

\$ \_\_\_\_\_ Security Deposit Paid on Text

# RESIDENTIAL LEASE AGREEMENT

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

**THIS RESIDENTIAL LEASE AGREEMENT** is entered into as of the date of the signature by the last party to sign between the lessor and lessee identified in paragraphs 1 and 2.

1) **LESSOR:** The "lessor" is/are Modern Property Groups, LLC, 205 E. Forest Ave., Columbia, MO 65203.

2) **LESSEE:** The "lessee" is/are \_\_\_\_\_.

If more than one person signs as lessee, all are collectively referred to in this lease as "lessee" and all are jointly and severally liable under this lease.

3) **PREMISES, FURNISHINGS, LEAD PAINT:** Lessor leases to lessee, in reliance on lessee's Rental Application, and lessee rents from lessor for the term of this lease, under the terms and conditions of this lease, the following-described premises, referred to in this lease as "the premises":

\_\_\_\_\_ This lease also includes the following-listed appliances and furnishings (if any):  
\_\_\_\_\_

\_\_\_\_ If checked here, the premises were built before 1978, and lessee acknowledges receipt from lessor of a separate "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" and pamphlet titled "Protect Your Family from Lead in Your Home."

4) **ZONING DISTRICT AND OCCUPANCY LIMIT:** Lessee understands that the premises are located in the \_\_\_\_\_ zoning district and agrees that: (a) the maximum number of unrelated persons who may occupy the premises is \_\_\_\_\_, and (b) 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. Lessee agrees that lessor has the right to restrict occupancy by unrelated persons to fewer than the number permitted by the zoning ordinance.

5) **INSPECTION BY LESSEE:** Lessee agrees that lessee has inspected the premises and, except as otherwise noted on an attached inspection statement signed by lessee, that lessee finds the premises, appliances and furnishings to be in good condition and accepts them in their present condition. Within 72 hours after lessee takes possession of the premises, lessee must notify lessor in writing of any defects or damages found; if lessee fails to do so, all defects and damages shall be conclusively presumed to have occurred after lessee took possession.

6) **TERM:** The term of this lease shall commence at noon on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and terminate at noon on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

7) **RENT AND PAYMENTS:** Rent to be paid by lessee for the premises is \$ \_\_\_\_\_ per month, subject to the following: (a) Rent is payable monthly in advance on or before the first day of each month. (b) Rent is payable at lessor's address stated in paragraph 1 unless lessor notifies lessee of a different address. (c) An initial late charge (deemed additional rent) of \$50.00 shall be due if rent is paid on or after the sixth (6<sup>th</sup>) day of the month plus a late charge of \$5.00 per day after that until paid in full. The late charge for a month shall be retroactive to the first day of the month and computed through the date of full rent payment for the month or the last day of the month, whichever is earlier. (d) Rent shall be pro-rated for any partial months included in the lease term. (e) Absent lessor's contrary agreement, payments by lessee shall be credited first to delinquent and current charges owed by lessee other than late charges or rent, second to delinquent and current late charges, third to delinquent rent, and last to current rent, regardless of any notations to the contrary on lessee's check or other payment advice. (f) Lessee agrees that any check returned unpaid by a bank for any reason shall be deemed nonpayment and shall be subject to late charges, an administrative charge of \$75.00, and bank charges incurred by lessor, all of which shall be deemed additional rent. (g) Lessee agrees to pay all returned checks in the form of cashier's check, money order, or check drawn on the Federal Reserve by a member bank. (h) Lessor will not accept a personal check from any lessee whose checks have been returned unpaid by a bank more than twice. (i) Nonpayment of any amount described in this lease as additional rent shall entitle lessor to pursue all available legal remedies for nonpayment of rent.

8) **SECURITY DEPOSIT:** Upon signing this lease and before being allowed to take possession of the premises, lessee shall deposit with lessor the amount of \$ \_\_\_\_\_, to be held by lessor as security for the performance of this lease by lessee. The security deposit may be commingled with other funds of lessor and shall bear interest. Modern Property Groups LLC shall be entitled to any interest earned. *The security deposit is not a substitute for the last month's rent, and lessee agrees to make timely payment of the last month's rent.* Lessee agrees that lessor's expense for carpet-cleaning performed at the end of the lease shall be deemed additional rent. Lessor shall be entitled to deduct from the security deposit: (a) All unpaid rent owed through the end of this lease, (b) any additional charges described in this lease as additional rent, and (c) 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.* Lessee agrees to follow any written move-out instructions provided by lessor. Lessor will give lessee reasonable written notice at lessee's last-known address, or in person, of the date and time when lessor will inspect the premises to determine the amount of the security deposit to be withheld, if any, and lessee will have the right to be present during inspection. Any statements or estimates made by lessor or lessor's representative during inspection are subject to correction or modification before final security deposit accounting. Pursuant to law, within 30 days after termination of this lease, lessor will mail to lessee, at lessee's last-known address, a written itemized list of charges withheld from the security deposit, if any, together with the unexpended portion of the security deposit, if any. Lessee must provide a forwarding address; if no forwarding address is provided, lessee agrees that the 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 is vacating the premises on or after the termination date of this lease, the 30-day period to account for the security deposit shall begin only when all of lessee's property has been removed, all occupants have departed, and all keys and other access devices (such as garage door openers) have been delivered to lessor. 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 or the date lessor re-rents the premises, whichever is earlier. Attached to this Lease is a Security Deposit Agreement which is made part of the lease.

9) **UTILITIES:** Unless otherwise provided in a separate utility agreement, lessee shall pay for all utilities used for the premises during the term of this lease. If lessor pays any utility expenses payable by lessee, the amounts so paid by lessor shall be deemed additional rent and shall be promptly reimbursed to lessor upon request. (see attached Utility Addendum if applicable) Lessee agrees to maintain the temperature in the premises at a level sufficient to prevent water pipes from freezing in cold weather. Lessee agrees that lessor is not responsible for telephone, cable TV or internet service wiring or outlet connections inside or outside the premises.

10) **USE OF PREMISES:** Lessee agrees to use the premises solely as a private residence for lessee and the persons designated as residents on lessee's Rental Application. 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 increasing the monthly

rent in the amount of \$100 for each such person. The total number of persons occupying the premises shall not exceed two per bedroom. Lessee agrees that no business activities or child care services shall be operated in or from the premises or in any common area (except that any lawful home business conducted by telecommunications, mail or computer is permitted so long as no persons come to the premises for business purposes and no products for distribution to customers are delivered to, stored on or shipped from the premises). Lessee also agrees to use the premises and all common areas in accordance with any Rules and Regulations promulgated by lessor. Lessee agrees that all common and outside areas provided for use with the premises shall be kept free from lessee's property, trash or debris, and that lessee shall not permit toys, bicycles, scooters, skates, grills, furniture and the like to be or remain in such areas; rather, such items shall be stored inside the premises or in such other place as lessor may provide or designate. Lessee agrees to use good judgment and thoughtfulness for others in the use of the premises. Lessee agrees not to commit, suffer, or permit any waste, litter or nuisance in, on, or near the premises. Lessee shall not place or permit anywhere on or about the premises or in any window any sign, light, advertisement or announcement whatsoever, but a business or personal card containing lessee's name may be placed on the outside door of the premises and a mailbox assigned to lessee. Lessee agrees not to do or permit any act at or near the premises that may subject lessor to any legal liability or increase the likelihood of fire or injury to any other person or damage to any property. Lessee agrees that lessor reserves the right to control and regulate the use of all common areas.

**11) RULES AND REGULATIONS:** Any Rules and Regulations promulgated by lessor and provided to lessee are incorporated into this lease by reference and shall be deemed agreements on the part of lessee and conditions of this lease. Lessor reserves the right to adopt and/or change Rules and Regulations from time to time, and the newly adopted or changed Rules and Regulations shall be deemed incorporated into this lease and binding on lessee upon notice to lessee.

**12) ANIMALS:** Unless authorized by a separate Animal Agreement, which shall be deemed incorporated into this lease, no animals of any kind are allowed in or upon any part of the premises at any time, even temporarily, except that a certified service animal for a disabled resident will be authorized upon presentation of a written statement from a qualified professional verifying the need for the service animal and after signature of an Animal Agreement. Lessee agrees to pay \$10 per day additional rent for each day there is an unauthorized animal in or upon the premises. Lessor may have unauthorized animals removed from the premises without liability to lessee, and removal expenses shall be deemed additional rent.

**13) PARKING:** Lessor reserves the right to control and regulate all parking. Lessee shall have no right to park any additional vehicles or store any vehicle, boat, or trailer or parts thereof without lessor's written consent. Vehicles shall be parked in designated parking spaces/areas only and shall not be driven or parked in yards. Lessee shall not repair or maintain vehicles on the premises. Vehicles which emit loud noises, either mechanical or musical, or which leak oil or other fluids, are not allowed. Lessee grants to lessor the undisputed right to have towed from the premises all unauthorized vehicles, illegally or improperly parked vehicles, and any vehicle which does not have a current license, is uninsured, has flat tires, is on jacks or blocks, has wheel(s) missing, is inoperable or otherwise fails to comply with this paragraph. Lessee further agrees that any vehicle owned or leased by lessee which remains at the premises after termination of this lease may be removed by lessor. Lessee waives and releases all claims against lessor for damages and costs resulting from any removal of a vehicle or other property under this paragraph and agrees to reimburse lessor for the expenses of removal if paid by lessor, with removal expenses being deemed additional rent.

**14) 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 of or interferes with lessor, other tenants of lessor, and/or neighbors of the premises. Lessee agrees to comply with all applicable 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 shall be grounds for terminating occupancy rights or terminating this lease.

**15) 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 occupancy rights or 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 substances (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 - 195.218 RSMo. at any location; and **(e)** lessee shall not engage in any illegal activity, including prostitution as defined by Sec. 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., including but not limited to unlawful discharge or unauthorized possession of firearms as prohibited by Sec. 571.030 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.

**16) SOLICITING:** Lessee agrees that lessor has the right to prevent soliciting, the distribution of hand bills or circulars of an advertising or political nature and the delivery of free newspapers at the premises.

**17) PREMISES CARE AND REPAIRS:** Lessee agrees to keep the premises, fixtures and furnishings in at least as good order, condition and repair as when first occupied by lessee; to keep the premises clean and free from debris, trash, and filth; to not do anything to create a danger of fire or cause an increase in insurance rates or a cancellation of insurance; and, upon the expiration or termination of this lease, to surrender possession of the premises, fixtures and furnishings in as good order, condition and repair as when received, fair wear and tear excepted. If the premises is a single-family home or duplex apartment, lessee agrees to mow the lawn, keep landscaping trimmed, remove snow and ice, and keep the exterior free of trash and debris. Lessee agrees to be responsible, when leaving the premises at any time, for closing and locking all windows and doors, shutting off all water faucets, and turning off all electrical appliances not in use. Lessee shall immediately notify lessor of any damage to the exterior or the interior of the premises, the fixtures, plumbing, electrical systems, heating/air-conditioning equipment, walls, ceilings, floors, appliances, locks, windows, doors, and furnishings, whether caused by ordinary wear and tear, by the negligence or intentional act of lessee or lessee's visitors, or by break-ins, burglaries, vandalism or other criminal activity by persons not a party to this lease. Lessor agrees to make necessary repairs in reasonable time upon notice from lessee. Prompt payment of rent shall not abate during time of repair, and lessor shall not be liable to lessee for the cost of substitute accommodations or other expenses. If damage other than normal wear and tear was caused by lessee or lessee's co-lessees, family, guests or agents, or by break-ins, burglaries, vandalism or other criminal activity by persons not a party to this lease, repair shall be at lessee's expense, and lessee agrees to reimburse lessor for the cost of any such repair (which shall be deemed additional rent) within 30 days after receiving an invoice detailing repairs and costs. Lessee shall keep the premises free from pests, rodents and other nuisances.

**18) ALTERATIONS AND IMPROVEMENTS:** Unless lessor gives written consent, lessee shall make no alterations of or improvements to the premises, including but not limited to painting, carpeting, wallpapering, installation of permanent shelving or flooring, making electrical changes, and/or re-keying or adding locks. Lessee shall not drive nails or screws into any wood surfaces. Adhesive stickers or adhesive paper shall not be applied to any surface. For hanging pictures and other wall decorations, lessee shall use only picture-hanging nails, tacks, pins or small screws. Lessee agrees that any alterations and improvements attached to the premises, including but not limited to blinds and other window treatments, fans, wall coverings, etc., shall, at lessor's option, either become lessor's property and be left in place, or shall be removed and the premises restored to their condition as at the commencement of this lease at lessee's expense.

**19) SMOKE DETECTOR:** Lessor shall furnish the premises with a smoke detector. Lessee shall be solely responsible for maintaining the smoke detector, including providing and installing batteries and periodically testing to make sure the smoke detector is in working order. If lessee informs lessor that the smoke detector is not functioning (for reasons other than the need for new batteries), lessor will provide a new smoke detector or repair the existing smoke detector. Lessee agrees that lessor shall have no liability to lessee or lessee's family or visitors for any personal injury or property damage sustained due to the non-functioning of the smoke detector.

**20) FIRE OR CASUALTY:** In the event the premises become totally uninhabitable as a result of fire, water or other casualty without fault of lessee, lessee may terminate the lease, at lessee's option, if lessor does not put the premises in good repair within 60 days after lessor is notified of the damage. Lessor shall have the option of terminating the lease by giving written notice to the lessee within 10 days after being notified of damage or casualty loss rendering the premises totally uninhabitable. Lessor shall not be liable for the cost of alternate housing during the time the premises are totally uninhabitable, but rent shall abate during such period; however, if the premises become uninhabitable because of fire or other damage caused by the negligence or intentional act of lessee or lessee's co-residents, visitors or agents, rent shall continue and not be abated. Partial uninhabitability of the premises shall not be cause for lessee to terminate this lease if lessor puts the premises in good repair within 30 days after lessor is notified of the condition, but rent shall abate in proportion to the uninhabitable area until repairs are completed.

**21) QUIET POSSESSION:** Subject to the provisions of the following two paragraphs, lessor will put lessee in possession of the premises on the first day of the term of this lease and will permit lessee to quietly and peaceably hold, occupy and enjoy the premises during the term of this lease without interference by lessor, on condition that lessee observes and performs lessee's covenants and agreements set out in this lease; provided, however, that lessor's failure to timely deliver possession of the premises shall not subject lessor to liability for damages, and lessor's total failure to deliver possession shall not subject lessor to liability beyond the return of any application fee and security deposit paid by lessee.

**22) SUBORDINATION OF LEASE:** This lease is subordinate and subject to: **(a)** All recorded encumbrances, restrictions, easements, party wall agreements, condominium agreements and other instruments; **(b)** applicable federal, state and local laws, including zoning, subdivision and housing ordinances; **(c)** leases and tenancies, including holdover by prior lessees or persons in possession who refuse or fail to vacate; and **(d)** delay caused by construction, renovation, or remodeling which prevents lessee from taking possession. If the owner of the premises refinances the property, lessee agrees to sign any subordination agreement requested by the lender.

**23) ENTRY BY LESSOR:** Lessor and lessor's agents shall have the right, at all reasonable times, and without notice, to enter the premises to: **(a)** Inspect for damage; **(b)** determine whether lessee is in violation of this lease; **(c)** remedy any lease violations known by lessor; **(d)** remove unauthorized animals or items prohibited by this lease or the Rules and Regulations; **(e)** remove perishable foodstuffs if electricity has been turned off; **(f)** retrieve property owned by lessor or former lessees; **(g)** make necessary repairs, whether or not requested by lessee; **(h)** protect persons and property in case of an emergency; **(i)** show the premises to government inspectors, fire marshals, lenders, appraisers, contractors and insurance agents; **(j)** allow access by law enforcement personnel executing an arrest or search warrant or in hot pursuit; **(k)** show the premises to prospective buyers; **(l)** show the premises to prospective lessees; **(m)** deliver or post notices to lessee; **(n)** collect rent; and **(o)** photograph property. Lessor reserves the right to display a "for sale" sign on the premises at all times and to display a "for rent" sign. Lessee's failure to allow entry under this paragraph shall be sufficient cause to terminate this lease; alternatively, lessee shall be liable for liquidated damages of \$200 for each failure to allow entry, which shall be deemed additional rent. If entry is made in lessee's absence and without prior notice, lessor or lessor's agent will leave written notice of entry in a conspicuous place.

**24) LIABILITY AND INSURANCE:** Lessee hereby agrees that lessor and lessor's agents shall not be liable to lessee and/or lessee's family, guests, invitees, servants, and/or others claiming through lessee, for any injury or damage to them and/or their property occurring in or about the premises from any cause whatsoever, even if the cause of the damages and/or injuries is alleged to be the fault of or caused by the negligence or carelessness of lessor and/or lessor's agents. Lessee agrees to indemnify and hold lessor harmless from all claims or damages arising as the result of lessee's failure to comply with any requirements imposed by any governmental authority, failure to fulfill any of the terms or conditions of this lease, negligence, or intentional act. Lessee understands that lessor's insurance does not cover lessee's property or lessee's liability for third-party claims against lessee, but rather only covers the building and lessor's property in the building. Lessee understands that it is lessee's responsibility to obtain renter's insurance to insure against liability to third parties and to cover losses to lessee's personal possessions resulting from casualty, theft, burglary, water, rain, mold, snow, ice, sleet, fire, explosion, frost, storm, accident, or wind, or resulting from the breakage, stoppage, leaking or other defect of water, gas, heating or sewer pipes or electric wiring or current or plumbing on, under, about or adjacent to the premises. We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

**25) SECURITY NOT PROVIDED:** Lessee agrees that lessor is not required by this lease to provide security guards or patrols, security lighting, security gates or fences or any other form of security and that lessor shall not be liable to lessee or lessee's family or visitors for injury to persons or damage to property caused by other persons, including but not limited to theft, burglary, assault, vandalism, or other crimes. Lessee acknowledges that neither lessor nor lessor's agents have made any representations, written or oral, concerning the safety of the premises or the effectiveness or operability of any security devices or security measures. Lessee agrees that neither lessor nor lessor's agents warrant or guarantee the safety or security of lessee or lessee's family members or guests against the criminal or wrongful acts of third parties. Each lessee, occupant and guest is responsible for protecting his or her own person and property. Lessee agrees that lessor does not have the obligation to investigate the background of any lessee, agent, or employee.

**26) NOTICES:** Lessee agrees that any notice given by lessor relating to this lease may be given by any one or more of the following methods, each of which shall be equally sufficient: **(a)** by personal delivery of the notice to any one or more of the persons signing this lease as lessee or any person residing in the premises who is at least 16 years old; **(b)** by posting the notice on the main entrance door of the premises; or **(c)** by mailing the notice to lessee at lessee's last-known address by certified mail, return receipt requested. Notices which are personally delivered or posted shall be deemed given on the date of delivery or posting; notices which are mailed shall be deemed given on the next mail delivery date after the date of mailing, whether or not the return receipt is signed and returned. Any notice given as stated in this paragraph shall be binding on all lessees under this lease and all other persons occupying the premises with lessee's permission.

**27) 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:

a) 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 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.

b) 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 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, any 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 obligations 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.

c) 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 collecting 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.

d) 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.

**28) LAWSUITS:** Lessee consents to venue in Boone County, Missouri, in any lawsuit arising out of or related to this lease and/or lessee's use or occupancy of the premises, including but not limited to suits for unlawful detainer, rent-and-possession, breach of contract, expedited eviction, and/or any claim of injury or damage asserted by lessor or lessee. Both lessor and lessee waive trial by jury in any such lawsuit. Each lessee shall be considered the agent of all lessees under this lease for service of process.

**29) ENFORCEMENT EXPENSES:** Lessee agrees that if lessor utilizes the services of an attorney and/or collection agency to enforce any of the provisions of this lease, or to recover possession of the premises, or in connection with any lawsuit described in the paragraph above headed "Lawsuits," or in connection with any administrative proceeding arising out of or related to this lease and/or lessee's use and occupancy of the premises, lessee shall be liable to lessor for all of lessor's expenses connected therewith, including but not limited to reasonable attorney fees, litigation expenses, court costs and collection agency fees, all of which shall be deemed additional rent.

**30) EXPIRATION OF LEASE:** Absent lessor's execution of a new lease with lessee or the parties' written agreement to renew or extend this lease, this lease shall expire on the termination date stated in paragraph 5, and lessee shall vacate the premises on or before noon (12:00) on the termination date. If lessee retains possession of the premises beyond the termination date and lessor thereafter accepts rent for any period after the termination date, this lease shall continue on the same terms and conditions, but the term shall be month-to-month.

**31) ABANDONMENT:** Any personal property left in or upon the premises by lessee after lessee vacates or abandons the premises shall be deemed abandoned; further, pursuant to Sec. 441.065 RSMo., lessee's absence from the premises and nonpayment of rent for 30 consecutive days shall conclusively establish abandonment upon lessor's compliance with the procedures contained in said statute. Any such abandoned property may be disposed of by lessor without liability to lessee. Lessee shall be liable to lessor for the cost of removing and disposing of abandoned property together with related enforcement expenses mentioned in the paragraph above headed "Enforcement Expenses."

**32) SALE OF PREMISES:** If the premises are sold or conveyed, this lease shall be deemed to be assigned to the grantee, and all rights and remedies available to lessor under this lease and Missouri law shall inure to the grantee as assignee lessor, unless otherwise stated in attached addendum.

**33) APPLICATION AND DISCLOSURE RIGHTS:** Lessee represents that all statements in the Rental Application submitted by lessee before entering into this lease are true, correct and complete, and lessee agrees that a breach of this representation shall be sufficient cause to terminate this lease. Lessee agrees that lessor may provide information about lessee for law enforcement, government or business purposes (including providing rental history information to any prospective new lessor).

**34) NO ASSIGNMENT OR SUBLETTING BY LESSEE:** Lessee shall not have the right to transfer or assign this lease, nor sublease all or part of the premises, without the written consent of lessor. If such consent is granted, lessee shall not be released from the obligations of this lease unless lessor agrees to such release in writing. Lessee consents to a non-refundable administrative reletting charge of **\$500.00 for EACH sub-lessee**. This charge must be paid by Lessee prior to the signing of the sublease unless Lessor provides the marketing, at which time the reletting fee must be paid in advance. If we approve a replacement resident, at our option: 1. the replacement resident must sign this lease with or without an increase in the total security deposit; 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, but will remain liable for the original lease terms unless we agree otherwise.

**35) LEASE CONTRACT CANCELLATION FEE:** If Lessee decides to terminate the lease prior to the initial move-in date or after Lessee has signed a lease renewal but prior to the lease renewal date, Lessee agrees to a Lease Contract Cancellation Fee equal to **four (4) month's rent**. Unless this Lease Contract Cancellation fee amount is paid in full, Lessee will not be released from the obligation under this lease.

**36) LEASE RENEWAL:** Lessor will notify Lessee if a Lease Renewal option is available. (All residents who are leasing near the MU campus or leasing other student-based properties will be notified in late fall and will be required to renew prior to December 1<sup>st</sup>) Upon notification of the option to renew, Lessee will be given reasonable time to sign a Lease Renewal with Lessor.

**LEASE RENEWAL LATE FEE:** If Lessee does not sign the renewal within the time frame provided by Lessor, and subsequently decides to renew this lease, Lessee agrees that Lessor shall be entitled to an administrative fee of **\$150.00** to compensate Lessee for time spent preparing the property for market.

**37) REAL ESTATE BROKERAGE RELATIONSHIP DISCLOSURE:** By signing below, Lessee confirms their receipt of the Broker Disclosure Form prescribed by the Missouri Real Estate Commission, and that the disclosure of the undersigned licensee(s) brokerage relationship, as required by law or regulation, was made to Lessee or their respective agents and/or transaction brokers, by said undersigned licensee(s), no later than the first showing of the Premises, upon first contact, or immediately upon the occurrence of any change in their relationship. Landlords Limited Agent: Tenant/Lessee understand that Modern Property Groups LLC, and its agents are acting on behalf of Landlord/Owner. Compensation to the broker(s) will be paid by the owner.

**38) NO SMOKING POLICY:** Smoking anywhere inside the property is strictly prohibited. Lessee is responsible for payment of all costs and damages to your apartment, other resident's apartments, or any other portion of the property for repair, replacement, or cleaning due to smoking or smoke related damage.

**39) PARKING:** Lessee agrees never to park or store a motor home, camper, trailer, boat, or any sort of recreational vehicle on the premises and to park automobiles only on the paved/gravel areas provided. Junk cars, cars on blocks, non-functional vehicles, unlicensed automobiles, or maintenance, mechanical or repair work are not permitted on the property. Removal will be at Lessee's expense. **Parking may not be included with the monthly rent at some properties; all student based properties are subject to pay an additional parking fee per year in addition to their rent.**

**40) 24 HOUR EMERGENCY SERVICE:** Modern Property Groups provides emergency maintenance service in the event of fire, flood, or significant potential property damage. Please call our regular office number (573) 228-9022 and you will be instructed on how to reach after-hours maintenance. In case of serious emergency dial 911.

**41) MAINTENANCE/SERVICE CALLS:** Non-emergency maintenance requests can be made by calling our office during normal business hours. If maintenance/service calls are due to the fault of the tenant(s), the fee for correction of the matter will be charged at a minimum hourly rate of \$45.00 plus materials.

**42) MISCELLANEOUS PROVISIONS:** (a) Lessor's decision at any time not to enforce remedies for any lease violation by lessee shall not preclude later enforcement of remedies for the violation, constitute a waiver of any subsequent violation, or authorize a violation at any future time. (b) If any part or parts of this lease are held unenforceable for any reason, the remainder of this lease shall continue in full force and effect. (c) This lease, together with the Rental Application submitted by lessee and any Rules and Regulations promulgated by lessor, contains the entire agreement between the parties and supersedes all prior agreements of the parties, written or oral. Except for the provision allowing promulgation and amendment of Rules and Regulations, no modification of this lease shall be binding unless evidenced by an agreement in writing signed by lessor and lessee. (d) This lease shall be governed by the laws of the United States, the State of Missouri, and the county and municipality where the premises are located. (e) This lease is binding upon and inures to the benefit of lessor and lessee and their heirs, personal representatives, successors and assigns, subject to the foregoing restrictions on assignment and subletting by lessee. (f) Time is of the essence of this lease. (g) Multiple copies of this lease are to be signed, at least one for lessor and at least one for lessee. Any existing Rules and Regulations are to be attached to this lease. (h) \_\_\_\_\_ If checked, lessor has made a preliminary determination that this lease must be guaranteed, and all required guarantees must be returned to lessor prior to the execution of this lease.

**NOTICE TO LESSEE: You are legally bound by this document. Please read it carefully. This lease contains a clause in paragraph 24 above releasing lessor from liability to lessee for personal injury and property damage unless caused by lessor's gross negligence.**

**Before submitting a rental application or signing this lease, you may take a copy of these documents to review and/or consult an attorney.**

**HAVING READ AND FULLY UNDERSTOOD THIS LEASE,** the parties have signed this lease on the date(s) set forth opposite their respective signatures.

**LESSOR:** Modern Property Groups, LLC

**LESSEE:**

\_\_\_\_\_  
Date Signed    Signature of authorized representative

\_\_\_\_\_  
Date Signed    Signature of lessee

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Email address



\_\_\_\_\_  
Date Signed    Signature of lessee

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Email address



\_\_\_\_\_  
Date Signed    Signature of lessee

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Date Signed    Signature of lessee

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Email address

## RULES AND REGULATIONS

- **NO PETS ALLOWED!** Unless pet addendum is signed and attached to lease packet
- NO chickens allowed on property
- Automatic loss of Security Deposit if tenant has an unauthorized pet for any length of time
- Automatic loss of Security Deposit if tenant vacates property with outstanding balance prior to lease end date and/or terminates utilities prior to lease date (this includes utilities shut off for non-payment by tenant)
- Lessee (if premises shall be an apartment) shall keep all **common areas** provided for use in connection with the apartment, including hallways, stairwells, yard, sidewalk, driveways, recreation and parking areas, free from trash, debris or filth, and shall not permit toys, bicycles, scooters, skates, charcoal grills or other items to be or remain in such common areas, but shall be stored in said apartment and lessee shall not interfere with the use and enjoyment of any such areas by Lessor or any other tenant. Any items left unattended in violation of this rule will be considered trash and disposed of immediately!
- **Garbage**, trash, waste, and debris shall be placed in containers or receptacles provided or at the street curb on the day of pickup
- **NO SWIMMING POOLS!**
- Any on-site parking shall be for Lessee's auto only; guests shall park elsewhere. No trailer of any kind shall be parked or stored at any place on the premises where said apartment is located without the prior written approval of Lessor. Only operating and currently licensed vehicles owned by Lessee are allowed on the parking lot. Any unlicensed or non-functional vehicle will be towed at tenant's expense. Lessee shall clean any oil spots on the garage floor and driveway on a per occurrence basis
- **Painting is not allowed under any circumstances!** Nails, screws or other devices for hanging pictures or other items on or from the walls or woodwork shall be small in size and limited. All nail holes are to be filled and sanded upon move-out
- Lessee shall not play any musical instrument or mechanical device or work power tools in such a manner as to disturb Lessor or other tenants of Lessor, and Lessee will not allow loud, disturbing noises or voices by Lessee or Lessee's guests, invitees, agents or employees
- Lessee shall not place in or about said apartment or house any sign, advertisement or announcement
- **Plumbing fixtures** shall be used for the purposes intended. Cloths, cardboard or other materials not designed for disposal in this manner shall not be placed in and/or disposed of in any plumbing fixture
- Replacement smoke detector batteries to be provided by **TENANT**
- **EMERGENCY LOCK OUT FEE:** Modern Property Groups provides a lock-out service. If during office hours, you can come to the office and check out a key at no charge. After hours, there is a fee. Charge to Tenant for entry after hours shall be **\$150.00** and payable upon re-entry.
- **Waterbeds** are not allowed
- **Baby-sitting** is not allowed nor any business type activity
- In the event of a sale of the property or change of management, the Lessor shall have the right to transfer the deposit to the buyer/manager and Lessee shall then look solely to the new owner/management for the return of said deposit
- **ALL CARPETS** shall be professionally cleaned upon exiting the unit at the expense of the Tenant
- **SPACE HEATERS** are not allowed if Lessor is paying utilities
- If applicable, keep outside cooking grills away from the building
- Always detach hose from spigot and place hose in storage. Do not leave hose attached during winter weather. Any freeze damage caused, due to the negligence of Tenant, will be paid by Tenant
- Always leave heat on during winter months, even when leaving for weekend or holidays; any freeze damage will be paid by the Tenant. **TENANT IS RESPONSIBLE FOR THE UTILITIES FOR THE FULL TERM OF THE LEASE!**
- **PEST CONTROL** is the responsibility of the Tenant
- Tenant is responsible for snow and ice removal. Lessor is not responsible for any liabilities due to the lack of snow and ice removal
- Tenant is responsible for all storm windows and screens. Tenant will be billed for any damaged or missing items
- Tenant is **REQUIRED** to carry a renter's insurance policy during the term of their lease.

TENANT INITIALS \_\_\_\_\_

## SECURITY DEPOSIT AGREEMENT

Received from \_\_\_\_\_ the sum of  
\$ \_\_\_\_\_ by check # \_\_\_\_\_, or cash as security deposit for the address:  
\_\_\_\_\_, Columbia, MO 6520\_\_\_\_\_.

**RELEASE OF THE SECURITY DEPOSIT IS SUBJECT TO THE FOLLOWING PROVISIONS:**

1. That the full term of the lease has been completed and a written notice is given, or a non-renewal form returned prior to vacating.
2. That no damage to the property beyond reasonable wear and tear exists.
3. That the entire apartment, including the stovetop, oven, refrigerator, bathroom, closets, cupboards, carpet, walls are clean to the satisfaction of Management. The refrigerator must also be defrosted and the carpet must be professionally steam cleaned to the satisfaction of Management upon vacating the unit.
4. That there are no scratches or marks on the walls other than small nail holes for the hanging of pictures.
5. That all keys have been returned by the vacate date. Tenants will be charged for new locks if all keys are not returned. Lock (\$75) Mailbox (\$50) Garage Door Opener (\$75)
6. That the lessor shall have sufficient time to inspect the apartment for damage and cleanliness with the utilities on.
7. The apartment is to be inspected by Management when the apartment has been completely vacated. You may set an appointment for check out Monday through Friday, 8:00a-5:00p. All leases begin and end at 12:00 Noon on the lease commencing date and the lease termination date.
8. A forwarding address must be left with Modern Property Groups within 24 hours of vacating.
9. Any required repairs or cleaning charges will be charged on a cost basis of labor and materials and withheld from the security deposit. If you vacate without coordinating cleanup, MPG can charge a coordination fee of \$30 per subcontractor hired.
10. Automatic loss of Security Deposit if tenant has an unauthorized pet for any length of time.
11. Automatic loss of Security Deposit if tenant vacates property with outstanding balance prior to lease end date and/or terminates utilities prior to lease end date.
12. That in the event the Lessee defaults in payment of rent or vacates the premises before the lease term has been completed, the Lessor shall immediately declare all rent due, late fees and accelerated rent owed under this Lease Agreement.

The security deposit will be refunded by ONE check, mailed to the forwarding address, made payable to \_\_\_\_\_ Management agrees that subject to the provisions above, this security deposit will be returned in full. The security deposit refund will be mailed within thirty (30) days after the lease expiration date, as required by Missouri State Law.

Lessee agrees and consents that any and all monies paid by the Lessee to the Lessor, including security deposits, may be placed in the Lessor's general operating accounts, and may be transferred to the owners of the property. Such monies may be placed in an escrow or trust account, at the request of the property owner, and any interest earned thereon shall be the property of the account owner.

The undersigned agrees that this security deposit MAY NOT BE APPLIED AS RENT, and that the full monthly rent will be paid on or before the first day of the month, including the last month of occupancy.

\_\_\_\_\_  
(Authorized Agent for MPG)

Lessee(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## LATE FEE POLICY

If you don't pay all rent on or before the \_\_\_\_5th\_\_\_\_ day of the month, **you'll pay an initial late charge of \$\_\_50.00\_\_ plus a late charge of \$\_\_5.00\_\_ per day after that date until paid in full.** You will also pay a charge of \$\_\_75.00\_\_ for each returned check or rejected electronic payment plus initial and daily late charges from due date until we received acceptable payment, and if not remedied with a money order within 10 days will be turned over to the prosecutor's office.

Your TOTAL rent payment must be received by this office on or before the 5<sup>th</sup> day of each month.

*EX: If you mail your rent and it is received by this office after the 5<sup>th</sup>, YOU WILL BE CHARGED LATE FEES*

*EX: If you drop rent off in the rent drop box after the 5<sup>th</sup>, YOU WILL BE CHARGED LATE FEES*

*EX: If you pay your rent online after the 5<sup>th</sup>, YOU WILL BE CHARGED LATE FEES*

*EX: If you post-date your check for after the 5<sup>th</sup>, YOU WILL BE CHARGED LATE FEES*

*EX: If you only make a partial payment before the 5<sup>th</sup>, YOU WILL BE CHARGED LATE FEES*

*EX: If one of your roommates does not pay their portion of rent before the 5<sup>th</sup>, YOU WILL BE CHARGED LATE FEES*

**If your rent remains unpaid by the 15<sup>th</sup> day of the month, Modern Property Groups will proceed with EVICTION and you will be liable for all past due rent, legal fees and any other charges incurred.**

\_\_\_\_\_  
RESIDENT 1

\_\_\_\_\_  
RESIDENT 2

\_\_\_\_\_  
RESIDENT 3

\_\_\_\_\_  
RESIDENT 4



# MISSOURI BROKER DISCLOSURE FORM



This disclosure is to enable you, a prospective buyer, seller, tenant or landlord of real estate, to make an informed choice BEFORE working with a real estate licensee.

Missouri law allows licensees to work for the interest of one or both of the parties to the transaction. The law also allows the licensee to work in a neutral position. How the licensee works depends on the type of brokerage service agreements involved. Since the sale or lease of real estate can involve several licensees it is important that you understand what options are available to you regarding representation and to understand the relationships among the parties to any transaction in which you are involved.

Missouri laws require that if you want representation, you must enter into a written agreement. This may or may not require you to pay a commission. You do not need to enter into a written agreement with a transaction broker unless you intend to compensate this licensee. These agreements vary and you may also want to consider an exclusive or nonexclusive type of relationship.

If you choose not to be represented by an agent, the licensee working with you may be working for the other party to the transaction.

## CHOICES AVAILABLE TO YOU IN MISSOURI

### **Seller's or Landlord's Limited Agent**

Duty to perform the terms of the written agreement made with the seller or landlord, **to exercise reasonable skill and care for the seller or landlord, and to promote the interests of the seller or landlord** with the utmost good faith, loyalty and fidelity in the sale, lease, or management of property.

Information given by the buyer/tenant to a licensee acting as a Seller's or Landlord's Limited Agent will be disclosed to the seller/landlord.

### **Buyer's or Tenant's Limited Agent**

Duty to perform the terms of the written agreement made with the buyer or tenant, **to exercise reasonable skill and care for the buyer or tenant and to promote the interests of the buyer or tenant** with the utmost good faith, loyalty and fidelity in the purchase or lease of property.

Information given by the seller/landlord to a licensee acting as a Buyer's or Tenant's Limited Agent will be disclosed to the buyer/tenant.

### **Sub-Agent (Agent of the Agent)**

Owes the same obligations and responsibilities as the Seller's or Landlord's Limited Agent, or Buyer's or Tenant's Limited Agent.

### **Disclosed Dual Agent**

With the written consent of all parties, represents both the seller and the buyer or the landlord and the tenant.

**A Disclosed Dual Agent may disclose any information to either party that the licensee gains that is material to the transaction.**

A dual agent may not disclose information that is considered confidential, such as:

- Buyer/Tenant will pay more than the purchase price or lease rate
- Seller/Landlord will accept less than the asking price or lease rate

- Either party will agree to financing terms other than those offered
- Motivating factors for any person buying, selling or leasing the property
- Terms of any prior offers or counter offers made by any party.

## Designated Agent

Acts as your specific agent, whether you are a buyer or tenant, or seller or landlord. When the broker makes this appointment, the other real estate licensees in the company do not represent you.

There are two exceptions with both resulting in dual agency:

1. The agent representing you as a buyer or tenant is also the agent who listed the property you may want to buy or lease.
2. The supervising broker of two designated agents becomes involved in the transaction.

## Transaction Broker

Does not represent either party, therefore, does not advocate the interest of either party.

A transaction broker is responsible for performing the following:

- Protect the confidences of both parties
- Exercise reasonable skill and care
- Present all written offers in a timely manner
- Keep the parties fully informed
- Account for all money and property received
- Assist the parties in complying with the terms and conditions of the contract
- Disclose to each party of the transaction any adverse material facts known by the licensee
- Suggest that the parties obtain expert advice.

A transaction broker shall not disclose:

- Buyer/Tenant will pay more than the purchase or lease price
- Seller/Landlord will accept less than the asking or lease price
- Motivating factors of the parties
- Seller/Buyer will accept financing terms other than those offered.

A transaction broker has no duty to:

- Conduct an independent inspection of, or discover any defects in, the property for the benefit of either party
- Conduct an independent investigation of the buyer's financial condition.

## Other Agency Relationships

Missouri law does not prohibit written agency agreements which provide for duties exceeding that of a limited agent described in this pamphlet.

This brokerage authorizes the following relationships:

- Seller's Limited Agent
- Landlord's Limited Agent
- Buyer's Limited Agent
- Tenant's Limited Agent
- Sub-Agent
- Disclosed Dual Agent
- Designated Agent
- Transaction Broker
- Other Agency Relationship

Broker or Entity Name and Address

Modern Property Groups LLC  
 205 E Forest Ave  
 Columbia MO 65203  
 573-228-9022

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

# Animal Addendum

**Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other residents.**

1. **DWELLING UNIT DESCRIPTION**

Unit No. \_\_\_\_\_, at \_\_\_\_\_ (street address)  
\_\_\_\_\_ (city), Missouri, \_\_\_\_\_ (zip code)

2. **CONDITIONAL AUTHORIZATION FOR ANIMAL**

You may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

3. **ADDITIONAL MONTHLY RENT.** Your total monthly rent (as stated in the Residential Lease Agreement) will be increased by \$ \_\_\_\_\_. The monthly rent set forth in Paragraph 7 of the Lease Contract does not include this additional animal rent.

4. **ADDITIONAL FEE.** You must also pay a one-time non-refundable fee of \$ \_\_\_\_\_ for having the animal(s) in the dwelling unit. It is our policy to not charge a deposit for support animals.

5. **LIABILITY NOT LIMITED.** The additional monthly rent and additional fee under this Animal Addendum do not limit resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

6. **DESCRIPTION OF ANIMAL(S).** You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)-mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect-into the dwelling or apartment community.

Animal's name: \_\_\_\_\_  
Type: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Weight: \_\_\_\_\_ Age: \_\_\_\_\_  
City of license: \_\_\_\_\_  
License no.: \_\_\_\_\_  
Date of last rabies shot: \_\_\_\_\_  
Housebroken? \_\_\_\_\_  
Animal owner's name: \_\_\_\_\_

Animal's name: \_\_\_\_\_  
Type: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Weight: \_\_\_\_\_ Age: \_\_\_\_\_  
City of license: \_\_\_\_\_  
License no.: \_\_\_\_\_  
Date of last rabies shot: \_\_\_\_\_  
Housebroken? \_\_\_\_\_  
Animal owner's name: \_\_\_\_\_

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7. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
\_\_\_\_\_

8. **EMERGENCY.** In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

9. **ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:

- Because many insurance companies have determined there to be a greater risk of liability from certain breeds of dogs, we will not allow the following breeds in a rental property: **German Shepards, Doberman Pinchers, American Staffordshire Terriers (pit bulls), Rottweilers, Chows, Akitas or "mixes of these breeds"**
- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate on our property. You must take the animal off our property for that purpose. If we allow animal

defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

10. **ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.
11. **VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must remove the animal immediately and permanently from the premises.
12. **COMPLAINTS ABOUT ANIMALS.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we in our sole discretion, determine that the animal has disturbed neighbors or other residents.
13. **REMOVAL OF ANIMAL.** In some circumstances, we may allow an animal control office or humane society representative to enter the dwelling unit and remove the animal if, in our sole judgment, you have:
  - Abandoned the animal;
  - Left the animal in the dwelling unit for an extended period of time without food or water; or
  - Failed to care for a sick animalIf you have violated our animal rules or let the animal defecate or urinate where it's not supposed to you will be subject to eviction and other remedies.
14. **LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.
15. **MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We--not you--will arrange for these services.
16. **MULTIPLE RESIDENTS.** Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.
17. **GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for special provisions noted in paragraph 7 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

**YOU ARE LEGALLY BOUND BY THIS DOCUMENT. PLEASE READ IT CAREFULLY.**

**Resident or Residents (all residents must sign)**

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**Owner or Owner's Representative**

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**ADDENDUM TO RESIDENTIAL LEASE  
UTILITIES**

This Addendum is to the Residential Lease dated \_\_\_\_\_, between Lessor and Lessee for the term of the lease beginning on \_\_\_\_\_, and ending on \_\_\_\_\_ for the property located at \_\_\_\_\_.

**WHEREAS**, the Lessor shall provide \_\_\_\_\_ service for the premises and shall be reimbursed for the same by the Lessee; reimbursement shall be conducted as follows:

1. Billing for \_\_\_\_\_ service from the utility company shall remain in the Lessor's name.
2. Upon receipt of the bill from the utility company, the Lessor shall pay same and submit a copy of the bill to the Lessee along with their portion of the outstanding charge.
3. The Lessee shall submit with their rental payment an additional \_\_\_\_\_% of said utility bill each month which shall be applied toward the total utility bill.
4. Lessee agrees to a monthly \$5.00 administrative fee to compensate Lessor for time spent determining the pro-rated share of each unit. Said charge shall be added to the monthly amount owed.

Lessee may not occupy the property without these utilities. Further, Lessee shall be liable to Lessor for any damages resulting from the termination of any such services by any person. Lessee agrees to pay for such utilities separately from the rent and the cost and billing for such items shall not be considered a reduction or offset of rent, but shall be considered additional rent and billed to Lessee each month. In the event any utility payment is not made, it shall be considered a substantial default under the Residential Lease as if rent were not paid, and the Lessor may remove all persons and property from the premises, either by summary proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to prosecution or damage thereafter.

Lessor shall not be liable for any loss or damage caused by or resulting from any variation, interruption or failure of such utilities and services due to accident, strike or any other cause whatsoever, nor shall incident to the making of repairs, alterations or improvements, be deemed as an eviction of Lessee or relieve Lessee from any of Lessee's obligations hereunder. Lessee shall indemnify and hold Lessor harmless against any liability or damages to Lessee and Lessee's property on such account.

This Addendum terminates at the ending date shown above and does not automatically renew. This Addendum supplements the Residential Lease Agreement, and all term and conditions of the Residential Lease Agreement not in conflict with this Addendum remain in full force and effect.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By \_\_\_\_\_  
MODERN PROPERTY GROUPS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lessee(s)

# LEASE GUARANTEE

Address of leased premises: \_\_\_\_\_

Lease term: From \_\_\_\_\_ to \_\_\_\_\_

Lessor's name: Modern Property Groups, LLC

Lessor's address: 205 E. Forest Ave., Columbia, MO 65203

Lessee's name(s): \_\_\_\_\_

To induce the above-named Lessor to enter into the above-described lease, the undersigned Guarantor(s) hereby guarantee to Lessor (and Lessor's heirs, successors and assigns) the payment by the above-named Lessee(s) of all rents and other charges provided for in said lease (and any extension or renewal thereof) and the performance by said Lessee of all other terms, conditions and covenants of said lease (and any extension and renewal thereof). The undersigned further agrees: (a) Liability on this guarantee shall be primary and not secondary, and Lessor shall be entitled to enforce this guarantee directly against the undersigned without first pursuing enforcement against Lessee; (b) notice of defaults is waived; (c) consent is given to all extensions of time that Lessor may grant; (d) consent is given to venue in the Circuit Court of Boone County, Missouri for any lawsuit to enforce this guarantee; and (e) trial by jury is waived.

Guarantor's printed name: \_\_\_\_\_

Guarantor's signature: \_\_\_\_\_

\* Guarantor's Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_. (See asterisked note below.)

Guarantor's address (include street address, city, state and zip code): \_\_\_\_\_

\_\_\_\_\_

Guarantor's home phone: \_\_\_\_\_ Guarantor's work phone: \_\_\_\_\_

Guarantor's spouse's printed name: \_\_\_\_\_

Guarantor's spouse's signature: \_\_\_\_\_

\* Guarantor's spouse's Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_. (See asterisked note below.)

\* Notes: If a Guarantor is married, both spouses must sign this guarantee. Social Security Numbers are required but will be maintained as confidential except in connection with enforcement of this guarantee

## SERVICE MOVE-OUT CHARGES

This is a listing of common charges by Modern Property Groups LLC, for service calls and move-outs. Note these are average charges. Each case is different and charges may vary. Minimum hourly labor is \$45.00.

ADDRESS: \_\_\_\_\_

### FLOORING

Remove carpet stains	\$80/stain
Cigarette burn in carpet/floor	\$80
Deodorize carpet	\$100
Repair carpet	\$150
Replace carpet	Labor/material
Repair hardwood floor	\$100 & up
Refinish hardwood floor	\$380 and up
Repair linoleum	\$85/tear
Replace bathroom linoleum	\$385
Replace kitchen linoleum	\$500
Replace floor tile	\$75/tile
Replace ceramic tile	\$150/tile

### GENERERAL CLEANING

Clean refrigerator	\$70
Clean stovetop	\$30
Replace stove drip-bowls	\$30
Clean oven	\$50
Clean stove hood	\$30
Clean kitchen cabinets	\$45
Clean kitchen floor	\$50
Clean tub/shower and surround (ea.)	\$30
Clean toilet and sink (per bath)	\$20
Clean bathroom. cabinets and floor	\$75
Clean carpets (per room)	\$75
Vacuum throughout dwelling	\$40
Window cleaning (per unit)	\$15
Clean greasy parking spaces (ea.)	\$25
Clean fireplace	\$50
Trash removal (per bag)	\$20
Furniture removal (per item)	\$25
Odor for pets	\$300

### LOCKS

Replace key	\$10
Replace door lock	\$75
Mail box key	\$50

### PLUMBING

Replace kitchen faucet	\$195
Replace bathroom faucet	\$195
Replace shower head	\$70
Replace toilet tank lid	\$90
Replace toilet seat	\$35
Replace toilet	\$265
Replace garbage disposer	\$200
Snake Toilet	Labor/material
Clear sewer/cesspool line	Labor/material

### WALLS

Remove mildew and treat surface	\$25
Cover crayon/marker/pen marks	\$50
Repair hole in wall (small)	\$55
Repair hole in wall (large)	Labor/material
Remove wallpaper	\$145
Repaint (per wall/ceiling)	\$50

### GENERAL REPAIRS

Replace refrigerator shelf	\$45
Replace stove/oven knob	\$25
Replace fridge	\$700
Replace countertop	\$40/ In ft
Replace cutting board	\$40

Replace kit/bath cabinet knobs	\$10/each
Replace mirror	\$100
Replace medicine cabinet	\$85
Replace towel bar	\$25
Replace tub/shower enclosure	Labor/material
Re-grout bath/shower tiles	\$165
Repair porcelain	\$135
Replace thermostat	\$75
Replace fire extinguisher	\$75
Replace doorbell button	\$15
Replace doorbell unit	\$50
Replace Garage door (each)	\$650
Smoke damage	Labor/material
Replace smoke alarm	\$40/each

### ELECTRICAL

Replace light bulb	\$5
Replace light fixture globe	\$20
Replace light fixture	\$55
Replace electrical outlet/switch	\$12
Replace electrical cover plate	\$5
Replace ceiling fan	\$100

### DOORS

Repair hole in hollow core door	\$55 & up
Repair forced door damage	\$250
Replace door (inside)	\$155
Replace door (outside)	\$400
Replace sliding glass door	\$1000
Replace sliding door screen	\$100

### GROUNDS / EXTERIOR

Major yard Cleanup	\$425
Minor yard Cleanup	\$100
Clean gutters	\$185
Trim bushes	\$20
Damaged landscaping	Labor/material
Lawn Care (single family residence) all yards must be mowed, free of debris and clutter upon vacating the premises. A minimum charge of \$100	

### WINDOWS & TREATMENTS

Replace window pane	\$150
Replace Venetian or Mini blind (ea)	\$75
Replace window shade	\$25
Replace window screen	\$50
Replace Vertical Blinds (Sl. Dr)	\$175

### EXTERMINATING

Exterminate for cockroaches	\$550 & up
Exterminate for fleas	\$375 & up

### Tenant(s) signature

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_