

DUPLEX LEASE AGREEMENT

Address: _____ Tenants permitted to reside in Premises

("Premises") _____
Rent Amount: \$ _____
Deposit Amount: \$ _____
Commencement Date: _____ ("Tenants"):
Term: _____

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 ("Deposit"). Tenant may **NOT** apply the Deposit as the last month's rent. .

Landlord will re-key locks on Tenant's vacation of the Premises. Tenant is paying a non-refundable \$150.00 to Landlord on execution of this Lease in addition to the Deposit and initial month's rent for the re-keying expense.

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 (full calendar month). 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). Landlord may terminate this Lease: (i) immediately on default; (ii) by at least sixty days' written notice before the end of the Term; or (iii) by at least sixty days' written notice from a rent payment date during any month to month tenancy.

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. If rent is not paid by the 15th of the month, or Tenant fails to keep and perform any of the covenants or agreements contained in this Lease, Landlord may terminate this Lease by giving written notice of termination of the Lease to Tenant effective ten (10) calendar days from the earlier of: (i) hand delivery; (ii) 3 days after deposit in US Mail.
- 3) If Tenant abandons or vacates the Premises before the end of the Term, or any other event happens entitling Landlord to take possession thereof, Landlord may take possession of and relet the Premises without any action being deemed an acceptance of a surrender of this Lease, or in any way terminating Tenant's liability under this Lease and Tenant remains

liable for payment of the Rent under this Lease, less the net amount received by Landlord from reletting after deduction of any expenses incident to such repossession and reletting.

4) 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. Any other person desiring to occupy the Premises must submit an application, be approved by Landlord in Landlord's sole discretion, and if approved by Landlord, be added to the Lease as a tenant.

5) Tenant is **NOT** permitted to have any **PETS**.

6) 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 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.

7) 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 will be charged at end of lease to repair and repaint permitted holes, marks etc. 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.

8) Tenant will lift furniture etc. to move it and not slide items across floor. Tenant will be charged at end of lease to repair any damage to flooring.

9) 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.

10) Tenants agree to pay any and all utility bills and deposits.

11) Tenant will furnish their own refrigerator.

12) 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.

- 13) Tenant shall not conduct any commercial activity on the Premises, e.g., no child care.
- 14) Tenants agree to maintain the smoke alarm, fire extinguisher and CO2 alarm, including the testing, batteries, and upkeep.
- 15) Tenants affirm and warrant that the information provided the rental application, inspection reports, and other forms is true and correct and not misleading.
- 16) Tenants agree to be responsible for breach of lease, including Landlord's legal expenses and court costs of enforcing same.
- 17) Landlord may transfer or assign all or any part of this Lease. On the transfer or conveyance of the Premises, without further agreement of the parties, Landlord shall be relieved of and from any liability with respect to Landlord's obligations and covenants contained in this Lease arising out of any act or occurrence after the date of such sale and the purchaser at such sale or any subsequent sale shall be deemed to have assumed and agreed to be bound by and to carry out Landlord's covenants under this Lease.

Tenants agree that on Tenant's vacating the Premises LANDLORD WILL HAVE 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.

TENANT WAIVES ITS RIGHT, TO THE FULLEST EXTENT PERMITTED BY LAW, AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS LEASE OR THE RELATIONSHIP BETWEEN THE PARTIES AS LANDLORD AND TENANT.

Tenants:

Landlord:

Date: _____

By: _____

an authorized member

Date: _____

Date: _____

SPECIAL PROVISIONS

Initials: Landlord _____

Tenant _____

TENANT'S PERSONAL AND CREDIT INFORMATION

Anticipated length of occupancy			Desired start date		
PERSONAL DATA					
Name (first/middle/last)				SSN	
DOB		Dr. Lic. No		Exp. Dt.	
Spouse/Tenant2 Name (F/M/L)				SSN	
DOB		Dr. Lic. No.		Exp. Dt.	
Marital Status: Single Married Divorced Widowed					
Tenant 1 Res. Phone:			Cell Phone:		
Bus. Phone:			Email Address:		
Tenant 2 Res. Phone:			Cell Phone:		
Bus. Phone:			Email Address:		
Tenant 1 Present Address				How long this address	
Landlord				LL Phone	
Previous address				How long this address	
Landlord				LL Phone	
Tenant 2 Present Address				How long this address	
Landlord				LL Phone	
Previous address				How long this address	
Landlord				LL Phone	
If you lived less than 5 years at the prior addresses, list same information for additional addresses you lived at during the last 5 years (all tenants)					
Additional Occupant Relationships / Ages:			Pets?		
Car Year	Make	Model	Color	License No.	
Car Year.	Make	Model	Color	License No.	

OCCUPATION

	Present Occupation *	Prior Occupation *	Spouse/Tenant2's Occupation	Spouse/Tenant2's Prior Occupation
Occupation				
Employer				
Self-Employed, d/b/a				
Business Address				
Business Phone				
Type of Business				
Position Held				
Supervisor Name / Title				
Supervisor phone				
How long employed				
Monthly Gross Income				

* If employed or self-employed less than two years, give same information on prior occupation.

REFERENCES

Name	Address	Phone		
Bank reference			Bank Contact Name	
Personal Ref.			How long known	Occupation
Nearest Relative				Relationship

I understand that if I lease a duplex that I am responsible for the duplex condition, including cleaning generally, the oven, broiler pans, carpet, sinks, toilets, showers and bathtubs, working light bulbs, and the smoke and carbon monoxide detectors must be working and remain in duplex. Lessor will have the carpets cleaned and deduct the cost from my deposit, and depending on the condition of the walls, lessor will either paint in full or touch up as necessary and deduct this expense from the deposit.

I authorize landlord to obtain a credit report and check all employment, landlord and rental history and references furnished on this application.

Applicant
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Date

Applicant

Date

INVENTORY & INSPECTION REPORT

Name of Lessee _____ Pre-Move-In Inspection Date _____
Date Rented _____ Date Vacated _____ Term of Lease _____
Apartment Number & Address: _____

DEFINITION OF TERMS

"A" - Acceptable, meaning clean and/or functioning properly.

"N/A" - Not Acceptable, meaning must repair, clean or replace.

	<u>MOVE-IN CONDITION</u>	<u>MOVE-OUT CONDITION</u>	<u>EXPLANATION OF MOVE-OUT CHARGES</u>
RANGE			
Burners & Under	_____	_____	_____
Behind/Under Range	_____	_____	_____
Inside, Out Range	_____	_____	_____
Racks	_____	_____	_____
Broiler Pan	_____	_____	_____
REFRIGERATOR			
Inside & Out	_____	_____	_____
Racks (Inside)	_____	_____	_____
Behind	_____	_____	_____
Ice Trays	_____	_____	_____
Under Ref. & Pan	_____	_____	_____
KITCHEN			
Disposal & Drain	_____	_____	_____
Countertop	_____	_____	_____
Sink	_____	_____	_____
Faucet	_____	_____	_____
Dishwasher In-Out	_____	_____	_____
Shelves & Drawers	_____	_____	_____
Under Sink	_____	_____	_____
Levolor Shades	_____	_____	_____
CLOSETS			
A/C and Filter	_____	_____	_____
Shelves Walls	_____	_____	_____
Doors & Hardware	_____	_____	_____
WALLS & CEILING			
Wash & Renew	_____	_____	_____
Scratches & Holes	_____	_____	_____
Baseboards	_____	_____	_____

CARPETS & LINOLEUM

Vacuum	_____	_____	_____
Spot	_____	_____	_____
Shampoo	_____	_____	_____
Holes	_____	_____	_____

DOORS & WINDOWS

Screens & Glass	_____	_____	_____
Latches & Locks	_____	_____	_____
Sliding Door Tracks	_____	_____	_____

DRAPES

Clean/No Soil Spots	_____	_____	_____
Rods/Clean & Work	_____	_____	_____

ELECTRICAL FIXTURES

Cover Plates	_____	_____	_____
Light Bulbs/60 watts	_____	_____	_____
Globes Clean In-Out	_____	_____	_____

BATHROOMS

Medicine Cabinets	_____	_____	_____
Light Bulbs/40 watts	_____	_____	_____
Lavatory	_____	_____	_____
Tub	_____	_____	_____
Wall Tile	_____	_____	_____
Stool	_____	_____	_____
Drains	_____	_____	_____
Faucets	_____	_____	_____
Towel Racks	_____	_____	_____
No Wax on Floor	_____	_____	_____
No Appliqués on Tub	_____	_____	_____

EXCEPTIONS,COMMENTS

_____	_____
_____	_____
_____	_____
_____	_____

I acknowledge that I have checked the indicated apartment, and that this inspection report accurately describes the condition of said apartment and inventory of all furnishings provided.

Resident: _____ Resident: _____
Manager: _____ Manager: _____
Move-In Date: _____ Move-Out Date: _____

CLEANING CHARGES

Personnel Used	Hours	X	Wages =	Charges
_____	_____		_____	_____
_____	_____		_____	_____
_____	_____		_____	_____
_____	_____		_____	_____
_____	_____		_____	_____
_____	_____		_____	_____
_____	_____		_____	_____

Materials Used: _____

Repairs: _____

Total: _____

TOTAL CHARGES AGAINST LESSEE

Total charges for cleaning as defined above:	_____
Rent due for _____	_____
Keys not returned	_____
Utilities not paid	_____
Sub Leasing Fee	_____
Total Charges:	_____

Total deposit:	_____
Less total charges:	_____
Balance due Lessee:	_____
Balance due Lessor if greater than deposit:	_____

Date Paid: _____

**CONFIRMATION OF WORKING SMOKE DETECTORS
AND WORKING CARBON MONOXIDE DETECTORS**

Tenant(s) at the address listed below attests and confirms to Landlord that there are ____ smoke detector(s) and 1 carbon monoxide detector installed in the Premises, and that the smoke detector(s) and carbon monoxide detector were working as of date of occupancy as well as current date.

Tenant agrees: (i) not to disconnect the electrical source from electrically powered smoke alarms, and not to remove or relocate any smoke alarm installed by Landlord; (ii) to provide and maintain functional batteries for each battery powered smoke alarm; (iii) to test and maintain alarms within the dwelling unit or room; and (iii) notify Landlord in writing of any deficiencies.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals
_____, 201__.

PROPERTY LOCATION: _____

TENANT'S SIGNATURE:

RECEIPT FOR
KEYS AND GARAGE DOOR OPENERS

PROPERTY LOCATION: _____

Tenant confirms receipt of _____ keys and _____ garage door openers and that Tenant is/are responsible for same.

TENANT'S SIGNATURE:

Date _____

Date _____

Utility Providers

Olive Street Duplexes, LLC
Rogersville

Webster Electric, Marshfield 859-2216

Summit Natural Gas 800-927-0787 (customer service)

Water & Waste City of Rogersville 753-2884 ext 303 (automated) – Earlene

Springfield

**Click to Flip
Your Lights On!**

Before logging on to CityUtilities.net, knowing a few simple things will help you set your account up with ease.

- The address where you are moving.
- The date you would like your service to begin (Weekends and holidays are not available options)
- Your date of birth.
- Your Social Security number.
- Your roommate or spouse's information.
- An emergency contact name and number of someone not living in the home.

City Utilities connects you to many convenient ways to pay your bills.

- Pay online. Go to "Manage My Account" on cityutilities.net.
- Sign up for EZ Pay. Have your bill automatically deducted from your checking account or credit card every month.
- Pay by phone. Call the payment line at 831-8331.
- Pay in person. Stop by one of our payment kiosks or visit one of our retail partners.
- Pay by mail. Send your payment to City Utilities at PO Box 550, Springfield, MO 65801.

*A \$100 minimum deposit may be required.
Sign up for EZ Pay (EFT) to waive your deposit.*

Visit cityutilities.net or call 863-9000 to learn more and get connected to your community-owned utility!

Click to Flip

Visiting cityutilities.net **BEFORE** you move will help save you time and get your utilities on quicker.

Signing up for your utilities is as simple as a few clicks of a mouse.

- Go to cityutilities.net.
- Click on "My Account".
- Click on "Moving".
- Follow the prompts.

• And just like that...you're one step closer to being connected to your utilities.

City Utilities
Connecting Our Community
417.863.9000
cityutilities.net