

RESIDENTIAL LEASE AGREEMENT

This *Residential Lease Agreement* (the "Agreement") is made and entered into on the ____ day of December 2019, by and between Shuda Properties LLC (the "Landlord"), 27855 Hackberry Drive, Sedalia, Missouri 65301, and _____ (the "Tenants").

Landlord and Tenants agree as follows:

1. DESCRIPTION OF REAL ESTATE. Landlord agrees to lease to Tenants and Tenants agree to rent from Landlord, according to the terms set out in this Agreement, the real estate located at _____ (the "Premises").
2. CONDITION OF REAL ESTATE. Tenants agree to accept the Premises "as is" with no warranties expressed or implied as to its condition. Tenants shall use reasonable diligence in care of the Premises. When moving out, Tenants agree to surrender Premises in the same condition as when received, with reasonable wear and tear accepted.
3. TERM OF LEASE. The initial term of the lease shall commence on the _____, and shall end on _____. This Lease will be automatically renewed on a month-to-month basis unless written notice of termination is given by either party at least thirty days before the end of the above lease term or renewal or extension period or unless another lease is signed by the parties.
4. RENT AMOUNT. Tenants shall pay to Landlord rent in the amount of \$ _____ on or before the ____ day of each month. The first monthly rent payment shall be made on or before _____. Rent is payable without notice or demand, both of which are expressly waived by the Tenants. Unless other provisions for payment are made, rental payments shall be made by

sending a check to Landlord's address. Tenants shall not pay rent by cash.

5. LATE FEES. Tenants shall make all payments required of them under this lease on time. In the event Tenants fails to make any required payment within five days of the date said payment is due, the Tenants shall be required to pay a late fee in the amount of \$50 for each month the payment is late.
6. SECURITY DEPOSIT. Tenants shall further pay to the Landlord, prior to any use or occupancy of the Premises, a security deposit in the amount of \$_____ on or before _____. This security deposit shall be held by the Landlord:
 - 6.1 as security for any damages to the Premises, or
 - 6.2 as payment, in whole or in part, for any costs or expenses incurred by the Landlord resulting from the failure of the Tenants to surrender the premises in the same condition as when received, with reasonable wear and tear accepted, or
 - 6.3 as security for Tenants' failure to pay the full amount of rent as required by this Agreement, or
 - 6.4 as payment, in whole or in part, for any costs or expenses incurred by the Landlord resulting from the Tenants' breach of any of the terms and conditions of this Agreement.

In the event that Tenants fail to pay any obligation required of them by this lease, Landlord at its sole discretion may apply the security deposit to the unpaid obligation after ten days have passed since the obligation became due. On or before the time when Landlord applies any portion of the security deposit to any such unpaid obligation, the Landlord shall provide written notice to the Tenants of the unpaid obligation, of the amount of the security deposit applied

to the obligation, of any obligation remaining unpaid by the Tenants, and of the balance of the security deposit. Tenants shall make a payment to the Landlord sufficient to replenish the security deposit to its full amount and to pay off any unpaid obligations within ten days of the date of the written notice.

7. **USE OF PREMISES AND MODIFICATIONS.** The Premises shall be used by Tenants for residential purposes only. Tenants shall not make any alterations or modifications to the Premises without the written permission of Landlord. Tenants may not change any locks. Tenants shall abide by Landlord's rules as set out in the appendix to this Agreement.
8. **PETS.** The only pets allowed on the Premises are animals which reside solely in a covered aquarium and no more than two cats. Tenants shall not allow any other animals to reside on the Premises.
9. **RENTER'S INSURANCE.** Tenants shall obtain a renter's insurance policy in a sufficient amount to cover the value of all of Tenants' personal property.
10. **LIABILITY.** Landlord shall not be liable to Tenants, guests or other occupants, for any damages or losses to person or property caused by theft, burglary, assault, vandalism or other crimes. Landlord shall not be liable for personal injury to Tenants, or any other person, for damages to or loss of Tenants' personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities or other occurrences unless such injury or damage is caused by Landlord's negligent or intentional acts. Tenants agree that all existing locks and latches are safe and acceptable, subject to Landlord's duty to make needed repairs of the same upon written request of Tenants.

11. ASSIGNMENT AND SUB-LEASE. Tenants agree not assign their rights or obligations under this Agreement or allow any other tenant to come in with or under them without first obtaining the written consent of Landlord. Tenants shall not allow any person to spend more than one night at the Premises without the written consent of Landlord.
12. NOTICE OF TERMINATION OF LEASE. If this Agreement is automatically renewed or extended, then notice given of the termination of this Agreement shall effectively terminate the Agreement thirty days after the next monthly rental payment is due. If Tenants fail to give the thirty-day written notice or if Tenants move out without rent being paid in full for the entire Lease term or renewal or extension period, Tenants will be liable under this Lease for continued liability for future rentals and other damages or charges to which Landlord is entitled.
13. UTILITIES. Landlord shall furnish and pay for water and trash service to the Premises. Tenants shall furnish and pay for electricity to the Premises. Tenants shall furnish all other utilities to be used and consumed upon the Premises and shall provide all security deposits required by suppliers of said utilities.
14. MAINTENANCE OF PREMISES. Tenants agree to properly maintain the building and grounds located on the Premises and keep the Premises in a reasonable and habitable state of repair. Tenants shall keep the lawn mowed and trimmed. Landlord shall be responsible for all plumbing, electrical, heating and air-conditioning repairs, so long as Tenants provide reasonable and appropriate maintenance and use of these systems.
15. NUISANCES. Tenants shall keep and preserve the Premises from any nuisances or dangers of fire, and shall not use or permit the use

of the Premises, or any part thereof, for any purpose forbidden by law or by this Agreement.

16. ENTRY ON THE PREMISES. Tenants agree to permit the Landlord or its representatives to enter the Premises at reasonable times for the purpose of inspecting or maintaining the Premises. Landlord may enter all parts of all buildings on the Premises. Landlord shall give reasonable notice under the circumstances before entering the Premises.

17. DEFAULT. Any of the following shall constitute a default on the part of the Tenants, regardless of whether the following should apply to one Tenant or all Tenants as a whole:

17.1 Tenants fail to comply with any term of this Agreement, including Landlord's rules as set for in the Appendix;

17.2 Tenants desert or vacate the Premises;

17.3 Tenants file for bankruptcy, regardless of whether the filing was voluntary or involuntary; or

17.4 Tenants become insolvent or make a transfer in fraud of creditors.

18. REMEDIES. Upon the Tenants' default, Landlord shall have the right to exercise any right or remedy provided by law. All rights and remedies of Landlord described in this Lease Agreement shall be cumulative and shall not exclude any other rights or remedies allowed by law. The exercise of any right or remedy shall not operate to exclude any other right or remedy. Any waiver by Landlord of any breach or default shall not operate as a continuing waiver and shall not in any way limit or exclude any of Landlord's rights or remedies in this Agreement or at law. Landlord and Tenants further agree that there is no and will be no course of practice, trade or usage

other than what is reduced in writing in this Agreement or any subsequent modification.

19. **ATTORNEY FEES AND COURT COSTS.** Upon Tenants' breach of any of the terms or conditions of this Agreement or any future modifications thereto, Tenants shall be liable for any and all reasonable attorney fees and costs of litigation incurred or paid by or on behalf of Landlord as the result of Tenants' breach.
20. **METHOD OF PROVIDING NOTICE.** All notice to be given under the terms of this Agreement shall be given in writing and a copy shall be saved by both Landlord and Tenant. Written notice may be given by postal mail or e-mail.
21. **BINDING EFFECT.** This Agreement shall be binding upon the parties thereto, their heirs, personal representatives, successors and assigns.
22. **LAWS OF THE STATE OF MISSOURI.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law. Venue to enforce or determine any of the provisions of this Agreement shall be proper only in the Circuit Court of Pettis County, Missouri.
23. **ENTIRE AGREEMENT.** This Agreement sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenants concerning the Premises and there are no other covenants, promises, agreements, conditions or understandings, either oral or written, between them other than set forth

herein. Any prior covenants, promises, representations, agreements, conditions or understandings, regardless of whether made orally or in writing, between Landlord and Tenants are hereby nullified and agreed to be of no effect. No future covenants, promises, representations, agreements, conditions or understandings, regardless of whether made orally or in writing, between Landlord and Tenants shall be of any effect such relates to any of the terms or conditions of this Agreement unless the same is reduced to writing and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Alex Shuda, on behalf of
Shuda Properties LLC

Tenants

Tenants

Appendix to Residential Lease Agreement

RULES GOVERNING THE PREMISES

Tenants agree to abide by the following rules while in possession of the Premises. Tenant's failure to abide by these rules constitutes a breach of the Agreement and shall cause Tenants to be in default.

1. Smoking is not allowed on any part of the Premises.
2. Tenants shall have a working fire extinguisher in the kitchen at all times.
3. Tenants shall only allow ___ motor vehicles, not including motorcycles, to remaining on the property for longer than five consecutive days, regardless of whether the motor vehicles are operational.
4. Tenants shall not dig any holes into the ground larger than six inches in diameter without Landlord's written consent.
5. Tenants shall not hire any person or business to provide maintenance on the Premises without Landlord's written consent.
6. Tenants shall not flush anything other than toilet paper or materials explicitly designed to be flushed in the toilet.

Alex Shuda, on behalf of
Shuda Properties LLC

Tenants

Tenants

Reference _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

1 Lead Warning Statement

2 Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose
3 health hazards if not managed properly. Lead exposure is especially harmful to young children and
4 pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint
5 and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet
6 on lead poisoning prevention.

7 Lessor's Disclosure

8 (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

9 (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing.
10 (explain)
11 _____

12 (ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the
13 housing.
14

15 (b) Records and reports available to the lessor (check (i) or (ii) below):

16 (i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-
17 based paint and/or lead-based paint hazards in the housing (list documents below).
18 _____

19 (ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint
20 hazards in the housing.
21

22 Lessee's Acknowledgment (initial)

23 (c) _____ Lessee has received copies of all information listed above.

24 (d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.
25

26 Agent's or Transaction Broker's Acknowledgment (initial)

27 (e) _____ Agent or Transaction Broker has informed the lessor of the lessor's obligations under 42 U.S.C.
28 4852(d) and is aware of his/her responsibility to ensure compliance.

29 Certification of Accuracy

30 The following parties have reviewed the information above and certify, to the best of their knowledge, that
31 the information they have provided is true and accurate.

32 _____	Date	_____	Date
33 Lessor		Lessee	
34 _____	Date	_____	Date
35 Lessor		Lessee	
36 _____	Date	_____	Date
37 Agent or Transaction Broker		Agent or Transaction Broker	

38 Property Address: _____

39 Listing No.: _____