

Bryan Properties, LLC.

LEASE AGREEMENT

This is a legally binding contract. If not completely understood, seek legal counsel prior to signing.

This Agreement, made on this _____ day of _____ year of _____ between Bryan Properties, LLC.

hereinafter designated as OWNER and _____

_____, hereinafter designated as TENANT, whether one or more. The term OWNER includes the owner's agents and employees. The OWNER and TENANT agree as follows:

1. PROPERTY: The OWNER has this day leased to the TENANT the premises known and described as: _____ in the City of _____, State of Missouri, to be used as residential occupancy and none other by said Tenant and no other persons upon the terms and conditions set forth in this lease.

2. OCCUPANTS: Anyone who is not named above, or who does not sign this lease, may not reside on the premises. Anyone not listed above must not stay on the premises for more than 7 consecutive days without the OWNER'S prior written consent and not more than twice that many days in any one month. If any adults occupy the premises other than those listed herein, the OWNER shall have the option of pursuing any remedies allowed by law, including terminating the lease. The provisions of this paragraph do not apply to the TENANT'S minor children, except that the total number of persons occupying the premises shall not exceed state provisions.

3. PREMISES, INITIAL TERM, AND RENEWAL: OWNER does hereby lease to the TENANT in the present condition thereof the previously described premises for the initial term beginning _____ and ending at 8am _____. Should TENANT vacate before the expiration of the term, TENANT shall be liable for the balance of the rent for the remainder of the term. In the event Tenants fail to give written notice of an intention to vacate the premises at the end of the term, the tenancy shall become one of month-to-month on all terms specified in this lease.

Written notice must be given no later than the 1st of the month.

4. RENT, LATE CHARGES AND OTHER CHARGES: The TENANT agrees to pay the OWNER a total of (\$ _____) _____ dollars as rent per month, due on the 1st day of each month. TENANT shall make monthly rent payments by a money order, a personal check, or in a cashier's check, for the total amount due for any given month. Should this rental agreement begin on a day other than the first day of the month, the rent for the first month shall be prorated so that all subsequent rent payments shall be due on the first day of each month.

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RENT IS DELINQUENT IF NOT RECEIVED BY 5:00 P.M. ON THE 5th DAY OF THE MONTH.

Additionally, the TENANT agrees to pay a late charge of **\$30.00** if TENANT fails to fully pay rent by the 5th day of the month, PLUS an additional late charge of **\$30.00** if rent is not fully paid by the 10th day of the month. Any balance of \$100.00 or more carrying over to the following month will have an additional late fee of \$30.00 added to the outstanding balance. If rent AND late fees are not paid in full by the 15th day of the month, OWNER will proceed with legal action. The TENANT will be responsible for all legal and attorney fees and cost of collection to the extent permitted by law. A check that is returned for any reason, is deemed non-payment of rent, and is subject to late charges and returned check charge of **\$30.00**. All payments by the TENANT to the OWNER shall first be applied to the TENANT'S outstanding balances, if any, for repairs or for delinquent rent, then to late fees, and lastly to the current month's rent. The TENANT shall not withhold or offset rent unless authorized by statute. ***If TENANT'S check is returned unpaid at any time, the TENANT'S personal check will no longer be accepted by OWNER and TENANT must make all rent payments by cashier's check or money order.***

5. DEPOSIT: TENANT agrees to deposit with OWNER the sum of (\$ _____) _____ dollars. In addition to the rent herein provided as security to OWNER for the performance of this agreement. The deposit may be commingled with other funds of the OWNER, and shall not bear interest. **It is hereby understood that OWNER shall retain (\$ _____) _____ dollars as a sanitation fee and \$150.00 for an administrative fee for the life of the lease.**

6. KEYS: TENANT (S) will be provided ____ door key(s), ____ mailbox key(s), ____ other key(s) for _____, and ____ garage remotes. Any occupant who has permanently moved out according to a remaining resident's affidavit is (at our option) no longer entitled to occupancy or keys. TENANT agrees to deliver all keys and garage remotes to OWNER at termination of the tenancy. The return of the deposit is contingent upon the TENANT surrendering all keys including but not limited to mailbox keys, garage remotes and storage keys.

7. INSURANCE: ***TENANT hereby acknowledges that TENANT should obtain renter's insurance.*** TENANT also acknowledges that said insurance shall cover losses to TENANT'S personal possessions due to theft, fire, water damage, etc. TENANT shall not hold or attempt to hold OWNER liable for any injury or damage caused by fire, defective wiring, freezing pipes, or other casualty or act of God, it being understood that all personal property kept by TENANT on the premises shall be at the sole risk of the TENANT.

8. UTILITIES: TENANT shall arrange within two business days **before** occupancy for billing in TENANT'S name, to TENANT'S address and to be responsible to pay for the utilities, including any deposit which may be required by the utility company. TENANT shall not allow utilities to be disconnected by any means (including nonpayment of bill) until the end of the lease term or renewal period. In the event that the OWNER is charged for such utility charge or expense, TENANT agrees to reimburse OWNER immediately upon OWNER receiving the bill. The premises must be heated at all times to a temperature sufficient to prevent freezing of the water pipes or any other plumbing within the premises.

9. SECURITY NOT PROVIDED: TENANT agrees that the OWNER is not required by this lease to provide security guards or patrols, security gates or fences or any other form of security whatsoever. OWNER is not liable to TENANT for damage or loss to person or property caused by other persons, including but not limited to theft, burglary, assault, vandalism or other crimes. TENANT acknowledges that neither the OWNER nor Management has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures. TENANT hereby acknowledges that neither OWNER nor management warrants or guarantees the safety or security of the TENANT, their family members, or guests against the criminal or wrongful acts of third parties.

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9. SECURITY NOT PROVIDED (CONT.):

Each TENANT, occupant, guest and invitee is responsible for protecting his or her own person and property. The TENANT understands that security devices or measures, whether installed by the OWNER or TENANT, may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, TENANT hereby acknowledges that TENANT, occupant, guest and invitee should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

10. TENANT RESPONSIBLE FOR FAMILY MEMBERS, GUESTS & INVITEES: TENANT agrees that the TENANT shall consider any violation of this agreement by TENANT’S family, guests, occupants, or invitees a violation. TENANT agrees to accept responsibility for all such lease violations, as though such violation were that of the TENANT. The TENANT will be liable for any and all damage caused by any guests or occupants. OWNER may exclude guests or others who have been violating the law, violating this lease, or any rules, or disturbing other residents, neighbors, visitors, or owner representatives. OWNER may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a tenant, occupant, or guest of a specific tenant in the community. OWNER shall have the right to determine what constitutes disorder, boisterous conduct, improper noise, or interference with the rights of other Tenants, and shall have the right, at its option, to evict the TENANT by giving the TENANT three (3) days written notice of such eviction.

11. PARKING: All vehicles shall be kept properly licensed, insured and in good operating condition.

At OWNER’S request TENANT shall provide OWNER with description and license plate numbers for vehicles to be parked on the property. Any vehicles that leak an excessive amount of oil must be parked in the street. OWNER may have unauthorized or illegally parked vehicles towed at TENANT’S expense. A vehicle is unauthorized or illegally parked on the property if it:

- A. Has flat tires or other conditions rendering it inoperable; or
- B. Is on jacks, blocks or has wheel(s) missing; or
- C. Has no current license or no current inspection sticker; or
- D. Takes up more than one parking space; or
- E. Belongs to a tenant or occupant who has surrendered or abandoned the residence; or
- F. Is parked in a marked handicap space without the legally required handicap insignia, or blocks another vehicle from exiting;
- G. Is parked in a fire lane or designated “no parking” area; or
- H. Is parked in a space marked for other residents or units; or
- I. Is parked on the grass, sidewalk or patio; or
- J. Blocks garbage trucks from access to a dumpster

12. CONDITION OF THE PREMISES: The TENANT accepts the residence, fixtures, and yard, as is, except for conditions materially affecting the health or safety of ordinary persons. OWNER disclaims all implied warranties. TENANT (S) will be given a Move-In Inspection form on or before move-in. Within 48 hours after move-in, TENANT (S) must note on the form all defects or damages and return the form to OWNER. If TENANT does not return the form, OWNER will consider everything to be in clean, safe, and good working condition and OWNER will consider any damage to the property during the lease term to be the TENANTS responsibility.

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13. IMPROVEMENTS & CHANGES: TENANT must use customary diligence in maintaining the residence and not damaging or littering the common areas. Unless authorized by statute or by OWNER in writing, TENANT may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter said property. Improvements made by the TENANT to the premises (whether approved or not), become the property of the OWNER unless otherwise agreed in writing.

14. GENERAL ITEMS:

A. TENANT shall not install antennas, satellite dishes, additional phone or cable TV outlets, alarm systems unless approved by OWNER in writing.

B. Waterbeds and/or water filled furniture are not permitted in the premises.

C. Prior to move in property has had a complete pest control treatment. Any additional requests for pest control service will be the TENANTS responsibility.

D. Upon move in, OWNER will supply light bulbs for fixtures and appliances OWNER will furnish including exterior fixtures and batteries for smoke detectors. After that, TENANT will replace them at TENANT'S expense with light bulbs of the same type and wattage. All light bulbs must be left on the premises upon vacating. TENANT will be charged \$2.50 per light bulb for any missing/non-working light bulbs and missing/non-working batteries for battery operated appliances.

E. TENANT is responsible for the clearing of all clogged drain and sewer lines on the premises, unless said stoppage is the result of a structural defect or root growth in the main sewer line.

F. Pass through expenses: Maintenance and or repair expenses incurred by OWNER due to the negligence of TENANT shall therefore be passed on to said TENANT. These expenses can be, but are not limited to garbage disposal repair, plumbing, door locks, broken windows, and or doors due to negligence or willful destruction.

15. SMOKE DAMAGE: TENANT hereby acknowledges that smoking is not allowed inside the residence. Forfeiture of the deposit will occur if there is smoking inside the residence. After the cost of painting, window drapery, duct and carpet cleaning and or replacement which are necessary to eliminate odors and/or stains resulting from cigarette smoke, residue, burns and/or damage TENANT(S) may be liable for any costs that go beyond what TENANT(S)r deposit covers.

16. GROUNDS: TENANT shall keep the premises and grounds in good condition, appearance, free from debris, dirt, filth, waste, or any flammable, dangerous, or detrimental material. If TENANT receives warning for grounds not being kept and continues to NOT comply the TENANT will be charged a clean up and/or disposal fee with the amount determined at time of clean up. TENANT will not make any changes or additions to the landscape of the property without the express written permission of the OWNER.

17. SMOKE DETECTOR: It is understood that the dwelling is furnished with SMOKE DETECTORS. TENANT is solely responsible for maintaining the smoke detectors, including providing batteries and periodically testing the smoke detectors to make sure that they are in good working order. If the TENANT informs the OWNER that the smoke detector is not function (for reasons other than batteries), the OWNER will provide a new smoke detector or repair the existing smoke detector.

It is understood and acknowledged by the TENANT that the OWNER will have no liability to the TENANT or the TENANT'S agents, family, invitees, or guests for any personal injury or property damage sustained due to the nonfunctioning of the smoke detector.

18. LOCK OUTS: It is understood that in the event of a lockout the TENANT should hire a locksmith and assume all expenses. Locks cannot be changed or damaged by TENANT or locksmith, as TENANT will be held solely responsible. In the event that locks are changed or damaged TENANT will reimburse OWNER immediately for all costs associated for replacement or repairs.

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19. FIRE OR CASUALTY: The OWNER shall have the option of terminating this lease by giving written notice to the TENANT within ten days after being notified of the fungus, mold, pollution, damage, or casualty loss. In the event the premises are uninhabitable because of fire or damage cause by the negligence of the TENANT, or the TENANT’S family, guests, invitees, or agents, TENANT may not terminate the lease and rent shall not be abated.

20. ANIMALS: No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily in the residence or on the property. If TENANT violates the NO animal policy, TENANT will be subject to a **\$500.00** fine, costs of damages, and/or eviction, and other remedies provided in this lease. If an animal has been in the residence at any time during TENANT’S term of occupancy, TENANT will be responsible for all necessary cleaning and repairs including but not limited to: flea treatments, deodorizing, carpet cleaning and or replacement.

(Waiver available upon pet approval, signed pet addendum and non refundable pet deposit paid.)

21. SALE OF PREMISES: If the premises are sold or conveyed by the OWNER, this lease shall be deemed to be assigned from the OWNER to the grantee and that of all rights and remedies contained in this lease agreement and under the laws of the state of Missouri shall inure to the grantee. TENANT agrees to be bound by all provisions of this lease agreement which inure to the grantee.

22. DISCLOSURE RIGHTS: If someone requests information about TENANT for law enforcement, government or business purposes, OWNER may provide it. TENANT hereby consents to the release of any and all information gathered by the OWNER in the process of approving the application for this tenancy and all information acquired by the OWNER during the tenancy. The OWNER may obtain a credit report for the purpose of locating a former TENANT or for use in the collection of any debt owed to the OWNER. If the OWNER or his agent employs the services of any debt collector or attorney to collect any money due under this agreement, the undersigned hereby consents that the debt collector or attorney may contact the undersigned at such times and places as said debt collector or attorney deems appropriate, and may contact any persons for the purpose of acquiring information to aid in the collection of any debt.

23. TERMINATION FOR CAUSE: Any breach of any provision of this lease including addenda, rules and community policies by TENANT, family members, occupants, guests, or invitees, or any untrue or misleading statement in TENANT’S rental application shall give OWNER the right, after giving ten days notice to quit possession, to reenter the premises and take possession thereof, or to oust the TENANT, subtenant or under-tenant by the proper procedure.

24. TERMINATION WITHOUT CAUSE: Coincidental with or after the expiration of the initial term, either party may terminate this agreement without cause by delivering a written notice of termination to the other party at least one full calendar month **(by the 1st day of the month)** prior to the lease expiration or termination date. All notices pursuant to this provision shall terminate the tenancy as of the last day of the month and be in compliance with the Move-Out Procedures set forth in this lease. If TENANT fails to give proper written notice or fails to surrender keys, TENANT’S vacating of the premises will be deemed to be notice and TENANT will be liable for at least two additional month’s rent up to the full term of the lease and forfeiture of the deposit.

25. DEFAULT BY TENANT: Among other acts listed in this lease or provided by law, TENANT will be in default of this lease if:

- A. TENANT does not pay rent or other amounts owed under this Lease;
- B. TENANT or any guest or occupant violates this Lease, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs;
- C. TENANT abandons the residence;

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25. DEFAULT BY TENANT (CONT.):

- D. TENANT gives incorrect or false answers in a rental application;
- E. TENANT or any occupant is arrested for a felony offense;
- F. TENANT or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or to any governmental agency.
- G. TENANT violates any part of the lease agreement or does not adhere to the TENANT rules and responsibilities.

26. RE-ENTRY AND DELIVERY OF POSSESSION UPON EXPIRATION OR TERMINATION: At the expiration of any term hereby created or if default be made in the payment of rent after the same is due, or upon the breach or any of the covenants and agreements herein contained, the OWNER or his agents shall have the right to enter and take possession of the leased premises, and the *TENANT hereby agrees to deliver same without process of law, and this lease*, at the option of the OWNER, shall terminate, or the OWNER may re-let the same for an account of the TENANT but to this cause the obligation of the TENANT shall not cease.

27. MILITARY PERSONNEL: Pursuant to Missouri law, an active duty member of the armed forces may terminate a lease with fifteen (15) days notice and a copy of his orders if he (1) receives a permanent change of station, (2) receives temporary duty orders assigning him at least 26 miles away for at least 90 days, (3) is discharged or released from active duty, or (4) if he is ordered to reside in government supplied quarters. The individual is not entitled to a refund of deposits.

28. SUBLEASE AND ASSIGNMENT PROHIBITED: TENANT agrees not to sublet said premises, or any part thereof, nor assign this lease, or any portion of the term of said lease, nor make any alteration, or additions to any of the buildings on said premises, or fixtures therein without written consent of the OWNER but such consent shall not release the TENANT from the obligations of this lease. If OWNER approves a replacement tenant, then, at OWNER’S option:

- A. The replacement tenant must sign this Lease with or without an increase in the total security deposit.
- B. The remaining and replacement tenants must sign an entirely new Lease.

Unless OWNER agrees otherwise in writing, TENANT’S security deposit will automatically transfer to the replacement tenant as of the date of OWNER’S approval. The departing tenant will no longer have a right to occupancy or a security deposit refund. The OWNER will not consent to a sublease or assignment unless:

- A. The applicant completes the same procedures for application and screening that apply to all applicants for residency; and
- B. Upon approval, the lessee and sub-lessee sign all documents required by the OWNER.

29. RIGHT TO ENTER: OWNER or his agent shall be permitted to enter the premises to inspect the property and condition thereof, at any reasonable time, to show the property for sale, at reasonable times, and for ALL days before the expiration of this lease to keep a for rent or for sale sign displayed on the premises and show the property for rent or for sale. The TENANT agrees that the OWNER, his agents or employees, or the employees of any contractor, utility company, or governmental agency, lender or insurance agent shall have the right to enter the premises and make inspections thereof or repairs thereto at any reasonable time and at any time in an emergency. If TENANT or any guest or occupant is present, then repairers, servicers, contractors, or our representatives may peacefully enter the residence at reasonable times for the following purposes: Inspecting the premises for damage, maintenance or needed repairs or improvements, retrieving unreturned tools or appliances, preventing waste of utilities, leaving notices, removing or re-keying unauthorized security devices, removing unauthorized window coverings, stopping excessive noise, removing health or safety hazards (including hazardous materials) or items prohibited under our rules, removing perishable food stuffs if TENANT(S)r electricity is disconnected, removing unauthorized or dangerous animals, retrieving property owned or leased by OWNER, allowing entry by a law enforcement officer with a

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29. RIGHT TO ENTER (CONT.):

search or arrest warrant, or in hot pursuit, allowing entry to government inspectors, exhibiting the premises to prospective tenants, purchasers, inspectors or appraisers. Such entry may be made after advance notice, stating time and purpose of the entry whenever possible. Entry may be made without prior notice if the OWNER or his agent is unable to contact TENANT, or reasonably believes that an emergency exists, such as fire, flood, or broken water pipes, and requires immediate entry, or in an attempt to prevent circumstances which could cause damage to the premises. If no one is in the residence, then repairers, servicers, Owner and Owner’s representatives may enter peacefully and at reasonable times by duplicate or master key for the same above listed purposes.

30. TENANTS RELEASE AND AGREEMENT TO INDEMNIFY: OWNER is not liable for personal injury or for damage to or loss of personal property in or about the premises, regardless of the cause of such injury, loss or damage, including but not limited to interruption of utilities or other casualty or occurrences. TENANT, for himself, his heirs, executors, administrators, approved successors and assigns, hereby releases, relinquishes and discharges, and agree to indemnify, protect and save harmless OWNER, his successors and assigns of and from any and all claims, demands and liability for any injury to, including

death of, persons (whether they be third persons, TENANT, or employees of the parties hereto) and any loss of or damage to property (whether the same be that of either of the parties hereto or of third persons) caused by, growing out of, or happening in connection with, TENANT’S use and occupancy of the premises, fixtures, equipment, appliances, facilities, improvements and common areas located or to be located thereon, or by reason of any like or different casualty. In like manner and to the extent set forth in the preceding sentence, TENANT agrees to exonerate and save harmless OWNER even though the claim or loss or casualty is attributable to the negligence of OWNER.

RESIDENT hereby agrees to be responsible for insurance on personal property, contents and liability. It is agreed that he OWNER is not liable for personal injuries or property damages suffered by the TENANT or any family member, occupant, guest or invitee of the TENANT alleged to arise from contact, inhalation, ingestion or other physical exposure to asbestos, lead, mold, mildew, fungus, mycotoxins, spores, scents, or byproducts produced or released by fungi, or any other alleged toxic substance or pollutant. In addition to the aforesaid substances, pollutant. (Means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid alkalis, chemicals, waste or bacteria.) Waste, includes material that may be recycled, reconditioned or reclaimed.

31. ATTORNEY FEES; COSTS TO ENFORCE AGREEMENT: In the event it is necessary for the owner to employ an attorney to enforce the terms of this agreement, collect any rent due, obtain possession pursuant to an unlawful detainer or other statutory possessor action, or defend any claim or counterclaims brought by the resident, the OWNER shall in addition to any other sums the owner is entitled to recover, shall also be entitled to recover his reasonable attorney’s fees, reasonable hourly compensation for time expended by OWNER or his agents, litigation expenses and court costs.

32. MULTIPLE TENANTS OR OCCUPANTS, JOINT AND SEVERAL RESPONSIBILITIES: It is agreed that multiple TENANTS, co-signors and guarantors are jointly and severally responsible for all terms of this lease agreement. If the TENANT, or any guest or occupant violates the lease or rules, all tenants are considered to have violated the lease. Our requests and notices (including notices or lease termination, repair requests, and entry permissions) to any one tenant shall constitute notice to all tenants. In eviction suits, each tenants considered the agent of all other Tenants in the residence for service of process.

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32. MULTIPLE TENANTS OR OCCUPANTS, JOINT AND SEVERAL RESPONSIBILITIES (CONT.):

Security Deposit refunds may be by one check jointly payable to all residents or be payable to any one resident. Said check, and any deduction itemizations, may be mailed to one tenant only. It is the obligation of any vacating resident to notify the owner of his/her forwarding address, however, check may also be mailed to property address vacated by tenant.

33. MOVE-OUT PROCEDURES, INSPECTION, AND RETURN OF SECURITY DEPOSIT: TENANT’S Move-Out Notice must be in writing or on our “Intent to Vacate” form. If tenant does not use our form, tenant must obtain from OWNER written acknowledgment that the move-out notice has been received. If OWNER terminates the Lease, OWNER must give TENANT (S) the same advance notice, unless TENANT (S) are in default. Oral move-out notice will not be accepted and will not terminate TENANT(S) Lease; TENANT(S) notice cannot terminate the Lease sooner than the end of the Lease term or renewal period. The move-out date in TENANT (S) notice must be the last day of TENANT (S) lease term unless agreed to in writing by both parties. Early move-out may result in releasing charges, in addition to all amounts provided for in this lease. **TENANT (S) NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE.**

The OWNER shall give the TENANT reasonable notice in writing at TENANT’S last known address, or in person, or by voice mail, when the OWNER will inspect the premises following the termination of the lease to determine the condition of the vacated premises. The amount, if any, of the security deposit to be withheld, will not be determined at time of inspection. The inspection shall be held during normal business hours and the TENANT shall have the right to be present at the inspection. In accord with Missouri law, within 30 days after the date of termination of the tenancy, the OWNER shall mail to the last known address of TENANT:

- A. Return of the full amount of the security deposit, or
- B. A written itemized list of the rent and/or damages for which the security deposit or any portion thereof is withheld, along with the balance of the security deposit, if any. Nothing in this section shall be construed to limit the right of the OWNER to recover actual damages in excess of the security deposit, or to permit a TENANT to apply or deduct any portion of the security deposit at any time in lieu of payment of rent. ***LAW PROHIBITS TENANT FROM APPLYING ALL OR ANY PORTION OF THE SECURITY DEPOSIT TO RENT.*** The 30-day period for the refunding of the security deposit does not begin to run until all residents, guests, and occupants have surrendered the residence and all keys. TENANT will not have surrendered the residence until **all** keys have been delivered to our office. TENANT is considered in possession and liable for rent, (at holdover rate if applicable), until all keys are received, unless the property is abandoned. Surrender or abandonment ends TENANT (S) right of possession for all purposes and gives us the immediate right to clean, make repairs, and re-let the residence, determine any security deposit deductions and remove property left in the residence. Surrender, abandonment, or eviction affects TENANT (S) rights to personal property left in the residence. TENANT (S) must give us, in writing, each tenant’s forwarding address. ***Owner’s representative has no authority to bind or limit owner regarding deductions for repairs, damages or charges. Any statements or estimates by owner’s representative are subject to owner’s correction, modification, or disapproval before final refunding or accounting.***

The TENANTS agree that the OWNER may pay the refund to any TENANT that has signed this lease. The TENANT to whom the deposit is refunded hereby agrees to hold OWNER harmless from the claims of the other TENANTS for all or any portion of the security deposit. **Deposit will be forfeited if 30-day written notice isn’t received by the 1st of the month.**

34. CLEANING: TENANT must thoroughly clean the residence, including doors, windows, bathrooms, appliances, floors, patios, garages, and storage rooms. **Deposit will be forfeited if any trash or furniture is left in or on the premises.**

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35. DISPOSAL OF ABANDONED PROPERTY: Any property of TENANT or occupants, remaining in or on the premises, either after termination of this lease or after TENANT abandons the premises, may be removed or disposed of by OWNER without liability. The premises shall be deemed abandoned if:

- A. The OWNER reasonably believes that the TENANT has vacated the premises and intends not to return;
- B. The rent is due and unpaid for thirty days; and
- C. OWNER posts written notice on the premises and mails to the last known address of TENANT by certified mail, return receipt requested, a notice of OWNER'S belief of abandonment as per Sec. 441.065. R.S. Mo; and
- D. TENANT fails to pay rent or respond in writing to the OWNER'S notice within ten (10) days after the date of posting and deposit of such notice in the U.S. Mail, stating TENANT'S intention to not abandon the premises.

36. INTERPRETATION OF THIS LEASE:

A. **OWNER:** has the right to damages from his estate, successors and personal representatives should his death occur during the lease period.

B. **HEADINGS:** The titles, headings, or captions in this agreement are for convenience only and are not to be construed to interpret, define, limit or change the intent or meaning of the language contained in this agreement.

C. **GOVERNED BY MISSOURI LAW.** The terms of this lease shall be interpreted and governed by the laws of the State of Missouri.

D. **TIME OF THE ESSENCE.** Time is of the essence of this lease agreement.

E. **ANTI-CRIME CONDITIONS:** For the purposes of these Anti-crime Conditions, the term TENANT shall include the TENANT, members of TENANT'S household, TENANT'S occupants, TENANT'S guests, TENANT'S invitees, or any other person who is living in, visiting, inhabiting, dwelling in, staying at, or frequenting the TENANT'S unit or common grounds, or is given access in any way to TENANT'S unit or the common grounds by TENANT, members of TENANT'S household, or TENANT'S occupants, or TENANT'S guests, or TENANT'S invitees, or any other person who is living in, visiting, inhabiting, dwelling in, staying at, or frequenting the TENANT'S unit or common grounds.

1. The TENANT shall not engage, or in any way be involved, in any criminal activity in, on, or near the unit, the common areas, or in the immediate vicinity of the OWNER'S premises. **TENANT SHALL NOT ENGAGE IN CRIMINAL ACTIVITY EVEN OFF THE OWNER'S PREMISES.** The commission of any crime in any location is grounds for termination of this lease and eviction, at OWNER'S subjective discretion.

2. TENANT shall not engage in any act intended to facilitate criminal activity on or near OWNER'S premises.

3. TENANT will not permit the dwelling to be used for or to facilitate criminal activity regardless of whether the individual engaging in such activity is a member of the household or a guest.

4. TENANT will not engage in the unlawful possession, distribution, manufacturing selling, use, storage, keeping or giving of a controlled substance as defined in RSMo Sec. 195.202 through RSMo Sec. 195.218 or in Section 102 of the Controlled Substance Act, 21 U.S.C. 802 at any location, whether on or near OWNER'S premises or otherwise.

5. TENANT shall not engage in any illegal activity, including prostitution, gang activity, harassment, any crimes against persons including but not limited to the unlawful discharge or unauthorized possession of firearms or any other activity that jeopardizes the health, safety and welfare of the OWNER, his agent or other tenant or involving imminent or actual serious property damage. ***VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. OWNER PARTICIPATES IN THE DRUG AND CRIME FREE HOUSONG PROGRAM AND STRICTLY ENFORCES ALL CONDITIONS.***

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E. ANTI-CRIME CONDITIONS (CONT.):

A single violation of any of the provisions of these conditions shall be deemed a serious violation and a material and irreparable noncompliance with the Lease and shall be good cause for termination of the lease. Proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence. The OWNER may terminate the tenancy of a TENANT if any of TENANT’S household members is illegally using drugs or if the owner determines that a pattern of illegal use of drugs interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.

37. WAIVER OF JURY TRIAL: OWNER and TENANT hereby waive trial by jury in any action, proceeding or counterclaim brought by any of the parties hereto against any other party on, or in respect of, any matter whatsoever arising out of or in any way connected with this lease, the relationship of OWNER and TENANT hereunder, TENANT’S use or occupancy of the lease premises (including a suit for unlawful detainer) and/or any claim of injury or damage

38. COPIES AND ATTACHMENTS: This Lease has been executed in multiple copies. The following items checked or listed below are hereby attached to this Lease and are binding even if not initialed or signed:

- _____ Animal Addendum
- _____ Payment Addendum
- _____ Cable/Internet Addendum
- _____ Parent Guarantee
- _____ Additional _____

OWNER RESERVES THE RIGHT TO ENFORCE THIS AGREEMENT IN WHOLE OR PART AT THEIR DISCRETION. TENANT(S) ARE LEGALLY BOUND BY THIS LEASE AGREEMENT. PLEASE READ IT CAREFULLY AND MAKE POSITIVE THAT TENANT (S) FULLY UNDERSTANDS IT.

Tenant Sign/Date _____

Tenant Sign/Date _____

Tenant Sign/Date _____

Tenant Sign/Date _____

Tenant Sign/Date _____

Bryan Properties Sign/Date _____