RESIDENTIAL LEASE AGREEMENT

This is an agreement of lease, made and entered into by and between Wm E. and Darla J. Walkup, hereinafter referred to as “Landlord” and whose address is 4625 S 145th Rd, Bolivar, MO 65613 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as “Tenant” on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The landlord does hereby lease to tenant the residence located at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, Bolivar, Polk County, Missouri for a term of **\_12\_** months beginning\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ending \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be occupied as a single family residence.

Tenant agrees to the following:

1. RENT - Rent is \_$ \_ unless received (or postmarked) on the 1st day of each month in which we give a discount of $25 making it \_$ . Payment begins on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. We agree to pay $30 for each check returned to landlord from the bank and a late charge of $30 when such occurs as the rent is late. We also agree to pay all court costs when filed upon for rent and/or possession of property. We acknowledge that all late charges, returned checks, and court costs are to be credited before any rent can be applied to our account. Checks are to be made out to FTK, LLC and mailed to the above address or deposited at Mid-Mo bank into FTK account.
2. SECURITY DEPOSIT - A security/cleaning deposit in the amount of $ will be held as security for the faithful performance by tenant the terms hereof. The security deposit shall be returned without interest, upon expiration of this lease, provided that all the covenants and conditions of this agreement imposed upon the tenant have been duly and properly performed. The tenant must return all keys, owe no rent (or utilities if applicable) to landlord, and leave premises clean and undamaged. After you have vacated the house, it will be inspected for compliance with this lease agreement and the expense of cleaning and/or repairing damage, if any, will be charged against the security deposit. If you want us to check the house before you leave town, call so we can coordinate schedules. You will be notified of any charges withheld from your deposit which will be mailed in a stamped self-addressed envelope that you provide. This will be done in accordance with MO law, within 30 days after the end of the lease unless utilities are in our name and then it will be by the 5th of the following month since I have to wait for the final electric bill which runs a month behind. \_\_\_\_\_\_\_, \_\_\_\_\_\_\_

1. NUMBER OF OCCUPANTS - The premises shall be occupied by no more than \_\_\_\_ persons, consisting of \_\_\_\_ adults and \_ \_ children under the age of eighteen years.
2. UTILITIES - Tenant shall be responsible for arranging for and paying for all utility services required on the premises.

1. CONDITION OF PREMISES - Tenant has examined the premises, including the grounds and all improvements, and that they are, at this time, in good order, repair, and are safe and clean. Tenant agrees to use reasonable diligence in the care and protection of premises and to keep premises from any nuisance or rubbish. Tenant accepts premises in “as is” condition.
2. USE OF PREMISES - Premises shall be used and occupied by tenant exclusively as a private single family residence. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the premises, and the sidewalks connected thereto, during the term of the lease. The premises is not to be used for any unlawful purposes. No signs shall be placed or painting done on or about the leased premises by tenant or at his direction without the prior written consent of the Landlord. Tenant shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire or that might be considered hazardous or extra hazardous by any responsible insurance company.
3. RIGHT OF INSPECTION - Landlord shall have the right at all reasonable times to enter the premises for the purpose of inspecting and making repairs. EXPECT THIS QUARTERLY.
4. WALL HANGINGS – Tenant shall use straight pins to hang things on the wall. Anything heavier needs to be approved by landlord as to location and type of hanger to use. Command strips often peel paint off wall. \_\_\_\_\_\_, \_\_\_\_\_\_
5. ALTERATIONS & IMPROVEMENTS - Tenant shall make no alterations to the buildings on the premises or construct any building or make any other improvements without the prior written consent of the landlord. All alterations, changes, and improvements built, constructed, or placed on the premises by the tenant, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement, be the property of the landlord and remain on the premises at the expiration or sooner termination of this lease.
6. MAINTENANCE & REPAIR - Tenant agrees to maintain the lawn to the standard of the neighborhood. Failure to keep the lawn mowed will result in the tenants being charged for the mowing of the lawn, $50 per time. Nothing is to be left in front yard over night. Tenant will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of the lease. In particular, keep the fixtures in the house or on or about the premises in good order and repair; keep furnace filters clean; keep the walks free from dirt and debris; and at his sole expense, shall make all required repairs to the plumbing, range, heating/cooling apparatus, and electric fixtures whenever damage thereto shall have resulted from tenant’s misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the roof, foundation, and exterior walls of the leased premises, not due to tenant’s misuse waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of the landlord. Tenant shall, at his sole expense, maintain and repair all glass and exterior entrances, doors, windows, and ventilators and keep the roof and down spouts clean of obstructions, only reasonable deterioration expected. Tenant is responsible for keeping smoke detectors operational. \_\_\_\_\_\_\_, \_\_\_\_\_\_\_
7. **PLUMBING** - Any service, maintenance or repair except for worn out parts, pipes, or equipment will be at the expense of the tenant. Tenant agrees to protect plumbing during freezing weather. Tenant shall keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant. **If leak occurs, it is tenant’s responsibility to report it immediately; otherwise tenant will become responsible for other problems caused by the leak**. **\_\_\_\_\_\_\_, \_\_\_\_\_\_\_**
8. **ANIMALS -** No domestic or other animals shall be kept on or about the leased premises without the consent of Landlord. If Landlord agrees to allow pets, there will be a **monthly charge of $25 per pet and a pet deposit of $250** which is in addition to the security deposit. Tenant must also show proof of having pet registered with the Bolivar City Clerk. Tenant agrees that the landlord may remove any pets found on the premises that have not been consented to and deposit paid. At the end of the lease, Tenant agrees to have the carpets professionally cleaned. **\_\_\_\_\_\_\_, \_\_\_\_\_\_\_**
9. **VEHICLES -** Cars, trucks, or other motor vehicles are to be parked either in the drive or on the street. No parking on grass or lawn is allowed. Tenant agrees that all vehicles on property will be in good working condition at all times and that no major repairs or alterations to automobiles will be made on the premises.
10. **INSURANCE**. Landlord is not responsible for insuring Tenant’s or Tenant’s permitted visitors’ personal property and vehicles against loss or damage due to theft, vandalism, fire, water, rain, criminal or negligent acts of others, or any other cause. **Landlord has advised Tenant to carry Tenant’s own insurance (renter’s insurance) to protect Tenant from any such loss or damage. \_\_\_\_\_\_\_, \_\_\_\_\_\_**
11. **HOLDOVER BY TENANT** - A 60-day written notice is to be received from Tenant prior to the end of the lease if renewing is not going to happen. If Landlord does not receive written notification of termination, lease will **automatically renew for 1 year**. The Landlord does not have to renew at the natural expiration of this lease and will give a thirty day notice. **\_\_\_\_\_, \_\_\_\_\_**
12. **DISPLAY OF SIGNS** - During the last 60 days of this lease, Landlord shall have the privilege of displaying the usual “For Rent” or “For Sale” sign on the premises and of showing the property to prospective tenants or purchasers. As much advance notice as possible will be given.
13. SUBLETTING - Without prior written consent of landlord, the tenant shall not assign this lease or sublet any concession to use the premises or any part thereof.
14. **SURRENDER OF PREMISES** - At the expiration of the lease term, tenant shall surrender the premises in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements accepted.
15. **DEFAULT** - If any default is made in the payment of rent, or any part thereof, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Landlord, shall terminate and be forfeited, and Landlord may re-enter the premises and remove all persons therefrom. Tenant shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 7 days of receipt of such notice, tenant has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.
16. TERMINATION - Failure to pay rent when due shall entitle the landlord to terminate our tenancy and take possession of the premises. Procedure for eviction will start when rent is over 10 days past due.
17. **ATTORNEYS’ FEES**. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys’ fee.
18. **ABANDONMENT** - If at any time during the term of this lease, Tenant abandons the premises, Landlord may at his option, enter the premises by any means without being liable for any prosecution therefor, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at his discretion, as agent for tenant, relet the premises for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virture of such reletting. If Landlord’s right of re-entry is exercised following abandonment of the premises by tenant, then Landlord may consider any personal property belonging to tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.
19. **INDEMNIFICATION**. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant’s family, guests, invitees, agents or employees or to any person entering the Premises, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
20. DAMAGE TO PREMISES - In the event the rented premises are partially damaged or destroyed or rendered partially unfit for occupancy by fire, tornado or other casualty not due to tenant’s negligence or willful act, tenant shall give immediate notice to landlord. If landlord deems premises repairable, it will be done promptly and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the premises may have been untenantable. If landlord deems premises so damaged as to be unfit for occupancy, this rental agreement shall cease and the rent shall be paid to the time of notification of such destruction and all unused rent and deposit will be refunded to tenant.
21. **BINDING EFFECT -** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.
22. **OTHER TERMS –**

Offered lead base paint information if house was built prior to 1978.

If you lock yourself out of house, there will be a $15 charge to come unlock. If keys are lost there will be an additional charge of replacing the key.

In witness whereof, the parties have executed this lease on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Landlord \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tenant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 FTK, LLC \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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