

Standard Lease Agreement

DEFINITIONS: Wherever in this Lease the term "Landlord" is used, it shall be construed to also mean The Manager/Owner/Agent, as may be indicated by the specific context. Wherever in this Lease the term "Tenant" or "Tenants" is used, it shall also include any family, visiting friends, dependents, guests, employees, or other invitees, as may be indicated by the specific context.

NAMES: This Lease is entered into between _____ (Tenant(s)) and Ryan L. Richert, (Landlord) on _____ (today's date). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Lease. Occupancy of the Premises shall be limited to the following individuals (children and adults) and any children born of Tenants listed on this Lease:

ADDRESS: *Subject to the terms and conditions in this Lease, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at:*
_____ (Hereinafter referred to as the Premises).

PHONE NUMBERS: Landlord's Current Phone Number: 314-325-9723 Tenant's Current Phone Number(s): _____. The Tenant(s) shall notify the Landlord of any change to her/his telephone number immediately upon obtaining one, if there is a change, by sending a text message with the Tenants name in the message and the words "this is my new number."

TERM: Tenant shall lease the Premises for the calendar period beginning _____ and ending _____. In the event that Landlord or Tenant does not elect to terminate this Lease at the ending date therein (with 30-day advanced written notice), then the term of this Lease shall continue on a month-to-month basis. Rent will never be raised as long as the same Tenant(s) continue in this lease!

RENT: The following terms apply to the rent payment for this Lease.

- a. **AMOUNT:** The rent for the Premises will be \$_____ per month.
- b. **RECEIPT OF MONEY PAID:** Tenant has paid \$_____ for security deposit and \$_____ for rent, receipt hereby acknowledged once initiated. Landlord initials: _____
- c. **NEXT PAYMENT:** The next payment is due on _____ in the amount of \$_____.
- d. **DUE DATE:** Rent shall be due in full on or before the _____ day of each month that the rent is owed for, without notice, demand, promptings, or reminders of any sort. Rent is paid on the resident portal at richert.managebuilding.com. Bad health, reduced hours at work, the loss of job, pregnancy, family issues, loss of debit card, credit card, payment card or financial account information or access, financial emergency or other circumstances will not excuse any late rent payments. There are no additional fees, late fees, notice fees, or interest associated with rent payments. Partial payments for the total monthly rent amount due will be accepted anytime before the rent due date.

Landlord's Initials: _____ Tenant's Initials: _____

- e. **PAYMENT OPTIONS:** Rent must be paid online in the richert.managebuilding.com resident site. On there there are options to pay by bank transfer (EFT) or with credit or debit card and to set up auto pay so that the payment is never missed. There is also an option to pay with cash at any 7/11, CVS, or Ace Cash Express. Follow the instructions on the resident site to print out the paycode or store it on your phone to present it to the cashier at any of these stores.
- f. **PAYMENT NOTICE:** If rent payment is not received in full by the due date, the Landlord will notify the tenant via text message, email or phone call at the last known cell phone number within a few days (not excluding weekend days and holidays) with the message “Hi! I am just sending a reminder that rent is now past due. Let me know if there is anything I can do to help complete the payment for this month” On the next available business day after that, the Landlord will file papers with the local court and charge the Tenant for the exact cost of \$53.50. The Tenant is welcome to pay the rent due plus the court filing fee of \$53.50 to stop all court proceedings and remain current with the lease. When this is done, the court filing fee functions as the only additional fee associated with rent payments paid after the due date. There are no other eviction fees, attorney fees, or any other fees associated with past due rent payments.
- g. **PARTIAL PAYMENT:** Upon notice, the Landlord may agree to negotiate receipt of partial payment on the rent due date in exchange for delaying or forgoing the notice above.

SECURITY DEPOSIT: Contemporaneously with the execution of this Lease, Tenant shall deposit with Landlord a security deposit in the amount of \$_____ as security for the return of the Premises at the expiration of the term of this Lease in as good condition as when Tenant took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely and complete performance of all other terms, conditions and covenants of the Lease. Provided that Tenant has paid all amounts due and has otherwise performed all obligations hereunder, the security deposit will be returned to Tenant without interest 20 days after the expiration of the term of this Lease, further provided that Landlord may deduct from the Security Deposit prior to returning it any amounts owed by Tenant to Landlord. Landlord may, at its discretion, commingle the security deposit with its other funds.

FURNISHINGS AND APPLIANCES: The following appliances are supplied with the Premises: _____
 _____ . Tenant agrees to keep all such appliances clean and in good repair. The Tenant may bring their own appliances and request that the currently existing appliances be removed during their lease if they prefer to use their own.

PREMISES USE: The Premises are to be used only as a residence by the Tenants who have signed this Lease. NO OTHER PERSONS MAY LIVE AT THE PREMISES WITHOUT THE LANDLORD’S PRIOR WRITTEN PERMISSION, which may be given or withheld in Landlord’s sole and absolute discretion. Guests may only stay for up to two weeks (14 days) and must abide by all applicable terms and conditions of this Lease, including any rules and regulations applicable to the Premises. The Tenant shall not use the Premises, nor any neighboring premises, for any illegal purpose, or for any other purpose than that of a residence. Tenant agrees to comply with and abide by all federal, state, county and municipal laws and

Landlord’s Initials: _____ Tenant’s Initials: _____

ordinances in connection with Tenant's occupancy and use of the Premises. No alcoholic beverages shall be possessed or consumed by Tenant, or Tenant's family, visiting friends, dependents, guests, licensees or invitees, unless the person possessing or consuming alcohol is of legal age. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person residing or present on the Premises) are permitted on the Premises. Tenant agrees to refrain from using the Premises in any way that may result in an increase of the rate or cost of insurance on the Premises. No hazardous or dangerous activities are permitted on the Premises. Absolutely no excessive drinking, illegal drug use, public disturbances, physical abuse, verbal abuse, threats, or unauthorized pets, firearms, or smoking is permitted on Premises. Any violations of the foregoing paragraph shall be an immediate and incurable default of this Lease and shall be cause for eviction.

SUBLETTING: Tenant may not sublease the Premises or any portion thereof nor assign this Lease without the prior written consent of Landlord, which may be given or withheld in Landlord's sole and absolute discretion.

PEST CONTROL: Pest control, after the first thirty days of the term of this Lease, shall be the sole responsibility of the Tenant, including, without limitation, prevention and remediation. The Tenant must keep the Premises free of all pests, including without limitation, rodents, fleas, ants, cockroaches, gnats, flies, and beetles. The Tenant shall pay for all costs associated with remediating pests from the Premises and shall inform the Landlord at first sighting of any pests in order to avoid any infestation of pests. In signing this Lease, Tenant has first inspected the Premises and certifies that it has not observed any pests in the Premises.

MOLD: It is generally understood that mold spores are present essentially everywhere and that mold can grow in most any moist location. The Tenant acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, bathrooms, break rooms and around outside walls) for mold prevention. In signing this Lease, Tenant has first inspected the Premises and certifies that it has not observed mold, mildew or moisture within the Premises. Tenant agrees to immediately notify Landlord if it observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow Landlord to evaluate and make recommendations and/or take appropriate corrective action. Tenant relieves Landlord from any liability for any bodily injury or damages to property caused by or associated with moisture or the growth of or occurrence of mold or mildew on the Premises. In addition, execution of this Lease constitutes acknowledgement by Tenant that control of moisture and mold prevention are Tenant's obligations under this Lease.

DEFAULT: Should Tenant default under any of the terms and conditions of this Lease, Landlord shall have any and all remedies available to Landlord under this Lease, at law or in equity, including, without limitation, (1) the right to re-enter and repossess the Premises pursuant to applicable laws, (2) the right to recover all present unpaid rent, and (3) the right to recover all expenses of Landlord incurred in re-entering, re-renting, cleaning and repairing the Premises. Tenant agrees to pay Landlord's reasonable costs in connection with any default by Tenant and the same will be charged to Tenant as additional rent and due immediately. The Landlord may proceed against Tenant either for eviction or for a money judgment, or both, either at one time or one remedy at a time, in any order.

Landlord's Initials: _____ Tenant's Initials: _____

ABANDONMENT: The Premises will be deemed abandoned if Tenant defaults in rent payment, appears absent from the Premises, and there is reason to believe that Tenant will not be returning to the Premises, as determined by Landlord in its reasonable discretion. Should the Premises be considered abandoned, Landlord will take possession immediately, change all locks, and store Tenant's personal property items, at Tenant's expense (to the extent Landlord is required to do so by applicable laws). The Landlord shall have no liability to Tenant whatsoever in connection with the storage of any of Tenant's personal property. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all penalties, damages, fines, causes of action, liabilities, judgments, expenses (including, without limitation, attorneys' fees) or charges incurred in connection with or arising from Landlord's storage of Tenant's personal property.

DEATH/DISABILITY DURING LEASE: If one of the Tenants under this Lease dies before the end of the Lease term, any remaining Tenants shall continue to carry out the terms of the Lease. If the deceased Tenant is the sole Tenant under the Lease, a representative of the deceased Tenant may terminate this Lease by providing verified verbal or written documentation testifying to such Tenant's death.

UTILITIES – The Electric is the sole financial responsibility of the Tenant. If Applicable, Gas is also the sole financial responsibility of the rent. Sewer is included in the rent. Trash, recycling, and yard waste if available are also included in the rent. Water [is/is not] included in the rent. The Tenant must schedule the transfer of the utilities that they are responsible for into the Tenant's name on or before the lease start date to start service on the lease start date and must maintain service throughout the duration of the tenancy. The Tenant must pay this bill by the due date written on the invoice and include all late fees or other charges.

Please list the utilities account numbers here to verify that they have been changed over:

Ameren Electric _____

Spire Gas _____

American Water _____

PLUMBING: Tenant shall be held responsible for all costs related to Landlord's repair or maintenance of any plumbing stoppage or slow-down caused by Tenant, whether accidental or purposeful. (First time or undeterminable repairs and maintenance will be covered by the Landlord and the landlord will negotiate solutions on a case by case basis) The Tenant agrees not to place into any drain lines non-approved substances such as cooking grease, sanitary napkins, diapers, children's toys or other similar objects that may cause a stoppage. Tenants shall notify Landlord of any plumbing leak or slow drainage within 24 hours to avoid additional charges. Landlord shall use all reasonable efforts to remedy the plumbing problem. The Tenant shall only use a plunger to attempt to fix a slow or stopped drain, and not pour chemical or other drain cleaners into any stopped or slow drains. Tenant shall also be responsible for any plumbing system freeze-ups occasioned by Tenant's negligence.

LIABILITY AND RENTERS INSURANCE: Tenant understands and agrees that Landlord has no obligation to obtain insurance for Tenant including, but not limited to, liability, hazard, or

Landlord's Initials: _____ Tenant's Initials: _____

contents insurance. Tenant is highly encouraged and recommended to, at Tenant's sole cost and expense, obtain renter's insurance covering the full value of all personal property of Tenant in the Premises, and providing liability coverage to Tenant. In addition to the foregoing, Tenant acknowledges that if Tenant fails to obtain and maintain renter's insurance, Tenant alone shall bear the consequences of the loss or damage to Tenant's personal property.

ACCESS AND SIGNS: Tenant's request for service or maintenance shall be considered Tenant's approval for all necessary access by Landlord or Landlord's agent in connection with such service or maintenance, if no other written arrangement related to such access between Landlord and Tenant is made.

MAINTENANCE: Landlord agrees to maintain the structure, roof and foundation of the Premises, and the heating, plumbing and electrical systems of the Premises unless the repairs needed are a result of any act or omission of Tenant (excluding normal wear and tear). In such a case that the damage is a result of the act or omission of Tenant, Tenant will be billed for the repair. Landlord will carry out all required repairs in as reasonable time as possible in accordance to applicable laws, but will not be liable to Tenant for any disruptions or inconvenience to Tenant.

CARE OF THE PREMISES - Tenant agrees to care for the Premises and keep it in a good, neat and sanitary condition. The Tenant shall keep garages, decks, porches, and other personal areas clear of trash, rubbish, and other junk, as determined by the Landlord. Trash shall be placed in approved receptacles only and may not be left outside for any amount of time, including on decks or porches. The Tenant shall report all building damage, water leaks, or other maintenance issues immediately to Landlord or will be held liable for the costs of repairing any unreported damage. If the need to repair is caused by Tenant or Tenant's family, visiting friends, dependents, guests, licensees or invitees, the Landlord may make the necessary repairs and the cost of which will be treated as additional rent to be paid by the Tenant upon notification of amount. Failure to pay costs of repairs will be treated as additional rent payable by Tenant and due immediately.

Additionally, Tenant hereby agrees as follows:

- Tenant agrees not to use a barbeque grill (or any other similar cooking device) inside the Premises or under any covered area (as carbon monoxide (CO) is a very poisonous combustion gas that cannot be seen or smelled, but can injure or kill individuals with little to no warning).
- The Tenant will maintain water heater temperature at no more than 120 Degrees Fahrenheit.
- Tenant agrees to give immediate notice to the Landlord of any fire, flood, or other damage to or within the Premises. If the Premises is damaged and the Premises rendered uninhabitable, the rent shall cease until such a time as the Premises has been repaired or Landlord shall have the option of terminating this Lease upon five (5) days' prior written notice.
- Tenant agrees not to store boats, RVs, waterbeds, firearms, equipment, hazardous materials, paints, fuel, chemicals, waste, and non-usable items, including non-operating

Landlord's Initials: _____ Tenant's Initials: _____

vehicles, in or around the Premises without prior written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion.

- Vehicles may never be parked in the yard of the Premises. The Tenant may not repair vehicles on the Premises, unless in an enclosed garage, if such repairs take longer than one day.

WINDOWS: Tenant is responsible for the expense of replacing broken glass and repairing damaged screens, windows, window frames sashes, storm windows and doors regardless of who is at fault. The Landlord is not required to supply window screens, door screens, or sliding screen doors.

WINDOW COVERINGS: Tenant will not use bed sheets or any other coverings over the windows of the Premises other than materials which are solely designed to cover windows, such as blinds, mini blinds, and curtains. If window coverings are provided, and Tenant destroys or damages the coverings, Landlord will, at Tenants financial responsibility, replace them, the cost of which will be treated as additional rent payable by Tenant and due immediately.

PETS: Pets that are not service animals are not allowed to reside in the Premises, unless written permission is granted by Landlord before the pet is moved in, which permission may be granted or withheld in Landlord's sole and absolute discretion. If allowed, pets will be subject to additional monthly pet rent in the amount of \$25 for each and every cat and dog under 25 lbs and \$50 for each and every dog 25 lbs and over. Service animals are allowed no charge, upon written documentation of their status. Each new change in pets must be submitted in text or writing within 1 week of the change to update the monthly pet rent for the following month.

Pets Declared Upon Lease signing:

Pet Name	Pet Breed	Pet Weight	Pet Rent
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SMOKING - The Tenant shall not smoke on the Premises, including the use of any vapor products.

MARIJUANA AND OTHER DRUGS: Tenant shall not be permitted to, and shall not permit any family, visiting friends, dependents, guests, licensees or invitees of Tenant to grow, produce, possess, consume, use, smoke, or ingest any marijuana, cannabis or any products or ingestibles containing marijuana or cannabis in any location in, on or about the Premises; the foregoing prohibition to be absolute and without exception and shall include any growing, production, possession, use or consumption pursuant to any medical use or medical prescription, or any medical, retail or recreational marijuana activities that may otherwise be permitted under any local, state or federal laws, rules or regulations now or hereafter in effect. Tenant's violation of this rule shall be an immediate and incurable default of this Lease and shall be cause for eviction.

Landlord's Initials: _____ Tenant's Initials: _____

QUIET ENJOYMENT: While paying the rental and performing its other covenants and agreements contained in this Lease, Tenant is entitled to quiet enjoyment of the Premises during the duration of the term of this Lease, subject to all the terms and conditions of this Lease. The Tenant may not infringe upon the quiet enjoyment right of other tenants through disturbances including but not limited to TVs, stereos, musical instruments, other loud noises, heavy walking, or other disturbing actions.

LAWN CARE: Tenant is responsible for lawn/yard maintenance and snow removal. Such maintenance shall include, without limitation, mowing, watering, edging and pruning of trees, shrubs and bushes, and Tenant shall at all times keep the lawn/yard of the Premises sufficiently watered, well maintained and in good condition. The Tenant shall promptly remove snow and ice from the sidewalks and walkways serving the Premises.

PARKING: Vehicles parked at the Premises must be in working, drivable condition. The Tenant may not repair Tenant's vehicles on the Premises if such repairs take longer than one day, unless in an enclosed garage. Vehicles must not be parked in or driven on the yard of the Premises. The Tenant may not park more than one vehicle, per adult living at the home, at the Premises. Tenant has no rights in or to any particular parking spot, and Landlord does not guarantee Tenant a parking spot on the Premises or any property surrounding the Premises. If street parking is permitted by applicable laws, Tenant may be permitted to park vehicles on the street in front of the Premises in accordance with all such laws; however, The Landlord does not guarantee the availability, quality or location of any street parking. In no event shall the Landlord be liable for any damage or loss to Tenant's vehicles or to any personal property contained in such vehicles.

ALTERATIONS: Tenant agrees not to make any repairs, improvements, or alterations to the Premises unless prior written permission is given by Landlord, which may be given or withheld in Landlord's sole and absolute discretion. Any repairs, improvements, or alterations made by Tenant must be completed in compliance with all local, state, and federal laws. As used herein "repairs, improvements, or alterations" includes, without limitation, lock changes, painting, replacing fixtures, installing wallpaper, attaching shelves, installing curtains or shades, or other permanent or semi-permanent changes to the Premises.

KEYS AND LOCKOUTS: Landlord shall provide a key to the Tenant for the Premises and Landlord shall keep a duplicate key for access. If Tenant changes the lock without supplying Landlord with a key, and Landlord is prevented from entering the Premises due to the lock change, Tenant shall bear the financial cost of Landlord's effort to enter by force. If such consent to a lock change is given, Tenant will immediately provide Landlord with a key for the use of Landlord or Landlord's agent pursuant to Landlord's right of access to the Premises. Upon vacating the Premises, Tenant shall return all keys to the Landlord. If Tenant is locked out of the Premises, and Landlord must unlock the door for Tenant, then Tenant will be charged a \$30.00 lock-out fee or make arrangements to pick up a key copy from the landlord. Tenants are encouraged to make duplicate keys to prevent lockouts.

SMOKE AND CARBON MONOXIDE DETECTORS: The Premises has been equipped with battery powered smoke detectors and carbon monoxide detectors. Tenant agrees these detectors

Landlord's Initials: _____ Tenant's Initials: _____

are in working order and agrees to periodically test and maintain the smoke detectors and keep them in working order.

MOVE IN: All appliances and systems in the Premises, including refrigerators, stoves, water heaters, furnaces, etc., will be deemed to be in working condition at the commencement of the Lease term, unless Tenant notifies Landlord, in writing, of any non functioning appliances and/or systems within 24 hours of Tenant's move in to the Premises. As of the commencement of the Lease, Tenant acknowledges that Tenant has examined the Premises and approves of the condition of the Premises, including all systems and appliances in the Premises. Taking possession of the Premises by Tenant is conclusive that the Premises are in good order and satisfactory condition.

MOVE OUT AND CLEANING INSTRUCTIONS: If Tenant intends to move out, Tenant must give Landlord 7 days advance written notice and must supply a forwarding address to Landlord, or Tenant may forfeit the entire security deposit to Landlord as liquidated damages, in Landlord's sole and absolute discretion. Tenant agrees that Tenant will leave the Premises in the same or better condition than when Tenant moved in (ordinary wear and tear excepted), or may be charged for any repairs or cleaning needed to prepare the Premises for the next tenant. Upon receipt of Tenant's notice to vacate the Premises, the Landlord will schedule a move-out inspection of the Premises. Tenant has the right, but not the obligation, to be present for this inspection, which will take place after all of Tenant's belongings have been removed from the Premises.

NOTICES: Any notices required by either law or this Lease may be hand delivered to Tenant or mailed to the Premises. If there is more than one Tenant signing this Lease, then any notice given by Landlord to any one Tenant will constitute notice to all Tenants.

ATTORNEY/COLLECTION FEES: In the event that legal action must be taken against Tenant to enforce any part of this Lease or applicable laws, Landlord shall be entitled to its recovery costs and reasonable attorneys' fees incurred in connection therewith. If Tenant becomes delinquent on rent or fees due, Tenant agrees to pay all landlord/agent charges above and beyond the filing fee for past due rent.

INDEMNIFICATION & LIABILITY: Landlord and his contractors or agents shall not be held liable for any acts by, or injury or damage to any persons on or about the Premises. Tenant shall indemnify, defend, and hold Landlord harmless from all injury, loss, claim or damage to any person or property while on the Premises, or arising in any way out of Tenant's use or occupancy of the Premises.

INVALID CLAUSES: Any provision of this Lease that is found unenforceable or invalid shall not affect any other term or provision contained herein and all other provisions of this Lease shall be enforceable and valid as permitted by applicable laws. If such invalid or unenforceable provisions exist, at Landlord's sole discretion, those provisions shall be (a) modified to the extent necessary to comply with such law, or (b) removed from this Lease and will cease to be a part thereof.

Landlord's Initials: _____ Tenant's Initials: _____

WAIVER: The failure of the Landlord to insist, in any one or more instances, upon strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

ATTACHMENTS TO THE AGREEMENT: Tenant hereby acknowledges they have received or have been given instructions to access the following documents as required by Local, State, or Federal Law:

- a.) *EPA Lead Paint Advisory Pamphlet*
(https://www.epa.gov/sites/production/files/2014-02/documents/lead_in_your_home_brochure_land_b_w_508_easy_print_0.pdf)
- b.) *Lead Paint Disclosure*
(https://www.epa.gov/sites/production/files/documents/lesr_eng.pdf)

ENTIRE LEASE: This Lease agreement and any attached addendums constitute the entire agreement between parties and can only be changed by a written instrument signed by both Landlord and Tenant. No agreement made verbally outside this Lease shall be considered valid or legally binding.

GOVERNING LAW: This Lease is governed by and construed in accordance with the laws of the State in which the Premises is located. Venue is proper in the county in which the Premises is located.

HEADINGS: Section headings or titles in this Lease are for convenience only and shall not be deemed to be part of the Lease.

PRONOUNS: Whenever the terms referred to in the Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa.

WAIVER OF JURY TRIAL: TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

NOTICE OF LANDLORD DEFAULT: In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice specifying the nature of Landlord's default and Landlord will have Seven (7) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a 7-day period, to commence action and proceed diligently to cure such alleged default.

IN WITNESS WHEREOF, Tenant hereby acknowledges they have read this Lease, understand both the Tenant's and Landlord's rights and responsibilities, and agrees to abide by the terms set forth in this Lease and any attached addendums.

Landlord's Initials: _____ Tenant's Initials: _____

Tenant _____ **Date:** _____

Tenant _____ **Date:** _____

Landlord _____ **Date:** _____