

SAMPLE RESIDENTIAL LEASE AGREEMENT

This Indenture of Lease made this _____ day of _____, _____, by and between _____ (hereinafter called "LESSOR/LANDLORD"), and _____ (hereinafter called "LESSEE/TENANT").

That each of the aforesaid parties acknowledges the receipt of valuable consideration from the other and that each acts herein in further consideration of the engagements of the other as stated below:

1. PROPERTY

That the LESSOR/LANDLORD in consideration of the above hereby leases unto the LESSEE/TENANT the premises located at: _____, in the county of Shelby and the city of Memphis, Tennessee, with the fixtures and equipment therein and the LESSEE/TENANT receives and accepts said premises and contents and agrees to pay the hereinafter prescribed rent therefore, for a period of time as described below.

2. LEASE PERIOD

To have and to hold said premises unto the LESSEE/TENANT for a period of _____ to begin on the following date: _____, and to end on the following date: _____, and after the term will continue thereafter on a MONTH TO MONTH BASIS.

3. AUTOMATIC RENEWAL

This lease is to be automatically renewed for a MONTH TO MONTH period after the regular term of the lease unless either party notifies the other in writing at least 30 days in advance. Notice to vacate given by LESSEE/TENANT must be in the main office of the LESSOR/LANDLORD no less than thirty (30) days before the next renewal payment due date.

4. RENTAL PAYMENTS

The LESSEE/TENANT in consideration of the premises and covenants and/or agreements contained herein agrees to pay said LESSOR/LANDLORD, his heirs, assigns or representative, as rental for said premises \$ _____(dollars), per month.. The first monthly rental payment is due on the date of: _____. Thereafter each successive monthly payment is due and payable on or before the _____ of each month thereafter throughout the term of this lease agreement.

Unless otherwise notified by LESSOR/LANDLORD,

ALL RENT AND PAYMENTS ARE TO BE SENT TO: **Landlord or Property Manager
More 1-2
300 South Lindbergh
Fenton, MO**

In addition thereto, LESSEE/TENANT agrees to pay when due all utility charges accruing or payable in connection with the LESSEE/TENANT’S use of said leased premises during tenancy.

5. LATE CHARGE

IF LESSEE/TENANT IS MORE THAN FIVE (5) DAYS LATE IN MAKING FULL PAYMENT OF MONTHLY RENT, HE/SHE SHALL BE CHARGED WITH A LATE FEE OF _____. LESSEE/TENANT FURTHER AGREES TO PAY AN ADDITIONAL ADMINISTRATIVE CHARGE OF THREE DOLLARS (\$3.00) PER DAY FOR EACH DAY AFTER THE FIFTH DAY LATE THAT RENT IS NOT RECEIVED BY THE OWNER.

IF RENT HAS NOT BEEN RECEIVED BY LESSOR/LANDLORD BY THE TENTH DAY, THE ACCOUNT WILL BE IMMEDIATELY TURNED OVER FOR EVICTION AND COLLECTION PROCEDURE.

6. DISHONORED CHECKS

LESSEE/TENANT understands and agrees that should LESSEE/TENANT choose to pay rent with a check, and such check should be returned to LESSOR/LANDLORD as dishonored, then a reasonable fee of TWENTY FIVE DOLLARS (\$25.00) will be charged to LESSEE/TENANT plus any legal fees, court costs, bank charges, etc., to collect the check. Any payment thereafter received shall be first applied to pay for any such fees incurred, and second to any rent amount that may be owed by LESSEE/TENANT.

In such an event, LESSOR/LANDLORD also reserves the right to demand all future rents and payments thereafter be made in the form of cash or other certified funds, and at his discretion may choose NOT to receive further payments in the form of checks from LESSEE/TENANT.

7. LATE PAYMENTS

LESSEE/TENANT agrees that the LESSOR/LANDLORD may, at his option, extend the time of payment or accept partial payments of monthly rent; however, acceptance of late rental payments, partial payments, or late charges does NOT establish a practice or obligation of accepting future rent and late charges when past due. LESSEE/TENANT understands and agrees that LESSOR/LANDLORD reserves this right, but also understands that LESSOR/LANDLORD rightfully expects ALL monthly rent payments to be made ON TIME and does NOT intend to tolerate otherwise.

8. DEPOSIT

LESSEE/TENANT agrees to make a security deposit with the LESSOR/LANDLORD of \$ _____ (dollars) in cash as security for the payment of the rent herein and the faithful performance by the LESSEE/TENANT of all the terms, conditions and covenants of this Lease Agreement, as well as to indemnify the LESSOR/LANDLORD for any costs or expenses to which LESSOR/LANDLORD may be put by reason of any default by LESSEE/TENANT. It is expressly understood that the sum so deposited is not an advance payment of or on account of the rent herein reserved.

In no event shall the LESSEE/TENANT be entitled to the return of said deposit or any part thereof, until the full term of this lease has properly expired and until LESSOR/LANDLORD has inspected the premises for determining whether the terms, covenants and conditions hereof have been fully performed. Any deposit or remainder thereof will then be returned within 10 days from such time that property has been vacated in accordance with the lease and keys have been returned.

It is further agreed that institution of any legal action shall not effect a cancellation of this lease agreement so as to make sooner recoverable the said sum or any part thereof.

9. OCCUPANTS

LESSEE/TENANT agrees that the above premises will be occupied only by the LESSEE/TENANT and those persons listed below, only as a family dwelling place, and for lawful and moral purposes; furthermore, it is hereby agreed that only the following persons may occupy the aforesaid premises and if any other persons are found to be living on said premises, LESSOR/LANDLORD may declare this lease violated and re-enter, taking over rightful possession forthwith.

Full names of **all** people who will be occupying these premises under the terms of this lease:

Guest(s) staying over 15 days without the written consent of OWNER shall be considered a breach of this agreement.

10. PETS

No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the LESSOR/LANDLORD. Such consent, if granted, shall be revocable at LESSOR/LANDLORD’S option upon giving a 30 day written notice. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$100.00 shall be required along with additional monthly rent of \$0.00 along with the signing of LESSOR/LANDLORD’S Pet Agreement. LESSEE/TENANT also agrees to carry insurance deemed appropriate by LESSOR/LANDLORD to cover possible liability and damages that may be caused by such animals.

11. NOISE

LESSEE/TENANT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another LESSEE/TENANT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.

12. NO SUBLETTING

It is hereby agreed that the assignments and/or subletting of this lease, said premises, or any part of same is strictly prohibited without the prior written consent of the LESSOR/LANDLORD.

13. CONDITION OF THE PREMISES

LESSEE/TENANT has examined and knows the conditions of said premises, and has received same in good, clean order and repair, except as herein otherwise specified, and no representations to the conditions or repair thereof has been made by the LESSOR/LANDLORD prior to, or at the execution of this lease that are not herein expressed or endorsed hereon; upon the termination of this lease in any way, LESSEE/TENANT will yield said premises to LESSOR/LANDLORD in good, clean condition, ordinary wear and tear excepted only.

14. MAINTENANCE BY LESSEE/TENANT

LESSEE/TENANT hereby agrees and covenants not to commit or permit any waste whatsoever, nor to create or permit any nuisance to exist on said premises; nor to permit anything to be thrown out the windows or doors from the balconies of said premises. LESSEE/TENANT further agrees that if a nuisance is created, the LESSOR/LANDLORD may declare a breach of this lease and re-enter and take possession of the premises after giving reasonable notice of his intentions.

It is hereby agreed that changes and/or alterations to the building or premises are prohibited without the prior written consent of the LESSOR/LANDLORD. It is also agreed that LESSEE/TENANT shall not add any alarm systems or change or install any existing or additional locks or locking mechanisms anywhere on premises without prior written consent from LESSOR/LANDLORD.

IT IS HEREBY AGREED THAT ROUTINE REPAIR AND MAINTENANCE OF THE AFORESAID PREMISES IS THE RESPONSIBILITY OF THE LESSEE/TENANT AND THAT THE LESSEE/TENANT SHALL KEEP SAID PREMISES IN GOOD CONDITION AND THE LESSEE/TENANT SHALL BEAR EXPENSE ASSOCIATION WITH NORMAL MAINTENANCE AND REPAIRS INCLUDING, BUT NOT LIMITED TO, MAINTENANCE, REPAIR AND /OR CLEANING OF CARPETS, DRAPES, WINDOW BLINDS, WALLS, CEILINGS, FIXTURES (INCLUDING SINKS AND TOILET BOWLS), WINDOWS, SCREENS, AND SCREEN DOORS. TENANT ALSO AGREES TO BEAR FULL RESPONSIBILITY AND EXPENSE ASSOCIATED WITH THE FOLLOWING IF EVER REQUIRED:

- REPLACEMENT OF BROKEN GLASS
- REPLACEMENT / REPAIR OF BROKEN SCREENS
- REPLACEMENT / REPAIR OF FAULTY FAUCET WASHERS AND FAUCET SEATS

LESSEE/TENANT FURTHER AGREES THAT IN THE EVENT SUCH NORMAL REPAIRS AND MAINTENANCE ARE PROVIDED BY THE LESSOR/LANDLORD, LESSEE/TENANT SHALL REIMBURSE LESSOR/LANDLORD.

LESSEE/TENANT is responsible for the upkeep of any furnace or heater including the cleaning and changing of the filters (if applicable) as needed. LESSEE/TENANT understands that damage to heaters, furnaces and central heating and cooling systems which occurs as a result of not properly cleaning or changing filters is strictly the responsibility of the LESSEE/TENANT.

LESSEE/TENANT is responsible for the care and maintenance of the lawn, shrubbery, and landscaping, and shall bear the expense of maintenance of the same.

15. SPECIAL MAINTAINANCE AND REPAIRS

If such repairs are required, LESSEE/TENANT shall pay (A) \$150.00 for unstopping commodes, (B) for expenses, damages or repair occasioned by the stopping of waste pipes or overflow from bath tubs, commodes, wash basins or sinks and (C) for damage to window panes, window shades, curtain rods, wall paper or any other damage to the interior of the leased premises and LESSEE/TENANT shall commit and suffer no waste to be committed therein and no change or alterations of the premises shall be made or partitions erected nor walls papered nor any decorating or painting without prior consent in writing of the LESSOR/LANDLORD first had and obtained.

LESSOR/LANDLORD shall not be liable for damage occasioned by failure of LESSEE/TENANT to keep premises in good maintenance and repair as explained herein, and shall also not be liable for any damages done or occasioned by or arising from acts or neglects of co-tenants, or other occupants of the same building, or any owners or occupants of adjacent or continuous property.

I, LESSEE/TENANT, hereby agree and fully understand the meaning of this paragraph.

Initials of LESSEE/TENANT _____

16. LESSOR/LANDLORD INSPECTIONS, REPAIRS AND ACCESS

LESSOR/LANDLORD reserves the right to enter the premises at reasonable hours for inspection and repairs/renovations/alterations, and within the period of sixty (60) days prior to the expiration or termination of this lease in order to show the premises to prospective tenants. These rights also extend fully to any agents of LESSOR/LANDLORD that he should deem necessary or appropriate.

17. FIRE / ELEMENT DAMAGE

If the premises should be wrecked or destroyed by fire or by the elements or other causes so as to render them unfit for occupancy, or if the furnishings, if any, of the LESSOR/LANDLORD be so damaged or destroyed as to be rendered unfit for use, this lease may thereupon be terminated at the option of LESSOR/LANDLORD; but should the LESSOR/LANDLORD elect to repair or reconstruct said premises, and replace or repair said furnishings, he shall do so as speedily as possible. Should the damage be determined to be so extensive as to render the premises untenable, then the rent or a just and proportionate part thereof, according to the nature and extent of the damage shall cease until the same shall be repaired by LESSOR/LANDLORD, but the LESSEE/TENANT shall in no case be entitled to compensation or damage on account of annoyance or inconvenience in making said repairs, or on account of such destruction.

18. SMOKE DETECTORS

LESSEE/TENANT acknowledges the presence of a working smoke detector in the premises, and agrees to test the detector weekly for proper operation, and further agrees to replace any batteries (if so equipped) when necessary. LESSEE/TENANT further acknowledges that he/she understands how to test and operate the smoke detector in this Property. LESSEE/TENANT also agrees to repair or replace any inoperative smoke detector immediately should it fail to operate properly during any test.

Initials of LESSEE/TENANT _____

19. GENERAL RULES AND REGULATIONS

(a) **Locks and Burglar Alarms:** LESSEE/TENANT is prohibited from adding locks to, changing or in any way altering locks installed on the doors of the Property without written permission of LESSOR/LANDLORD. If the addition or changing of such lock is permitted, it is mandatory that LESSEE/TENANT shall immediately provide LESSOR/LANDLORD with keys to such locks. LESSEE/TENANT is prohibited from installing a burglar alarm, changing or in any way altering any existing burglar alarm installed on the Property without written permission of LESSOR/LANDLORD. If the installation or changing of such burglar alarm is permitted, it is mandatory that LESSEE/TENANT shall immediately provide LESSOR/LANDLORD with all codes to such burglar alarm. LESSEE/TENANT agrees that LESSOR/LANDLORD is not liable for any unauthorized entry into dwelling of any kind whatsoever.

(b) **Utilities:** LESSEE/TENANT is responsible for payment of all utilities, to include water, sewage, garbage collection, cable TV, electricity, gas, local telephone service; even if the bills remain in LESSOR/LANDLORD's name. Failing to pay the utility bills will be interpreted as a default and a violation of this Agreement. Any installation costs are the responsibility of LESSEE/TENANT. Any wall jacks, telephone or cable installation shall remain with the Property.

(c) **Telephones:** LESSEE/TENANT shall obtain a home telephone and must supply LESSOR/LANDLORD with home and work telephone numbers immediately and agrees to immediately notify LESSOR/LANDLORD of any change of numbers during the term of this Agreement.

(d) **Storage:** No goods or materials of any kind or description which are combustible or would increase fire risk, shall be stored on the Property. Any storage shall be at LESSEE/TENANT's risk and expense,

LESSOR/LANDLORD shall not be responsible for any loss or damage.

(e) Walls: No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork, or any part of the Property.

(f) GOOD HOUSEKEEPING IS EXPECTED OF EVERYONE: LESSEE/TENANT agrees to keep the Property in a clean and sanitary condition, and to remove any trash or rubbish as it accumulates.

(g) Pest Control: LESSEE/TENANT assumes the responsibility for keeping the premises free of all insects and pests, inclusive but not necessarily limited to roaches, water bugs, rodents, raccoons, squirrels, moths, termites or other insect life, and assumes the risk of all damages resulting, and neither the LESSOR/LANDLORD nor the LESSOR/LANDLORD'S agent shall be liable or responsible for damages or injury to the furnishings, wearing apparel or personal belongings or the LESSEE/TENANT or other occupants of this property from such sources.

(h) Furnace maintenance: LESSEE/TENANT shall change furnace filter(s) monthly during the heating/cooling season.

(i) Smoke alarm: LESSEE/TENANT shall keep smoke alarm(s) and fire extinguisher (if provided) in working order including replacing the battery as needed. LESSEE/TENANT accepts any liability associated with the use and upkeep of all such devices and understands how to and agrees to test same.

(j) Kerosene Heaters and Appliances: LESSEE/TENANT agrees not to use any form of Kerosene space heater in the dwelling.

(k) Water beds: LESSEE/TENANT shall not have or keep any water bed or other liquid-filled furnishing in the dwelling without prior written permission of LESSOR/LANDLORD. A condition of approval is a waterbed insurance policy paid by LESSEE/TENANT with LESSOR/LANDLORD listed as loss payee.

(l) Vehicles: Vehicles shall NOT be parked on lawn at any time. Non-operative vehicles are not permitted on Property. Any such non-operative vehicle may be removed by LESSOR/LANDLORD at the expense of LESSEE/TENANT, for storage for public or private sale, at LESSOR/LANDLORD's option, and LESSEE/TENANT shall have no right of recourse against LESSOR/LANDLORD thereafter.

(m) Yard care: LESSEE/TENANT will be responsible for maintaining the lawn, bushes, and trees in a neat and attractive manner. If not cared for, LESSOR/LANDLORD has the right to have this done professionally and LESSEE/TENANT herewith agrees to pay the cost for same.

(n) Gutters: LESSEE/TENANT shall have gutters cleaned each fall or as needed.

(o) Basements: LESSOR/LANDLORD in no way warrants any basement against any leakage of any kind at any time.

(p) Septic: If residence has septic tank, LESSEE/TENANT shall not abuse system; do not deposit tobacco, coffee grounds or unnecessary food or other wastes or materials, including diapers and sanitary napkins, down sinks or commodes. LESSEE/TENANT shall regularly add septic tank treatment, available at home supply stores, to the system to keep it operating properly and efficiently. LESSEE/TENANT is prohibited from adding a garbage disposal to any house, which has a septic system.

Initials of LESSEE/TENANT _____

20. DEPARTURE

LESSEE/TENANT hereby agrees to deliver the premises to the LESSOR/LANDLORD at the expiration or termination of this lease agreement in good order and condition and to make good any and all damages to said premises inclusive of carpets if applicable. LESSOR/LANDLORD expects LESSEE/TENANT to deliver premises at such time in good condition comparable to its original state at the beginning date of this lease agreement – ordinary wear and tear excepted only.

In the event the premises are vacated prior to the expiration or termination of this lease, or any extension thereof LESSEE/TENANT agrees to pay LESSOR/LANDLORD all rents which would have been due had LESSEE/TENANT occupied said premises until the expiration or termination of this lease and further agrees to indemnify the LESSOR/LANDLORD for any expenses incurred as a result of LESSEE/TENANT'S early departure.

21. DEFINITION OF DEPARTURE

Departure is CONSTRUED as one of the following:

1. Utilities have been removed from the name of the LESSEE/TENANT.
2. LESSEE/TENANT has not occupied the property for 15 days; thus departure has been established by abandonment.
3. LESSEE/TENANT notified LESSOR/LANDLORD of date they would cease to occupy the property. It will be construed that departure has occurred on this date.
4. Other unusual circumstances that may be construed at the LESSOR/LANDLORD'S discretion that departure has occurred.

22. LESSEE/TENANT'S POSSESSIONS

It is hereby agreed that during the terms of this lease, LESSOR/LANDLORD does not assume responsibility for any of LESSEE/TENANT'S furnishings or possessions, wherever they may be kept on the premises, for any cause whatsoever.

LESSEE/TENANT acknowledges that LESSOR/LANDLORD'S insurance does NOT cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall LESSOR/LANDLORD be held liable for such losses. LESSOR/LANDLORD strongly recommends that LESSEE/TENANT purchase at LESSEE/TENANT'S expense an insurance policy commonly known as a "Renter's Insurance Policy" on behalf of and to help protect any of the LESSEE/TENANT'S furnishings or possessions from theft, damage, or any other unwanted occurrence.

It is also hereby agreed that after departure from premises, the LESSOR/LANDLORD is not responsible for any LESSEE/TENANT'S possessions, and LESSEE/TENANT waives claim for damages suffered.

LESSEE/TENANT also agrees not to remove or attempt to remove any personal property on the premises while there remains unpaid any portion of the rent, whether due or to become due; but if any attempt is made to remove any of the

personal property referred to, the LESSOR/LANDLORD shall be authorized and empowered to seize and retain such property until he is fully paid for such rent as is or shall become due under the terms of this lease.

23. RECOVERY OF POSSESSIONS

After departure, LESSOR/LANDLORD may enter unit and remove any and all possessions of LESSEE/TENANT; and after making a reasonable attempt to observe any of the conditions herein made, assumed by him, including his covenant and agreement to pay rent, this lease may be forfeited and voided at the option of the LESSOR/LANDLORD or his agent, without any demand or notice of the LESSEE/TENANT. DEMAND AND NOTICE HEREBY EXPRESSLY WAIVED unless otherwise provided by law.

24. NOTICES

LESSOR/LANDLORD may serve any notice, required or desired to be given hereunder, on LESSEE/TENANT personally, or by sending the same through the United States Postal Service, postage prepaid, to the address of LESSEE/TENANT specified herein.

25. WAIVER OF NOTICE

All covenants, agreements, and obligations herein are also to be construed as conditions. If LESSEE/TENANT should fail to perform or observe any of the conditions herein made, assumed by him, including his covenant and agreement to pay rent, this lease may be forfeited and voided at the option of the LESSOR/LANDLORD or his agent, without any demand or notice to the LESSEE/TENANT. DEMAND AND NOTICE HEREBY EXPRESSLY WAIVED unless otherwise provided by law. Lessee/Tenant and/or all other occupants waive the right of thirty day notice of eviction.

Initials of LESSEE/TENANT _____

26. COLLECTION OF EXPENSES

In the event that LESSEE/TENANT should fail to pay any rent, fees or charges owed to LESSOR/LANDLORD, or to comply with any of the other covenants or conditions of this lease or of the Rules and Regulations governing tenancy, or to default on the terms of this lease agreement in any way, if action should be brought or notice served on account thereof to enforce the payment or rent herein, or to recover possession of the premises, or to enforce any provision of this lease, or to obtain damages, LESSEE/TENANT AGREES TO PAY LESSOR/LANDLORD REASONABLE COSTS AND EXPENSES IN SAID ACTION OR FOR SAID NOTICE, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, COLLECTION FEES, PROCESS SERVICE FEES, ETC., WHETHER OR NOT SUCH ACTION PROCEEDS TO JUDGMENT.

27. TRANSFER OF LEASE

LESSEE/TENANT understands that LESSOR/LANDLORD has the right to transfer this rental agreement to an agent or a new owner without the consent of the LESSEE/TENANT.

28. RENTAL INCREASES

It is understood that the LESSOR/LANDLORD may increase the amount of the monthly rent provided herein at any time during the existence of this lease or any extension or renewal thereof by giving thirty (30) days written notice to the LESSEE/TENANT prior to the effective date of the increased rental. It is further understood that should LESSEE/TENANT not wish to remain on premises under the increased rental, then he may terminate this agreement by giving thirty (30) days written notice to the LESSOR/LANDLORD prior to the effective date of the increased rent. It is further agreed that if within fifteen (15) days from the giving of any rental increase notice by LESSOR/LANDLORD, the LESSEE/TENANT has not provided appropriate written notice to the LESSOR/LANDLORD of his refusal to accept the change in rent and of his intention to terminate this contract and vacate the premises at the end of the time specified in the notice from the LESSOR/LANDLORD, then the LESSEE/TENANT shall be bound by the change in rent contained in the notice from the LESSOR/LANDLORD, and the balance of this RENTAL AGREEMENT shall remain in full force and effect as if no other changes had been made.

29. INVENTORY

The following items are contained on the premises and are NOT owned by, but may be used by LESSEE/TENANT during the term of this lease agreement:

30. CO-TENANTS JOINTLY & SEVERALLY

Where this lease agreement is signed by more than one person as "LESSEE/TENANT", all such persons shall be both jointly and severally liable for the payment of the agreed rents and fees and for the performance of all covenants to be kept by LESSEE/TENANT hereunder. Each party acknowledges that he had read this lease and agrees to the terms herein contained, and hereby acknowledges receipt of a copy of this lease agreement.

31. PARTIAL INVALIDITY

Nothing contained in this Agreement shall be construed as waiving any of the LESSOR/LANDLORD'S or LESSEE/TENANT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

32. SPECIAL NOTICE

LESSEE/TENANT hereby agrees that after signing the above lease and making appropriate deposit, if for any reason LESSEE/TENANT fails to carry through with the terms of this lease agreement, LESSEE/TENANT fully forfeits the entire deposit amount of \$_____.

