

DUPLEX LEASE AGREEMENT

Address: _____
_____, MO
("Premises")
Rent Amount: \$ _____
Deposit Amount: \$ _____
Commencement Date: _____
Term: _____
Tenants permitted to reside in Premises

IN CONSIDERATION of this lease ("Lease"), Tenants deposit \$ _____.00, to secure against damage and/or vacation of premises without notice or before expiration of term. Tenant may **NOT** apply the deposit as the last month's rent. Tenant waives any requirement, including R.S.Mo. §535.300, that the deposit be held in a separate bank or trust account, and agrees the deposit may be comingled with Landlord's other funds. Any interest earned on the deposit is Landlord's property.

The Lease term is for 12 months, beginning _____ 1, 201_____, and terminating _____, 201_____. Tenants must give **WRITTEN NOTICE OF INTENT TO VACATE AT LEAST 60 DAYS BEFORE THE LAST DAY OF THE TERM** if the Premises is to be vacated at lease termination. After the initial term and absent notice, this Lease shall be a month to month tenancy. Tenants must give **WRITTEN NOTICE OF INTENT TO VACATE AT LEAST SIXTY (60) DAYS BEFORE A RENT PAYMENT DATE** (1st of month) to vacate on the applicable rent payment date (at least 2 months after notice).

If the following conditions are NOT complied with, Tenants are in default, and Landlord has the right to immediate possession of the Premises and exclude Tenants. One or more Landlord waivers do NOT constitute Landlord's waiver of subsequent default:

- 1) Rent shall be paid in advance on the 1st day of each month.
- 2) Failure to pay rent by the 5th day of the month results, at Landlord's option, in immediate termination of Lease. Landlord's damages for late payment are difficult to determine and Tenant agrees to pay \$10.00 per day liquidated damage charges for rent accepted after the 5th day of the month, plus 1.5% per month interest on past due amounts.
- 3) Premises shall be occupied ONLY by tenants listed above, and ONLY be used as living quarters and NOT for any unlawful or immoral purpose, or so as to constitute a nuisance.
- 4) Tenant is **NOT** permitted to have any **PETS**.
- 5) Tenant agrees **NO SMOKING** of any substance is permitted on the Premises (including by family members, occupants, invitees or guests, or other person present on the Premises). If smoking occurs on the Premises: (i) Tenant is in breach of this agreement; (ii) Tenant, guests, and all others may be required to leave the Premises; (iii) Tenant is responsible for all damage caused by the smoking, including but not limited to, stains, burns, odors, and removal of debris, and costs to clean up any smoke damage or burns from any source, including incense, candles, or smoking, and to remove odor caused by smoking; (iv) Landlord may replace carpet and drapes, clean (including but not limited to HVAC ducts), and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted, and take any other actions Landlord deems necessary or appropriate to remediate the smoking; and (v) Such actions and other necessary steps will impact the return of any

security deposit and damages Tenant owes. Tenant's responsibility for damages, cleaning, and loss of other economic damages under this No-Smoking provisions are in addition to, and not in lieu of, Tenant's responsibility for any other damages or loss under the Lease or any addendum.

- 6) Tenants agree **NOT** to permit the Premises, including woodwork, floors, walls or any fixtures or furnishings to be damaged or depreciated, and to pay for any loss, breakage, or damage. Tenants agree that **NO tacks, nails or screws** shall be driven into the walls or woodwork , except a modest number of "traditional" picture hangers using small (e.g., 1") brads (no mollies, etc.) in drywall, but NOT in woodwork (this may result in additional expense on lease termination). Tenant agrees **NOT to paint** any part of the Premises. Tenant must obtain Landlord's prior written consent to install satellite or cable TV wiring or equipment, and in NO case will the installation or satellite or cable TV equipment attachments or installations penetrate the brick or roof.
- 7) Landlord may enter Premises at any reasonable time to repair, inspect, maintain or show the property to any prospective buyer or tenant, or loan or insurance agent, etc. Landlord will attempt to give prior notice to Tenants.
- 8) Tenants agree to pay any and all utility bills and deposits.
- 9) Tenant will furnish their own refrigerator.
- 10) Tenants agree to maintain the interior and exterior of the Premises, including the shoveling walks and drives, keeping the premises free of insects and other pests including using and paying for exterminator service as necessary, and **watering of lawns and landscaping**. Landlord shall provide lawn mowing.
- 11) Tenants agree to maintain the smoke alarm, fire extinguisher and CO2 alarm, including the testing, batteries, and upkeep.
- 12) Tenants affirm and warrant that the information provided the rental application, inspection reports, and other forms is true and correct and not misleading.
- 13) Tenants agree to be responsible for breach of lease, including Landlord's legal expenses and court costs of enforcing same.

Tenants agree that on Tenant's vacating the Premises LANDLORD WILL HAVE THE CARPET PROFESSIONALLY CLEANED, HAVE THE DUPLEX PROFESSIONALLY CLEANED and PAINTED, and make other repairs as necessary, all AT TENANT'S EXPENSE, and will be DEDUCTED FROM THE DEPOSIT or paid for by tenant. TENANT MAY NOT PAINT the Premises during or at the end of the Term. These items are NOT ordinary wear and tear.

Tenants:

Landlord

Date:_____

By: _____

an authorized member
Date:_____

Date:_____

SPECIAL PROVISIONS

Initials: Landlord _____ Tenant _____

18495_5.doc
November 4, 2016