

WALKABOUT CREEK PROPERTIES
RENTAL LEASE AGREEMENT

This Rental Agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed.

THIS RENTAL AGREEMENT made and entered into this _____ day of _____, by and between _____, hereinafter referred to as "Lessor".
_____, hereinafter referred to as "Lessee".

As consideration for this agreement, Lessor agrees to lease to Lessee for use solely as a private residence, the premises located at _____, in the city of Springfield, MO.

1. **TERMS:** Resident agrees to pay \$_____ per month on the **1st day** of each month.
The initial terms of Rental Agreement shall be for **12** months, commencing on _____ and terminating at **12:00** noon on _____.

2. **AUTOMATIC RENEWAL:** if the Lessee does not wish to renew this Rental Agreement for the successive term of equal duration as the initial term, Lessee shall notify Lessor of intention not to renew in writing no less than thirty (**30**) days before the expiration date of the initial term or the expiration of any renewal term. Absent such written notice, this Rental Agreement shall automatically renew for a 12 Month term under the same conditions contained herein. Lessor reserves the right to cancel this Rental Agreement at any time by giving thirty (30) Days written notice to the Lessee.

INITIAL INITIAL

3. **PAYMENTS:** Rent and/or other charges are to be paid at such place or method designated by Lessor as follows. **1620 S Enterprise Spfld, MO 65804.** All payments are to be made by check, money order or cash only.

****PLEASE MAKE ALL CHECKS OR MONEY ORDERS PAYABLE TO _____.**

4. **LATE CHARGES:** A late fee of **\$25.00** shall be added and due for any payment of rent made after the **1st** of each month and an additional **\$5.00** per day past the **2nd** until payment is paid in full. Any dishonored checks shall be treated as unpaid rent, therefore, tenant will need to pay all late fees due and is subject to an additional fee of **\$30.00**. The Eviction process may begin as soon as the 5th of the Month if arrangements are not made in advance. Lessee understands once Eviction paperwork is filed, it will remain on their background, possibly cause extensive credit damage and in most cases prevent them from leasing another home/apartment in the future.

5. **SECURITY DEPOSITS:** The amount of \$_____ shall secure compliance with the terms and condition of this agreement and shall be refunded to LESSEE within **30 days** after the premises have been completely vacated less any amount necessary to pay LESSOR; **a)** any unpaid rent, **b)** cleaning cost, **c)** painting costs **d)** key replacement costs, **e)** cost for repair of damages to premises and/or common areas above ordinary wear and tear, and **f)** any other amount legally allowable under the terms of this agreement. LESSOR holds all rights to withhold from Security Deposit for any smoke damage; this would include walls, floors, ceilings, cleaning, and furnace repairs and/or replacement. A written accounting of said charges shall be presented to LESSEE within **30 days** of move-out. If deposits do not cover such costs and damages, the LESSEE shall immediately pay said additional costs for damages to owner.

6. **UTILITIES (Check only that which Applies):**

Lessee at Lessee's expense will be responsible for transferring **ALL** Utilities (Electric, Water, Sewer, Gas etc) into Lessee's name before or by the commencement date of this lease agreement. Date Transferred: ____/____/____

Lessee is Responsible for setting up Trash Services within 7 days of taking possession of premises.

By initialing below I agree I have read and understand the terms listed above.

Initial Initial

WALKABOUT CREEK PROPERTIES

7. **ADDITIONAL OCCUPANTS:** Guest(s) staying over 15 days without the written consent of LESSOR shall be considered a breach of this agreement. ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence for more than 15 days unless the written consent of LESSOR is obtained in advance.

8. **PETS:** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting requirements of the LESSOR. Such consent if granted, shall be revocable at LESSOR'S option upon giving a 30 day written notice. In the event permission is granted to have a pet and/or animal of any kind an additional fee in the range of \$100.00 to 500.00 will be charged per approved pet and is non-refundable. LESSEE is *encouraged* to obtain a Pet Liability Policy that can be added as a rider to most renter insurance policies. This is recommended to cover possible liability and damages that may be caused by your animal(s). At any time LESSEE has an unauthorized pet they are subject to a Penalty Fee of \$500.00 and could face possible eviction due to being in violation of the lease agreement.

**If there is an approved pet the Pet Addendum will be attached.

9. **PARKING:** When and if LESSEE is assigned a parking area/space on LESSOR'S property, the parking area/space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on LESSEE'S Application. Said space shall not be used for washing, painting, or repair of vehicles. No other parking space shall be used by LESSEE or LESSEE'S guest(s). LESSEE is responsible for oil leaks and other vehicles discharge for the LESSEE shall be charged for cleaning if deemed necessary by LESSOR.

10. **NOISE/ILLEGAL ACTIVITY:** LESSEE agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another LESSEE and/or neighbor. Said noise and/or activity shall be breach of this agreement. Illegal activity (drugs, contraband, etc.) or harassment of other tenants will result in immediate termination and or eviction.

11. **DRUG FREE HOUSING:** In consideration of the execution or renewal of this Residential Lease, Landlord and Tenant agree as follows:

1. Tenant, any member of tenants household, guest or other person under the tenant's control shall not engage in criminal activity, including drug related criminal activity, on or near the leased premises. "Drug related or criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell distribute or use a controlled substance.
2. Tenant, any member of tenant's household, guest or other person under tenant's control shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity on or near the leased premises.
3. Tenant or member of the household will not permit the leased premises to be used for, or to facilitate criminal activity including drug related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Tenant or member of the household will not engage in the possession, manufacture, sale or distribution of illegal drugs at any location, whether near the leased premises or otherwise.
5. Tenant, any member of tenant's household, guest or other person under the tenant's control shall not engage in acts of violence, threats of violence, including, but not limited to, the unlawful discharge of firearms on or near the leased premises.
6. Violation of the above provisions shall be a material violation of this lease and good cause for termination of tenancy. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material non-compliance with this lease. It is understood and agreed that a single violation shall be good cause for termination of this lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be proved by a preponderance of the evidence.

By **initialing** below I agree I have read and understand the terms listed above.

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WALKABOUT CREEK PROPERTIES

12. **CONDITION OF PREMISES:** LESSEE acknowledges that he/she has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by LESSOR are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. LESSEE agrees to keep the premises and all items in good order and good condition and to immediately pay for costs of repair and/or replace any portion of the above damage by LESSEE., his guests and/or invitees, except as provided by law.

13. **SURRENDER OF PREMISES:** Tenant(s) have surrendered the Premises when (A) the expressed move-out date has passed and no one is living in the Premises within Landlord's reasonable judgment; or (B) Tenant has notified Landlord that the premises have been vacated and all Premises keys and access devices have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, Tenant(s) shall surrender the Premises in better or equal condition as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements accepted and the premises shall be free of all personal property and trash not belonging to LESSOR. IF there is carpet and a professional carpet cleaning is required to restore carpets to the condition found at the commencement of this Agreement, Tenant(s) must hire, coordinate, and pay for this service. If Tenant(s) fails to accurately assess and restore the Premises, and all subsequent elements, to condition found at the commencement of this Agreement, less normal wear and tear, Landlord can hire professionals, at Tenant's expense, to fulfill Tenant's responsibilities. It is agreed that all dirt, holes other than standard nail holes, tears, burns, stains, of any size or amount in the carpets, drapes, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

13. **ALTERATIONS:** LESSEE shall **NOT** paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of LESSOR except as may be provided by law.

14. **SATELLITE EQUIPMENT:** Any and all satellite equipment **MUST BE INSTALLED ON A POLE IN THE BACK YARD NOT THE STRUCTURE.** If any equipment is installed on the property itself during this lease agreement the tenant will be asked to contact the satellite company to have the equipment removed and moved to the backyard or side yard. The company will also need to fill any holes made on the property and fill and repair them properly. If the satellite company fails to repair the holes made properly the tenant will be responsible for all repair costs. Any satellite equipment installed **MUST** be removed when property is vacated and is the responsibility of the tenant to contact the satellite company to request that the equipment be removed. In the event the equipment is left on the property, there will be **\$125.00** fee to remove which will be deducted from the deposit.

15. **SMOKE DETECTORS:** Lessee does Hereby confirm that adequate smoke detectors are presently installed on the premises, that the LESSEE has inspected the smoke detectors and hereby agrees it is Lessee's responsibility to replace the battery as such replacement is needed. LESSEE further understands that he/she is not to disconnect or move smoke detector and to notify the LESSOR in writing of any deficiencies in the smoke detector.

16. **EXTERIOR MAINTENANCE AND YARD CARE:** LESSEE understands, at all times, LESSEE is/are responsible for keeping all outside areas free of debris, animal feces, and/or any other unsightly items. **LESSEE is/are responsible Mowing and Weed Eating the property on a REGULAR basis.** Tenant agrees to keep sidewalks and driveways free of ice, snow, and debris, and in safe condition in accordance to city ordinance. If the LESSEE fails to mow the yard or weed eat as required and the Landlord has to mow and weed eat the property the Tenant(s) will be billed for the mowing services each time it is done.

****Exterior Maintenance and Yard Care Agreement Attached.**

By **initialing** below I agree I have read and understand the terms listed above.

_____ Initial

_____ Initial

WALKABOUT CREEK PROPERTIES

17. PROPERTY MAINTENANCE:

1. LESSEE shall be responsible for getting Trash Service. LESSEE shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. LESSEE shall also be responsible for calling their Trash Service Company upon move out and submitting a request for the garbage bin to be removed from the property.
2. LESSEE shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler.
3. LESSEE shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains.
4. LESSEE shall NOT Flush Sanitary Napkins, Tampons or Paper Towels. LESSEE shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for expense or damage caused by stopping of the waste pipes or overflow from bathtubs, wash basins, or sinks.
5. Tenant(s) is responsible for cleaning all areas of the Premises, including but not limited to, living room, dining room, kitchen, hallways, laundry room, bedrooms, closets, bathrooms, outdoor walkways, and parking spaces. All floors need to be swept and mopped regularly and all Appliances need to be cleaned regularly. Tenant needs to use any bath fans in the bathroom(s) to keep any mold or mildew from forming due to moisture from sinks or showers.
6. LESSEE shall also be responsible for changing out air filters on a quarterly basis.
7. Lessee MUST maintain the temperature of the leased premises between 50 and 85 Degrees Fahrenheit.
8. LESSEE is responsible for mold, pests, mildew etc. anything that occurs do to lack of good housekeeping.
 - A. **MOLD**- Lessee shall be responsible for preventing and not creating or ignoring conditions that promote the growth of mold in the leased premises. Lessee shall remove any excess or accumulation of water immediately and report any leak to the Lessor in writing and take any steps necessary to mitigate damages. Lessee shall be responsible for keeping the leased premises clean and free from food sources. Lessee is responsible for keeping the humidity and climate in the leased premises at reasonable levels.
 - B. **PESTS**- Lessee shall be responsible for keeping the leased premises free from all pests at Lessee's expense, including, but not limited to: Ants, Wasps, Mice, Roaches, Fleas, Bedbugs, Spiders etc. After 10 days of taking possession of said premises and through the end of their tenancy, which shall end when possession of premises is surrendered back to LESSOR, their agents and/or assigns and the move out inspection has been completed by management.
9. All light sockets should have working bulbs in them when you move in. If any lights do not work when you move-in, please notify us. It is your responsibility as the LESSEE to replace light bulbs as needed. When replacing burned out light bulbs, use the correct size, type and wattage.
10. Tenant is required to promptly notify Walkabout Creek Properties of all needed repairs. Failure to inform Walkabout Creek Properties of water leaks or any condition that may result in damage to the property will cause tenant to be held liable for the cost of repairs.

18. **LEAD BASED PAINT DISCLOSURES:** Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards. All properties shall contain a Lead-Based Paint Disclosure whether built before 1978 or after. Lessee will also receive a Lead-Based Paint Pamphlet.

19. **CHANGE OF TERMS:** The terms and condition of this agreement are subject to future change by LESSOR after the expiration of agreed lease period upon 30-day written notice setting forth such change and delivered to LESSEE. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.

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WALKABOUT CREEK PROPERTIES

20. **POSSESSION:** If LESSOR is unable to deliver possession of the residence to LESSEE on the agreed date, because of loss or destruction of residence or because of the failure of the prior resident(s) to vacate or for any other reason, the LESSEE and/or OWNER/LESSOR may immediately cancel and terminate the lease agreement whereupon written notice to the other party at their last known address, whereupon neither party have liability to the other and any sum paid under this agreement shall be refunded in full. If neither party cancels, the lease Agreement shall be pro-rated and begin on the date of actual possession.

21. **RIGHT OF ENTRY AND INSPECTION:** LESSOR may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. LESSOR shall give 24 hour advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections and/or for normal inspections and repairs. LESSOR is permitted to make all alterations repairs and maintenance that in LESSOR'S judgment is necessary to perform.

22. **ASSIGNMENT:** LESSEE agrees not to transfer, assign or sublet the premises or any part thereof.

23. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the LESSOR'S or LESSEE'S rights under law. If any part of this Agreement shall be in conflict with law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

24. **BUYOUT AGREEMENT:** In the event that LESSEE wishes to vacate the leased premises before the expiration of the term provided herein, **LESSEE(S) must give a thirty (30) day written notice on or before the 1st of the month in which they intend to vacate**, LESSEE must then pay a fee equal to two (2) months rent. Landlord may, at its option, release LESSEE from further liability for future rent hereunder by acceptance of the payment of two (2) months rent **PLUS** retention of the **Security Deposit**. This shall constitute a reasonable sum as and for liquidated damages, it being further agreed that the Landlord's damages in such event would be difficult, if not impossible, to ascertain. Landlord shall be deemed to have exercised its option in this regard only by accepting payment and tendering a proper release form to LESSEE. This clause is contingent upon LESSEE surrendering the premises in a timely manner and in good condition, ordinary wear and tear accepted. The premises shall be considered vacated *only* after all areas including storage areas are clear of all LESSEE belongings, and keys and other property furnished for LESSEE'S use are returned to LESSOR.

25. **ATTORNEY FEES:** LESSEE shall pay all attorney fees expenses and court cost if any legal action or proceedings filed.

26. **JOINTLY AND SEVERALLY:** The undersigned LESSEE is/are jointly and severally responsible and liable for all obligations under this agreement.

27. **REPORT TO CREDIT/TENANT AGENCIES:** You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

28. **NOTICES:** All notices to LESSEE shall be served at LESSEE'S premises and all notices to LESSOR shall be served at **1620 S Enterprise Springfield, MO 65804**.

29. **INVENTORY:** The premise contains the following items, that the LESSEE may use.

STOVE REFRIGERATOR DISHWASHER OTHER: _____

If any of the appliances furnished by the Lessor and listed above have maintenance issues or break the tenant must report all issues to the Lessor immediately.

By **initialing** below I agree I have read and understand the terms listed above.

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30. **KEYS AND ADDENDUMS:** LESSEE acknowledges receipt of the following which shall be deemed part of this Agreement: (please check)

- Keys- How Many _____ Purposes: House Key Mail Key Garage Key
 Garage Door Opener- How Many _____
 Pet Addendum
 Move IN-Checklist
 Lead-Based Paint Disclosure and Lead-Based Paint Pamphlet
 Renters Insurance Agreement
 Exterior Maintenance and Yard Care Agreement
 Satellite/Cable/Internet Authorization
 Rules, Regulations and Information Addendum

31. **DISPLAY OF SIGNS:** During the last thirty (30-60) days of this Lease, Landlord or Landlord's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the property and enter to show the property to prospective purchasers or tenants.

32. **NO SMOKING POLICY:** We do have a No Smoking Policy. Neither the Tenant(s), guests, nor any other person shall be allowed to smoke any substance(s) inside the Property. Tenant(s) understand that if the Tenant(s), Guests or any other person smokes inside of the property and damage is caused by smoking they will be responsible for the repairs. Damage includes but is not limited to: deodorizing inside the property, additional paint preparation, replacement of drapes/blinds, repair or replacement of carpet, wood floors, countertops, or any other surface damaged due to burn marks and/or smoke damage.

33. **INSURANCE:** LESSEE acknowledges that the LESSOR'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of god, acts of others, and/or any other causes, nor shall LESSOR be held liable for such losses.

**Renters Insurance Agreement attached.

34. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between LESSOR and LESSEE. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

35. **RECEIPT OF AGREEMENT:** The undersigned LESSEE(S) has/have read and understands this Agreement and hereby acknowledges receipt of a copy of this Rental Agreement.

X _____ Date: ____/____/____
LESSEE'S SIGNATURE

Print Name: _____ Phone #: _____

X _____ Date: ____/____/____
LESSEE'S SIGNATURE

Print Name: _____ Phone #: _____

LESSOR'S Signature

X _____ Date: ____/____/____

Title: _____

By **initialing** below I agree I have read and understand the terms listed above.

Initial Initial