

## LEASE & AGREEMENT

This is a legally binding contract, if not understood seek legal advice.

THIS LEASE AND AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Walnut Brook hereinafter referred to as LESSOR, and \_\_\_\_\_ hereinafter referred to as LESSEE.

WITNESSETH THAT for and in consideration of the undertakings and obligations of the parties hereto, it is hereby agreed as follows:

1. LESSOR hereby leases to LESSEE a condo # \_\_\_\_\_ 5451 Bethel Church Rd. Columbia, Missouri 65203. Said schedule hereby being made a part of the Lease, for a term of \_\_\_\_\_, commencing on the \_\_\_\_ day of \_\_\_\_\_, and terminating on the \_\_\_\_ day of \_\_\_\_\_ upon the terms and conditions herein set forth.
2. LESSEE covenants and agrees to pay a monthly rental of \_\_\_\_\_ dollars per month, payable in advance on the 1st day of each month during the term of this Lease; provided, however, that the first month's rent shall be paid at the time of the execution of this Lease and Agreement. All such monthly payments of rent shall be paid on or before the date when due without a period of grace, and if not paid on such date when due, then in addition to other remedies which may be provided by this Lease and Agreement or as may be provided by law, then LESSEE agrees to pay an additional sum of **FIVE Dollars (\$5.00) per day for each day such rent is overdue** as liquidated damages, actual damages being impossible to ascertain. In the case of a bounced check or rent not having been paid by the 10th of the month a credit card on file will be charged for rental amount plus a \$50 fee and late charges due. All rental payments shall be paid to the LESSOR at 5149 Commercial Dr, Columbia, Missouri 65203, or at such other place as LESSOR may, from time to time, direct.
3. Upon the execution of this Lease, the LESSEE shall deposit with the LESSOR the sum of \_\_\_\_\_ Dollars to be held by the LESSOR for the term of this Lease and as a guarantee of the performance by the LESSEE of the agreements of the LESSEE herein contained. LESSOR is hereby authorized to expend such sum, or as much thereof as may be necessary to correct or repair damage done by the LESSEE or LESSEE's guests or invitees, and any such sum which is not so expended by the LESSOR during the term of this Lease or within 30 days thereafter shall be returned to the LESSEE. In the event the damage deposit as provided for herein is not sufficient to repair and restore the damage or loss, then LESSEE covenants and agrees to pay such additional amount upon notification of the dollar amount thereof. This deposit is not to be construed as a payment of any installment of rent due under the terms of this Lease.
4. LESSEE covenants and agrees that these premises shall be used and occupied as a residence and shall not be used for any other purpose whatsoever; provided, however, that this covenant shall not prevent the LESSEE for entertaining occasional guests for limited periods of time.
5. LESSEE agrees that he has inspected said premises prior to the execution of this Lease and finds the same to be in good order, condition, and repair except as may be otherwise noted hereon, and LESSEE further agrees that he will keep said premises in at least as good order, condition, and repair as when so inspected and when first occupied, and will keep said premises free from any debris, trash, or filth, and will not do anything to create a danger of fire or cause an increase in insurance rates or to cause a cancellation of insurance, and upon expiration of this Lease or the termination thereof to surrender possession of the premises and furnishings in as good order, condition, and repair as when received, fair wear and tear excepted.
6. LESSEE agrees not to make any alterations or additions to said premises during the terms of this lease without the prior written consent of the LESSOR.
7. LESSEE shall not assign this Lease or sublease said premises or rent said premises or any portion thereof to another person without the prior written consent of the LESSOR.
8. In the event there are multiple tenants in said premises, each tenant is jointly and individually liable for all obligations and sums due under this Lease and Agreement. A lease violation by one tenant is a violation by all tenants. Notice by LESSOR to any adult tenant is notice to all tenants.
9. Illegal drug trafficking or use of illegal drugs is a violation of law and this Lease, subjecting LESSEE to immediate termination of this Lease and subject to all applicable penalties. In the event LESSEE or any member of LESSEE's family or any of LESSEE's guests, invitees, agents or employees uses or is involved in the use or the distribution of illegal drugs while in LESSOR's property shall be just cause to evict LESSEE.
10. LESSEE shall pay all utilities for said premises when due.
11. LESSOR shall put LESSEE in possession of said premises on the first day of the term hereof, and will permit said LESSEE to quietly and peaceably hold, occupy and enjoy said premises during the term hereof without interference by the LESSOR, provided that LESSEE observes and performs the covenants and agreements herein made by him, and provided further that LESSOR shall be entitled and shall have the right at all reasonable times to inspect said premises for any damage or destruction or to determine whether or not LESSEE is performing and observing the covenants and agreements herein contained, and for the purpose of making any necessary repairs and for a period of one month prior to end of the term of this Lease, shall have the right of access to said premises at all reasonable times for the purpose of showing said premises to prospective tenants.
12. LESSOR shall not be liable for any member of LESSEE's family or any of LESSEE's guests, invitees, agents or employees for any loss, injury or damage to them or their persons or property from any cause whatsoever, except LESSOR's gross and willful negligence.
13. If the said premises are rendered untenable by fire or other casualty, rent shall be reduced proportionally until such time as said premises are wholly tenable, and LESSOR shall proceed without undue delay to render said premises wholly tenable, and if not finished within one month after the date of damage or loss, then LESSEE shall have the option of terminating this Lease immediately thereafter by giving to LESSOR written notice of termination. If the said premises are totally destroyed or rendered wholly untenable by reason of fire or other casualty, then at the option of LESSEE, this Lease shall terminate upon written notice to the LESSOR and a pro rata portion of the prepaid rent shall be refunded to the LESSEE together with any unexpended portion of the security deposit as herein above provided. If the LESSEE does not so elect to terminate, then rent shall be wholly abated until said premises are again ready and fit for occupancy.
14. If LESSEE defaults in the payment or the performance of or compliance with any covenants or agreements herein contained, LESSOR shall, without demand, be entitled to possession of said premises, and LESSEE shall, upon written demand by LESSOR, quit and surrender said premises to the LESSOR, but the LESSEE's obligation to pay rent for the full term shall not be terminated, provided,

however, that LESSEE shall be entitled to credit for any rentals thereafter collected by LESSOR for re-renting said premises during any part of the balance of the term hereof, less any expenses in connection therewith. The remedies provided for herein shall be in addition to the other remedies provided for herein or as provided by law.

15. LESSEE agrees that if LESSOR enforces any provisions of this Lease through court action, LESSEE will pay the LESSOR's attorney fees in reasonable amounts, and court costs.

16. The Rules and Regulations for said premises which are set forth below and by reference incorporated herein are made a part of this Lease, shall be deemed to be covenants and agreements on the part of the LESSEE, and failure to comply with or observe said Rules and Regulations shall be deemed a violation by the LESSEE of his covenants and agreements in this Lease contained.

17. This lease is offered without respect to race, color, religion, sex, national origin, handicap, or familial status.

18. As used herein, the masculine includes the feminine and the singular person includes the plural.

RULES AND REGULATIONS – Violation of any of these rules will result in the loss of security deposit.

1. LESSEE shall keep all areas including driveways, lawn, sidewalks, etc. free from trash, debris, 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 duplex or such other place which the LESSOR may provide, and LESSEE shall not interfere with the use and enjoyment of any such areas by LESSOR or any other tenant. Any removal of trash from the premises by mgmt. will result in a \$50 charge.

2. No pets of any kind, whether animal, fish, bird or reptile, shall be permitted in or around said leased premises without the prior consent of the LESSOR and an **unrefundable fee in the amount of Three-Hundred and Fifty Dollars (\$350) is made plus a monthly pet rent of Twenty Dollars (\$20)**. Pets can not be left outside when LESSEE is not at home.

3. Garbage, trash, waste and debris shall be placed in containers or receptacles and in no other place. Any newspapers, flyers or other materials must not be left in the driveways, lawn or sidewalk for longer than 24 hours.

4. Automobiles of the LESSEE and his guests, invitees or employees, shall not total more than three and shall be parked in regular parking places with a limit of one car on the street and in no other place. No trailer of any kind shall be parked or stored at any place on or around said premises without the prior written consent of the LESSOR.

5. Nails, screws or other devices for hanging pictures or other items on or from the walls or woodwork shall not be permitted without the prior written consent of the LESSOR.

6. LESSEE shall not play any musical instrument or mechanical device or work with power tools in such manner as to disturb LESSOR or other tenants of LESSOR, and LESSEE shall not allow loud, disturbing noises or voices by LESSEE, LESSEE's family, or LESSEE's guests, invitees, agents or employees.

7. LESSEE shall not place or cause to be placed or permit anywhere in or about said duplex on the premises where said duplex is located, any sign, advertisement or announcement whatsoever, but a business or personal card containing the name of the LESSEE may be placed on the outside doors of said duplex and on the mailbox assigned to LESSEE.

8. Plumbing fixtures shall be used for the purposes intended only, and cloths, cardboard or other materials not designed for disposal in this manner shall not be placed in and disposed of in any plumbing fixture, and LESSEE shall be liable for any costs of repair by reason of such misuse.

9. LESSEE shall not paint, wallpaper, or decorate or otherwise change or alter the premises in any manner without written consent of the LESSOR.

10. LESSEE shall not alter, replace or add locks upon any door or window.

11. Waterbeds are prohibited without LESSOR's written approval and certificate of insurance before move-in.

12. At no time can gasoline or highly combustible fuels be stored on the premises.

13. Smoking is not permitted anywhere inside the duplex or within a 50 foot radius by the LESSEE, LESSEE's family, or LESSEE's guests, invitees, agents or employees. Any smoking inside the unit will result in the complete loss of LESSEE's full security deposit.

14. LESSEE is responsible for snow removal of his respective driveway and sidewalks.

15. Upon expiration of lease, LESSEE is responsible for premises to be in move-in condition meaning carpets must be professionally cleaned by Columbia Carpet Cleaning phone number 449-5347, floors and all rooms clean and free of dirt or debris.

STATEMENT OF CONDITION AT TIME OF POSSESSION: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Lease and Agreement in duplicate, the day and year first above written.

LESSOR:

LESSEE:

Walnut Brook

(Print Name)

(Signature)

(Date)

There is an ADDENDUM to this lease agreement. The ADDENDUM must be read and signed in order for the foregoing lease agreement to be valid and executed.