

RENTAL AGREEMENT

Member
The Greater
Springfield
Apartment &
Housing
Association



THIS RENTAL AGREEMENT, made and entered into this _____ day of _____ by and between _____ Hereinafter referred to as 'Lessor' and _____ hereinafter referred to as 'Lessee'.

1. PREMISES. Lessor does Hereby lease to Lessee the following described dwelling or property:

2. LEASE TERM. the initial term of this Rental Agreement shall be for _____ months, commencing on _____ and terminating at 12:00 noon on _____

3. AUTOMATIC RENEWAL. In the event Lessee shall determine not to renew this Rental Agreement for a successive term of equal duration as the initial term, Lessee shall notify Lessor of Lessee's intention not to renew in writing no less than thirty (30) days before the expiration date of the initial term, or the expiration of any renewal term. Absent such written notice, this Rental Agreement shall automatically renew for a successive term of equal duration as the initial term under the same conditions contained herein, provided however, the rent charge during such successive terms may be increased as set forth more fully below. Lessor reserves the right to cancel this Rental Agreement at any time by giving thirty (30) days written notice to Lessee.

4. RENT. The rental for the above described premises shall be (S)_____ Dollars per month during the initial term of this Rental Agreement and shall be increased by the sum of _____ Dollars per month for each successive term of this Rental Agreement, payable on or before midnight of the first day of each month during the term of this Rental Agreement and any renewal thereof. Should this Rental Agreement begin on a day other than the first day of the month, the rent for the first month shall be prorated so that all subsequent rental payments shall be due on the first day of each month. The first payment shall be made on or before this Rental Agreement begins. The amount of prorated rent for the first month of this Rental Agreement is _____ Dollars, In addition, Lessee shall pay all utilities including a water and sewer charge of _____

_____ Dollars per month to be paid to lessor each month.

5. LATE CHARGES. Lessor and Lessee agree that in the event the aforementioned rent is not paid on the first day of each month of this Rental Agreement Lessor will sustain additional administrative expenses and costs which are difficult if not impossible, to be determined in advance. The parties therefore agree that in the event the rent has not been paid before midnight on the _____ day of the month in which the same is due, the rent shall be considered delinquent and there shall be an additional charge of _____ Dollars per day for each day that said rent shall remain unpaid as and for a liquidated damage charge

6. SECURITY DEPOSIT. Lessor acknowledges receipt from Lessee the sum of (\$) as security deposit. Lessee agrees that Lessor may, at his option, retain said security deposit in order to remedy any default by Lessee in the payment of and to restore the premises to its original condition as the same was at the commencement of the initial term of this Rental Agreement to compensate Lessor for damages sustained as a result of Lessee's failure to give thirty (30) days written notice of Lessee's intention not to renew this Rental Agreement as provided above, or to compensate Lessor for any other actual damages Lessor may have.

Lessee further agrees that the above mentioned security deposit or any part thereof may not be applied or deducted by Lessee in lieu of payment of any rent due hereunder. Lessee shall be responsible for all cleaning charges, costs or restoration of the premises to its original condition, or any other damages in excess of security deposit, and for any and all other damages to the premises. Lessee acknowledges that the said premises have been inspected by Lessee and been found to be in a clean

and acceptable condition. Lessee further acknowledges that appropriate smoke alarms have been installed in the premises and are in working condition at the inception of the Rental Agreement. Lessee agrees to return all keys on or before the expiration of the Rental Agreement. In the event Lessee fails to return all keys, Lessee agrees to pay a charge of \$ to Lessor for the cost of changing locks and hereby authorizes Lessor to withhold such amount from the aforementioned security deposit at the Lessor's option. In the event Lessor believes it necessary to use any part of the deposit to repair damage to the house during the term of this Lease or to remedy any default by Lessee during the term of this Lease, Lessee agrees to re-deposit with Lessor the amount used by the Lessor within three (3) days following notice thereof by Lessor.

7. NON-REFUNDABLE CLEANING CHARGE. Lessee agrees to pay in advance a carpet cleaning charge of not more than and further agrees that Lessor may, at Lessor's option withhold said cleaning charge from tire above mentioned security deposit upon Lessee's vacating the premises.

8. NOTICES. All notices for which a provision is made herein shall be in writing by Lessor, mailed to or delivered to Lessee at the address of the premises above, or by Lessee delivering in writing the Lessor at the following address: Greystone Properties 1012 E. Walnut Springfield MO 65806

9. OCCUPANCY AND USE. The premises shall be used and occupied solely as a private dwelling by the above named Lessee and occupants which are as follows:

It is agreed and understood by Lessee that the occupants set forth in this Rental Agreement shall be limited to those written above, and no additional persons shall occupy or live in the premises except with written permission of Lessor and only after such persons have executed this Rental Agreement the premises shall be used solely for residential purposes and may not be used for commercial purposes whatsoever. Lessee agrees not to use or permit the use of the premises for unlawful or immoral purposes. Lessee agrees to keep the premises clean⁴ sanitary, and in good order, and agrees not to hamper, disturb or interfere with other neighbors or residents of the neighborhood, nor to create or suffer any nuisances in the premises affecting the rights of others, and agrees to comply with all laws, ordinances, rules, regulations and directions of governmental authorities. Lessee's failure to comply with any of the foregoing provisions will entitle Lessor to immediately cancel this Rental Agreement and shall entitle Lessor to immediate possession of the premises, but shall not relieve Lessee from his obligation for any rent due hereunder. Upon termination of this Rental Agreement, Lessee agrees to surrender possession of the premises in as good a condition of repair as when received, normal wear and tear accepted. Lessee agrees to park where designated and agrees to a limit of cars to be parked on the premises. Lessee further agrees that he/she will not park any motor vehicles on the street in front of the premises. Lessee further agrees to comply with all restrictive covenants which pertain to the subdivision in which the premises are located and the terms of such restrictive covenants are incorporated herein by reference.

NOTE: The below paragraph is voided at the time of leasing for those properties where pets are allowed.

10. PETS. Lessee shall not keep in or about said premises any live animals, fish reptiles or birds without the express written consent of Lessor as set forth below. If any unauthorized pet is discovered, Lessee

agrees to pay additional rent of (_____ \$) per month, commencing on the first day of the term of this Rental Agreement regardless of the time the pet first came to the premises. Lessee further agrees to remove said pet immediately upon demand or Lessee authorizes Lessor to remove said pet. Additionally, Lessee further agrees that the discovery of any unauthorized pet by Lessor shall result in the immediate cancellation of this Rental Agreement and shall entitle Lessor to immediate possession of the premises, but shall not relieve lessee from the obligation to pay the rent due during the term of this Rental Agreement. Lessee does hereby signify that he has read and understood this specific paragraph: _____

NOTE: The above paragraph is voided at the time of leasing for those properties where pets are allowed.

11. ASSIGNMENT. This rental Agreement is not assignable by Lessee, nor shall Lessee sublet the premises without the prior written consent of the Lessor. Lessor may assign Ns Rental Agreement or any deposits it may have under this Rental Agreement upon the sale of the building by Lessor. Lessee agrees to look to the purchaser of said premises solely for the return of any such deposits.

12. NON-LIABILITY OF LESSOR. Lessor shall not be liable or responsible to any person or persons for any damage to any property in or about the premises which is caused by fire or by the flooding or any water damage, overflowing or leaking of roofs, breaking of pipes or walls of said building or of any damage suffered by an act whatsoever beyond the control of lessor. Lessee shall pay Lessor for any damage to apartment, including glass, furniture or other personal property which shall occur in any manner whatsoever during their Rental Agreement through Lessee or Lessee's guests' negligence.

13. LESSORS RIGHT OF INSPECTION. Lessor expressly reserves the right to enter the premises at any reasonable time to examine the premises and contents thereof, to make such repairs, additions or alterations as Lessor deems necessary for the safety, improvement and preservation of the premises. The exercise of any right herein stated by Lessor shall not be deemed an eviction or disturbance to The Lessee's use and possession of die premises and shall not render Lessor liable in any manner to Lessee or to any other person, nor shall the same obligate Lessor to make any repairs, additions or alterations in the future. lessee shall not alter any lock or install a new or additional lock or locking device on any door of the premises without prior written approval of the Lessor.

14. IMMEDIATE SURRENDER. Upon Lessee's failure to pay any installment of rent when due, or in the event Lessee shall fail to observe and perform any of the conditions, agreements or rules set forth herein or in any rules and regulations for the premises accompanying this Rental

Agreement this Rental Agreement may be terminated by the election of Lessor and Lessee shall immediately surrender possession of the premises to Lessor upon receiving notice from lessor. In the event of such default, Lessee expressly waives his right to one month's notice, in writing, of termination of Lessee's tenancy.

15. PAYMENT OF ATTORNEY FEES. Lessee shall pay all attorney fees and expenses of the Lessor in incurred in enforcing any of the obligations of this Rental Agreement.

16. LIGHT BULBS. Upon taking of the premises by Lessee, said premises shall be furnished with one light bulb for each socket and replacement bulbs there after shall be at the expense of Lessee.

17. WATER FILLED FURNITURE. Lessee shall not permit water beds or water filled furniture on the premises unless written permission is granted and a certificate of insurance for such furniture is presented to Lessor or Lessor's representative which shall provide adequate coverage for any damage which may result from the placement of such furniture on the premises.

18. FURNISHINGS. In the event the premises are furnished, Lessee agrees that the list of furniture is accurately reflected on Exhibit "A" 'which is attached hereto and incorporated herein by reference, with said exhibit being signed by Lessee.

19. ABANDONMENT OF LESSEE'S PROPERTY. If upon the termination of the Rental Agreement or any renewal thereof, or abandonment of the premises by Lessee, Lessee abandons or leaves any property in the premises, Lessor shall have the right, without notice to Lessee, to store or otherwise dispose of the property at Lessee's cost and expense, without being liable in any respect to lessee.

20. ABANDONMENT OF PREMISES. In the event any installment of rent shall not have been paid within seven (7) days off its due date and Lessee shall not have been physically present in the premises during such period of time, Lessee agrees that it shall be conclusively deemed that the premises have been abandoned by Lessee

regardless of whether or not of Lessee's possessions remain in the premises, and in such event, the Lessor may take possession without process of law, without in any way being responsible or liable to Lessee for damages, trespass, lawful enter or any matter or thing whatsoever by reason thereof, and the Lessor may, at Lessor's option in the event of such abandonment, declare this Rental Agreement terminated and dispose of any personal property remaining in or about the premises. This right on the part of the Lessor shall be in addition to and not exclusive of any and all other rights and remedies provided by this Rental Agreement

or by law.

21. **DELAY IN POSSESSION.** The parties agree that if lessor is unable to give possession of the commencement date of this Rental Agreement, the rent provided for herein shall be abated until possession is given, and Lessee shall pay a fractional part from date of possession up to the first day of the next month following date of possession. Lessee waives all damages by reason of Lessee's failure to give possession of the premises. Lessor's failure to give possession of the premises on the commencement date of this Rental Agreement shall not extend the termination date of this Rental Agreement.

22. **NON-EXCLUSIVE REMEDIES.** In the event of default by Lessee of any terms or conditions contained herein, Lessor shall not be required to return any part or portion of the security deposit set forth above, but the Lessor shall retain the security deposit as liquidated damages for such default or may, at Lessor's option, retain the security deposit and apply the same against actual damages sustained by Lessor by reason of lessee's default. returning to Lessee any excess of the security deposit over and above lessor actual damages. The retention of the security deposit or any portion the rent shall not be the only remedy to which Lessor is entitled for any default by Lessee, but lessor shall have full and complete recourse against Lessee as provided for by this Rental Agreement and by law, and all remedies shall be cumulative and non-exclusive. Should Lessor determine to use any part of the deposit to repair damages to the premises during the term of this Rental Agreement or any renewal thereof, Lessee agrees to re-deposit with Lessor the amount so used within three (3) days following notice by Lessor. lessee agrees to pay to Lessor reasonable attorney fees and expenses incurred in and about enforcing any of the terms of this Rental Agreement in collecting past due rent and in and about recovering possession from tenant or for damages for repairs or cleanup expenses of the above described premises or for any other damages sustained by Lessor as a result of this Rental Agreement and any term or condition contained herein. In the event of default, of the LANDLORD or his agent employs the services of any debt collector or attorney to collect any money due under this agreement, the undersigned hereby consents that the debt collector or attorney may contact the undersigned at such times and places as said debt collector deems appropriate, and may contact any persons for the purpose of acquiring information to aid in the collection of any debt.

23. **REPRESENTATIONS AND LEASE APPLICATION.** Lessee covenants and agrees in the event that an application form is requested to be filled out by Lessee for this Rental Agreement then any and all representations and promises contained therein are incorporated herein by reference and are made a part of this Rental

Agreement. Further, this Rental Agreement is subject to Lessor receiving

a satisfactory credit report and an acceptable reference check on Lessee. Lessee hereby gives Lessor permission to make any inquires to check said credit and references of Lessee. Furthermore, Lessee hereby warrants that a] I information given to Lessor in said Application is true and agrees that if said information is false or if any credit report or personal reference is not to Lessor's satisfaction, Lessor may, at his option terminate this Rental Agreement immediately and said Rental Agreement shall be considered null and void.

24. ENTIRE AGREEMENT. It is understood by and between Lessee and Lessor that this Rental Agreement, the furniture schedule attached hereto, if any, the application completed by Lessee, if any, and the rules for conduct upon the premises, constitute the entire agreements by and between Lessee and Lessor, and the parties hereto

further agree that no warranties, expressions or representations which have been made heretofore shall have any legal effect unless the same are expressly set forth herein.

25. REPORT OF DAMAGE. Lessee agrees to report any damage done to the premises, regardless of the nature or sources of any such damage, to the lessor or Lessor's agent, within twenty-four (24) hours of such damage. Failure to report any damage done to the premises may, at the option of Lessor be considered a breach of this Lease and grounds for termination of the same.

26. SECURITY NOT PROVIDED. TENANT agrees that the LANDLORD shall not provide security guards or patrols, security lighting, security gates or fences or any other form of security. LANDLORD is not liable to TENANT for damage or loss to person or property caused by other persons, including but not limited to theft, burglary, assault vandalism or other crimes.

27. UTILITIES. Lessee agrees to arrange for the transfer of all utilities provided to the premises to Lessee's name and shall be responsible for the payment of all such charges for utility services during the term of Lease. Possession of property shall not be granted until said transfer of utilities is completed.

28. SMOKE DETECTORS. Lessee does hereby confirm that adequate smoke detectors are presently located and installed on the premises, that Lessee has inspected the smoke detectors, and the same are in operable condition at the time of the execution of this lease. Lessee further understands and agrees that a new battery has been installed in the smoke detector as of the date of the execution of this Lease, and that if said battery becomes weak, the smoke detector will give short periodic beep.

Lessee understands that it is their responsibility to replace the battery located in said smoke detectors as such replacement is needed. If Lessee is uncertain as to the size of

the battery needed for such smoke detector, he shall call the Lessor and obtain such information necessary to replace the battery and to keep said smoke detector in operating condition. Lessee further agrees that in order to test the smoke detectors' operating condition there is a test button located on the smoke detector which is to be pushed in order to hear the alarm. Lessee understands and agrees that he is responsible for testing the smoke detector on a weekly basis. Lessee further understands and agrees that he shall not disconnect or move the smoke detector from its present location and further agrees that he shall notify the Lessor or his agent, in writing, of any deficiencies in the smoke detector.

THIS FORM IS FOR MEMBERS OF THE GREATER SPRINGFIELD
APARTMENT & HOUSING ASSOCIATION USE ONLY

UNAUTHORIZED USE OF THIS FORM IS ILLEGAL

IN WITNESS WHEREOF, the parties hereto have signed this Rental Agreement on the date first written above.

OTHER: _____ LESSOR: _____

_____ LESSEE: _____
