

BROADWAY TOWNHOMES

THIS LEASE, made and entered into this _____ day of _____, _____, by and between BROADWAY TOWNHOMES, LLC, a Missouri limited liability company, hereinafter referred to as "LESSOR," and _____ jointly and severally, hereinafter referred to as "LESSEE:"

WITNESSETH:

In consideration of the respective covenants of the parties and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree as follows:

1. LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR **apartment number _____ located at 2700 Green Valley Dr.** in the City of Columbia, Boone County, Missouri (hereinafter referred to as the "Leased Premises"), together with reasonable right of access thereto, subject to all easements and restrictions of record, and the terms of this Lease Agreement, and together with the following appliances and personal property: oven/stove, microwave, dishwasher, refrigerator/freezer, washer and dryer.

2. The term of this Lease shall commence on **August 5, _____** and end on **July 30, _____**.

3. The total rent to be paid by LESSEE to LESSOR shall be the sum of _____ payable at the rate of _____ per month, payable in advance on the first day of each month during the term of the Lease except the August rent which is due on August 5, _____.

4. In the event any monthly rent payment or insufficient funds charge is not paid within five (5) days after the monthly rental payment due date, LESSEE agrees to pay to LESSOR a late charge in the amount of **Seventy Five Dollars (\$75.00) plus Twenty Five Dollars (\$25.00) per day for each day** that said rent and/or insufficient funds charge remains due and owing after the fifth (5th) day after the due date until said rent and/or insufficient funds charge is paid in full, and said charges shall be paid by LESSEE to LESSOR concurrently with the payment of the delinquent rent and shall be considered as additional rent under the terms of this Lease.

5. That concurrently with the execution of this Lease LESSEE shall pay to LESSOR the sum of _____ as a security deposit to insure LESSEE'S performance of all of the terms of this Lease required to be performed by LESSEE. In the event of default in performance of any of the terms of this Lease by LESSEE, LESSOR may retain so much of said security deposit as necessary to compensate LESSOR for damages sustained by reason of said default and the balance of the security deposit without interest shall be returned to LESSEE within thirty (30) days after the end of the term of this Lease. LESSEE'S liability to LESSOR for damages sustained by reason of breach of this Lease shall not be limited to the amount of the security deposit.

The above-mentioned security deposit is not a substitute for the last month's rent due under the terms of this Lease and LESSEE shall be responsible for making timely payment of all monthly rental payments due on this Lease including the last month's rent.

6. It is hereby understood and agreed to among LESSOR and LESSEE that upon the termination of this Lease Agreement, the Leased Premises will have all carpets professionally cleaned, the entire unit will be professionally painted and cleaned, and that LESSEE will be charged 200.00 per tenant in order to cover the cost thereof. The parties hereby agree that this amount will be withheld by LESSOR from LESSEE'S security deposit.

7. LESSEE shall pay when due and before the delinquency date all water, gas, sewer, trash, electric, garbage collection, telephone and all other utility and service charges furnished to the leased premises. LESSEE must place all utility connections in LESSEE'S name on or before the commencement date of this Lease and LESSEE must keep said utility connections in LESSEE'S name during the entire term of this Lease. Failure to keep the utilities on throughout the term of the lease will result in a fine of **50.00 per tenant**.

8. LESSEE will not change and will not permit any other person to change any of the locks on the doors on the leased premises without the prior written consent of LESSOR and LESSEE agrees that LESSOR shall have the right to retain a key to all of the locks on the doors in the exterior walls of the leased premises.

9. In the event it is necessary for LESSOR to provide assistance to LESSEE in gaining access to the leased premises because of loss of a key to the premises by LESSEE or because of breakage of a lock on the leased premises, LESSEE agrees to pay to LESSOR a "lock out charge" in the amount of Fifty Dollars (\$50.00) for each such instance.

10. In the event after 5:00 p.m. on a weekday or anytime on Saturday, Sunday or a holiday it is necessary for LESSOR to provide assistance to LESSEE in gaining access to the leased premises because of loss of a key to the premises by LESSEE or because of breakage of a lock on the leased premises, LESSEE agrees to pay to LESSOR an "after hours lock out charge" in the amount of **One Hundred Dollars (\$100.00)** for each such instance.

11. LESSEE will maintain and keep the leased premises, fixtures and appliances in a good and clean condition. In addition, LESSEE will give immediate written notice to LESSOR of any damage to the leased premises, fixtures, plumbing, walls, ceilings, floors, appliances, locks, windows or doors, whether due to the negligence of LESSEE or otherwise. LESSEE will be responsible for the cost of repairs to the leased property necessitated by any act or omission of LESSEE or by the

conduct of any guest or invitee of LESSEE, or because of any vandalism or break-ins involving the interior or exterior of the leased property, and LESSOR will furnish the labor and materials required to perform such.

12. LESSEE will limit occupancy of the Leased Premises to one (1) tenant per bedroom.

13. LESSOR hereby covenants that LESSOR is entitled to lease the premises and that so long as LESSEE performs the covenants herein described, LESSEE shall peacefully hold, and quietly enjoy the leased premises during the term of this Lease.

14. LESSEE hereby covenants:

a) To pay the rent at the time stated.

b) Not to use or allow the premises to be used for other than residential purposes.

c) That only the individuals named on page 1 of this Lease Agreement shall occupy the premises during the term of this Lease, and that LESSEE will neither assign nor sublease said premises, or any portion thereof, and LESSEE will not permit any other person or persons to reside on the leased premises, without the written consent of LESSOR. In the event LESSOR grants written consent to such assignment or subletting or other use of the leased premises, LESSEE will concurrently therewith pay to LESSOR a **"subleasing charge" in the amount of TWO HUNDRED AND FIFTY (\$250.00).**

d) That LESSOR shall have the right to enter upon the leased premises at all reasonable times for the purpose of inspecting and repairing the leased premises and to have the right during the last seven (7) months of the term of this Lease to enter upon the leased premises for the purpose of showing the same to prospective tenants and/or buyers. In addition, LESSOR shall have the right to enter upon the leased premises at all reasonable times during the last one (1) month of the term of this Lease for the purpose of reconditioning the leased premises.

e) To keep the premises in good order and condition and free from nuisance, filth, insects or danger of fire.

f) To refrain from doing and to not permit anything to be done on or about the leased premises which could or would cause cancellation of any of the insurance of LESSOR on the leased premises or cause an increase in insurance rates.

g) To make no alterations, repairs or improvements, or to paint any portion of the premises, without the written consent of LESSOR; provided, further, that any alterations, repairs or improvements made by LESSEE shall become a part of the leased premises when made and may not be removed by LESSEE at the expiration of the Lease.

h) That LESSOR shall not be liable to LESSEE or LESSEE'S agents, guests or employees for any damage to them or their persons or property by theft or burglary, water, rain, snow, ice, sleet, fire, explosion, frost, storms and accidents, or by breakage, stoppage or leakage of water, gas heating and sewer pipes, electric wiring or current, or plumbing upon, about or adjacent to said premises, nor for any negligence on the part of LESSOR, its agents, employees, or contractors, nor for any other person or persons that may cause damage of any character who are unaffiliated with LESSOR.

i) To act at all times while on the premises in a proper manner and with good conduct, and to refrain from engaging in any conduct on the leased premises which would be in violation of any law, rule or regulation, whether city, county, state or federal.

j) To keep the leased premises heated at all times to a temperature of Fifty Five (55) Degrees Fahrenheit in order to prevent freezing of the water pipes or any other plumbing within the leased premises.

k) To not keep more than _____ **motorized vehicles on LESSOR'S property** and to keep said motorized vehicles or any replacement of the same registered with LESSOR during the entire term of this Lease pursuant to the Rules and Regulations as provided to LESSEE.

l) To cause the motor vehicles, bicycles and other vehicles of LESSEE and LESSEE'S guests, licensees and invitees to be parked in parking spaces designated by LESSOR and in no other place. No trailer, truck or recreational vehicle of any kind shall be parked or stored on or adjacent to the leased premises without the prior written consent of LESSOR. In addition, no partially dismantled, non-operating, wrecked or junked vehicle of any kind shall be kept on or adjacent to the leased premises.

m) To peaceably surrender possession of the leased premises, appliances and furnishings, upon the expiration or termination of this Lease in as good a condition as when received except for normal wear.

n) To keep the yard and outside areas adjacent to the leased premises in a clean and neat condition free from debris, litter and trash but LESSEE agrees to refrain from performing any yard mowing, mulching or landscaping in said yard area, and LESSEE agrees that LESSOR shall have the exclusive right to perform the yard mowing, mulching and landscaping of the yard area. LESSEE shall not perform any gardening activities in the yard areas adjacent to the leased premises. In the event of debris, litter and/or trash is present in the outside areas adjacent to the leased premises, LESSOR may effectuate the removal of the debris, litter and/or trash. LESSEE agrees to pay to LESSOR a **"trash charge" in the amount of Fifty Dollars (\$50.00)** for each such instance this occurs.

- o) To refrain from keeping or permitting to be kept or permitting the entry of any animal, reptile or other pet on the leased premises without the prior written consent of LESSOR. In the event LESSEE violates the provisions of this subparagraph LESSEE must pay to LESSOR a "pet charge" in the amount of Three Hundred Fifty Dollars (\$350.00) for each said violation and immediately terminate the violation.
- p) To refrain from placing or permitting to be placed any water bed or water filled furniture on the leased premises.
- q) To submit to LESSOR a list of any preexisting damages to the leased premises within seven (7) days after the commencement of the term of this Lease. In the event no such list is delivered by LESSEE to LESSOR within said time, it shall be presumed that there were no preexisting damages to the leased premises.
- r) To refrain from attaching or permitting to be attached any tape or sticker on the walls or ceilings of the leased premises.
- s) To keep the premises free from pests, bugs, spiders, rodents and other nuisances, and to pay for any extermination necessary for the same, it being understood and agreed that LESSOR shall not be responsible for exterminating the leased premises.
- t) To refrain from placing or permitting to be placed any wax on the floors on the interior of the leased premises.
- u) To refrain from placing any shelf liner of any kind in the cabinets, closets and vanities on the leased premises.
- v) To refrain from using any abrasive cleaning compound on any of the components of the leased premises.
- w) To keep garbage, trash, waste and debris stored in containers within the leased premises and to keep said containers in a clean and sanitary condition.
- x) To refrain from playing any musical instrument or mechanical device on the leased premises, to refrain from working with power tools on the leased premises in such a manner as to disturb LESSOR or other tenants of LESSOR, and to not allow loud and/or disturbing noises or voices on the leased premises.
- y) To keep the exterior doors on the leased premises closed except when entering and exiting the premises.
- z) To pick up the newspapers and other news items from the yard and driveway on the leased premises each day.
- aa) To place any patio grill at such a location as to avoid damage to the siding on the exterior of the leased building.
- bb) To not install or permit to be installed any antennas, aerials or wires in or about the exterior of the leased premises.
- cc) To not allow, permit or cause any foreign objects to enter the plumbing fixtures on the leased premises.
- dd) To refrain from smoking or permitting to be smoked any tobacco or other substance on the leased premises. Smoking inside of the leased premises will result in a complete forfeiture of deposit for all tenants that occupy the premises.
- ee) To not permit any bicycles, motorcycles or other vehicles to enter the apartment or enter upon the lawn adjacent to the apartment.
- ff) To comply with all aspects of the Rules and Regulations as provided to LESSEE by LESSOR.

15. In the event the leased premises are rendered partially untenable by fire or other casualty, LESSOR shall proceed without undue delay to render the leased premises wholly tenantable and if not rendered wholly tenantable within one (1) month after the date of the damage or loss, LESSOR shall have the right to arrange occupancy for LESSEE in another property owned by, or under the management of, the LESSOR, and LESSEE shall remain liable pursuant to the same terms and conditions of this LEASE. In the event LESSOR does not choose to exercise this right, then LESSEE shall have the option of terminating this LEASE if the leased premises are not rendered wholly tenantable within one (1) month after the date of the damage or loss and any prepaid rent shall be refunded to LESSEE together with any unexpended portion of the security deposit.

16. LESSEE will periodically test the smoke detectors on the leased premises to make sure that the same are in good working order and notify LESSOR in the event said smoke detectors are not in good working order. Upon LESSEE giving to LESSOR notice that any 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. LESSOR shall have no liability to LESSEE or LESSEE'S agents, invitees or guests for any personal injury or property damage sustained by LESSEE or by any said individual due to the nonfunctioning of said smoke detectors.

17. LESSEE agrees to indemnify and save LESSOR harmless from any loss or damage, including attorney fees, arising out of or resulting from failure of LESSEE to keep the leased premises in good condition or for reason of claims or suits

against LESSOR by a third person on account of LESSEE'S negligence in the use of the leased premises or by reason of any injury or damage to any person or property on the leased premises.

18. If LESSEE defaults in payment of rent or the performance of or compliance with any covenant or agreement herein contained, or if any LESSEE violates any of the provisions of this Lease, or if LESSEE shall vacate or abandon the leased premises, or if proceedings under any bankruptcy act shall be instituted by or against LESSEE, LESSEE shall be deemed in Default under the terms of this Lease.

Upon the occurrence of any aforesaid event of Default, LESSOR shall have the option to pursue any one or more of the following remedies without any notice or demand:

a) To terminate this Lease, in which event LESSEE shall immediately surrender the premises to LESSOR. If LESSEE fails so to do, LESSOR may, without prejudice to any other remedy which they may have for possession or arrearages in rent, enter upon and take possession of the leased premises and expel or remove LESSEE and any other person who may be occupying said premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim of damage therefore. LESSEE agrees to pay to LESSOR on demand the amount of all loss and damage which LESSOR may suffer by reason of such termination, whether through inability to relet the premises on satisfactory terms or otherwise.

b) To enter upon and take possession of the leased premises without terminating this Lease and expel or remove LESSEE and any other person who may be occupying said premises or any part thereof without being liable for prosecution or any claim for damages therefore and relet the premises and receive the rent therefore. LESSEE agrees to pay to LESSOR on demand any deficiency that may arise by reason of such reletting.

c) To enter upon the leased premises without being liable for prosecution of any claim for damages therefore and do whatever LESSEE is obligated to do under the terms of this Lease. LESSEE agrees to reimburse LESSOR on demand for any expenses which LESSOR may incur in thus effecting compliance with LESSEE'S obligations under this Lease. LESSEE further agrees that LESSOR shall not be liable for any damages resulting to the LESSEE for any such action.

d) To take possession of any personal property left or abandoned on the leased premises after LESSEE has vacated the leased premises whether during or at the termination of this Lease. LESSOR will not be responsible to LESSEE or the owner of such property for any damages to such property in the event such property is removed from the leased premises and stored. In the event LESSOR stores any said property LESSEE shall be responsible for reasonable storage charges incurred by LESSOR in connection with storing said property.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LESSOR hereunder or of any damages occurring to LESSOR by reason of the violation of any of the terms, provisions and covenants herein contained. Failure by LESSOR to enforce one or more of the remedies herein provided upon any event of default shall not be deemed or construed to constitute a waiver of such default, or of any other violation or breach of any of the terms, provisions and covenants contained herein. If LESSOR shall incur any expenses, including litigation expenses, court costs and attorney fees, as the result of a default by LESSEE under the terms of this Lease, then LESSOR shall be entitled to recover from LESSEE all of said expenses which shall be considered as additional rent hereunder, whether or not such default is subsequently cured.

19. Any notice provided for herein may be personally served or shall be sent by certified U.S. mail, return receipt requested, in which case it shall be deemed served upon an acknowledged receipt signed by the party to whom addressed or upon other proof of service as provided by law.

All notices to LESSOR shall be addressed to **5151 Commercial Dr., Columbia, MO 65203.**

All notices to LESSEE shall be addressed to LESSEE at the address of the leased premises.

20. No waiver of any forfeiture by acceptance of rent or otherwise shall waive any subsequent form of forfeiture or breach of any condition of this Lease.

21. The parties agree to the following crime free provisions, to-wit:

a) LESSEE or any guest or other person under the LESSEE'S control shall not engage in criminal activity, including drug-related criminal activity, on or near the said leased premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute, or use a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).

b) LESSEE or a guest or other person under the LESSEE'S control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said leased premises.

c) LESSEE will not permit the leased premises to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.

d) LESSEE or any guest, or another person under the LESSEE'S control, shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance in violation of Section 195.202 RSMo. at any locations, whether on or near the leased premises or otherwise.

e) LESSEE, or a guest or another person under the LESSEE'S control shall not engage in any illegal activity, including prostitution as defined in 567.020 RSMo., any criminal street gang activity as defined in 578.421 RSMo., harassment as prohibited in 565.090 RSMo., any crimes against persons as prohibited in Chapter 565 of Missouri Statutes, including but not limited to the unlawful discharge or unauthorized possession of firearms as prohibited in 571.030 RSMo. on or near the leased premises, or any breach of the Lease that otherwise jeopardizes the health, safety, and/or welfare of the LESSOR, the LESSOR'S agents or any other LESSEE or any action causing imminent or actual serious property damage as prohibited in 569.100 RSMo. and 569.120 RSMo.

f) A SINGLE VIOLATION OF THE ABOVE PROVISIONS OF THIS NUMBERED PARAGRAPH SHALL BE DEEMED A MATERIAL BREACH OF THIS LEASE AND CAUSE FOR TERMINATION OF THIS LEASE. Unless otherwise provided by law, proof of violation of the provisions of this numbered paragraph shall not require criminal conviction but shall only be required to be proven by a preponderance of the evidence.

g) In case of conflict between the provisions of this numbered paragraph and any other provisions of the Lease, the provisions of this numbered paragraph shall govern.

22. SPECIAL AGREEMENTS: _____

23. This Lease shall be construed under the laws of the State of Missouri and the jurisdiction and venue of any dispute under his Lease shall be in the Circuit Court of Boone County, Missouri.

24. This Lease shall be binding upon the undersigned and our heirs, personal representatives, successors and assigns, subject to the restrictions herein contained against assignment and subletting by LESSEE.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease the day and year first above written.

Property Address: _____

The below named Lessee(s) hereby acknowledge(s) a copy of this Lease Agreement.

LESSOR:

Broadway Townhomes, LLC,
a Missouri limited liability company

BY: _____
Authorized Representative

LESSEE NO. 1:

Signature

Printed Name

Date

LESSEE NO. 2:

Signature

Printed Name

Date

LESSEE NO. 3:

Signature

Printed Name

Date

LESSEE NO. 4:

Signature

Printed Name

Date

There is an ADDENDUM to this lease agreement. Lessor reserves the option to terminate said lease agreement if ADDENDUM is not signed and returned.
