

Rental Agreement

Residency and Financials

1.1 PARTIES AND OCCUPANTS

This Rental Agreement is between you, the undersigned lease-holding, adult resident(s):

and us, the owner/agent:

You've agreed to rent the property located at:

10060 valley Dr St. Louis MO 63137
(Address) (Unit) (City) (State) (Zip Code)
_____ Municipality

for use as a private residence only. The terms "you" and "your" refer to all residents listed above/occupants listed below. The terms "we," "us," and "our" refer to the owner/agent listed. Please list all additional occupants below:

- 1. Name: N/A Date of Birth _____
- 2. Name: _____ Date of Birth _____
- 3. Name: _____ Date of Birth _____
- 4. Name: _____ Date of Birth _____
- 5. Name: _____ Date of Birth _____
- 6. Name: _____ Date of Birth _____
- 7. Name: _____ Date of Birth _____
- 8. Name: _____ Date of Birth _____
- 9. Name: _____ Date of Birth _____

The home will be occupied exclusively by the resident(s)/occupants(s) listed above. The Owner/Agent must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

1.2 LEASE DURATION

TERM: Tenant(s) agrees to rent the Premises while abiding by the terms and conditions of this rental agreement. This rental agreement shall begin on 01/25/2023 at 12:01 a.m. and shall end 01/31/2024 at 11:59 p.m. at which time the premises shall be vacated returning possession and keys to Landlord unless otherwise authorized by the Landlord in writing.

All terms start on the first day of the rental agreement and end on the last day of a calendar month. Upon expiration of this Rental Agreement and if Tenant remains in possession of the rented premises with the consent of the Landlord, a new month to month tenancy shall be created between Landlord and Tenant which shall be subject to all lease terms and conditions. Month-to-month tenancy is subject to the current market rental rate, plus an additional \$50 per month, unless otherwise authorized by the landlord in writing. Thirty (30) days written notice served by either Landlord or Tenant on the other party is required to terminate this rental agreement, and rent must be paid for the full 30 days of the notice.

Pro-rated Rent Amount \$ 214.51 (Agreement begin date to last day of initial month Base Rent / Month #Days)

1.3 RENTS AND CHARGES

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***MONTHLY RENT PAYMENT: \$ 950**. Your monthly rent breakdown is as follows (checked boxes only):

[X] Tenant Base Rent \$ 950, [] Housing Program \$ _____, [] Garage \$ _____

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[] Pet Rent \$ N/A, [] Other _____ \$ _____

***Additional utilities are charged separately, when applicable. See your utilities section 1.5 of the lease for details on utility billing.**

You shall pay the monthly base rent listed above per month for rent, plus any additional monthly billing as outlined in your lease agreement, and continue for the full tenancy unless an alternate arrangement is agreed upon by management in writing. The first month's rent shall be due prior to move-in. Management reserves the right to void this rental agreement, or alter the lease start date and amounts due if all deposits and first rent payment have not been received prior to tenant's scheduled move-in.

Every month thereafter, you must pay your rent on or before the 1st day of each month. Late fees will apply to late payments made after 5:00 pm on the 5th of the month. See Section LATE PAYMENTS for details.

We may change the terms of this Rental Agreement in accordance with applicable law, including rent increases and other modifications to the terms of the contract.

1.4 LEASE RENEWAL / MONTH-TO-MONTH FEES

End of Lease Term: At the end of the lease term, this lease will automatically convert to a month-to-month status until a new agreement is signed, or tenant provides a 30-day notice to vacate and surrenders possession of the home. Tenants that are current on all rents and charges may request a lease renewal offer up to 45 days prior to the lease expiration date, or at any time during month-to-month tenancy. Landlord reserves the right to terminate tenant's occupancy with a 30-day written notice of non-renewal.

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Month to Month Fee: There will be a **\$50.00 month to month fee** charged and added to the original contract rent should a tenant remain in the home under a month-to-month agreement. Landlord reserves the right to increase rents, utilities and fees at any time during month to month tenancy, if tenant is provided with a minimum of 30-day advance notice of change.

1.5 RENT PAYMENTS

Payment of Rent: Tenant shall pay in full the monthly rent specified above on or before the 1st day of each month in advance without notice or demand. Rent shall be paid online directly through your tenant portal or in person at any Walmart or other authorized retailer with your payment voucher. We do not accept payment via mail, personal check, or at our office location.

It is extremely important to ALWAYS be prompt in paying rent. Failure to pay the rent causes a whole sequence of events to occur which costs the Landlord(s), Tenant(s), courts, banks, collection agencies, and many others precious time, effort and money to compensate for, correct, and resolve. **Any Rent and/or additional monthly charges paid on the 5th of the month at 5:00 pm or later is/are considered late and late charges shall apply.**

1.6 UTILITIES

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Utilities: TENANT is responsible for the following utilities in addition to the monthly rent (when checked):

Gas (In Tenant's Name), Electric (In Tenant's Name), Water (In Tenant's Name), Sewer (Tenant Portal), Trash

The GAS, ELECTRIC, WATER, TRASH utilities are to be transferred by the tenant into tenant's name on the day of move in/possession, unless otherwise required by Municipality regulation requires owner names to remain on utility, the tenant will reimburse through tenant portal. Tenant should call to schedule the transfer at least **48 hours prior** to your move-in date. Tenant will have a 72-hour grace period to have these utilities transferred into their name.

If tenant is billed separately for water and/or sewer, the bills will appear in your tenant portal under "utilities" near the end of each month. Any billing for utilities in the tenant portal will be due and payable with the following month's rent, and subject to the same due date (5:00 pm on the 5th).

If tenant fails to put the required utilities into their name, a \$45.00 processing fee will be added to each bill received by management, beginning with the 2nd bill received, and the billed amount and fee will be added to the tenant portal. Future rent payments will be applied to the oldest billing first, and you will be liable for late fees if all billing has not been paid in full by the due date.

1.7 LATE PAYMENTS

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Late Payment of Rent: To cover Manager's added cost of late payment, an additional fee of **10 percent of monthly rent billed plus \$ 0.00** per day will be billed if payment is not received on or before the **5th of the month by 5:00 pm**. Partial payment of rent will not reduce late charges. Landlord reserves the right to refuse partial payments for late rent. If your Rent is late, the Landlord shall have the right to consider you in default under this agreement. **Please contact your landlord with your planned payment date if you are paying late.** Late rent payments may be rejected by the landlord if your payment falls too closely with a scheduled court date for non-payment. The Landlord may revise the Late Payment of Rent policy provided a 30-day written notice has been mailed to Tenant via First Class Mail.

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1.8 PAYMENT APPLICATION

Payment Application: Money received by Landlord from tenant shall be applied to tenant's account in the following manner: first, to outstanding dishonored payment fees; second, to outstanding late fees chargeable to tenant; third, to outstanding legal fees, court costs, and/or administrative fees; fourth, to outstanding utility bills that are tenant's responsibility; fifth, to tenant chargeable damages to property; sixth, to collection agency fees; seventh, to costs for re-letting the property - if applicable; eighth and lastly to rent.

1.9 SECURITY DEPOSIT

Security Deposit: \$ 950

Security Deposit: To secure the property of Landlord from damage, Tenant has placed with Landlord a security deposit in the amount set forth above. This deposit will be utilized as a fund for repairing damage to rented premises. **It is not an advance of rent and may not be deducted from a rental payment at any time.** This security deposit is held in an Online Umpqua Bank Account owned and operated by [REDACTED] Realty, Landlord may receive interest on these funds. An additional Security Deposit amount may be required on a case by case basis at the sole discretion of the Management Company.

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1.10 ANIMALS

Refer to pet/animal addendum for additional information, charges and restrictions. No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily (visiting, or pet-sitting), anywhere in the home or home unless Landlord has authorized in writing. Should an animal be allowed, Tenant must sign a separate animal addendum and pay an additional fee or deposit as outlined in the addendum. Landlord may require a written statement from a qualified professional verifying the need for the support animal. Tenant shall not feed stray or wild animals. If you or any guest or occupant violates animal restrictions (with or without the tenant's knowledge), tenant will be subject to charges, damages, eviction, and other remedies provided in this rental agreement. If an animal has been in the home or home at any time during the term of occupancy (with or without landlord consent), landlord may charge tenant for defleeting, deodorizing, and shampooing, and all services needed to make unit ready to rent. Initial and daily animal violation charges and animal-removal charges are liquidated damages for landlord's time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. Landlord may remove an unauthorized animal by: Leaving, in a conspicuous place on the door of home or home, a 24-hour written notice of intent to remove the animal and following the procedures in this rental agreement. Landlord may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, landlord will not be liable for loss, harm, sickness, or death of the animal unless due to landlord's negligence. Landlord will return the animal to tenant upon request if it has not been turned over to a humane society or local authority. Tenant must pay for the animal's reasonable care and kenneling charges. Landlord will have no lien on the animal for any purpose.

1.11 RETURNED PAYMENT

Returned Payment: If a payment presented to Landlord for payment is returned by a financial institution for any reason, Tenant will immediately replace with local certified or cashier's check or money order, or cash through your rent voucher program in the tenant portal, and tenant will pay a **returned payment charge of \$ 50.00** to cover the additional administrative costs and financial institution fees charged for the returned payment. Banking institutions of the Landlord and/or Tenant may bill the Tenant account for returned payments in addition to the fee collected by landlord. All future payments by Tenant will only be accepted in form of rent money voucher, and other Tenant Portal payment options may no longer be offered.

1.11 OCCUPANTS

Occupants: The only occupants to occupy the Rented Premises are listed in section 1.1 of this agreement; the Landlord must approve any others: In consideration of the mutual agreements and covenants set forth below, the payment of rent and the deposit of the amount specified above to secure the premises from damage, the Landlord hereby agrees to rent to Tenant(s) jointly and severally, the premises described above for the term stated. The rented premises shall be used as dwelling, and not otherwise, and shall **not be sublet, assigned or transferred** in any manner without the written consent of the Landlord. **REMOVING AN OCCUPANT:** Please contact your landlord if you would like to put in a request to remove an occupant or lease holder from the rental agreement upon their vacating. Landlord reserves the right to deny the request to remove a lease/holder or occupant until the end of the current lease term. Landlord may request additional documentation prior to reviewing the request to remove an occupant.

1.12 OUTSTANDING ACCOUNT BALANCE

Outstanding Account Balance: will accrue at 17% annual percentage rate effective immediately upon move-out and return of possession to Landlord. Outstanding account balance includes any and all Tenant responsible charges and is retroactive to the due date. There is no grace period and additional charges as listed in this agreement will begin to accrue immediately.

If not paid in full within 30 days of receiving final settlement, tenant(s)' outstanding balance shall increase by 33% for attorney, court costs, and

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legal fees. This new balance shall accrue at 17% interest, compounded monthly.

1.13 MOVE-IN

Move In: Tenant acknowledges having inspected the rental home/unit, both interior and exterior and accept the rental unit in its current condition prior to move-in. The "Move in Inspection" properly documents the condition of the unit at this time along with the move-in photos included with the Move-In Inspection form. Tenant acknowledges this completed "Move in Inspection" form and photos will be used for the tenant's move out process. The move-in inspection is not to be used as a request for repairs. Tenant move-in inspection is not a work order request, and does not imply that tenant or landlord will perform repairs for items listed in the inspection report and photos. **All requests for repairs should be made through a separate work order, which can be placed in the Tenant Portal.** Landlord reserves the right to deny cosmetic repair requests at management discretion.

1.14 IDENTIFICATION

Identity: Landlord may request tenant ID, and/or take photos and videos of all tenants and all occupants to properly document and verify identity of tenant(s) entering into this rental agreement. These photos shall remain in the tenant file and has become part of routine business practices today due to increase in personal identity theft. Photos are less intrusive than fingerprints. The Tenant(s) shall become part of this rental agreement as an attachment "Tenant Photos" to this rental agreement.

1.15 INSURANCE

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Renter's Insurance: Tenant is strongly encouraged to obtain Renter's Insurance with an effective date the same as this rental agreement.

1. Landlord does not insure Tenant's person or personal property anywhere in the rented premises.
2. The Tenant states the rented premises have been examined to the extent necessary to ascertain its condition.
3. The premises are rented in the condition found and Landlord shall not be liable to Tenant, or anyone on the premises with consent or at the invitation of the Tenant, for property damage or personal injuries caused by or arising out of the condition of the rented premises, it being understood the Tenant, and all others, take the premises as they find them.
4. In the event such damage or injury arises out of Tenant's failure to maintain or repair, the Tenant shall indemnify Landlord, agents and employees, from any such claims and hold them harmless.
5. We do not maintain insurance to cover your personal belongings or personal injury. You assume all liability for personal injury, property damage or loss, and insurable risk. We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.
6. **BASEMENTS:** All basements are subject to water intrusion. Residents are discouraged from storing personal items in the basement. If tenant has laundry hookups in the basement, tenant is encouraged to keep their appliances off the basement floor, and raised on an appropriate platform, such as a laundry pedestal. Landlord is not responsible for damage to personal items or appliances in the basement, regardless of the source of the damage. Tenant is encouraged to speak with a rental insurance provider regarding availability of renter's insurance coverage that covers tenant items in the basement.

1.16 KEYS, LOCKS and RENTLY SYSTEM

All deadbolt locks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in. The Rently system will remain on and installed for tenants. Please contact Rently for an app for you smart-phone.

Door Locks and Keys: Tenant shall not tamper with, remove, or damage exterior doorknob locksets and / or deadbolt locksets. Landlord has installed a professional lock systems in dwelling. If your rental comes with a Rently, or other brand keyless entry system, tenant is responsible to keep and maintain the system. Rently is not a security system. Please see additional information packet regarding your Rently system and its use. The fees for lock changes/replacement is as follows:

\$60.00 per exterior doorknob set with deadbolt lock with one key per household.

\$10.00 for each replacement or additional key.

\$25.00 for each garage door opener (when applicable)

\$50.00 for each Rently system component that is missing or damaged: Keyless entry deadbolt lock, HUB system (wall plug), motion sensors, window sensors, or door sensors.

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All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned.

Tenants are not authorized to perform lock changes. If a tenant changes the locks, the landlord must be provided with a copy of the new key, at the tenant's expense, within 24 hours. Landlord reserves the right to drill/change locks when tenant has not provided landlord with a copy of the current key.

1.17 AGENCY

Agency: Landlord has authorized the Manager/Agent to enter into this rental agreement on his/her behalf, to receive and receipt for rent, and to do any and all other things necessary or desirable to administer or effectuate this agreement during Tenant's occupancy. Rent shall be paid, and all notices, requests or other communications shall be by or to Landlord through Manager/Agent through the Tenant Portal. Manager/Agent for the Landlord will be referred to as the Landlord in this rental agreement and has full authority from the owner to manage the rented premises.

Master Lease: Lessee acknowledges that the Premises is subject to a certain Master Lease Agreement by and between various parties as landlord ("Master Lessor"), and Lessor as tenant, and that this Lease shall in all respects be subject and subordinate to the terms of the Master Lease and any other ground lease, master lease or underlying lease now or hereafter placed on the property containing the Premises. No further documentation shall be required to evidence the foregoing; provided, however, that in confirmation of such subordination, Lessee shall execute promptly any certificate, in recordable form, that Lessor may reasonably request. In the event Master Lessor shall succeed to the rights of Lessor, or if any lessor of any underlying or ground lease shall succeed to the position of Lessor under this Lease, then Lessee will recognize such successor landlord as Lessor of this Lease and pay the rent and attorney to and perform the provisions of this Lease for the benefit of any such successor Lessor, and Master Lessor will recognize Lessee under this Lease. No documentation other than this Lease shall be necessary to evidence such attornment but Lessee agrees to execute any documents, in recordable form, reasonably requested by the successor Lessor to confirm such attornment or to otherwise carry out the intent and purposes of this Section.

Realty or any of its subsidiaries or parent companies are authorized to enter into this rental agreement on his/her/their own behalf, to receive and give receipts for rent, and to do any and all other administration necessary or desirable to administer or carry out this rental agreement during Tenant's occupancy. Rents, deposits and/or additional rents shall be paid to, and all notices, requests or other communication shall be sent and/or directed to the mailing address and/or phone numbers and/or e-mail listed above unless otherwise authorized in writing.

1.18 LOSS OF SERVICES

Loss of Services: Landlord shall not be responsible to Tenant or any others for a loss or reduction of services by acts not willful, or conditions beyond Landlord's control, nor shall any loss or reduction of services terminate this Rental Agreement or reduce the amount of rental due hereunder, except as provided by law. Examples include but are not limited to: hurricane, wind-storms, tornadoes, floods, along with any acts of terrorism, any criminal acts, or bizarre accidents such as vehicles, planes, etc.

Landlord shall be given proper notice of the loss of services, and access to the home to assess any damages.

1.19 TRASH DISPOSAL

Trash Disposal: Tenant is responsible for all trash, debris, and recyclables removal. Tenant shall abide by all local and state laws, regulations, and ordinances. Most cities, towns, neighborhood and owner associations have adopted and implemented very strict rules regarding trash disposal including specific containers and specific hours to set out trash, debris, and recyclables at curbside in approved or authorized trash containers. Violators can be issued a citation and fined on the spot without warning. Should this happen from tenant non-compliance, the tenant shall be assessed a trash disposal fine charge of 125% of assessed fine to handle administrative costs of processing citation and fine.

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1.20 ABSENT 7 DAYS

Absent 7 Days: In the event Tenant will be absent from the rented premises for more than seven (7) days, Tenant agrees to notify Landlord. During such absence Landlord(s) may enter the rented Premises to inspect and protect the property, or for any other reason deemed necessary. This is to prevent damage from leaking pipes, pests, vandalism, etc.. When tenant is gone for an extended period during the fall or winter, tenant must maintain the heat at a minimum of 55 degrees F, leave cabinet doors open, and water faucets at a slow drip to prevent damage from freezing temperatures. Extended absence without notification may be deemed Property Abandonment.

1.21 10 DAYS ABSENCE / ABANDONMENT

10 Days Absence/Abandonment: by Tenant with rent unpaid, or the removal of a substantial portion of Tenant's personal property without explanation or notice to Landlord, shall be deemed an abandonment of the rented premises by Tenant. In such event, Landlord may reenter the rented premises immediately, take all action necessary to remove remaining property and belongings of Tenant, and re-let without notice and without responsibility for damages resulting therefrom. Tenants found attempting to abandon the property at any time without paying rents and/or additional rents are considered in default of this agreement. In such event, Landlord may reenter the rented Premises at

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Landlord’s discretion, take all action necessary to remove remaining property and belongings of Tenant, protect the premises from further deterioration and/or damage, restore the property to original condition, and re-let, without notice and without responsibility for damages resulting thereof.

1.22 DEATH

Death: In the event of single or both or all Tenant(s’) death before expiration of this Rental Agreement, Landlord shall have the right to declare this Rental Agreement terminated. Landlord shall have the right to remove personal property or belongings of the Tenant from the rented premises and store same at a commercial storage firm at Tenant's expense, or on suitable portions of the rented premises. Landlord shall reasonable precautions to safeguard said property or belongings, and shall not be obliged to store the items in the premises, and shall not be responsible for loss or damage beyond his control.

1.23 LEASE BREAK FEE

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Re-Rental Charge: If tenant moves before the end of the term for any reason, a re-rental fee, the sum of one and a half (1.5) month’s rent, shall be due immediately at time of the final move out inspection to cover Landlord’s expenses in obtaining a new tenant. Tenant must always provide landlord with a written, 30-day notice to vacate, regardless of the lease term remaining.

1.24 MOVE OUT PROCESS

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Move-Out Process: Tenant shall notify the Landlord in via the tenant portal, or by email, of tenant’s intent to vacate property and return possession to landlord. Notice must list the date to terminate tenancy and the requested business day for their move out inspection. This notice from the tenant shall be received a minimum of 30 days in advance of their requested date. Additional rent and/or charges due will be deducted from the Security Deposit, along with any repair, restoration, or replacement of any items to bring the premises back to the original condition from prior to move-in. Tenant(s) who do not provide a forwarding address waive any requirement for notification of charges to be deducted from deposits. 30-day notice forms can be provided to the tenant upon request. All keys must be returned to the landlord, and tenant is encouraged to request confirmation of receipt of keys by the landlord

1.25 RETURN OF POSSESSION OF PREMISES

Return of Possession of Premises: Tenant shall return possession of premises to Landlord in the same or better condition than beginning date of this rental agreement. Premises should be clean and ready to rent to new Tenant, normal wear the exception, including clean windows and storm windows, working light bulbs in every fixture, and in move-out condition, inspection graded and compared against move-in inspection. Move out inspection shall be scheduled during business hours. Fees for material and labor in addition to damage fees will be deducted from security and/or other deposits and, if fees to restore premises to move-in condition exceed funds set aside in the security deposit, Landlord(s) may report deficiency to credit bureaus and may pursue legal action to collect expenses incurred from Tenant. Prices and charges listed are subject to change according to laws, ordinances, and cost of living.

1.26 BANKRUPTCY

Bankruptcy: If Tenant should be declared bankrupt during the term of this Rental Agreement, the Landlord, at his option, may terminate this Rental Agreement. If so terminated, the Tenant agrees to promptly vacate the premises removing all personal property and belongings and upon his failure to do so, the Landlord may take all steps necessary, including storage of Tenant's property, and shall not be responsible to Tenant for loss or damage due to causes beyond Landlord's control.

1.27 RENTAL APPLICATION

The Rental Application to rent the premises herein rented is hereby made a part of this Rental Agreement. Tenant warrants the information contained therein and if false, the Landlord may, at his option, terminate the Rental Agreement. If such an occasion arises that Tenant may not be able to occupy the dwelling for the full term of this Rental Agreement, the Tenant may at the option of the Landlord, be allowed to terminate the Rental Agreement by paying to the Landlord an early leave Rental Agreement fee and/or penalty and/or fine equivalent to one month's rent.

1.28 MAINTENANCE AND REPAIRS

Maintenance & Repairs: Landlord agrees to repair the property when repairs needed are caused by forces beyond Tenant’s control and to which Tenant have not contributed (hurricane, earthquake, flood, fire, tornado, ice storms, etc..) which renders the premises unsafe or uninhabitable. Landlord reserves the right to terminate the lease to make extensive repairs or dispose of property. In such a case where the Tenant must be displaced, Landlord is not obligated to provide alternate housing arrangements or make any provisions for the Tenant beyond returning security deposit and pro-rated prepaid rents or additional rents. However, Tenant(s) may request relocation relief through

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insurance claims, Federal Emergency Management Agency (FEMA) grants, or other local, state, and federal disaster or relief organizations. Tenant may also request relief from their Renter's Insurance provider. All repairs and maintenance that Landlord is responsible for shall be done at Landlord's sole discretion. Tenant agrees to keep the premises in a clean and good condition at all times and to repair the premises or property when damage is caused by misuse or neglect, rather than as a consequence solely of normal and reasonable wear.

APPOINTMENTS: Landlord may enter the home to perform repairs or inspections with a 24 to 48 hour written notice of entry (depending on your region). Notice of entry will be posted to tenant door. For non-emergency repairs, tenant may request to be home for the appointment, as long as the appointment window falls **within standard business hours on a weekday**. If a minor is present in the home, they must be accompanied by an adult (18 or older) tenant during a repair appointment, or the appointment will be re-scheduled. **Any animals in the home must be secured or kenneled in an area that will not need to be accessed by repair vendors or staff.** If a work-order must be re-scheduled due to tenant non-compliance or access restrictions at the fault of the tenant, Landlord reserves the right to cancel and close the work order, or provide tenant with notice of entry to perform necessary repairs.

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Should Tenant not-co-operate with Landlord to make repairs, Landlord may terminate lease immediately.

Listed below are a few examples of tenant chargeable maintenance and repair cost:

1. When sanitary napkins, garbage, grease, or foreign or harmful substances are placed into plumbing receptacles (sink, toilet, drain).
2. When damage results from activities or actions, which violate this agreement by Tenant or Tenant's guests.
3. When damage is caused by wind, rain, or other elements from leaving windows open or by the overflow of water in the property.
4. When and if the premises are burglarized or broken into for all property damage resulting from the incident.
5. When tenant does not maintain proper home temperature, resulting in frozen/damaged pipes, mold/mildew accumulation, etc..
6. **In addition** to all other duties of maintenance, the Tenant shall:
 - a.) Immediately call 911 if Tenant believes a crime is being committed or occurred and or medical emergency and fire emergency. b.) Comply with all obligations imposed on Tenant by building and housing codes materially affecting health and safety;
 - c.) Keep the property and premises as clean and safe as possible;
 - d.) Dispose from the rented dwelling unit and premises all ashes, garbage, rubbish, and other waste in a clean and safe manner;
 - e.) Use the plumbing in a reasonable manner and if by Tenant misuse it should freeze, burst, or get out of order, Tenant agrees to sustain cost of same repairs (the Landlord is to maintain and repair at Landlord's expense any plumbing deficiencies due to normal wear and tear)
7. FROZEN Pipes are tenant chargeable.
8. Should below freezing extreme cold temperatures be forecasted for an extended period (enough time to freeze water), Tenant shall take action to prevent frozen pipes:
 1. Open base cabinet doors on sinks and remove items allowing heat and warm air to access plumbing pipes in base cabinet. Placing a small fan could be very helpful.
 2. Turn on hot and cold-water faucets to the smallest steady stream possible along with occasionally turning on faucets with short blasts help to prevent freezing of pipes. The minimal increase in the water bill is a lot less expensive in both cost and inconvenience when dealing with a major plumbing problem.
 3. If home has a "crawlspac", tenant shall place cardboard or plastic to close up crawlspace vents on exterior of home.
 4. In extreme weather situations where tenant cannot remain in the home for reasons such as job or family commitments, etc, tenant should consider turning off main water valve to prevent property damage occurring from water supply lines bursting in an unoccupied premises. This will save tenant damage to personal property, premises, along with the huge inconvenience and expense of frozen pipes.
9. Keep all plumbing fixtures in the dwelling unit or used by the Tenant as clean as possible;
10. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances; and repairs made that are caused by tenant's neglect, abuse, or misuse will be paid by tenant.
11. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so;
12. Conduct himself/herself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment;
13. To abide by any rules or regulations adopted by the Landlord to promote the convenience, safety, or welfare of tenants in the premises to preserve the property or fairly distribute services or facilities.

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Tenant understands and acknowledges tenant is responsible for the maintenance and the cost of:

- **ALL pest control and treatment.** Tenant is responsible for the cost of all readily observable pest control of the Premises such as ants, roaches, rodents, birds, insects, silverfish, fleas, spiders, bed bugs or other vermin within Tenant's ability to control with off-the-shelf devices or chemicals such as traps or approved sprays, or other methods such as physically blocking or disturbing habitat or entrances to the premises thereof. The Tenant has responsibility to notify the Landlord when recognizing any signs of hidden or non-observable pests such as crumbling structural walls, floors, beams, supports, trim, roofing, and so on, or to request assistance for observable pests if required such as for serious infestations where commercial remedies may be needed.
- **Snow and ice removal** on driveway, sidewalks, porches, and patios, and other areas that may otherwise pose a danger to any persons


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- on or about the premises including the public using the sidewalks, driveways, porches, steps, patios, decks, etc.
- **Replace the furnace air filter every 3 months.** Do NOT remove air filter without replacing it. Replacing air filter monthly will reduce your utility bills by allowing your heating and air conditioning system to run more efficiently. HVAC system found with dirty and clogged air filters or with air filters removed will be charged.
- **Any broken glass**, such as windows, no matter how it gets broken.
- **Any broken door or lock** - including storm doors, exterior doors, interior, closet doors and garage doors, no matter how it gets broken.
- **Any damage to the walls, ceilings, floors, carpeting, tile, trim, doors, permanent fixtures, or other parts of the dwelling** caused by the Tenant or Tenant's Occupants or Guests or animals.
- Tenant shall know exact location of water, gas, electric shut off valve(s) and shall turn off the water should a pipe burst or leaks out of control.
- Should Tenant fail to make repairs or replacement, Landlord may do so at Tenant's expense and charge Tenant the cost of the repair or replacement including labor, material, service call and travel time as added rent which shall become due and payable under the terms and conditions of normal rent.
- Quickly evacuating all Occupants of the Premises to a safe location such as a neighbor's home or off the property in the event of an actual emergency or an uncontrollable fire or undetermined smoke (as deemed by the Tenant) and call telephone number 911 immediately. Do not go back inside the dwelling to retrieve any belongings or for any other reason until competent authority has cleared the scene reporting dwelling is safe.
- **Replacement of light bulbs** anywhere in or on the home or property.
- **Replacement of batteries** in any wireless equipment, including but not limited to: smoke detector, Rently locks, Rently sensors. Tenants are obligated to keep smoke detectors in working order at all times, and should notify management immediately if assistance is needed in replacing batteries or replacing.
- **Clogged toilets** are tenant responsibility. Tenants are required to keep and maintain basic home-care items, such as a plunger. Only toilet paper should be flushed down a toilet. If a toilet needs snaking for other items clogging the toilet will be tenant chargeable.
- **Clogged bathroom sinks or shower drains** should be evaluated by the tenant prior to making a maintenance request. Bathroom drains and shower drains will require regular tenant maintenance. Tenants are required to keep and maintain basic home-care items, such as drain-clearing products that are appropriate for the type of drain it will be used it. NOTE: do not use liquid drain products in your toilet unless the packaging specifically says it is made for toilets and safe to use on them.
- **Clogged kitchen sink** is tenant responsibility to maintain. Clogged sinks should be manually cleaned by hand to remove food products. Please refer to your tenant move-in packet for information on how to clear clogs in your P-Trap.
- Garbage disposal is for small food waste only. If your home has a garbage disposal, replacement cost for mis-use will exceed \$100, depending on the type installed in your home.
 - **What NOT to put down the garbage disposal:** 1) Grease, oil or fat (should be scraped into the trash or jar). 2) Onions - any part. 3) Egg shells. 4) Nuts/shells. 5) Coffee grounds. 6) Pits or seeds. 7) Bones. 8) Rice, pasta or bread. 9) Stringy fruits or vegetables (such as asparagus). 10) Large/bulky waste. 11) Harsh chemicals (try dish soap instead). 12) Any non-food items.

Yard maintenance is tenant's responsibility. If home is shared by more than one unit, maintenance of the exterior will be shared between all units, with the exception of grass cutting. Grass cutting will be handled by the landlord in multi-family homes, and this service may include an additional monthly fee. Any fees imposed by the city for improper maintenance is tenant chargeable. **Lawn/Landscape/Maintenance and Care:** Tenant is responsible for all lawn care and maintenance of vegetation on the Premises as follows:

- **Grass shall be cut by tenants in single family homes.**
- **The grass cutting will be arranged by the landlord for multi-family buildings. There may be a fee associated with this. This fee will be listed in your lease agreement under section 1.3 RENTS AND CHARGES. This fee will also be added to your tenant portal for payments. Management reserves the right to add this grass cutting fee to any home where Landlord must take over grass cutting for the tenant. This fee is not to exceed \$80 per month for bi-weekly cutting.**
- Grass shall not exceed 6 inches in height.
- Grass shall not be cut shorter than 2 inches.
- Maintain the lawn in good condition.
- Water lawn during as needed following local restrictions.
- Trimming to keep landscaping weed free,
- Keep fence rows clean and free of all vegetation
- Keeping any and all vegetation from growing on any structure, building, fence row, decks, porches, sidewalks, garages, sheds and outbuildings, driveways, and steps.
- Gutters shall be cleaned once in the spring and once in the fall before winter.
- The objective of this section is to keep the lawn and property well maintained and groomed so as not to cause a nuisance to neighbors and to prevent Code Enforcement Officers from issuing citations for these items listed. (The city issues citations with fines and do not issue warnings.)
- If Code Enforcement issues a citation and fine, the tenant shall be charged 125% of fine for administrative costs involved in processing citation and fine and shall comply with all directions noted in citation including deadline, if any, listed by Code Enforcement Officer.
- **Should Code Enforcement officer(s) issue any additional citation(s) and fines of any kind, Landlord may at Landlord's sole discretion select any or all:**
 - **Increase rent \$80 monthly for Lawn Care Program for remainder of rental agreement.**
 - Terminate Rental Agreement
 - Charge tenant 125% of issued citation and fine.

Initials: 



1.29 CODE ENFORCEMENT

Code Enforcement: Tenant shall always first contact Landlord via website or email with any maintenance or repair request of any kind.

Should Tenant contact Code Enforcement BEFORE contacting Landlord, Landlord may at their sole discretion choose to immediately terminate this lease agreement and/or not renew or extend this lease.

Should Landlord fail to properly address any maintenance or repair issue regarding premises that is a Landlord responsibility, tenant shall contact the Tenant Complaint Department at [REDACTED] Realty, give your name, address, phone, and description of request and complaint. Tenant shall NOT contact local Code Enforcement as local government is very aggressive in issuing citations and fines as a means to generate revenue for the city.

- NOTE Code Enforcement Officers are NOT repair or service persons.
- Tenant shall pay 125% of any fine(s) issued by Code Enforcement Officers. The additional cost covers administrative cost involved in processing citation and fine.
- Always contact landlord at office and if you have a complaint or unresolved issue, please email your property manager, or message through your tenant portal.

1.30 SERVICE CHARGE / MISSED APPOINTMENT

Service Charges involving repairs and maintenance: \$75.00 service call fee will be charged for any missed Work Order appointment and will be added to the cost of any tenant chargeable repair(s). This fee will be waived for the first offense per calendar year. If an appointment must be re-scheduled, Tenant is required to give at least 24-hour cancellation notice prior to the original appointment time. This is subject to change with written notice from Landlord.

TE
(Initials)

1.31 LEGAL FEES / COURT COSTS

Legal Fees / Court Costs: Tenant is responsible for all court costs, attorney fees, and all other reasonable charges associated with legal action allowed by law for the Landlord to enforce any or all parts of this rental agreement. If Landlord refers Tenant's delinquent account for collection, Tenant balance shall immediately increase 33% for collection fee and interest will accrue thereon at 17% compounded monthly. When Landlord is awarded judgment against Tenant for breach of contractual requirements or obligations of this rental agreement, Tenant agrees to pay Landlord's court costs, legal fees, and all past due rents, deposits, and other charges immediately.

Additionally, Tenant shall pay Landlord \$375.00 for legal fees and court costs immediately upon the filing of a forcible detainer action (filing the eviction).

Tenant shall pay a \$250 court appearance fee for every court appearance the Landlord/Agent must appear in court. The landlord encourages tenant to avoid legal action as all the legal fees and costs are passed down to tenant.

1.32 APPLIANCES, EQUIPMENT, AND FIXTURES

TE
(Initials)

Appliances, Equipment and Fixtures: The Landlord does not normally supply non-fixed (non-permanently built-in) appliances, equipment, or fixtures such as stoves and/or refrigerators and/or freezers and/or washers and or/dryers and or lawn mowers. However, if any such non-fixed appliances are supplied, they may be used by the Tenant "as is" with no warranties made as to their suitability. Whether used by Tenant(s) or not, upon move-out, such items must be returned to their original condition of cleanliness and operation found upon move-in and detailed in writing in the move-in checklist. Likewise, the Tenant(s) may also choose to use their own appliances in lieu of any that may be in the unit, and will provide for safe and secure storage of any appliances belonging to Landlord. The use of gasoline stoves or other similar fuel burning appliances using highly flammable liquids and the use of portable kerosene, butane or propane stoves or other similar portable fuel burning appliances for heating or cooking (except cooking grills used only outdoors) is prohibited by law and by this agreement. Dishwashers, garbage disposals, electronic air filters, water softeners, garage doors, electronic door openers, fireplaces, windows, doors, ceiling fans, and any other appliances or fixtures are not warranted by Landlord and may or may not be repaired at their option. The Tenant will be responsible for all preventive maintenance, cleanliness, and overall general repair and safe keeping of these items due to loss, negligence, and/or operation not in accordance with the manufacturer's instructions. Landlord(s) shall be responsible for fixed appliances and fixtures due to normal wear and tear and will make repairs at their option within a reasonable time period other than due to circumstances beyond Landlord's control. Permanently-fixed appliances and fixtures are furnaces, central air conditioning units, whole house hot water heaters, in-wall-mounted ovens and microwaves, hard-wired smoke detectors, bathroom exhaust fans, toilets, bath tubs, shower stalls, attached cabinetry, sinks, and dishwashers must be maintained and cared for by Tenant. Tenant must notify Landlord as soon as possible of any deterioration, malfunction, or damage to or caused by fixed appliances and fixtures so corrective action may be taken as soon as practical. In multi-unit buildings, some facilities may be shared, such as laundry, even if appliances are tenant owned.

Initials: TE

PB



Landlord has provided the following appliances in as-is condition at the start of the lease (when checked):

Refrigerator, Stove/Range, Washer, Dryer, Other _____

1.33 HAZARDOUS ITEMS

Hazardous Items: Tenant shall not keep or have on the rented Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire or personal injury on the rented Premises, or that might be considered hazardous by any responsible insurance company, fire marshal, municipal inspector, or other authorized officials.

1. Illegal possession of bomb making materials, explosive devices or weapons, or other substances deemed illegal and hazardous by law are absolutely forbidden on or near the Premises – violations of such are good cause for termination of the rental agreement and result in immediate eviction proceedings.
2. Liquid Propane (LP) gas bottles used solely for the purpose of outdoor cooking grilles may be used according to the manufacturer's safety and use instructions. Gas / LP / Charcoal grilles can be dangerous if operated in a manner inconsistent with the manufacturer's operating instructions such as too close to buildings, during high winds, and/or if left unattended.
3. Flammable liquids or compressed gases, chemicals, sharp gardening tools, lawn mowers, and more, should be stored away from the building under lock and key, and in approved containers to prevent the build up of fumes or access by unauthorized users.
4. Other hazardous items that may incur legal liabilities are swimming pools, trampolines, playground equipment, etc., and the Tenant is responsible to ensure the safe use thereof. For example, the Tenant should install secure and child proof fencing in a swimming pool to prevent accidental drowning to children or pets who may wander onto the Premises.
5. Firearms and ammunition should never be left where children can play with them, and should be secured in approved storage containers and with locking trigger guards with keys isolated from their access.
6. Children should not be allowed to play with matches, dangerous items, or have access to harmful chemicals or tools without supervision. Parents with small children should strongly consider using "child-guards" on all electrical receptacle outlets, cabinets and drawers that may pose a danger.
7. Automatic garage door openers must have electric-eyes or pressure sensors to prevent accidental injury to small children and pets.
8. Refrigerator, freezer, oven, and other cabinet type doors must be removed when units are discarded to prevent accidental suffocation of children. This is required by local ordinances.
9. Do not leave burning candles, cooking devices, clothes irons, or other sources of ignition unattended.
10. Do not use electrical extension cords under carpeting or where they can become overloaded or damaged and cause sudden fires.
11. Do not store combustible items such as paper, trash, curtains, clothing, etc., within 18 inches of devices such as hot water heaters, base board heaters, furnaces, fireplaces, etc.
12. If you smell natural gas, exit the building of all occupants and call 911. Remember: all accidents can usually be traced to a cause which is preventable. Intentional violations of these provisions of the rental agreement can be cause for eviction. Contact the Landlord if you require any additional information or assistance.

1.34 BASEMENT / CRAWL SPACE / SHED / GARAGE

Basements: Water intrusion in a basement is common. Please do not store personal items/valuables on the basement floor. Refer to section 1.15 of the lease.

Crawl Space / Outdoor Shed Storage / Detached Garage: Crawl spaces and outdoor sheds leak and may contain excess moisture and may be susceptible to mold, fungus, bacteria, germs, and/or odors. The Tenant assumes ALL responsibility for storing any items in these areas. Garages should not be used as storage for temperature sensitive items. Hazardous materials are not to be stored anywhere on the property.

1.35 ENVIRONMENTAL

Mold, Mildew, Microbes, Fungus, Algae, Radon, Or Other Environmental Conditions: may exist in the Property of which the Landlord is unaware. Such contaminants generally grow in places where there is or may have been excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. These conditions may be identified with a typical home inspection and by personal observation. Landlord recommends Tenant obtain a home inspection to better determine the condition of the property. It is the Tenant's responsibility to prevent and/or otherwise control mold, mildew, microbes, fungus, algae, or other unsanitary conditions on the Premises by keeping the dwelling clean and appropriately dry, and immediately reporting any conditions to the Landlord which cannot be controlled. Leaking or sweating plumbing pipes or fixtures, heating systems and air conditioning coils, lack of ventilation from cooking or steaming hot showers or storage areas, garbage disposals, dishwashers, waste cans or receptacles, clothes dryers not properly ventilated to the exterior, excess humidity in the home during cold weather, open windows during inclement weather, inadequate cleaning and maintenance which allows mold and mildew to penetrate tile grout and caulking around showers, sinks, toilets, tub fixtures and more, all may contribute to rapidly spreading conditions which may not at first be readily observable.

Simply using products like "Tilex" and tub cleaners with mold and mildew inhibitors on a weekly basis will greatly reduce growth of these contaminants. Using central or window air conditioning units, ceiling or floor fans, or other methods of ventilation can control extremes of humidity. If there are any doubts about such contaminants, contact the Landlord as soon as possible for assistance to prevent, limit, or otherwise remediate the sources for moisture and suspected environmental conditions. The Landlord shall reserve the exclusive right to

terminate this agreement should the Tenant not make reasonable efforts to maintain the cleanliness and acceptable humidity of the Premises.

1.36 ANTENNA / RADIO / CABLE TV / SATELLITE DISH

Antenna / Radio / Cable TV / Satellite Dish: Tenants who wish to install external equipment to the building structure or Premises must abide by the following:

- Tenant shall send written request to landlord detailing the description of the equipment Tenant wishes to install on the property. Tenant shall describe in their written request to the Landlord the exact location of where the equipment is recommended to be installed. Landlord will review the tenant's written request and shall contact the Tenant regarding what is permissible with their request. If a request is approved, such structures should not normally be visible from the street side of the home, and should be sized according to current technology (such as satellite dishes being less than 24 inches in diameter for example.)
- Tenant shall not install, attach, affix, or place anything on the roof of the property. Should the tenant violate this section, Landlord may without notice to tenant, remove any item attached to the roof, repair the damaged shingles and roof area, and add all of the costs involved to the tenant's account as additional rent. Landlord shall leave the equipment in the rear yard for the tenant.

1.37 FREEDOM OF INFORMATION ACT DISCLOSURE

Freedom of Information Act Disclosure and Privacy Policy: Tenant and Occupant's Social Security Numbers (SSN) and State Driver's License Numbers and/or State Identification Card Numbers is/are used by the landlord to verify the identity of individuals to complete a background check, criminal records check, sex offender database, check credit history, check rental history, or other information required to secure the terms and conditions of this rental agreement. Tenant's SSN and other private information such as Driver's License numbers will not be shared with other agencies other than to secure and/or maintain the terms and conditions of this rental agreement, except as required by law enforcement agencies or courts in the performance of their official duties.

1.38 EPA PROTECT YOUR FAMILY FROM LEAD

Tenant acknowledges receiving copy of EPA747-K-94-001 "Protect Your Family From Lead In Your Home" Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention. Tenant also understands and acknowledges that effective June 1, 1999 Tenant is required to be present and sign as a receipt of receiving this same pamphlet mentioned above if ever more than 2 square feet of a painted surface are disturbed.

1.39 AGREEMENTS IN WRITING

Agreement(s) In Writing: This Rental Agreement constitutes the entire agreement between these parties. No oral agreements or representations which have been made by the Landlord and/or Tenant or their Representatives shall be binding upon the parties unless set forth in writing in this Rental Agreement except as provided for by law. All notices called for in this Rental Agreement are to be in writing. Any additional addendums, permissions, or written agreements between the Landlord and Tenant become part of this Rental Agreement, terminating when this Rental Agreement ends upon the return of possession to Landlord.

2. Policies and Procedures

2.1 COMMUNITY POLICIES OR RULES


You and all guests and occupants must comply with any written community rules and policies, including instructions for care of our property. Any rules are considered part of this Rental Agreement. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the community.

2.2 RESIDENT SAFETY AND PROPERTY LOSS

You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. You agree to make every effort to abide by the rules and guidelines in this Rental Agreement.

Casualty Loss

We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but

Initials: 





not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

2.3 CRIME FREE / PUBLIC NUISANCE

Crime Free / Public Nuisance Agreement: In consideration for the execution or renewal of a rental agreement of the dwelling unit identified in the rental agreement, Landlord and Tenant agree that Tenant, any members of the Tenant's household, a guest or any other person affiliated with the Tenant and at or near the Tenant premises:

1. If Tenant(s) believe(s) a crime is being committed or has occurred on the Premises he or she shall report any crime(s) by immediately phoning the police at telephone number 911.
2. Any conviction of drug charges by the Tenant, Occupants, or Tenant's Guest(s) by using the Premises for the manufacture, distribution, sale, or use of illegal substances or drug paraphernalia is a violation of this Rental agreement and can be cause for eviction at Landlord's sole discretion. If you use, you lose! If you know about it, do something about it or you lose anyway! Illegal drugs on the Premises are absolutely forbidden – there are no exceptions!
3. Shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use any illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
4. Will not permit the Rental agreement Unit to be used for, or to facilitate criminal activity, including drug related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest.
5. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance at any locations, whether on or near the Rental agreement Unit premises.
6. Shall not engage in illegal activity, including, but not limited to prostitution, criminal street gang activity, threatening or intimidating activity or assault, including but not limited to the unlawful discharge of a firearm or explosive device on or near the Rental agreement Unit premises, or any breach of the rental agreement that otherwise jeopardized the health, safety and welfare of the Landlord, his or her agent, or other tenant, or involving imminent or actual serious property damage.
7. Tenant, Occupants, Guests, Visitors, or other persons or animals under the invitation or responsibility of the Tenant who cause a nuisance to other neighbors, cause health hazards to the neighborhood, or otherwise create police responses to the Premises or adjoining neighbors for illegal or disorderly conduct.
8. Tenant(s) acknowledge, understand, and agree any violation of the above provisions shall be a material violation of the rental agreement and good cause for termination of tenancy and this rental agreement. A single violation of any of the provisions of this addendum shall be deemed a serious violation, and a material and irreparable noncompliance with the rental agreement. It is understood and agreed that a single violation shall be good cause for termination to the rental agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
9. Public Nuisance shall include any negative comment, negative correspondence, negative reviews by the Tenant, in any media format not limited to: in person, websites, and social media that slanders Landlord's real estate business. This also includes unprofessional correspondence of any kind with Landlord, it's agents and/or staff on the phone, email, website forms, and in person in the office. Landlord's professionally trained staff, agents, and service people will not be treated with disrespect, no differently than Tenant(s) wishes to be treated in professional and respectful manner.


2.4 SMOKE DETECTOR

Smoke Alarm(s): Landlord states and Tenant acknowledges that in accordance with Code of Ordinance, Landlord has installed the approved type smoke detector(s) (1) prior to occupancy of this property. Tenant acknowledges that only ionization or photoelectric type detectors approved by a nationally recognized testing laboratory have been installed. Approved type smoke detectors are defined as smoke detectors with a hard wire AC primary power source operated from an electrical outlet not controlled by any switch other than the main power supply and fitted with a plug restraining device or by self-monitored, non-removal 10 year lithium batteries.

1. Tenant acknowledges this home has the working proper smoke alarms prior to occupancy and Tenant has the responsibility of testing all smoke alarm(s) monthly. If Tenant discovers a malfunctioning smoke alarm, Tenant must report to Landlord within 24hrs of discovery and Landlord will repair or replace promptly in a timely manner.
2. If location of smoke alarm appears to contribute to the malfunction of a smoke alarm (example: smoke alarm placed close to kitchen and/or bathroom has resulted in false alarms) Tenant shall notify Landlord of malfunction in order to place smoke alarm properly preventing false alarm.
3. Tenant will not remove smoke alarm or battery under any circumstances.
4. Tenant will be charged for replacement of removed smoke alarms including service call, material, and labor.
5. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. You will be liable to others and us for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke detector or from your failure to replace a dead battery or report malfunctions to us.

2.5 PARKING - VEHICLES & TRAILERS

Vehicles / Trailers: Tenant shall keep only those vehicles and trailers listed on rental application on or about the rented premises and the

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Landlord must be notified in writing within five (5) calendar days of any changes of vehicles and trailers throughout the rental agreement period. Vehicles and trailers in disrepair shall not be left in driveways, along the street, or anywhere on the premises for extended periods of time exceeding three (3) days. Additional vehicles not listed must be approved in advance by the Landlord or risk being towed at Tenant's expense as additional rent.

1. **IMPORTANT:** Code Enforcement Officers have issued citations and fines for violations.
2. **Code Enforcement Officers Do NOT Issue Warnings. They Issue FINES** on the spot. Listed below are some of the citations issued involving vehicles and trailers:
 - Vehicles with expired registration
 - Vehicles parked on grass
 - Vehicles parked on easement
 - Vehicles not parked on driveway
 - Too many vehicles parked at premises (tenant had birthday party)
 - Vehicle/trailer parked on covered carport without registration.

Vehicles are prohibited from parking on the premises if they are inoperable or have no current license.

Shared Parking: Some homes may have shared parking, such as a shared driveway between multiple units. Tenants are not authorized to block access to shared driveways, and arrangements should be made for shared spaces. If there is a garage in a multi-unit property, the garage is typically rented to one unit, and comes with all driveway access for an additional monthly fee. Additional parking may be offered, or other tenant may be required to utilize on-street parking.

Additional parking notes for your home: _____

3. Responsibilities

3.1 CONDITION OF PREMISES AND ALTERATIONS

You accept the home, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You shall maintain the premises in good, clean and tenant-able condition throughout your tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. You may not paint or make any permanent alteration without our written consent. Tenant shall make no alterations or additions nor install nor maintain on the premises, major appliances or devices of any kind without in each case obtaining the written consent of Landlord. If made, or installed, with or without consent, all alterations, additions and fixtures become part of the real property and shall remain at expiration or termination of the Rental Agreement term.

3.2 REQUESTS, REPAIRS, MALFUNCTIONS

You shall report any damage or problem immediately upon discovery or you may be held responsible for the cost. Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Rental Agreement. You must promptly notify the office via your tenant portal to properly document your notification of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Rental Agreement to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

3.3 RIGHT OF ENTRY AND INSPECTIONS

Access to Property: Landlord shall have access to the rented premises at all reasonable times in order to inspect same, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the rented premises to prospective or actual purchasers, mortgagees, tenants, workmen, contractors or insurance representatives. Law enforcement, fire protection, and medical personnel in the performance of their duties shall have unrestricted access to the Premises in accordance with local, state, and/or federal laws. **Tenant(s) who fail to allow access to the Premises under these conditions will be considered in default of this Rental Agreement.** Except in case of emergency or unless impractical to do so, the Landlord shall give Tenant at least 24 hours' notice of intent to enter.

3.4 MOVE-OUT

You will give us a written notice with your intent to vacate 30 (thirty) days prior to the date of expiration of the Rental Agreement. In such notice, you will include your forwarding address. Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and re-let the home; determine any security deposit deductions; and remove property left in the home. Surrender, abandonment, and eviction affect your rights to property left in the home. Surrender, abandonment, and eviction do not affect our mitigation obligations.

Cleaning

You must thoroughly clean the unit, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

Charges

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; un-reimbursed service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the home and is missing; damaged or missing fixtures or smoke detectors; un- returned keys; missing or burned-out light bulbs; removing or re-keying unauthorized security devices or alarm systems; agreed re-letting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Rental Agreement.

Deposit Refund

We'll mail to you at your last known address your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 45 (forty-five) days after the Rental Agreement termination and delivery of possession to us.

4. General Clauses

4.1 RELEASE FROM LEASE CONTRACT

Unless you're entitled to terminate this Lease Contract, you won't be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death. If one tenant/occupant requests to be released from the lease agreement, management may choose to do so with remaining tenant re-qualification. This may require pay stubs, a new background check (tenant must pay background check fee), and/or additional information. Management reserves the right to deny tenant removal until the end of the current lease term or for any other reason management deems necessary.

Military Personnel Clause

You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the Armed Forces of the United States. You must give us written notice of termination, 30 (thirty) days prior to the termination date. You must provide us proof that you qualify for this limited exception.

Replacements and Subletting

Replacing a resident, subletting, or assignment is allowed exclusively with our written consent. If we approve a replacement resident, at our option, the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or the remaining and replacement residents must sign an entirely new Lease Contract.


4.2 DEFAULT BY RESIDENT

You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: failure to pay rent or other amounts that you owe when due; you or any guest or occupant violates the home rules, or fire, safety, health, or criminal laws, or engages in dangerous behavior, regardless of whether or where arrest or conviction occurs; you abandon the home; you give incorrect or false answers in rental application or you provide false or fraudulent documentation requested by us; you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense; any illegal drugs or paraphernalia are found in your home; you or any guest or occupant engages in any prohibited conduct; or you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government. If you are in default for any reason, we may file a suit for Lease Contract termination after giving you fourteen (14) days written notice of Lease Contract termination. Such notice will state that your Lease Contract will terminate fourteen (14) days of your receipt of the notice, unless the breach is remedied within the fourteen (14) day period.

Holdover

You or any occupant, invitee or guest must not hold over beyond the date contained in your move-out notice to vacate (or beyond a different move-out dated agreed to by the parties in writing). If a holdover occurs, then we shall be entitled for damages for the hold-over period plus any expenses incurred due to the breach of this condition of the Lease Contract.

Other Remedies

Initials: 




If your rent is delinquent, you immediately forfeit all rights to occupy the home any longer, and if you have not vacated the unit by the date specified in the Lease Contract termination notice, you are guilty of a misdemeanor. Each day of your unlawful presence in the home constitutes a separate offense. We may report unpaid amounts to credit agencies. Upon your default and early move-out, you will pay us any amounts stated to be rental discounts, in addition to other sums due. Upon your default, we have all other legal remedies, including suit for Lease Contract termination, possession, damages, rent, and all other monies due. We may turn any returned checks over to law enforcement officials for prosecution according to law.

4.3 CONTRACT TERMINATION AND DISPUTE

This Lease Contract may only be amended, waived, or terminated by our representatives in writing. Any oral promises, representations or agreements by our representatives shall not be considered legally binding. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury. We shall be excused from performance of obligations if we are prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond our control.

(This area intentionally left blank)

Initials: 





Realty - Lease

Rental Property Address:

10060 valley Dr

Saint Louis

MO

63137

(Address)

(Unit)

(City)

(State)

(Zip Code)

7. Sign and Accept

7.1 ACCEPTANCE OF LEASE AND ADDENDUMS

Tenant has had the opportunity to see the home prior to signing this lease agreement.

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 
 Lessee

1/23/2023 | 7:27:15 AM PST

Date

X _____
 Lessee

Date

X _____
 Lessee

Date

X _____
 Lessee

Date

X 
 Manager

1/23/2023 | 7:35:56 AM PST

Date

