE**. If **LESSEE** does not comply to **LESSOR’S** satisfaction, **LESSEE** agrees to pay all **LESSOR’S** expenses to rectify the situation, or these charges will be deemed as additional rent.
- g. Not to keep **DOGS, CATS, OR OTHER PETS** on the leased premises without prior **WRITTEN CONSENT** of **LESSOR** and the payment of an additional rental of ten dollars (\$10.00) per day per animal.
- h. **VIOLATION OF LEASE:** All obligations undertaken by lessee in this lease shall be considered covenants by lessee and conditions of this lease. Any violation of this lease by lessee shall entitle Lessor to pursue all legal remedies available under Missouri law and this lease. Lessee agrees that any violation of this lease by lessee’s co-lessees, family, occupants, guests or agents shall be considered a violation by lessee and that lessee shall be liable for such violation as though it had been committed by lessee. The following additional provisions apply to lease violations:
- (i) Lessor shall have the option of terminating this lease for cause upon any violation of this lease, including lessee’s obligation to pay rent. To exercise this option, Lessor shall give written notice to lessee briefly describing the violation(s) and terminating this lease 10 days after lessee’s receipt of the notice, and lessee briefly describing the violation(s) and terminate this lease 10 days after lessee’s receipt of the notice, and lessee waives all other common law or statutory notices. Lessee agrees to surrender possession of the premises to landlord not later than the 10<sup>th</sup> day after receipt of the notice. If lessee fails to surrender possession, Lessor may sue lessee for unlawful detainer. If the lease is terminated under this paragraph, lessee will be liable for all accrued and unpaid rent, late charges, and other amounts owed under this lease, as well as for double damages for the period lessee retains possession after the termination date.
  - (ii) Upon lessee’s violation of this lease, including lessee’s obligation to pay rent, Lessor shall have the option of continuing this lease in effect but effect but making demand upon lessee to surrender possession of the premises to Lessor. In this case: (a) Lessee’s obligation to pay rent for the full term shall not be terminated, but lessee shall be entitled to credit for any rent thereafter received by Lessor upon re-renting the premises during the balance of the term of this lease, less all expenses incurred in connection with re-renting; and (b) unless Lessor otherwise notifies lessee in writing, and repossession of the premises by Lessor shall not be deemed an acceptance of a surrender of the lease by lessee or a termination of lessee’s obligation under the lease, but shall instead be deemed a repossession for the purpose of reducing the damages of both Lessor and lessee by permitting the re-renting of the premises and for the purpose of securing and cleaning up the premises.
  - (iii) If lessee abandons the premises, Lessor shall have the option of remaining out of possession of the premises and declaring immediately due and payable and collection from lessee the rent then remaining to be paid for the balance of the term of this lease as well as other amounts owed by lessee under this lease.
  - (iv) Upon execution of a court judgment for possession of the premises, Lessor shall be entitled to remove lessee’s property from the premises, and lessee agrees that lessee shall be liable to Lessor for all costs of removal and that such costs may be taxed as additional court costs upon application by Lessor to the court.
  - (v) Lessee further agrees to pay Lessor’s court costs and reasonable attorney’s fees in any action for possession, rent owed, or for damages to leased premises, should Lessor prevail in such action.
- i. Not to use or permit leased premises to be used for anything other than residential purposes.
- j. Not to assign this lease or sublet leased premises or permit others to occupy leased premises without the prior **WRITTEN CONSENT** of **LESSOR** and with the fee of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per occurrence and individual, and not to vacate or cease to occupy leased premises as daily living quarters or permit others to occupy them as guests, invitees, visitors or lodgers.
- k. If permission to permit others to occupy leased premises is obtained as provided in condition 2 (d) above, **LESSEE** agrees to pay an additional rent of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per month per additional person inhabiting leased premises and to pay **LESSOR** an equal additional amount for the last month’s rent and an equal additional amount towards the faithful performance deposit set out in condition 2 (c) above.
- l. That **LESSOR** and his agents shall have free access to leased premises at all reasonable times for the purpose of examining the condition thereof, making necessary repairs or for the purpose of showing leased premises to prospective tenants or buyers.
- m. To peaceably surrender possession of leased premises, its furnishings and appliances, if any, upon expiration of this lease agreement in clean condition (including **SHAMPOOING THE CARPET USING A TRUCK MOUNTED, LANDLORD APPROVED, EXTRACTOR/STEAM-TYPE CLEANING**). **LESSEE** shall not discontinue utilities to

- leased premises at the expiration of this lease agreement until **LESSOR** or his agent has an opportunity to ascertain damages to light fixtures, gas or electric furnace, appliances and plumbing fixtures.
- n. Not to do anything or to permit anything to be done about leased premises which would cause cancellation of the fire insurance or increase the rate thereof.
  - o. Not to make alterations, repairs or improvements without the prior **WRITTEN CONSENT** of **LESSOR**, understanding that any alterations, repairs, or improvements made by **LESSEE** shall be done in a workmanlike manner and shall become part of the real estate and may not be removed by **LESSEE** at the expiration of this lease agreement.
  - p. Not to obstruct the entrances, passages, halls and stairways, and to use them only for ingress and egress. Not to use the water closets and other plumbing fixtures for any purpose other than those for which they were designed. Not to place sweepings, cigarettes, ashes, hair or garbage in the entrances, passages, halls, stairways, water closets or plumbing.
  - q. Not to install a water bed on leased premises.
  - r. Not to change or alter the lock or locks to leased premises without the prior **WRITTEN CONSENT** of **LESSOR**.
  - s. To maintain sufficient heat in leased premises to prevent the water pipes from freezing.
  - t. If leased premises is a house with a yard or sidewalk, to keep the grass and weeds in the yard cut at a reasonable height and to keep the yard and sidewalk free from rubbish and other hazards, and the sidewalks free from ice and snow.
  - u. To control insect, spider and rodent pest infestations on leased premises, and to allow **LESSOR** to enter leased premises to control insect or rodent pests if control by **LESSEE** is inadequate in **LESSOR'S** judgment.
  - v. Not to use the fireplace(s) without prior **WRITTEN CONSENT** of **OWNER** if leased premises are equipped with fireplace(s).
  - w. That if leased premises are occupied by more than one single person, each **LESSEE** will be held responsible for the entire rent and any other additional charges.
  - x. To park automobiles, motorcycles, trucks, bicycles and other vehicles only where permitted or instructed by **LESSOR** or his agents and to hereby advise **LESSOR** or his agents of the make, model, color and license number of the vehicle **LESSEE** intends to park on leased premises and to advise **LESSOR** of changes or additions of vehicles. Parking for one vehicle, legally licensed and registered in **LESSEE'S** name is permitted on leased premises. All other parking arrangements must be approved in writing by **LESSOR** or his agents.

<b>MAKE</b>	<b>MODEL</b>	<b>YEAR</b>	<b>COLOR</b>	<b>LICENSE NUMBER</b>	<b>(STATE)</b>
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- y. To install and keep batteries in smoke detectors at all times.
- z. To permit **LESSOR** to **REMOVE AND DISPOSE** of all personal belongings left in leased premises after **ABANDONMENT** (when utilities are terminated and/or leased premises are not occupied) and further understands that perishable items or items of no marketable value will be disposed of immediately.
- aa. That the maintenance of keys is the sole responsibility of the **LESSEE**. In the event **LESSEE** cannot gain access to the dwelling unit due to neglect or omission on the part of **LESSEE**, **LESSEE** shall pay a minimum of twenty five dollars (\$25.00) before access is given. Further, if **LESSEE** requests **LESSOR** to change a functioning lock of leased premises, **LESSEE** agrees to pay to **LESSOR** fifty dollars (\$50.00) for said service before service is performed. Failure to return the keys at the expiration of the rental term will result in a charge of thirty five dollars (\$35.00).
- bb. That **LESSEE** has received the **HOUSE RULES** and **INSPECTION SHEET** for leased premises, and will conform to and abide by the provisions of said **HOUSE RULES**. Said **INSPECTION SHEET** will be returned by **LESSEE** to **LESSOR** within seven (7) days from the commencement date of this lease agreement. **LESSEE** further understands that said **INSPECTION SHEET** will be utilized to determine the condition of leased premises as of the commencement date of this lease agreement, and a basis for repairs occasioned by intentional acts or negligence of **LESSEE** pursuant to condition 2(e) of this lease agreement.
- cc. That neither the **LESSEE**, any member of **LESSEE'S** household, guest or other person under **LESSEE'S** control shall engage in any of the following activities in the leased building, or any yard, driveway, parking area or street adjoining the front, side or rear of said building:

Behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the premises; engaging in or threatening violence; possessing a weapon prohibited by law; discharging a firearm on the premises; displaying or possessing any weapon in a way that threatens others; tampering with utilities or telecommunications; bringing or keeping hazardous materials on the premises; or for **ANTI-CRIME CONDITIONS**: For the purposes of this paragraph, the word "lessee" includes the lessee, all co-lessees, all other persons occupying the premises, and all other persons who visit or frequent the premises and/or common areas at lessee's invitation or with lessee's consent. In consideration of the execution or renewal of this lease, lessee agrees that any single violation of the conduct prohibitions contained in this paragraph shall be sufficient cause to terminate this lease whether the violation occurs on, near or at any distance from the premises. The conduct prohibited by this paragraph is as follows: (a) Lessee shall comply with all federal, state, and local laws and regulations, and lessee shall not engage in criminal activity, including drug-related criminal activity, with "drug related criminal activity" being defined as the illegal manufacture,

sale, distribution, use or possession with the intent to manufacture, sell, distribute or use a controlled substance(s) (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. Sec. 802]); (b) lessee shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity; (c) lessee shall not permit the premises or common areas to be used for, or to facilitate, criminal activity, including drug-related criminal activity; (d) lessee shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Sections 195.202 – 195.218RSMo. at any location; and (e) lessee shall not engage in any illegal activity, including prostitution as defined by Sect. 567.020 RSMo., any criminal street gang activity as defined by Sec. 562.035 RSMo., harassment as prohibited by Sec. 565.090 RSMo., any crimes against persons as prohibited in Chapter 565 RSMo., or any breach of this lease which otherwise jeopardizes the health, safety, and welfare of Lessor, lessor’s agents, or other lessees, or involving imminent or actual serious property damage as prohibited in Sections 569.100 and 569.120 RSMo. Proof of violations under this paragraph shall not require a criminal conviction but shall be by a preponderance of the evidence.

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

3. **LESSEE and LESSOR** mutually agree:

- a. That **LESSOR** shall not be liable to **LESSEE**, his agents, licensees, invitees, guests or family for any damage to their property or for death or injury to their persons by theft, burglary, robbery, any felony, rain, frost, snow, ice, sleet, storms, seepage, lightning, flood, fire, explosions, acts of war, acts of God, accidents or by breakage, stoppage or leakage, of water, gas, heating, steam, sewer pipes, electrical wiring, electrical current or plumbing upon leased premises. Nor shall **LESSOR** be liable for the negligence or intentional acts of others that may cause damage of any character whatsoever. Nor shall **LESSOR** provide **INSURANCE** for the protection of **LESSEE** or his agents, licensees, invitees, guests or family or for the protection of his or their property, and **LESSEE** hereby agrees to indemnify and hold **LESSOR** harmless of any costs or expenses arising from said damage of injury.
- b. That if leased premises are totally destroyed or rendered wholly uninhabitable by fire or for any reason not the fault of **LESSEE** or not due to his negligence, then this lease agreement shall terminate as of the date of destruction and a pro-rata portion of the prepaid rent shall be refunded to **LESSEE**. **LESSOR** encourages **LESSEE** to obtain **RENTERS INSURANCE**.
- c. That **LESSOR** hereby makes **DEMAND** for each **MONTHLY RENT INSTALLMENT** on the date it is due. **LESSEE** hereby recognizes that each monthly rent installment has been demanded by **LESSOR** on the day it is due and **WAIVES** any legal defenses, legal or equitable, that **LESSEE** may have based on **LESSOR’S** failure to actually demand any monthly rent installment on the day it is due.
- d. That no waiver of any forfeiture, by acceptance of rent or otherwise, shall waive any subsequent cause of forfeiture, or breach of any condition of this lease agreement; nor shall any consent by **LESSOR** to assignment or sublease of leased premises be held to waive or release **LESSEE’S** liability under this lease agreement, unless assignment is total, or be held to waive or release any assignee or sublessee from any of the conditions, agreements and liabilities of this lease agreement, but any such assignee or sublessee shall be expressly subject to the terms of this lease agreement.
- e. That all conditions, agreements, and liabilities herein shall extend to and be obligatory upon the heirs, executors, administrators, successors, assigns and sublessees, if assignment or sublease is permitted hereunder, of the respective parties.

**IN WITNESS WHEREOF**, the said parties have executed and delivered this **LEASE AGREEMENT** on the day and year first written above.

BY \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
Agent for **HINSHAW FAMILY PARTNERSHIP, a Limited Partnership, LESSOR, or PAUL A. HINSHAW, LESSOR**

**LESSEE** \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

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