

At Home Real Estate Services of SW MO

1628 S Campbell • Springfield, MO 65807
(417) 832-0885

1. Standard Residential Lease Page 1

1.1 PARTIES AND TERM

THIS AGREEMENT made and entered into on 07/07/2021 between At Home Capital Investments LLC, herein referred to as Lessor (All owners and property managers of the leased premises and all their agents, employees, servants, invitees, successors and assigns) and Sample Lease herein referred to as Lessee. Lessor leases to Lessee the premises situated at:

1634 S Campbell
Springfield, MO 65807

together with all appurtenances, to commence on 07/09/2021, and to end on 06/25/2022. Thereafter occupancy shall continue on a month-to-month basis, until proper written notice of termination is given by either party in writing. The rental rate for said month-to-month tenancy shall be 110% of the lease amount for the final month of the original term of the lease (or any extension thereof.)

Lessor reserves the right to cancel this residential lease at any time by giving thirty (30) days notice to Lessee.

The move out date on the last month of residency will be no later than the 25th of the month. Last month's rent is not prorated.

Lessee declares that all information provided during the application process is true and correct. Lessee further agrees that the Lessor may terminate any agreement entered into in reliance of misstatements made in the application or supporting documentation.

1.2 RENT

Lessee agrees to pay, without demand, to Lessor as rent for the leased premises the sum of \$1,050.00, per month in advance on the 1st day of each calendar month, payable to:

At Home Real Estate Services at 1628 S Campbell, Springfield, Missouri 65807, or at such other place Lessor may designate.

Cash is not accepted.

Payments will be accepted in the following ways:

Lessee can pay with an ECheck online with their resident portal athome.appfolio.com/connect. (Free)

Lessee can pay with a Money Order or Cashiers Check. (Free)

Payments will be accepted in the following ways for a FEE:

Lessee can pay with a Debit or Credit Card online with their resident portal athome.appfolio.com/connect. The fee for this is determined at the time of the transaction and is paid directly to the processing company and is not refundable in any circumstance.

Lessee can pay with a Personal Check. There is a \$5 administration fee for all personal checks.

Please include your address and printed name on all checks and money orders.

X SL
Sample Lease

1.3 LATE PAYMENT TERMS

Rental payments made by mail will be considered "received" on the day they are received in the office. All payments made after 5:00 pm will be considered "received" on the next business day.

If the rent is not received by the 4th day of the month by 5:00 pm, Lessee agrees to pay an additional late charge of \$25.00 plus \$5.00 per day until all rent is paid in full. All late fees and or other fees addressed in this contract shall constitute additional rent. All amounts paid by the Lessee pursuant to this agreement shall be applied first to any past due and unpaid charges and thereafter to current charges.

1.4 PAYMENT REJECTION FEE

Lessee agrees to pay an additional \$35.00 should any check or online payment (electronic check) be dishonored and returned to Lessor for any reason, including but not limited to NSF.

In addition to all other remedies provided by law or in this Lease Agreement, in the event that 2 payments are returned for insufficient funds or any other reason, Lessor reserves the right to only accept a cashier's check or bank check.

1.5 EVICTION

If an eviction has to be filed, there is an automatic charge of no less than \$400. In situations where the eviction has been filed due to a past due balance, this fee, along with all outstanding charges, including any late fees, will have to be paid before the eviction will be dismissed.

Additionally, while Lessee is under eviction all funds due must be paid via Cashier's Check.

1.6 SECURITY DEPOSIT AND FEE AGREEMENT

Upon execution of this lease, Lessee deposits with Owner/Lessor/Management and/or Assigns, a Security Deposit in the amount of \$800.00 receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, on the full and faithful performance by Lessee of the provisions hereof. Upon the occurrence of any default by Lessee, Lessor may, at Lessor's option, from time to time, without prejudice to any other remedy available to Lessor, use such funds to the extent permitted by law and deemed necessary by Lessor to cure such default and to reimburse Lessor for any damage, injury, expense or liability caused to Lessor by such default, and Lessee shall pay to Lessor on demand the amount so applied in order to restore the Security Deposit to its original amount.

The Security Deposit shall be held by **At Home Real Estate Services of Southwest MO**. Such deposit may be commingled with Lessor's other funds when held by Lessor and is not an advance payment of rental or a measure of Lessor's damages in case of default by Lessee. Security Deposit will be held as security for the full and faithful performance of the terms of the Lease and against damage to property, furniture, appliances, and carpet (reasonable wear and tear accepted). **One Hundred and Fifty Dollars of the Deposit is considered non-refundable and is considered to be a Restoration Fee.** The Security Deposit will be returned to Lessee within 30-days after termination of the Lease and delivery of possession to Lessor as long as: (a) all obligations of Lessee have been performed, (b) the Lease term has been fulfilled, and (c) the Premises are not damaged and are left in their original condition, suitable for occupancy by subsequent tenants. (d) Lessee has delivered possession of the leased premises to Lessor or Lessor's agent by giving back all keys and garage openers on or before the termination date of this Lease. Retention of said Security Deposit shall not prevent Lessor from recovering additional charges for damages.

1.7 FORWARDING ADDRESS

If Lessee gives Lessor an incorrect or incomplete forwarding address or does not give Lessor a forwarding address, Lessor, Management and/or Assigns, shall mail such Security Deposit to Lessee's last known mailing address. If the mailing is returned as "No Forwarding Address", and Lessor is unable to determine Lessee's new mailing address within 60 days from the date of termination of residency, said Security Deposit shall become the unconditional property of Lessor. If Lessee does not cash or deposit a refunded Security Deposit check issued to Lessee by Lessor, Management, and/or Assigns within 90 days of issuance, the check shall become VOID and Lessor, Management and/or Assigns shall have the right to redeem the funds and will not be re-issued to Lessee and will instead revert back to Lessor's account.

1.8 NOTICE OF TERMINATION

Lessee shall give Lessor **(30) Thirty days** written notice of intent to vacate on or before the first day of the month prior to the expiration of the lease term, or any extension or renewal thereof. Verbal notice is not sufficient under any circumstances. **Notice must state the names of all Lessees, the address of the leased premises, the date Lessee's belongings will be out of the leased premises, and Lessee's forwarding address.** Failure to comply in full with the terms of the provision shall result in the immediate assessment of a sum equal to the security deposit plus an amount equal to the rent due for the remainder of the lease term and for any liquidated damages, or Lessee(s) can avail themselves to the agreed-upon buy out options (if applies) in the Buy-Out Section of this lease contract.

1.9 KEY RETURN/WALK THRU

Lessee may be present at the walk-thru inspection to be held at a specified and mutually predetermined time and place (as requested in writing) no later than the last business day of the rental period. **No determination of the damage charges and/or the amount of the deposit to be returned will be made at the time of the walk thru.**

Failure by Lessee to deliver keys and possession of said rental unit to Lessor on or before NOON on the last day of the rental period (unless otherwise agreed upon in writing prior to the end of said term) will result in charges of **\$250.00 (Two Hundred and Fifty) Dollars** per day in holdover rent with a capped rate equal to 200% of the monthly rental rate for each month the Lessee is in holdover.

1.10 HOLDOVER BY LESSEE

In situations where notice has been given (by either party) and the Lessee does not return possession of the property back to the Lessor by noon on the lease end date, the Lessee shall be considered to be in holdover and agrees to pay \$250.00 (Two Hundred and Fifty) Dollars per day in additional rent with a capped rate equal to 200% of the monthly rental rate for each month the Lessee is in holdover.

1.11 SURRENDER OF PREMISES

At the expiration of the lease term, Lessee shall quit and surrender the leased premises in as good a state and condition as the premises were at the commencement of this lease, with the exception of reasonable wear thereof. **Lessee must turn in all keys to Lessor ON OR BEFORE the termination date of this lease AT NOON.**

1.12 USE OF PREMISES

The leased premises shall be used and occupied by Lessee exclusively as a private residence for the adult individuals listed as Lessee in Section 1.1 only, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the leased premises, and the sidewalks connected thereto, during the term of this lease. Occupancy is limited to two people per bedroom.

1.13 ONLY LESSEE MAY RESIDE

It is expressly understood by Lessee that only the individuals who signed and are a party to this lease may reside in the leased premises. Lessee shall not allow any other person to stay in the leased unit for more than 7 days in a given month. If Lessee allows another person to live in the leased premises without Lessor, Management and/or their Assign's consent, Lessee shall be responsible to pay **DOUBLE RENT** prorated from the date that the unauthorized resident is found to be in the property. Upon discovery of unauthorized resident(s), Lessee shall be deemed in breach of lease, and the Lessor shall have the right to begin legal proceedings.

1.14 ASSIGNMENT AND SUBLETTING

Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

By initialing below, you acknowledge and agree to the terms in Section 1.

X SL
Sample Lease

2. Standard Residential Lease Page 2

2.1 NOISE/DISTURBANCE AGREEMENT

1. Lessee shall not allow any disturbances in or on the leased premises, either by Lessee or by Lessee's guests, that may disturb or annoy any of the neighbors.
2. No loud, noisy parties or beer kegs are allowed on the property at any time.
3. Any type of harassing, abusive, or threatening behavior towards At Home Real Estate Services or its employees is prohibited; including, but not limited to repeated harassing, abusive, or threatening phone calls/emails.

2.2 RIGHT OF ENTRY

Lessor shall have the right to enter the leased premises with or without notice to Lessee at any time in case of an emergency, as determined by the Lessor. (for example, gas or water leak from the unit or adjoining unit, etc.)

Lessor shall have the right to enter the leased premises with reasonable notice to Lessee at any reasonable time.

2.3 DISPLAY OF SIGNS

Once notice has been given, Lessor or Lessor's agent shall have the right to display the usual "For Sale" or "For Lease" or "Vacancy" signs on the leased premises and of showing the property to prospective purchasers or Lessees.

Lessee agrees to allow the property to be shown by Lessor, their agent or assigns with reasonable notice and further agrees to keep the property clean and tidy during a scheduled showing.

2.4 SUBORDINATION OF LEASE

This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the leased premises by Lessor, all advances made under such liens or encumbrances, such interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

2.5 COLLECTION COSTS AND ATTORNEY FEES

Lessee agrees to pay Lessor as additional rent all costs of collection and all attorney fees incurred by Lessor in enforcing the terms of this lease, including all such costs and fees incurred in any action for rent and possession of the premises. As consideration of this Lease, the Lessee further agrees to pay all attorney fees for Lessor in defending any suit brought by Lessee in the event a lawsuit is filed by Lessee for a refund of the deposit and Lessee does not recover substantially all of the sums prayed for in the lawsuit. LESSEE HEREBY AGREES TO WAIVE A JURY TRIAL IN SUCH CASE, AS PART OF THE CONSIDERATION OF THE SIGNING OF THIS LEASE. The undersigned understands and agrees that a collection fee of up to 40% of any defaulted balance will be added to the total amount due to the lessor should this account enter default and have to be placed with a third party collections firm for resolution.

X SL
Sample Lease

2.6 DEFAULT

In the event Lessee shall fail to keep and perform each and every agreement, provision, and covenant contained in this lease then, in addition to all Lessor's remedies in Missouri law or in equity, Lessor may declare this lease to be in default, in which event it is agreed that the lease term hereunder shall immediately thereupon terminate and expire without further notice. Furthermore, all rents due for the term of this lease shall be due and payable upon demand by Lessor and Lessor shall be entitled to immediate possession of the leased premises, and Lessee shall vacate and have no further rights and interests under this lease. Lessee further agrees that, following default hereunder or abandonment of the premises, Lessor shall have no duty to store, preserve or safeguard any of Lessee's personal property remaining in the leased premises, and Lessor is specifically authorized to set the same anywhere outside the leased premises or to otherwise dispose of same. Lessee further agrees that the Lessor's failure to strictly enforce any terms of this lease shall not result in a waiver of the Lessor's right to subsequently strictly enforce such terms.

2.7 NON-REFUNDABLE FEES

If the Lessee pays Last Month's Rent it shall only be applied upon the completion of all terms of the lease. If all terms of the lease are not completed the funds paid towards Last Month's Rent shall be considered a non refundable fee.

All credits given for a Move-In or Renewal special will immediately become due and payable if Lessee does not fulfill all lease terms.

With regard to the non-refundable fees, Lessee acknowledges that they are a part of the rent, and will be kept and retained by Lessor in all circumstances.

Non-refundable fees include.

- Application Fees
- \$150 Restoration Fee (Held from Deposit)
- All Rents Paid
- Pet Fees (If Applies)
- Lease Option Fees (If Applies)
- Last Month's Rent (If all terms of the lease are not completed)

2.8 PETS/ANIMALS

Lessee shall keep no domestic or other animals on or about the leased premises without the written consent of Lessor. If any unauthorized animals are found on the property, a fee of \$800.00 will be immediately assessed to the Lessee, and the animal must be removed immediately. Lessee shall continue to be charged additional unauthorized pet fees of \$400.00 monthly until the situation is resolved to the satisfaction of Owner/Lessor. Should the unauthorized animal be approved by Owner/Lessor, all unauthorized pet fees will still be due and shall not be applied towards any fees associated with the approval process. Upon discovery of unauthorized animal, Lessee shall be deemed in breach of lease and Owner/Lessor shall have the right to immediately begin legal proceedings up to and including eviction.

The fee will be assessed even in cases where the situation is temporary or the animal is visiting.

In order for a pet to be submitted for approval, the pet must be over the age of 12 months, and vet records and a photo of the pet must be sent to Lessor for review.

All pets must be approved in writing and a pet addendum signed and added to the lease before any pet will be allowed on the property. If the Lessee is approved with a pet and at a future date would like to replace that pet the same approval process must be followed. Acceptance of one pet does not constitute the acceptance of any other pet. The \$800.00 fee and subsequent \$400.00 monthly fee will apply to any non approved pet even in cases where another pet has been approved.

X SL
Sample Lease

2.9 ESA/SERVICE ANIMAL

No animal shall be considered an Emotional Support Animal (ESA) or Service animal until the proper documentation of the disability-related need has been provided to the Owner/Lessor, except in such situations where the disability is readily apparent. In all situations, the ESA or Service animal addendum must be signed by all parties.

2.10 ABANDONMENT

If at any time during the term of this lease Lessee abandons the leased premises or any part thereof, Lessor may, at Lessor's option, enter the leased premises by any means without being liable for any prosecution, therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatsoever, and may, at Lessor's discretion, re-let the leased premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting. If the Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so. Lessee agrees that if Lessee is delinquent in the payment of rent for a period of more than ten (10) days, and in the further event that Lessor, in the exercise of reasonable diligence, is unable to contact Lessee to discuss the delinquency, the leased premises may be deemed by the Lessor as vacated and abandoned.

2.11 SMOKE DETECTOR

The undersigned Lessee confirms the following regarding the smoke detector:

- 1) The smoke detector is operable at this time.
- 2) Lessee understands the following regarding the testing and maintenance of the smoke detector:
 - **Battery Replacement:** A fresh battery is in the smoke detector at move-in. If a battery becomes weak, it will give a short beep every minute or so. It is Lessee's responsibility to replace the battery as needed. If Lessee is unsure of the size of the battery needed, Lessee shall call the property manager.
 - **Do Not Remove Batteries:** Lessee understands they are not to remove the batteries from the smoke detector.
- 3) Lessee understands that Lessee shall not disconnect or move the smoke detector. Lessee further understands that Lessee shall notify the property manager in writing of any deficiencies in the smoke detector.

2.12 UTILITIES MUST BE KEPT ON

Lessee shall be required to maintain the temperature of the premises between 60 and 85 degrees Fahrenheit. Any damage resulting in the Lessee's failure to maintain these temperatures will be billed to the Lessee(s) and shall be construed as additional rent owed.

Lessor shall not be liable for damages or otherwise, nor shall there be an abatement of rents, nor shall the same constitute an eviction of Lessee, if the furnishing by any supplier of any utility service, telephone service or other services to the premises shall be interrupted, reduced, curtailed, or impaired by fire, accident, riot, strike, act of God, the making of repairs, alterations or improvements, or by any causes

beyond Lessor's control.

Utilities for the leased premises shall not be terminated or transferred out of the Lessee(s) name until midnight on the last day of the lease to assure that the Lessee shall have utilities to clean the apartment. If Utilities are terminated out of the Lessee's name before midnight on the last day of the lease the Lessor reserves the right to immediately take legal action to regain possession of the property.

2.13 PARKING PERMITS/TOWING

Any vehicle of the Lessee's, the Lessee's employee, family, agent, or visitor parked in any posted lot or on any posted street without the proper permit will be towed at the vehicle owner's expense.

Parking permits must be placed in the bottom driver's side of the vehicle's front windshield.

The Lessor receives no compensation for vehicles that are towed and cannot under any circumstance refund any portion of the cost associated with the vehicle being towed. The Lessee agrees to be responsible for any charges incurred from the towing and hold the Lessor harmless.

By initialing below, you acknowledge and agree to the terms in Section 2.

X SL
Sample Lease

3. Standard Residential Lease Page 3

3.1 DRUG FREE HOUSING

In consideration of the execution or renewal of this Residential Lease, Lessor and Lessee agree as follows:

1. Lessee, any member of Lessee's household, or guest or other person under the Lessee's control shall not engage in criminal activity, including drug related criminal activity, on or near the leased premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substances Act 121 U.S.C. 802).
2. Lessee, any member of the Lessee's household, 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 leased premises.
3. Lessee or members of the household will not permit the leased premises to be used for, or to facilitate, criminal activity, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Lessee or member of the household will not engage in the possession, manufacture, sale, or distribution of illegal drugs at any location, whether on or near the leased premises or otherwise.
5. Lessee, any member of the Lessee's household, or a guest or other person under the Lessee control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the leased premises.

3.2 CHOICE OF VENUE CLAUSE

This agreement is governed by and shall be interpreted under the law of the State of Missouri in the event a dispute shall arise between the parties concerning the terms of this agreement and/or the breach thereof, venue shall be proper in Greene County, Missouri.

3.3 BINDING EFFECT

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

3.4 NO SMOKING ALLOWED

Smoking and vaping of any kind is not permitted inside the property including the garage. Any and all damages resulting from smoking inside will be billed back to the Lessee including all remediation required to return the property to an acceptable condition and smell. Smoking is not allowed within 15 feet of any buildings on the premises as it presents a fire danger. All butts, trash, etc. should be disposed of properly and all clean-up costs that may become necessary will be billed back to the lessee.

3.5 MARIJUANA CLAUSE

Lessee agrees and acknowledges that they shall not smoke, bake, manufacture, cultivate, grow, alter, or otherwise produce marijuana for any purpose on the Premises. Lessee, members of Lessee's household, guests, and invitees of the Lessee are prohibited from smoking, baking, manufacturing, cultivating, growing, altering, or otherwise producing marijuana for any purpose on the Premises or elsewhere in or about the Building or Apartment Complex, including but not limited to, hallways, stairwells, foyers, lobbies, decks, patios, exterior landings, entrances, exits, rooftops, fire escapes, balconies, basements, storage areas, parking areas, driveways, lawns, gardens, and adjoining grounds. Lessee acknowledges the smoking, baking, manufacturing, producing, or allowing of marijuana on the Premises may create or cause odors that are a nuisance to neighbors and other residents in and around the Premises and is grounds for eviction.

3.6 RENTER'S INSURANCE

Renter's insurance is required.

The Lessee understands that there is no circumstance in which the Lessor's/Owner's/Landlord's and or Management's insurance covers Lessee's personal property for ANY type of loss or damage.

The Lessor will hold Lessee responsible for refurbishing any/all damage to the leased premises resulting from Lessee's negligence. This includes any portions of the property including but not limited to interiors, outside common areas, yards - including landscaping, which may become damaged by Lessee or Lessee's guests.

Lessor requires the following:

1. Lessee, at its sole cost and expense, shall at all times during the term of the Lease maintain general liability coverage for the acts and omissions of Lessee in the minimum amount of \$100,000 (on a per-occurrence basis).
2. The Policy shall list Lessor as a "Named Insured" or "Additional Interest" on the Declarations page of the Policy and provide that Lessor shall receive written notice no less than thirty (30) days prior to the expiration or termination of the Policy.
3. The Policy must extend coverage for negligent water damage Lessee may cause to Lessee's unit of possession.
4. In the event that Lessee fails to obtain and maintain the Policy as required herein, Lessor shall have the right, to charge a non-compliance fee in the amount of \$15 a month which shall be deemed to be additional rent under the Lease and will be immediately due and payable by Lessee.
5. IN THE EVENT THAT LESSEE IS IN DEFAULT OF THIS REQUIREMENT AT ANY TIME THE LESSEE AGREES NOT TO HOLD THE LESSOR LIABLE FOR ANY DAMAGE TO PERSON OR PROPERTY.

X SL
Sample Lease

3.7 LOCKOUTS

There will be a \$75 fee charged for lockouts. It is the Lessor's option to assist with lockout and may instruct the Lessee to call a locksmith.

If the lockout occurs during normal business hours, the Lessor may offer the option to check out a key from the office (key must be returned to the office within 24 hours of check out).

3.8 WAIVER OF LIABILITY

LESSEE AGREES THAT ALL OWNERS AND PROPERTY MANAGERS OF THE LEASED PREMISES AND ALL OF THEIR AGENTS, EMPLOYEES, SERVANTS, INVITEES, SUCCESSORS, AND ASSIGNS SHALL NOT BE LIABLE TO THE LESSEE, LESSEE'S FAMILY, GUESTS, INVITEES, SERVANTS, OR OTHERS FOR INJURY TO OR DEATH OF ANY PERSON OR PET, NOR FOR LOSS OR DAMAGE TO PROPERTY OCCURRING IN OR ABOUT THE LEASED PREMISES FROM ANY CAUSE WHATSOEVER EVEN IF SAID DAMAGES, INJURIES OR DEATHS ARE ALLEGED TO BE THE FAULT OF, OR CAUSED OR CONTRIBUTED TO BE CAUSED BY THE NEGLIGENCE, CARELESSNESS, OR FAULT OF ANY OR ALL OWNERS, AND PROPERTY MANAGERS OF THE LEASED PREMISES AND ALL OF THEIR AGENTS, EMPLOYEES, SERVANTS, INVITEES, SUCCESSORS, AND ASSIGNS.

X SL
Sample Lease

3.9 ELECTRONIC SIGNATURE AGREEMENT

By creating the online resident portal with At Home Real Estate Services through Appfolio (hereafter referred to as the "Lessor"), Lessee is able to sign this Contract electronically. Lessee agrees that their electronic signature is the legal equivalent of their manual signature on this Contract.

3.10 CONSENT TO ELECTRONIC DELIVERY

Lessee specifically agrees to receive "Electronic Communications" from the Lessor. The term "Electronic Communications" includes, but is not limited to, any and all current and future notices and/or disclosures that the Lessor may provide to the Lessee, as well as any other documents, statements, data, records, and any other communications regarding the Lessee's relationship to the Lessor. Lessee agrees that Electronic Communications provided by the Lessor will constitute reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such Electronic Communication fully satisfies any requirement that such communications be provided in writing or in a form that may be kept.

3.11 SEVERABILITY

The provisions of this Lease shall be deemed severable. If any part of this Lease shall be held unenforceable by any court of competent jurisdiction, the remainder shall remain in full force and effect, and such unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.

3.12 REAL ESTATE AGENCY DISCLOSURE

Lessee acknowledges the Agent, Manager, their Employees and Subcontractors work on behalf of Lessor as a limited agent for Lessor. That the source of any commission or payment made to Agent or Manager is from Lessor and that information given to Agent or Manager by Lessee may be disclosed to Lessor. Lessee further acknowledges that Agent or Manager made disclosure of the agency status prior to or at the time personal or financial information was taken from the Lessee by Agent or Manager, and in all other instances, Agent or Manager made disclosure of this status to Lessee no later than the first showing of the rental property. Lessee(s), by signing below, confirm that disclosure of the undersigned agents/licensee(s) brokerage relationship, as required by law or regulation was made to tenant/landlord by said licensee(s) not later than the first showing of the premises, upon first contact, or immediately upon the occurrence of any change to their relationship.

Lessee hereby acknowledge(s) having received a copy of the Missouri Broker Disclosure Form and fully understand the representation choices available to them in the State of Missouri.

By initialing below, you acknowledge and agree to the terms in Section 3.

X SL
Sample Lease

4. Pest Addendum

4.1 BED BUGS

Due to the reemergence of Cimex Lectularius (more commonly known as "Bed Bugs") throughout the United States, Lessee and Lessor agree to the following :

To the best of the Lessor's knowledge, the property is free of Bed Bugs, and there are no signs to indicate an infestation.

The failure of Lessee to report any bed bugs infestation within the property within 10 days after move-in, and the exercise of reasonable diligence, shall be an acknowledgment by Lessee that the Property is acceptable and bed bug-free.

Lessee claims their furnishings, possessions, and personal property are free and clear of bed bugs and or their eggs.

In the event the property or any other properties adjacent to the property has become infested, Lessee agrees to comply with all the recommendations and requests from the pest control company.

Lessee agrees to indemnify the Lessor and hold harmless from any actions, claims, losses, damages, and expenses including but not limited to attorney fees, court costs, and pest control eradication fees that the Lessor may incur.

It is further agreed that the Lessor shall not be liable for any loss of personal property to the Lessee, as a result of any bed bug infestation. Further, should any infestation occur the Lessee will not only be held financially responsible for the treatment of their property but that of any other residence within the same building should the infestation migrate.

If at any time during the lease agreement the Lessee has a bed bug infestation the Lessee agrees to notify the Lessor immediately in writing.

The Lessee agrees to be held financially responsible for the eradication of any infestation found after 10 days of taking possession of the property.

4.2 PESTS

Lessee shall be responsible to keep said premises free from all pests at Lessee's expense, including but not limited to: ants, wasps, mice, roaches, fleas, bedbugs, spiders, etc. **after 10 days of taking possession** of said premises and through the end of their tenancy, which shall end when possession of premises is surrendered back to Landlord, their agents and/or assigns and the move-out inspection has been completed by Management.

By initialing below, you acknowledge and agree to the terms in Section 4.

X SL
Sample Lease

5. Utility, Appliance, Yard, and Additional Information

5.1 UTILITY, APPLIANCE, YARD, AND ADDITIONAL INFORMATION

UTILITY INFORMATION:

Lessee shall, at Lessee's own expense, provide the following utilities and/or services:

Electric, Gas (if applicable), Water, and Sewer - Provided by City Utilities (417-863-9000)

Trash Service

Change air filters every 30-60 days

Keep the grass watered, alive, mowed, and trimmed/edged

Use reasonable care to preserve the aesthetics and functionality of gutters, shrubs, fence lines and flower beds

Snow Removal

All other elected services

ITEMS NOT PERMITTED:

Gas and/or Charcoal grills are not permitted within 15 feet of this property

No boats, trailers, or any vehicle will be parked on the lawn

No boats, trailers, or larger trucks parking allowed where they are visible from the street.

PERSONAL PROPERTY THAT COMES WITH THE LEASED PREMISES:

The following appliance and/or furniture are leased to Tenant(s) for the period of Tenant's rental agreement or lease on the following basis: Tenant agrees, by signing this agreement, that all appliances and/or furniture within are accepted by Tenant as being in good working order and repair. Tenant shall maintain said appliances and/or furniture in good working order at his/her expense and leave them with the property in clean and good working condition.

Appliance or Furniture Description / Condition / Location:

1. Refrigerator / Working – If equipped with ice maker, ice maker is not maintained / Kitchen

2. Stove / Working / Kitchen

3. Dishwasher / Working / Kitchen

4. Fireplace / Provided - Maintained at Owner's Discretion; Resident responsible for safety inspection and cleaning before use / Living room

FIRE EXTINGUISHER INFO:

Lessee shall be responsible for providing their own fire extinguisher.

Lessee has been provided with the "General Fire Extinguisher Instructions" for use of fire extinguisher, which can be found here: <http://tinyurl.com/m6ot2t6>

ITEMS THAT MUST BE RETURNED TO THE OFFICE AT MOVE OUT:

Entry Keys: 0

Door Keys: 2

Mailbox Keys: 0

Laundry Keys: 0

Garage Openers: If applicable minimum of 1

Pool key: 0

Other: 0

Failure by Lessee(s) to turn in all keys and garage door openers will result in a charge of \$50 per opener and \$10 per key not turned in to management at move-out. Also, Lessee(s) must pay a \$10 per key and \$50 per garage door opener fee for all lost keys/openers.

5.2 ADDITIONAL YARD CARE INFORMATION

In all situations where the Lessee is responsible for yard care, the Lessor reserves the right to charge up to \$50 per hour to address any portion of the yard care that is not being maintained by the Lessee. This includes but is not limited to, Trees, Bushes, Grass Mowing, Edging, Trash Pick up, Sticks, Leaves, etc.

5.3 POOLS AND TRAMPOLINES

Above ground pools and/or trampolines are not permitted on any property or yard belonging to the property.

By initialing below, you acknowledge and agree to the terms in Section 5.

X SL
Sample Lease

6. Maintenance

6.1 MAINTENANCE AND REPAIR

Lessee will, at Lessee's sole expense, keep and maintain the leased premises in good sanitary condition and repair during the term of this lease and any renewal thereof.

Basic home repairs/ upkeep of less than \$35 shall be the responsibility of the Lessee. Lessee shall attempt basic troubleshooting before submitting a maintenance request and use the many how-to/guide videos online to help with basic repairs.

Major maintenance and repair of capital items located upon the premises, which do not arise from Lessee's and or Lessee's guest's misuse, waste, or neglect shall be the responsibility of the Lessor.

6.2 SUBMITTING MAINTENANCE REQUESTS

Maintenance Requests must be made in writing. The lessee can submit maintenance requests via their Resident Portal, emailing the At Home office, or filling out a request form in the office.

For Emergency Maintenance please call 417-832-0885 x5 or 911 if the situation warrants.

When submitting a maintenance request on the resident portal, please ensure to provide a working phone number with a voicemail that is set up, to thoroughly describe what the issues are, along with what steps you have taken to mitigate the issues, as well as uploading pictures.

If an appointment is made with the assigned contractor and the Lessee fails to provide access or be present a service charge of \$50 may be charged to the Lessee.

6.3 CONDITION OF PREMISES

Lessee stipulates that Lessee has examined the leased premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good working order, repair, and a safe clean, and tenantable condition.

6.4 OUTSIDE FURNISHINGS

Lessee shall not keep or store any belongings outside of the leased premises including but not limited to, chairs, tables, toys, bicycles or furniture of any kind.

Apartment Balconies, Patios, and Sidewalks should be kept clear of clutter and indoor items.

In accordance with County codes, no charcoal or gas grill may be operated on a combustible balcony or within fifteen feet of combustible construction. In apartments or multi-tenant units, Charcoal or Gas Grills may not be kept or stored on balconies.

6.5 DAMAGE TO PREMISES

If the leased premises or any part thereof shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of Lessee's employee, family, agent, visitor, or possessions, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises shall be damaged other than by Lessee's negligence or willful act or that of Lessee's employee, family, agent, visitor or possessions to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

If the damage to the leased premises is due to the Lessee's negligence or willful act or that of Lessee's employee, family, agent, visitor, or possessions, the rent shall not abate. While the Lessee is in possession of said premises, the Lessee is responsible for the repair of any and all damage to the rental dwelling brought about by Lessee, Lessee's guests, invitees, or otherwise.

Should the leased premises become uninhabitable by casualty, Lessor may, at Lessor's option, terminate this lease or commence to repair the damages. Should the Lessor elect to repair the leased premises, rent shall be abated and pro-rated from the date of casualty to the date of

re-occupancy; provided, however, that during the repairs Lessee has vacated and removed Lessee's possessions as required by Lessor. The date of re-occupancy shall be the date of notice that the leased premises are repaired.

6.6 DISRUPTION OF SERVICES

Should Lessor be required to make repairs and maintenance to heating and air conditioning equipment and to appliances furnished for Lessee's use, this lease shall not be affected and there will be no abatement of rent and no constructive eviction shall be claimed or allowed because of the interruption of any service or utilities or any inconvenience or discomfort arising from repairs or improvement made in the premises or any other part of the premises or common areas or facilities.

When such repairs or maintenance are necessary because of the neglect or the intentional act or omission of Lessee, Lessee's occupants or guests thereof, Lessee shall be responsible for the cost of such maintenance and repairs including, but not limited to, Lessee's failure to inform Lessor immediately in writing of any potentially damaging circumstances. In the event of temporary public utility interruption, Lessor shall not be responsible for providing alternative lodging until utilities are restored.

6.7 ALTERATIONS AND IMPROVEMENTS

Lessee shall make no alterations to the buildings on the leased premises or construct any building or make any other improvements on the leased premises without the prior written consent of Lessor. All alterations, changes and improvements built, constructed or placed on the leased premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the leased premises at the expiration of this lease.

Additionally, the Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at Lessee's direction.

6.8 DRAIN STOPPAGES

As of the date of this Rental Agreement, LESSOR represents, warrants and covenants that the sewer system of the Residence is in good working order, and that the sewer system will accept normal household waste for which the sewer system was designed. **LESSOR informs the Lessee that the sewer system of the Residence is not designed to accept many types of items, included but not limited to, paper diapers, sanitary napkins, tampons, paper towels, children's toys, large wads of toilet paper, balls of hair, condoms, grease, oil, table scraps, clothing, rags, sand, dirt, rocks or newspaper.** Tenant agrees to pay for clearing the sewer drains of any and all stoppages, except for those stoppages which the LESSOR will agree were caused by defective plumbing, tree roots, acts of nature, or which are declared in writing to have been so caused by the plumber or other person who is called to clear the stoppage.

6.9 MOLD

Lessee shall be responsible for preventing and not creating or ignoring conditions that promote the growth of mold in the leased premises. Lessee shall remove any excess or accumulation of water immediately and report any leak to Lessor in writing, and take any steps necessary to mitigate damages. Lessee shall be responsible for keeping the leased premises clean and free from food sources that have the potential to mold. Lessee is responsible for keeping the humidity and climate in the leased premises at reasonable levels.

6.10 DANGEROUS MATERIAL

Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous.

By initialing below, you acknowledge and agree to the terms in Section 6.

X SL
Sample Lease

At Home Real Estate Services of SW MO

1628 S Campbell • Springfield, MO 65807
(417) 832-0885

7. Buy Out Agreement

7.1 BUY OUT OPTIONS

Buy Out Agreement (Mark which option(s) apply:

 A. **(No Buyout)** This lease does not allow for a buy-out. The lease must be completed in its entirety or the entire balance of the original lease terms shall be due upon move out.

 X B. **(Everyone Moving Early - Buyout)** At Lessor's discretion, in limited instances, if the Lessee wishes to break the lease and move prior to the agreed-upon lease end date (for any reason), this lease will allow for this provided all of the following criteria are met:

1. A 30 day written notice is given no later than the 1st day of the month the resident(s) wishes to vacate. Rent will be due for the full month even in situations where the resident moves before the last day of the month.
2. The account must be in good standing with all past due rents, fees, and charges paid in full.
3. The residents must pay the Early Lease Buyout Fee equal to 200% of the monthly rent amount. This fee is due at the time notice is given, and, if it is not paid at that time, then the Lessee(s) is required to pay a fee equal to all remaining months of this lease.
4. Lessee will forfeit all deposits, prepaid rents, and move in specials.
5. Premises will be returned in a clean, ready to rent condition.

 X C. **(Removing a party from the Lease)** At Lessor's discretion, in limited instances, if one party wishes to relinquish themselves from the lease, this lease will allow for this provided the following criteria are met:

1. The remaining party or parties to the lease must re-apply and be re-approved by themselves.
2. The Lessee wishing to be removed must pay a buyout FEE equal to 200% of the monthly rent amount in advance to Manager/Lessor/Broker.
3. All parties agree in writing to allow named resident to be removed from the Lease.
 1. All parties must sign an *"Assignment of Possession and Deposit"* form.

In the absence of Lessor's written consent and the full compliance of the above conditions, all roommates remain fully liable for all terms and conditions of the lease, even if they are no longer living on the premises.

By signing below, you acknowledge and agree to the terms in Section 7.

X Sample Lease

Lessee

IP Address: 107.201.50.63
07/07/2021 01:24pm CDT

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8. Lead-Based Paint Disclosure

8.1 DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement for:

1634 S Campbell
Springfield, MO 65807

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.

8.2 LESSEE'S ACKNOWLEDGMENT (INITIAL)

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

X SL
Sample Lease

8.3 (D) LESSEE HAS RECEIVED THE PAMPHLET PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME.AGENT'S ACKNOWLEDGMENT (INITIAL)

You can read and print the booklet on Lead Base Paint here: <https://tinyurl.com/h9g977s>

X SL
Sample Lease

8.4 (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.

By signing below, you acknowledge and agree to the terms in Section 8.

X Sample Lease

Lessee

IP Address: 107.201.50.63

07/07/2021 01:24pm CDT

At Home Real Estate Services of SW MO

1628 S Campbell • Springfield, MO 65807
(417) 832-0885

9. Move In Inspection Checklist

9.1 MOVE IN INSPECTION CHECKLIST

The move in inspection checklist can be found and printed here: <http://tinyurl.com/kcl8p8o>

This form will be used in determining if any of the Lessee's deposit will be retained for cleaning and/or repairs after move-out.

Please be SPECIFIC and DETAILED when filling out the checklist.

Lessee certifies that Lessee has received a copy of this form (link above). Lessee understands that it is the Lessee's responsibility to conduct a walk-through inspection of the premises within the **first three days** of the lease and return this checklist to the Owner/Manager/Lessor for signature. Lessee understands that if this checklist is not returned the property will be considered in good condition and all damages at move out (less normal wear and tear) will be withheld from the security deposit. Lessee has examined each appropriate item and noted the condition. Lessee understands that the Lessee is responsible for any and all damage resulting from their negligence or the negligence of the Lessee's guests. Lessee also understands that this inspection form shall become a part of the Standard Residential Lease. (Each Party should retain a copy of the signed Checklist.)

By signing below, you acknowledge and agree to the terms in Section 9.

X Sample Lease

Lessee

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(417) 832-0885

10. Pet Addendum

10.1 PET ADDENDUM

Lessor approves the Lessee(s) to keep the pet(s) described below:

Description of the Pet(s)-

- Buddy, Mixed Breed Dog, 30.0 lbs, 4 years

In consideration for allowing the pet listed above the Lessee shall pay monthly Pet Rent of \$25.00 per pet and shall be required to keep renter's insurance that covers pet damage for the duration of the lease and any extension thereof. If the resident selects renter's insurance that does not cover pet damage a PET FEE of \$400.00 shall also be due before move in.

Sample Lease agree to the following conditions:

1. Keep the pet under control at all times.
2. Keep the pet restrained, but not tethered, when it is outside Lessee's dwelling.
3. Never leave the pet unattended for an unreasonable period of time.
4. Dispose of pet droppings properly and quickly.
5. Never leave food or water for the pet or any other animal outside the dwelling.
6. Never allow the pet to cause any annoyance or discomfort to others and remedy immediately any complaints made by the Lessor.
7. Remove the pet's offspring within eight weeks of birth.
8. Pay immediately for any damage, loss, or expense caused by the pet.
9. Immediately inform the Lessor if the pet(s) is no longer on the property.
10. Use air filters rated for pets and change them monthly.

A fee of \$800.00 will become immediately due if Lessee adds to or replaces any of the above-mentioned pets with a new animal without first seeking written approval for the new pet, or if the Lessee allows their renter's insurance policy that covers pet damage lapse at any point during the lease term and any extension thereof.

Lessor reserves the right to revoke permission to keep the pet(s) should Lessee violate this agreement.

10.2 WAIVER OF LIABILITY

Lessee agrees that all owners and property managers of the leased premises (regardless of who is designated as Lessor herein) and all their agents, employees, servants, invitees, successors and assignees shall not be liable for the actions of Lessee's pets for damage to property or injury to or death of any person or pet. Further, if it is determined that an animal owned by the Lessee is adjudicated to be a vicious animal by City ordinance or Missouri statute, the Lessee is no longer allowed to keep the said animal on the premises and must remove the animal within 24 hours of the viciousness determination.

By signing below, you acknowledge and agree to the terms in Section 10.

X Sample Lease

Lessee

IP Address: 107.201.50.63
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At Home Real Estate Services of SW MO

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(417) 832-0885

11. Sign and Accept

11.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X Sample Lease

Lessee IP Address: 107.201.50.63
07/07/2021 01:24pm CDT

X Jordan Jones

Lessor IP Address: 107.201.50.63
07/07/2021 01:25pm CDT