

**HOME LOCATORS, INC. LEASE AGREEMENT**  
**618 N. MAGUIRE, WARRENSBURG, MISSOURI 64093**  
**660-429-1323**

THIS LEASE Made and entered into between **HOME LOCATORS INC. (LESSOR) AND JOHN DOE (LESSEE.)**

WITNESSETH:

1. DESCRIPTION AND TERM. Lessor does hereby lease to Lessee the premises at:

**1234 GREAT STREET, APT. # A, WARRENSBURG, MISSOURI 64093. FOR THE TERM OF ONE YEAR BEGINNING THE FIRST DAY OF APRIL, 2017 AND ENDING THE 31ST DAY OF MARCH, 2018.** Lessee is required to give the Lessor 60 days advance notice prior to the termination date on this lease to either vacate the premises on the termination date or renew for another term.

2. PAYMENT TERMS. Lessee agrees to pay as rent for the said premises the sum of

**FOUR HUNDRED NINETY FIVE 00/100 (\$495.00)** per month, payable in advance, during the entire term of this lease.

All rents are due on the first day of each and every month during the term of this lease and must be paid in one payment. There will be a late fee charge of \$25.00 on the 6<sup>th</sup> day during the term of this lease. Then a \$5.00 a day late fee will be charged in addition the \$25.00 late fee until the rent is received in full. If late charges are not paid with the rent, the charges will be deducted from the deposit at the end of the lease. If any check for rent is returned to the Lessor for non-sufficient funds or other reason, late charges will continue until the rent is actually paid by the Lessee. Lessor reserves the right to charge \$30.00 and late fees for any check returned to the Lessor due for any reason.

3. SECURITY DEPOSIT. Lessee has deposited with Lessor the sum of **\$450.00** held as security that the Lessee will perform all covenants of this lease. Lessee agrees that such deposit is not a prepayment of rent is not a trust fund and may be commingled with Lessor's funds, and that Lessor is not required to pay interest thereon. Lessee further agrees that Lessor shall have the right, without prejudice to any of its remedies, to apply all or part of such deposit to payment for restoration of extraordinary wear and tear of damage to premises. In the event the security deposit as provided herein is not sufficient to repair and restore the damage or loss, then Lessee covenants and agrees to pay such additional amount upon notification of the amount thereof. Such deposit or balance, after deduction for damages, shall be refunded within thirty days after termination of this Lease if Lessee is not then in default hereunder. In no case shall Lessee be refunded the security deposit, unless he has paid rent and late charges for the full term of this lease as herein provided. Lessee shall not apply the security deposit to the payment of any rent due, and in particular, the rent due for the last month of this lease.

4. CONDITION OF PREMISES. Lessee accepts said premises in their present condition and agrees to use and occupy same only as a private resident, to keep them in a clean, sanitary condition, to not make alterations or additions thereto without Lessor's consent, to not commit waste thereon, to obey all laws and ordinances affecting the same and to reimburse the Lessor for all repairs made necessary by negligent and careless use of the premises by the Lessee.

Lessee shall within 5 days after the execution of this lease, inventory the above-referenced premises, making note of any existing damage to the premises and to its condition in general. Lessee agrees to accept the premises in the condition as inventoried and agrees to surrender the premises in the same condition as initially inventoried, normal wear and tear excepted. If Lessee does not submit to Lessor an inventory of the property within 5 days, Lessee agrees that the premises is in Excellent condition (NO EXCEPTIONS) and Lessee will thus be responsible for any and all damage to the premises upon the surrender of the lease.

Lessee must keep yard

Lessee does not keep yard

**NO**

For the purpose of this Lease, keeping the yard means fertilizing the yard in the early spring(February or March), mowing the yard when the height is more than 4 inches, watering the yard when the ground is dry to avoid grass from dying, and fertilizing in the fall(September or October). The spring fertilizer should have high Nitrogen content-example: Weed and Feed.

The fall fertilizer shall contain content more of Potash and Phosphorus and needs an analysis of 13-13-13 each. If in the summer, signs of sod web worm shows up, then it should be immediately sprayed. If these procedures are not followed, the Lessor shall be reimbursed from Lessee or from the security deposit to restore the yard to the excellent condition it was found in.

5. VACATING UPON TERMINATION. At the termination of the Lease, Lessee shall yield immediate possession of the premises and deliver all keys, garage remotes and fireplace remotes (if applicable) thereto the Lessor. The premises will be returned to Lessor together with all fixtures and equipment furnished by Lessor, in a clean and orderly condition. Lessee shall leave the walls and floors of the premises, kitchen equipment and appliances in a good, clean condition and state of repair. Lessor will deduct from Lessee's security deposit the expense of having any personal property and debris removed if Lessee leaves any in or around the premises or if the Lessor has the premises cleaned. Lessee is required to give the Lessor 60 days advance notice prior to the termination of this lease to either vacate the premises on the termination date or renew for another term.

6. RIGHT OF ENTRY. Lessor shall have the right to enter the premises at all reasonable times during the sixty-day period prior to the termination of this Lease for the purpose of showing the premises to prospective tenants and to advertise the same for Lease. Lessee further agrees to permit Lessor or its agents to enter the premises with a pass key or otherwise at any reasonable time to examine the same or to make such repairs as Lessor shall deem reasonably necessary.

7. UTILITIES. Lessee is responsible to furnish the following utilities: Water/Sewer, Electricity, and Gas. It is understood and agreed, however, that Lessor shall not be liable for failure to furnish any of the above named services from any cause whatsoever, nor shall failure by Lessor to do so constitute a breach of this lease. Lessor will hold Lessee responsible for all payment of utility bills until the expiration of the Lease. If Lessee fails to pay for any utilities, then Lessor will deduct from Lessee's security deposit any remaining balance owed to said utility companies at the expiration of this Lease. Lessee hereby gives Lessor prior written approval by execution of this Lease to contact any utility companies for the purpose of determining whether Lessee has any outstanding balance due for such used utilities.

8. SUBLETTING. Any attempt to sublease the property shall constitute default. Subletting is allowed only upon written consent and approval of Lessor.

9. LIABILITY. Lessor shall not be liable to Lessee, Lessee's guests or other occupants or persons on the premises for injury, damage or other losses to such persons or their property caused by Lessee's negligence, theft, burglary, assault, other crimes, fire, ice, water, wind, rain, smoke, or any other causes beyond Lessor's control. Lessee agrees to indemnify and hold Lessor free and harmless from any and all liability for injury to any person or death of any person or persons, or for damage of property arising from the use and occupancy of the premises by Lessee or from the act or omission of any person or persons, including Lessee.

Lessee agrees that any damage to personal property, whether in the premises or stored in basement or storage areas, if provided by Lessor, shall not be the responsibility of the Lessor. Lessee shall maintain a renter's insurance policy, which includes personal liability coverage, on premises described herein and shall maintain such renter's insurance throughout the term of the tenancy up to and including the day of move-out.

10. DEFAULT. Default shall be created by any of the following: the expiration of the term hereby created, if any proceeding under the present or any future bankruptcy act shall be instituted by or against Lessee, if default be made in the payment of rent after the same is due, or upon the breach of any of the covenants herein contained. Lessor shall have the right to enter and take possession of the leased premises and this lease, at option of Lessor, shall terminate, but the obligation of Lessee to pay rent shall remain in full force and effect and the Lessee shall be liable for collection, and /or a reasonable attorney fee by reason of the Lessee's failure to comply with the terms hereof.

11. KEYS. Lessee will receive two keys to each property location at the beginning of the lease receipt of which is hereby acknowledged by Lessee. If Lessee loses his keys, there will be a \$1.00 charge for each additional key made. If a Lessee locks their self out of his apartment during office working hours, there will be no charge to let Lessee in. If it is other than office working hours, there will be a \$35.00 charge to be paid at the time that he is let in.

12. MILITARY CLAUSE. If a military Lessee receives PCS orders or TDY orders in excess of ninety days duration assigning the member to another location which is at least 25 miles from the leased premises; the Lessee must furnish Lessor with a copy of the official orders and give a

written 15 day notice of termination to be effective on a date stated thereon, which shall not be less than fifteen days after the date of such service. If married and one spouse receive orders, the other spouse (husband or wife) is also released from the lease. If tenants are only room mates and one tenant receives orders, the other tenant of that same apartment is not released from the lease, only the one with orders.

13. LEAD-BASED PAINT DISCLOSURE. Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the premises. A Disclosure of Information on Lead-Based Paint has been presented to Lessee and signed by both Lessee and Lessor.

14. RULES AND REGULATIONS. Lessee agrees to the following rules and regulations:

(a) To use the highest degree of care to keep the premises safe and sanitary, and to comply with applicable standards of the housing and building codes.

(b) Not to keep pets or animals of any kind on the premises, or to install water furniture (including water beds), antennas, additional phone or TV cable outlets, electrical or lock changes, (including re-keying or additional locks) without the written consent of the Lessor.

(c) Not to make any changes, remodel, or redecorate, including but not limited to repainting or wallpapering except as authorized in writing by Lessor.

(d) No holes may be put inside or outside of the apartment doors; however, a reasonable number of special picture hanger holes for picture hanging will be permitted in sheet rock walls and in grooves of wood-paneled walls.

(e) Use all electrical, plumbing, heating, ventilation, air-conditioning, and other facilities in a reasonable manner.

(f) Turn off all water faucets, lights, electrical appliances when not in use and keep heating and cooling equipment under Lessee's control at temperature levels as suggested by Federal guidelines to conserve energy.

(g) Refrain from littering, damaging, impairing the use of or removal of any part of the premises and not permit Lessee, Lessee's occupant, agents, guests, or invitees to do so. Garbage shall be disposed of only in proper receptacles.

(h) Not to remove Lessor's fixtures, appliances or furniture from the premises for any purpose.

(i) Except for normal wear and tear, pay all repairs resulting from misuse of premises by Lessee, Lessee's occupants, agents, guests or invitees. Odors can be considered damage including, but not limited to, smoke, pet, and cooking odors.

(j) Properly notify Lessor of any known need for repairs to the dwelling or premises including, but not limited to, dripping water faucets, running toilets, defective appliances, broken windows, broken doors, or any other defective part of the premises. Lessee will be responsible for damage resulting from failure to notify Lessor of needed repairs.

(k) Hold Lessor harmless for any loss or liability, including reasonable attorney's fees, for personal injury or accident sustained by Lessee, Lessee's occupants, agents, or invitees.

(l) Automobiles belonging to the Lessees must be parked in the parking areas provided. Parking of trucks or commercial vehicles, boats, or trailers and "dead storage" such as the parking of cars for an indefinite period or any major overhaul requiring an indefinite parking period are prohibited. All Vehicles must be properly tagged and licensed.

(m) Lessee shall not play any musical instrument or mechanical device or work with power tools in such a manner as to disturb Lessor or neighbors, and Lessee shall not allow loud, disturbing noises, voices by Lessee, Lessee's family, or Lessee's guests, invitees, agents, or employees.

(n) No unlawful activity or act shall be carried on or performed on the premises.

(o) During an absence, keep heat on in the premises at 60 degrees so that pipes will not freeze.

(p) Lessee shall change the smoke detector batteries at least every six months. If for any reason Lessee suspects the smoke detector is not working, it is the Lessee's responsibility to notify Lessor immediately.

(q) This is a smoke free property, therefore, there is to be no smoking on the premises.

If Lessee violates any of these rules and regulations, the Lessor shall, at his sole option, have the right to terminate this lease.

15. CARPET CLEANING. Lessee consents and agrees that Lessor will have the carpets professionally cleaned at the termination of this lease and agent will have the cost thereof deducted from the security deposit.

16. NO PET POLICY. Lessee agrees and understands that there are no pets allowed, whether animal, fish, bird, or reptile, even temporarily, anywhere on the premises. NO pets may be fed from the premises or any part of the premises property. Violation of this policy by the Lessee will be terms of default and Lessor shall, at his sole option, have the right to terminate this lease.

17. ENTIRE AGREEMENT. The parties acknowledge that neither Lessor nor its agents have made or make any representation with respect to the leased premises; that this Lease contains the entire agreement (pages 1-4) between Lessor and Lessee; and that this lease shall not be modified, amended, superseded or cancelled except by written agreement of the parties hereto.

18. COLLECTIONS AND RECOVERY. The lessee agrees that if the Lessor enforces any provisions of this lease through court actions, collections or recovery action, Lessee will pay the Lessor's attorney fees (in reasonable amounts), court cost and collection fees. Should any action be brought to enforce any provision for breach of this agreement, the Lessee(s) agree that such suit may be brought in Warrensburg, Johnson County, Missouri.

REAL ESTATE BROKERAGE RELATIONSHIP DISCLOSURE. Lessor (Landlord) and Lessee (Tenant) acknowledge that (a) disclosure of the foregoing relationship was communicated to them or their respective agents and/or transaction brokers no later than the first showing of the property, upon first contact, or immediately upon the occurrence of a change to the relationships and (b) they have received a Missouri Real Estate Commission Broker Disclosure Form as required by the Missouri Real Estate Commission.

Check Appropriate Box:

Licensee assisting Lessee (Tenant) is a:

**Tenant's Agent** (acting on behalf of the Tenant)

**Landlord's Agent** (acting on behalf of the Landlord)

**Transaction Broker Assisting Tenant** (not acting on behalf of either the Landlord or Tenant).

Licensee assisting Lessor (Landlord) is a:

**Tenant's Agent** (acting on behalf of the Tenant)

**Landlord's Agent** (acting on behalf of the Landlord)

**Transaction Broker Assisting Landlord** (not acting on behalf of either Landlord or Tenant.)

By Signing Below, the licensee confirms making timely disclosure of its brokerage relationship to the appropriate parties.

\_\_\_\_\_  
Broker's Firm Assisting Lessor  
By- Jane Doe, Broker

DATE \_\_\_\_\_

\_\_\_\_\_  
Broker's Firm Assisting Lessee  
By-Jane Doe, Broker

DATE \_\_\_\_\_

THIS IS A LEGALLY BINDING DOCUMENT-READ CAREFULLY BEFORE SIGNING.

JOHN PAID THE DEPOSIT OF \$450.00  
ON 4-30-17

JANE DOE, BROKER  
HOME LOCATORS, INC.-LESSORS AGENT

LESSOR \_\_\_\_\_

DATE \_\_\_\_\_

LESSEE \_\_\_\_\_

DATE \_\_\_\_\_

LESSEE \_\_\_\_\_

DATE \_\_\_\_\_

LESSEE \_\_\_\_\_

DATE \_\_\_\_\_