



MISSOURI RESIDENTIAL LEASE AGREEMENT

Document updated:
October 2024

1. PARTIES: The parties to this Residential Real Estate Lease Agreement (the "Lease") are:

LANDLORD: _____

TENANT: _____

LANDLORD'S AGENT: Integrity 1st Properties LLC, 8881 N Helena Ave, Kansas City, MO 64154

2. AGREEMENT TO LEASE: This Lease is entered into on _____ (the "Effective Date") between the LANDLORD and the TENANT(S). All TENANTS are jointly, severally, and individually bound by and liable under the terms and conditions of this Lease.

3. GRANT OF LEASE AND PROPERTY ADDRESS: LANDLORD agrees to grant a lease and the TENANT(S) agree to rent, solely for use as a personal residence and excluding all other uses, the personal residence (the "Property") commonly known as:

PROPERTY ADDRESS: _____ **COUNTY:** _____

4. PERSONAL PROPERTY ITEMS: The Property includes the following personal property:

5. OCCUPANCY AND NON-ASSIGNMENT:

A. The Property shall be used exclusively as a personal residence, excluding all other uses, and only by the following named persons:

B. Only the people listed above may occupy or use the Property or any part of the Property without LANDLORD'S prior written consent. TENANT agrees that the Property and any part of the Property shall not be assigned or sub-let by the TENANT without the prior written consent of the LANDLORD. If TENANT attempts to sub-let, transfer, or assign this Lease or allows any persons other than those listed above to occupy or use the Property without LANDLORD'S prior written consent, such act shall be deemed to be a material non-compliance by the TENANT of the Lease and the LANDLORD may terminate this Lease.

6. TERM OF THE LEASE:

A. This Lease shall begin at 12:01 AM on _____ (the "Beginning Date") and shall end at 11:59 PM on _____ (the "Ending Date"), unless otherwise terminated as provided under this Lease.

B. At least sixty (60) calendar days prior to the Ending Date of this Lease, the TENANT shall give written notice to the LANDLORD of the TENANT'S intent to surrender the Property at the expiration of the Lease term. If an additional term is requested by TENANT and to be permitted by LANDLORD, a new rental agreement or written extension of the Agreement shall be agreed upon and executed at least (45) days before expiration of the Term of this Agreement.

1. Rent will increase by default of ____% OR \$_____ at renewal of this Agreement by TENANT. If no amount is indicated, LANDLORD will determine amount at renewal.

2. If written notice is not given within the time frame specified in this section, the TENANT shall become a month-to-month TENANT, and all provisions of this Lease will remain in full force and effect and the monthly rent amount shall be increased by 10% of the monthly rate in Section 7.

C. If the TENANT becomes a month-to-month TENANT, the TENANT must give written notice to the LANDLORD of TENANT'S intent to surrender the Property upon a periodic rent-paying date not less than 30 days after the receipt of the notice. At any time during the month-to-month tenancy, the LANDLORD may terminate the month-to-month lease by providing a written notice of termination to the TENANT. Upon termination, the TENANT shall vacate the Property and deliver the Property back into the possession of the LANDLORD on or before the expiration of the time specified in the notice.

7. RENT PAYMENTS:

- A. TENANT agrees to pay a monthly rental price (the "Rent") to the LANDLORD during the term of this Lease in equal monthly installments of _____.
- B. Rent is due on or before 5:00 PM on the 1st day of the month (regardless of weekends or holidays) and the first full payment under this Lease shall be due on _____ (date for first rent payment).
- C. TENANT agrees that if Rent is not paid in full on or before 5:00 PM on the 3rd day of the month, TENANT shall pay a late charge of \$50.00, and for each day after the 3rd of the month for which Rent is not paid, an additional \$5.00 per day until full payment is received, and such charge shall be collectible as Rent.
- D. TENANT shall pay a charge of \$35.00 for all checks returned from the bank unpaid for any reason, in addition to the late charge provided above. These additional charges shall be collectible as Rent. If a Rent check is returned from the bank unpaid for any reason, the LANDLORD may demand that all sums due pursuant to this Lease be paid in the form of money order or cashier's check.
- E. If the first monthly installment is for a period other than a full month, TENANT shall pay prorated rent of _____ for the period beginning _____ (the first day of occupancy) and ending _____ (the end of the month). **This prorated Rent amount shall be paid on the 1st day of the 2nd month of this Lease. Full month's Rent is due by the Beginning Date of this Lease.**
- F. TENANT agrees that RENT shall be paid in lawful money of the United States by Personal Check, Money Order, Cashier's Check or through the TENANT's online portal.
- G. Rent payments shall be made payable to Integrity 1st Properties LLC and mailed or delivered to the following address: Integrity 1st Properties LLC, 8881 N Helena Ave, Kansas City, MO 64154.
- H. TENANT agrees that rent payments will not be considered paid until LANDLORD or LANDLORD'S agent receives the rent payment, either by mail or by delivery to the above address. TENANT placing rent payments in the mail is not sufficient for rent to be considered paid and rent will be considered unpaid until the actual receipt of the rent payment by the LANDLORD.
- I. If there are multiple TENANTS signed to this Lease, all such TENANTS are jointly, severally, and individually bound by and liable under the terms and conditions of this Lease. A judgment entered against one TENANT shall be no bar to an action against other TENANTS under the terms and conditions of this Lease.
- J. Any payments received by the LANDLORD shall first be applied to satisfy any outstanding late charges or fees due to the LANDLORD under this Lease, second towards the repairs resulting from any damages to the Property and finally towards the payment of any rent owed to the LANDLORD under this Lease.
- K. LANDLORD and TENANT agree that if LANDLORD pays any utility bills, repair costs, maintenance, homeowners' association dues or other amount that is the obligation or responsibility of the TENANT under this agreement or an expense that is caused by the TENANT's actions, then said amount shall constitute unpaid Rent until the TENANT reimburses the LANDLORD.

8. SECURITY DEPOSIT:

- A. Upon the execution of this Lease, the TENANT shall deposit the sum of _____ to be held by the LANDLORD as a security deposit for reasonable cleaning of and repair of damages to the Property upon the expiration or termination of this Lease or any other reasonable damages resulting from a default on the terms and conditions of this Lease by the TENANT.
- B. TENANT is not entitled to any interest on the security deposit. TENANT understands and acknowledges that these funds may be deposited into an interest-bearing account and that LANDLORD has the right to retain all interest accruing in this account.
- C. TENANT shall not apply or deduct any portion of the security deposit from last month's rent or use or apply the TENANT'S security deposit at any time in lieu of payment of rent. If TENANT fails to comply with this subsection, the security deposit shall be forfeited, and the LANDLORD may recover the Rent due as if the security deposit had not been applied or deducted from the Rent due under this Lease.
- D. If LANDLORD assigns, sells, or transfers the Property, the LANDLORD shall have the right to transfer the TENANT'S security deposit to the new owner or assignee to hold under this Lease and upon so doing the LANDLORD shall be released from all liability to the TENANT for the return of the security deposit.

- E. Upon the expiration or termination of this Lease, any security deposit held by the LANDLORD may be applied to the payment of accrued rent and damages that the LANDLORD has suffered by reason of the TENANT'S non-compliance with the terms and conditions of this Lease.
- F. If the LANDLORD proposes to retain any portion of the security deposit for damages, expenses or other legally allowable charges under the terms and conditions of this Lease, other than rent, the LANDLORD shall return the balance of the security deposit to the TENANT within 30 calendar days after the expiration or termination of this Lease, or delivery of possession. If the TENANT does not provide LANDLORD with a forwarding address, LANDLORD shall mail that portion of the security deposit due to the TENANT to the TENANT'S last known address.

9. PETS:

- A. TENANT agrees not to keep or permit any pets (including, but not limited to animals, fish, reptiles, or birds) on the Property without the prior written consent of the LANDLORD.
 - No pets shall be allowed on the Property.
 - LANDLORD hereby grants the TENANT permission to keep the following described pet(s) on the Property:
 1. Breed: _____ Age: _____ Gender: _____ Weight: _____
 2. Breed: _____ Age: _____ Gender: _____ Weight: _____
- B. All pets must be properly licensed and have all vaccinations. TENANT shall provide LANDLORD with copies thereof upon request.
- C. If the TENANT is permitted by LANDLORD to keep a pet on the property, TENANT shall pay an additional non-refundable deposit of \$250.00, per pet.
- D. The monthly Rent amount for the Property will be increased by the amount of \$35 per pet, per month over the amount set forth in this Lease for any pets UNDER 50 lbs. This additional Rent amount shall be due and payable with the Rent amount set forth in this lease.
- E. The monthly Rent amount for the Property will be increased by the amount of \$50 per pet, per month over the amount set forth in this Lease for any pets OVER 50 lbs. This additional Rent amount shall be due and payable with the Rent amount set forth in this lease.
- F. Any damage to the Property, building or grounds caused by the pet will be the full responsibility of the TENANT, who agrees to pay all costs involved in restoring any damage to original condition. If, because of any such stains or any chemicals to remove same, such damage is such that it cannot be removed or repaired, then TENANT shall pay the full cost and expense of replacing such materials.
- G. TENANT agrees to comply with all City ordinances, recorded declarations and restrictions and homes association rules and regulations relating to pets. Pets shall not be allowed to interfere with the performance of homes association services or to interfere with the quiet enjoyment of premises by other residents.
- H. Upon receipt of notice from LANDLORD, TENANT agrees to permanently remove the pet from the Property should LANDLORD determine, in its absolute discretion, that removal is necessary or appropriate because of any damage or complaints from the home's association or other residents or any failure of TENANT to comply with Section 9 of this Lease.
- I. Assistive and service animals are not considered "pets" under this Lease. TENANT agrees to submit an accommodation request to the LANDLORD prior to keeping an assistive or service animal on the Property.

10. UTILITIES:

- A. TENANT will arrange and pay for the following utilities on the Property: Electric, Gas, Cable Television, Internet, Water, Sewer, Garbage and Waste Disposal and Recycling unless otherwise noted in additional terms.
- B. TENANT shall be responsible for contacting and arranging for any utility service not provided by the LANDLORD and for any utilities not specifically listed above. TENANT shall be responsible for having utilities disconnected on the day that the TENANT delivers possession of the Property back into the possession of the LANDLORD upon the expiration or termination of this Lease.
- C. All accounts shall be maintained in TENANT's separate name. LANDLORD shall not be responsible for any service interruption for

failure to pay or transfer utility services. Should LANDLORD pay for any utility service to protect or preserve the Premises from damage or for any reason, TENANT shall reimburse LANDLORD immediately upon demand for any such amounts paid by LANDLORD in addition to a "utility service" fee of \$50 on each occasion.

11. OBLIGATIONS AND DUTIES OF THE TENANT:

A. TENANT agrees to the following duties and obligations:

- (1) Comply with all obligations primarily imposed upon TENANTS by applicable provisions of building and housing codes materially affecting health and safety.
- (2) Keep that part of the Property that such TENANT occupies and uses as clean and safe as the condition of the Property permits.
- (3) Remove from such TENANT'S dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner.
- (4) Keep all plumbing fixtures in the dwelling unit or used by the TENANT as clean as their condition permits.
- (5) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, on the premises.
- (6) Be responsible for any destruction, defacement, damage, impairment, or removal of any part of the Property caused by an act or omission of the TENANT or by any person, animal, or pet on the Property at any time with the express or implied permission or consent of the TENANT.
- (7) Not engage in conduct, or allow any person, animal, or pet on the Property with the express or implied permission or consent of the TENANT to engage in conduct, that will disturb the quiet and peaceful enjoyment of the premises by other TENANTS.
- (8) To keep the grass cut on a regular basis (no taller than 4 inches) and TENANT agrees that if the yard is not maintained properly, the LANDLORD will hire a professional lawn care firm to provide proper maintenance and TENANT will pay the professional lawn care firm for its service, and any fines imposed by the City or Home Owner's Association for failure to maintain the lawn according to municipal code or association agreements, will be assessed by LANDLORD to TENANT.
- (9) Not to park any vehicle on the lawn area or to park or store any non-operable vehicle, or any boat, trailer, or equipment for more than seventy-two (72) hours in the driveway, parking area, or street adjoining the premises.
- (10) Not to disassemble and/or repair vehicles, engines, or any parts thereof.
- (11) Not to store combustible material or environmentally hazardous material on premises.
- (12) Not to smoke or vape or allow any others to smoke or vape on the Property.
- (13) Not store any basketball goals or other furnishings in the driveway, yard, or common area deemed unacceptable by LANDLORD.
- (14) In the event of a lockout, TENANT will contact a locksmith directly and be responsible for any costs associated with gaining access to the unit due to TENANT fault. LANDLORD will not provide keys for TENANT to borrow.
- (15) TENANT to provide own renter's insurance (liability insurance in the amount of at least \$100,000.00 and personal property insurance), including providing written evidence thereof at Landlord's request; Tenant shall cause Landlord to be named as an additional insured under such renter's insurance policies. Landlord shall not be responsible for damage or theft to Tenant's personal property.
- (16) Remove all hoses from water hose bibs and water always turned off at hose bibs when not in use.
- (17) TENANT is responsible for all pest control services.
- (18) TENANT is responsible for replacing the HVAC furnace filter every three (3) months.

B. TENANT agrees that any violation of these obligations and duties should be considered a breach of this Lease.

12. CONSEQUENCES OF BREACH BY TENANT:

- A. If TENANT, by any act or omission or by the act or omission of any of TENANT'S family members, invitees, licensees or guests, violates any of the terms or conditions of this Lease or any other documents made a part of this Lease by reference or attachment, the TENANT shall be in material breach of this Lease. A breach by one TENANT shall be considered a breach by all TENANTS where the TENANT is more than one person.
- B. If there is a breach by the TENANT with this Lease or a non-compliance with the obligations or duties of the TENANT contained

in this Lease materially affecting health and safety, the LANDLORD may deliver a written notice to the TENANT specifying the acts and omissions constituting the breach and the Lease Agreement will terminate upon a date not less than 10 calendar days after the receipt of the notice.

- C. In the case of unpaid rent, the LANDLORD may demand rent payment by TENANT. If TENANT fails to pay the unpaid rent within five (5) calendar days after written notice by the LANDLORD of non-payment, LANDLORD'S intention will be to terminate the Lease if the rent is not paid within such five-calendar day period. The five-day notice provided for in this subsection shall be computed as five consecutive 24-hour periods (without regard to weekends and holidays). When such notice is served on the TENANT or to any person over 12 years of age residing on the Property or by posting a copy of the notice in a conspicuous place thereon, the five-calendar day period shall commence at the time of delivery or posting. When such notice is delivered by mail, an additional two calendar days from the date of mailing shall be allowed for the TENANT to pay TENANT'S unpaid rent and thereby avoid having the Lease terminated.
- D. In the event LANDLORD employs an attorney to enforce the terms of this Lease, collect Rent, damages or other amounts due, obtain possession, or defend any claim or counterclaim brought by TENANT or a Guest, LANDLORD shall be entitled to recover its reasonable attorney's fees, reasonable hourly compensation for time expended by LANDLORD, its agents, employees or managers and court costs.

E. TERMINATION

- (1) LANDLORD may terminate this Lease Agreement early on the last day of any month by giving at least thirty (30) days prior notice in writing to TENANT. TENANT may terminate this Lease Agreement early on the last day of any month by giving at least sixty (60) days prior notice to LANDLORD in writing upon the following conditions:
 - i. Military induction or transfer, with copy of orders furnished to LANDLORD.
 - ii. The death of any TENANT named above.
 - iii. The total permanent disability of any Adult TENANT named above.
- (2) Military transfer not included; In the event of early termination of this Lease Agreement due to a breach or default of the Lease Agreement by TENANT, TENANT agrees to pay LANDLORD for all future rentals that would have become due under this LEASE AGREEMENT and all expenses incurred by LANDLORD to relet the premises, including, but not limited to, charges made by LANDLORD for service required in cleaning, repairs and replacements, advertising the premises for rent, rental commissions, and the cost of utilities, until the effective date of a new rental agreement or (if sooner) the expiration of the term.
- (3) THIS LEASE AGREEMENT DOES NOT HAVE PROVISION FOR REAGREEMENT DUE TO A JOB TRANSFER, COMMONLY CALLED A TRANSFER OF CLAUSE.

13. DELIVERY OF NOTICES:

- A. Any giving of notice under this Lease or applicable Missouri state law shall be made by TENANT in writing and delivered to the address noted above for the payment of Rent, either by hand delivery or by mail. Delivery by mail shall not be considered complete until actual receipt by the LANDLORD or LANDLORD'S agent.
- B. Any notices from the LANDLORD to the TENANT shall be in writing and shall be deemed sufficiently served upon the TENANT when deposited in the mail addressed to the Property, addressed to the TENANT'S last known post office address, hand delivered or placed in the TENANT'S mailbox or when tacked or taped to the front door of the leased Property. If the TENANT is more than one person, then notice to one TENANT shall be deemed sufficient notice to all TENANTS.

14. INSURANCE:

- A. TENANT is required to maintain renter's insurance including general liability coverage of \$100,000 minimum. LANDLORD does not carry insurance to cover TENANT'S personal property or injury. LANDLORD shall not be responsible to TENANT or TENANT'S family, guests, occupants, animals or invitees (collectively referred to as a "Guest") for damage or loss caused by fire, water overflow/leakage, earthquake, acts of God, mold, utility interruption, negligence of other tenant(s) and/or any other causes. TENANT'S failure to maintain insurance shall be a complete waiver of TENANT'S right to seek damages against LANDLORD.

15. CONDITION OF THE PROPERTY:

- A. TENANT hereby acknowledges that TENANT has examined the Property prior to the signing of this Lease or knowingly waived such an examination. TENANT acknowledges that the TENANT has not relied on any representations made by the LANDLORD or the LANDLORD'S agents regarding the condition of the Property and that the TENANT takes premises in its "AS IS" condition with no express or implied warranties or representations beyond those contained herein or required by applicable state law.
- B. Within five (5) calendar days of occupying the Property, TENANT agrees to complete, sign, and return the Move-In/Move-Out Property Condition Addendum to the LANDLORD. TENANT hereby agrees and acknowledges that the failure to complete, sign and return the Move-In/Move-Out Property Condition Addendum to the LANDLORD within five (5) calendar days may result in the TENANT being responsible for paying for repairs for any pre-existing conditions or damages on the Property at the expiration or termination of this Lease.
- C. TENANT agrees not to damage the Property through any act or omission and to be responsible for any damages sustained through acts or omissions of the TENANT, TENANT'S family members, invitees, licensees, or guests. If such damage is incurred, TENANT is required to pay for any resulting repairs along with and in addition to next month's rent payment, with consequences for non-payment of damages identical to those for non-payment of rent under this Lease. The LANDLORD will apply payments towards the resulting repairs according to the provisions of this Lease.
- D. At the expiration or termination of this Lease, the TENANT shall return the Property in as good of condition as when taken by the TENANT at the beginning of the Lease, excluding normal wear and tear, depreciation, and damage from causes beyond the TENANT'S control.
- E. TENANT agrees to have carpets, windows, and storm windows (including garage and basement) professionally cleaned upon vacating the premises in broom clean condition free of trash and TENANT'S personal property upon vacating the Property. Proof of receipt for professional cleaning required at move-out, otherwise professional cleaning and associated fees will be deducted from security deposit.
- F. TENANT is responsible for toilet, bathtub, shower and sink stoppages and are responsible for contacting and paying a qualified plumber to remove the stoppages. If the main sewer backs up, the LANDLORD will pay for the expenses unless the stoppage is caused by TENANT, which will be determined by a plumbing company at the time of service.
- G. TENANT agrees to be responsible for any destruction, defacement, damage, impairment, or removal of any part of the Property or any furnishings, furniture or appliance provided by LANDLORD with the Property, caused by an act or omission of TENANT or by any person or animal or pet on the Property at any time with the express or implied permission or consent of the TENANT.

16. ADDITIONS, ALTERATIONS, OR IMPROVEMENTS TO THE PROPERTY:

- A. TENANT shall make no additions, alterations, decorations, or improvements to the Property without first obtaining the express written consent of the LANDLORD. Any of the above-described and LANDLORD approved work shall become part of the Property and shall remain with the Property at the expiration or termination of this Lease.
- B. If carried out by independent contractors, said contractors must be approved in advance by the LANDLORD. TENANT shall not contract for work to be done on the Property without first placing funds sufficient to satisfy the contract price in an escrow account approved by the LANDLORD. All work shall be done at such times and in such manner as LANDLORD may designate.
- C. If a construction or mechanics' lien is placed on the Property because of such work, this lien shall be satisfied by the TENANT within ten (10) calendar days thereafter at the TENANT'S sole expense. TENANT shall be in breach of this Lease upon the failure to satisfy such a lien within the time required under this section.

17. NO ILLEGAL USE OF THE PROPERTY:

- A. TENANT shall not perpetrate, allow, or suffer any acts or omissions contrary to law or ordinance to be carried out upon the Property or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the Property, the TENANT agrees to immediately inform the LANDLORD and the appropriate authorities of the illegal acts or omissions occurring on the Property.
- B. TENANT shall bear responsibility for all illegal acts or omissions occurring on the Property and shall be in breach of this Lease upon an arrest or charge for any felony or misdemeanor crime of the TENANT or any of TENANT'S family members, invitees, licensees or guests for any illegal act or omission occurring on the Property, whether known or unknown to the TENANT.

18. NOTICE OF INJURIES:

- A. In the event of any significant injury or damage to the TENANT, TENANT’S family members, invitees, licensees or guests, or any personal property thereof, suffered in the Property or in any common area, written notice of same shall be provided by the TENANT to the LANDLORD at the address designated for delivery of notices or payment of rent as soon as possible, but in any event not later than five (5) calendar days after said injury or damage.
- B. TENANT’S failure to provide such notice to the LANDLORD shall constitute a breach of this Lease.

19. LANDLORD’S RIGHT TO MORTGAGE:

- A. TENANT agrees to accept the Property subject to and subordinate to any existing or future mortgage or other liens and the LANDLORD reserves the right to subject the Property to the same.
- B. TENANT agrees to and hereby irrevocably grants the LANDLORD power of attorney for TENANT for the sole purpose of executing and delivering in the name of the TENANT any documents related to the LANDLORD’S right to subject the Property to a mortgage or other lien.

20. ABANDONMENT:

- A. During any absence of the TENANT more than 30 calendar days, the LANDLORD may always enter the Property reasonably necessary to examine and inspect the Property.
- B. If, after the TENANT is ten (10) calendar days in default for non-payment of rent and has removed a substantial portion of such TENANT’S belongings from the Property, the LANDLORD may assume that the TENANT has abandoned the Property unless such TENANT has notified the LANDLORD to the contrary.
- C. This provision is subordinate to and shall not in any way impair the rights and remedies of the LANDLORD under this Lease or, except that in the case of abandonment the LANDLORD or the LANDLORD’S agents may immediately, or any time thereafter enter and re-take possession of the Property as provided by applicable law and terminate this Lease without any notice to the TENANT.

21. NOTICE OF ABSENCE FROM THE PROPERTY:

- A. If the TENANT is to be absent from the Property for more than seven (7) or more consecutive calendar days, the TENANT shall provide written notice to the LANDLORD of this absence no later than the first day of the extended absence. If such absences are customary or frequent, the expected frequency and duration of the customary absence shall be noted here:

- B. TENANT expressly agrees and acknowledges that absence from the Property, with or without notice, in no way removes the TENANT’S responsibility to pay rent and other payments as specified in this Lease, be subject to the consequences of failure to pay rent and other payments in a timely fashion or be subject to any other obligations under this Lease.

22. POSSESSION OF THE PREMISES:

- A. TENANT shall not be entitled to possession of the Property until the security deposit and first month’s rent are paid in full and the Property has been vacated by the prior occupant.
- B. TENANT expressly agrees and acknowledges that if by reason of the Property being unready for occupancy, the prior occupant not vacating the premises in a timely fashion or any other cause whatsoever, the TENANT shall be unable to enter and occupy the Property.
- C. TENANT expressly agrees and acknowledges that the LANDLORD shall not be liable to the TENANT for damages for the inability of the TENANT to enter and occupy the Property as specified in this section. The LANDLORD shall abate the rent and other charges and fees required under this Lease for the period in which the TENANT is unable to enter and occupy the Property.

23. MATERIALITY OF APPLICATION TO RENT: All representations made by the TENANT on the Application for Occupancy are material to the LANDLORD’S grant of this Lease and the Lease is granted only on the condition of the accuracy and truthfulness of said TENANT’S representations in the Application for Occupancy. If a failure to disclose or lack of truthfulness is discovered on said application, the

LANDLORD may deem the TENANT to be in breach of this Lease and may terminate this Lease.

24. MODIFICATION OF THIS LEASE:

- A. Any modification of this Lease shall not be binding upon the parties unless the modifications are in writing and signed by the LANDLORD or LANDLORD'S authorized agent and the TENANT(S).
- B. No oral representation shall be effective to modify this Lease.
- C. If any provision is added, modified, or stricken from the Lease, the remaining provisions of this Lease shall remain in full force and effect.

25. REMEDIES NOT EXCLUSIVE: The remedies and rights contained in and conveyed by this Lease are cumulative and are not exclusive of other rights, remedies and benefits allowed by applicable Missouri law.

26. SEVERABILITY: If any provision of this Lease, or any portion thereof, is rendered invalid by operation of law, judgment or court order, the remaining provisions or portions thereof shall remain valid and enforceable and shall be construed to so remain in force.

27. NO WAIVER:

- A. The failure of the LANDLORD to insist upon the strict performance of the terms, covenants and agreements contained in this Lease shall not be construed as a waiver or relinquishment of the LANDLORD'S right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect.
- B. No act or omission of the LANDLORD shall be considered a waiver of any of the terms and conditions of this Lease, excuse any conduct contrary to the terms and conditions of this Lease or be considered to create a pattern of conduct between the LANDLORD and TENANT upon which the TENANT may rely upon if contrary to the terms and conditions of this Lease.

28. HEIRS AND ASSIGNS:

- A. LANDLORD and TENANT agree and acknowledge that all covenants of this Lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as otherwise provided in this Lease, assignees of the parties to this Lease.
- B. Nothing contained in this section shall be construed to allow the TENANT to transfer or assign this Lease in violation of the terms and conditions of this Lease.

29. DESTRUCTION OF PREMISES OR A PORTION OF THE PREMISES:

- A. If the dwelling unit on the Property is damaged or destroyed by fire or casualty to an extent that the use and habitability of the dwelling unit is substantially impaired, the TENANT:
 - (1) May vacate the Property immediately and shall notify the LANDLORD in writing within five (5) calendar days of vacating the Property of such TENANT'S intention to terminate this Lease, in which case the Lease terminates as of the date the TENANT vacated the Property.
 - (2) If continued occupancy is lawful, may with the agreement of the LANDLORD vacate any part of the Property rendered unusable by the fire or casualty, in which case the TENANT'S liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Property.
- B. If this Lease is terminated pursuant to this section, the LANDLORD shall return that portion of the security deposit recoverable by the TENANT under the provisions of this Lease and the apportioned amount of the current month's rent due back to the TENANT based on the date the TENANT vacated the Property.

30. EMINENT DOMAIN: If the Property shall be taken by eminent domain or otherwise condemned by a governmental authority, the rent shall be prorated to the date of the taking or condemnation and this Lease shall terminate on that date. TENANT shall not be entitled to receive any portion of any award provided to the LANDLORD or owner of the Property for such eminent domain taking or condemnation.

31. MAINTENANCE REQUESTS

- A. All maintenance requests shall be submitted via the tenant portal. Maintenance requests made via text message or email will not

be addressed. If a maintenance request is submitted outside of the tenant portal and isn't quickly or properly addressed due to being submitted incorrectly, TENANT will be responsible for additional damage and repairs.

B. Tenants will be contacted by the maintenance provider directly and will schedule in a timely manner. Any maintenance requests that are not responded to or scheduled due to tenant not responding will be void after 3 contact attempts.

32. LANDLORD ENTRY:

A. In addition to the rights provided by applicable Missouri law, the LANDLORD shall have the right to enter the Property at all reasonable times, after reasonable notice to the TENANT, for the purpose of:

- (1) Inspecting the Property.
- (2) Making necessary or agreed repairs, decorations, alterations, or improvements.
- (3) Supplying necessary or agreed services.
- (4) Showing the Property to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.
- (5) Removing any alterations, additions, fixtures, and any other objects that may be affixed or erected in violation of the terms and conditions of this Lease.

B. LANDLORD may enter the Property without the consent of the TENANT in the case of extreme hazard involving the potential loss of life for occupants of the Property or severe property damage to the Property.

33. GOVERNING PROVISIONS: This Lease shall be governed by the statutory and case law of the state of Missouri.

34. ELECTRONIC SIGNATURES AND TRANSACTIONS: LANDLORD and TENANT agree that this transaction may be conducted through electronic means according to the Missouri Uniform Electronic Transactions Act.

35. ACKNOWLEDGEMENT OF RECEIPT OF THE AGREEMENT: TENANT(S) hereby acknowledges and certifies that they have read, understood, and received a copy of this Lease Agreement.

36. ENTIRE AGREEMENT OF THE PARTIES:

A. This agreement constitutes the entire agreement between the parties. Any prior agreements pertaining to this Lease, whether oral or written, have been merged into this agreement. There shall be no modification of any terms of this agreement unless such modification has been agreed to in writing and signed by both parties.

37. FORM AGREEMENT AND RECOMMENDATIONS FOR INDEPENDENT LEGAL ADVICE: This is a legally binding contract when the LANDLORD and TENANT sign the agreement. If not understood, either party should seek the advice of an attorney before signing the completed agreement.

38. LEAD PAINT DISCLOSURE:

A. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. TENANT shall access the federally approved pamphlet on lead poisoning prevention at:

- (1) https://www.fsa.usda.gov/Internet/FSA_File/pfflinyhbrochure.pdf

B. If applicable, attached hereto as an exhibit is a Disclosure of Information and Acknowledgement of Lead-Based Paint pertaining to homes built prior to 1978, and if so, attached is an integral part of this Agreement.

39. RADON, MOLD, MICROBIALS AND OTHER ENVIRONMENTAL POLLUTANTS:

A. TENANT acknowledges that:

- (1) Radon gas has been identified as a national health problem.
- (2) The greater Kansas City area has been determined to have relatively high radon levels in some residences.
- (3) Mold, fungi, bacteria and other microbials exist naturally in the environment and commonly exist in residences and will exist in the Property because of rain, humidity, and other moisture in the Property.
- (4) TENANT is informed, or has had the opportunity to become informed, about radon, mold, fungi, bacteria and other microbial and other environmental pollutants and the potential health risks of radon, mold, fungi, bacteria, and

other microbial and other environmental pollutants.

- (5) LANDLORD does not claim or possess any special expertise in the measurement or reduction of radon, mold, fungi, bacteria and other microbial or other environmental pollutants, nor has LANDLORD provided any advice to TENANT as to acceptable levels or possible health hazards of radon, mold, fungi, bacteria and other microbial or other environmental pollutants.
- (6) LANDLORD has not made any investigation to determine whether there is radon, mold, fungi, bacteria and other microbial or other environmental pollutants in the Property or affecting the Property and has not made any analysis or verification of the extent of any environmental or health hazard, if any, that may affect the Property or occupants.
- (7) There can be no assurance that any systems, devices, or methods incorporated into the Property or building that assist in reducing radon, mold, fungi, bacteria and other microbial or other environmental pollutant levels will be effective, and LANDLORD has no responsibility for the operation, maintenance, or effectiveness of such systems, devices, and methods.
- (8) Good housekeeping and home maintenance practices of the TENANT to minimize moisture in the Property are essential in preventing or eliminating the growth of mold, fungi, bacteria and other microbial and environmental pollutants and TENANT agree to perform all such good housekeeping and home maintenance practices; and
- (9) LANDLORD makes no representation of warranties, express or implied, with respect to the level of radon, mold, fungi, bacteria and other microbial or other environmental pollutants or hazardous environmental conditions or with respect to the effect thereof on the Property or the occupants. Any testing or remediation desired or required with respect to radon, mold, fungi, bacteria, and other microbial and other environmental pollutants shall be at TENANTS's expense.

40. WAIVER OF JURY TRIAL:

- A. **LANDLORD and TENANT hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other one, or in respect to, any matter whatsoever arising out of or in any way connected with the Lease, the relationship of LANDLORD and TENANT hereunder, Tenant's use or occupancy of the Premises and/or any claim of injury or damage.**

41. RELEASE OF LIABILITY

- A. LANDLORD, its agents, employees and managers shall not be liable to TENANT or a Guest for personal injury or death of any person or for damage to or loss of personal property in or about the Premises, regardless of the cause of such injury, loss or damage, even if caused by the negligence of LANDLORD, its agents, employees and/or managers. TENANT hereby agrees to indemnify, defend and hold LANDLORD harmless from all claims or assertions of every kind and nature.

42. MINIMUM DEDUCTIONS AT VACATING OF PREMISES:

The following is a list of minimum deductions that will be made from security deposits for damages or necessary cleaning of units:

Cleaning Refrigerator (if not defrosted, washed out and dried).....	\$50.00
Cleaning Oven.....	50.00
Cleaning Range, Burners, and Range top.....	50.00
Cleaning Cabinets (per room)	50.00
Cleaning Bath - Tub, Stool and Tile (per bathroom)	50.00
Wall Adhesive Hooks (per hook).....	10.00
Nail holes (per hole)	10.00
Carpet Holes	Cost to Repair or Replace
Carpet Burns or Scorch Marks	Cost to Repair or Replace
Broken Windowpanes.....	Cost to Replace
Smoke Alarm to be Replaced (per alarm).....	75.00
Re-Key or Replace Lock Due to Missing Keys.....	300.00
Other Damages.....	Cost to Repair or Replace

43. ADDITIONAL TERMS AND CONDITIONS:

CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

LANDLORD'S SIGNATURE DATE

LANDLORD'S MAILING ADDRESS

LANDLORD'S CITY, STATE AND ZIP CODE

LANDLORD'S CONTACT TELEPHONE NUMBER

LANDLORD'S EMAIL ADDRESS

TENANT'S SIGNATURE DATE

TENANT'S SIGNATURE DATE

TENANT'S SIGNATURE DATE

TENANT'S SIGNATURE DATE

TENANT'S EMAIL ADDRESS