

Residential Lease

BY THIS AGREEMENT made and entered into effective _____ between James L. Martin and Kelley K. Martin, herein referred to as Lessor, and

_____,

herein referred to as Lessee, Lessor leases to Lessee the premises situated at 3771 Washington St. **Apt. 3** in the City of Kansas City, County of Jackson, State of Missouri, and more particularly described as follows: Lot 22, McGee Place in Westport (and hereinafter referred to as the demised premises) together with all appurtenances, for a term of **one (1) year commencing** _____.

1. Delivery of Possession. Lessor shall deliver possession of the demised premises to Lessee on the date hereinabove mentioned as the date on which this lease has commenced. If Lessor fails to deliver possession of the demised premises to Lessee on such date, the rent shall abate until possession is so delivered and Lessee may take recourse to any of the remedies provided by law with regard to failure of delivery of possession.

2. Rent. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of **\$785.00 (Seven hundred eighty-five dollars)** per month in advance on the 1st day of each calendar month at 3775 Washington St., City of Kansas City, State of Missouri, or at such other place as Lessor may designate.

3. Form of Payment. Lessee agrees to pay rent each month in the form of cash, personal check, cashier's check, money order, or electronic transfer made out to James L. Martin.

4. Late Payments. For any rent payment not made by the date due, Lessee shall pay a late fee in the amount of 10% of the rent. If the rent and late fee are not paid in full by the 15th day of the month, Lessee will be given a "Notice to Pay or Quit." If the rent and fees have not been paid, and Lessee has not moved out, Lessor will file for eviction. Lessee will be responsible for all rents and fees, including filing and legal fees paid by Lessor.

5. Returned Checks. If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee shall pay a charge of thirty dollars (\$30.00) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

6. Security Deposit. On execution of this lease, Lessee deposits with Lessor the amount of **\$785.00 (Seven hundred eighty-five dollars)**, receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof. The deposited amount shall continue to be the property of Lessee and shall be held in trust by Lessor. Upon the termination of this lease, the security deposit may be applied to the payment of accrued rent and the amount of damages which Lessor has

suffered by reason of Lessee's noncompliance with this lease, all itemized by Lessor in a written notice delivered to Lessee. If Lessor proposes to retain any portion of the security deposit for expenses, damages or other legally allowable charges, other than rent, Lessor shall return the balance of the security deposit to Lessee within fourteen (14) days after the determination of the amount of such expenses, damages or other charges, but in no event to exceed thirty (30) days after the termination of this lease, delivery of possession and demand for the same by Lessee. If Lessee does not make such demand within thirty (30) days after the termination of this lease, Lessor shall mail the balance of the security deposit to Lessee's last known address. Lessee shall not apply or deduct any portion of the security deposit towards the payment of the last month's rent or use or apply such deposit at any time in lieu of payment of rent. The holder of Lessor's interest in the demised premises at the time of the termination of this lease shall be bound by all the terms mentioned hereinabove.

7. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

8. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private residence, and neither the demised premises nor any part thereof shall be used at any time during the term of this lease by Lessee for carrying on any business, profession, or trade of any kind, or for any purpose other than as a private residence. Lessee shall comply with all sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the applicable provisions of building and housing codes materially affecting health and safety, during the term of this lease. Lessee shall keep the demised premises in as clean and safe condition as the demised premises permit; dispose of all ashes, garbage, rubbish, and other waste from the demised premises in a clean and safe manner; keep all plumbing fixtures in the demised premises or used by Lessee as clean as their condition permits; use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances in the demised premises. Lessee shall not allow any person or animal or pet on the demised premises with the express or implied permission or consent of Lessee to destroy, deface, damage, impair or remove of any part of the demised premises or to engage in conduct that will disturb the neighbors' quiet and peaceful enjoyment.

9. Number of Occupants. Lessee agrees that the demised premises shall not be occupied by more than ___ persons, consisting of ___ adults and ___ children, without the written consent of Lessor.

10. Guests. No person aged twelve (12) years or over, other than Lessee and related children, shall occupy the demised premises. Any guest that resides on the demised premises for more than ten (10) days must be declared to Lessor and shall apply for approved occupancy, which is granted at Lessor's option. Lessor may require such extended guests to complete an application form and pay a \$25 application fee and submit to a background check prior to occupancy being approved.

11. Condition of Premises. Lessee has examined the demised premises, including the grounds and all buildings and improvements, and stipulates that they are, at the time of this lease, in good order, repair, and in safe, clean, and tenantable

condition.

12. Keys. Lessee shall be given one key to the demised premises. If the key is not returned to Lessor following the termination of this lease, Lessee shall be charged Ten Dollars (\$10.00).

13. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

14. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner. Off-street parking is for the benefit of tenants only. Guests are limited to on-street parking.

15. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the demised premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void. If Lessee violates the above requirement, Lessor shall, after giving ten (10) days' notice to quit possession, have a right to re-enter the demised premises and take possession thereof and dispossess Lessee, sub lessee or undertenant.

16. Alterations and Improvements. Lessee shall make no alterations, including painting, to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and shall remain on the demised premises at the expiration or earlier termination of this lease.

17. Cable and optional utilities. *Google Fiber* and *Spectrum* access is provided by Lessor. Lessee is responsible for installation of and payments for *Google Fiber* or any optional utility. Lessee shall not request or allow any company or individual to make alterations, including the attachment or running of cable lines or satellite dishes without the express written consent of Lessor.

18. Damage to Premises. If the demised premises is damaged or destroyed by fire or other casualty to an extent that enjoyment of the demised premises is substantially impaired, Lessee may either immediately vacate the demised premises and notify Lessor in writing within five (5) days thereafter of Lessee's intention to terminate this lease, in which case this lease shall terminate as of the date of vacating, or if continued occupancy is lawful, vacate any part of the demised premises rendered unusable by the fire or other casualty, in which case Lessee's liability for use and occupancy shall be

reduced in proportion to the diminution in the fair rental value of the demised premises. If this lease is terminated, Lessor shall return the recoverable portion of the security deposit to Lessee. Accounting for rent in the event of termination or apportionment shall be made as of the date of the casualty. Should Lessee be required to temporarily vacate the demised premises due to repairs or other reasons for which the Lessee is not responsible, the Lessor's sole responsibility is to reduce the amount of rent. The amount of reduction will be a per day rate calculated as the monthly rent divided by the number of days in that month. Lessor is not responsible for expenses due to loss of use of the premises such as lodging or laundry fees. Lessor is not responsible for any kind of reimbursement due to the loss of use of utilities or other services.

19. Dangerous Materials. Lessee shall not keep or have on the demised premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the demised premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

20. Danger to Others. If actions of Lessee or Lessee's employee, family, agent, visitor, or pet create a danger to the person or property of Lessor, other tenants, other tenants' employees, family, agents, visitors, or pets, or the general public, Lessor can require the immediate removal of the cause of the danger. If Lessee does not remove the cause, or if Lessee is the cause, this Lease will be terminated immediately and Lessee will be required to vacate the premises.

21. Utilities. Lessor is responsible for water services only. Lessee shall be responsible for arranging and paying for electric services required on the demised premises. The demised premises does not use gas. Any other utilities are the responsibility of Lessee. Lessee agrees to use any utilities, which are paid by Lessor, in a reasonable and prudent manner. Lessee may be required to pay additional charges if abuse of utilities continues after receiving notice from Lessor.

22. Maintenance and Repair. Lessee shall, at Lessee's sole expense, keep and maintain the demised premises and appurtenances in a good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures on or about the demised premises, in good order and repair and, at Lessee's sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of Lessee's employee, family, agent, or visitor. Major maintenance and repair of the demised premises, not due to Lessee's misuse, waste, or neglect or that of Lessee's employee, family, agent, or visitor, shall be the responsibility of Lessor. Lessee agrees that no signs shall be placed or painting done on or about the demised premises by Lessee or at Lessee's direction without the prior written consent of Lessor.

23. Painting. Lessor reserves the right to determine when the demised premises shall be painted, unless there is any law to the contrary.

24. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee shall obtain a renter's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from Lessee's

negligence. Lessor is not responsible for losses normally covered by renter's insurance regardless of Lessee's actual coverage and deductibles. This includes but is not limited to damages to personal property, or the loss of use of the premises for any reason.

25. Pets. No pets of any kind or type are allowed without the prior written consent of Lessor. Should Lessee acquire any pets, Lessee shall pay to Lessor, in trust, a deposit of Three Hundred Dollars (\$300.00), to be held and disbursed for pet damages to the demised premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. In addition, a fee of Fifteen Dollars (\$15.00) per pet shall be added to the monthly rent. Any lessee who wishes to keep a pet in the rented unit must sign a pet agreement addendum. Lessee must obey all applicable laws regarding licensing and vaccinations and be able to show proof if requested, that all pets are currently licensed and vaccinated as required by law.

26. Right of Inspection. Lessor shall have the right to enter the demised premises at all reasonable times, after reasonable notice to Lessee, in order to inspect the demised premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the demised premises to prospective or actual purchasers, mortgagees, workmen or contractors. In case of an extreme hazard involving the potential loss of life or severe property damage, Lessor may enter the demised premises without Lessee's consent. During Lessee's absence from the demised premises in excess of thirty (30) days, Lessor may enter the demised premises at times reasonably necessary.

27. Display of Signs. During the last twenty days of this lease, Lessor shall have the privilege of displaying the usual "For Sale," or "For Rent," or "Vacancy" signs on the demised premises and of showing the property to prospective tenants or lessees.

28. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may, from time to time, adopt a rule or regulation, however described, concerning Lessee's use and occupancy of the demised premises, provided its purpose is to promote the convenience, safety, peace or welfare of Lessee, to preserve the demised premises from abusive use, or to make a fair distribution of services and facilities, it is reasonably related to the purpose for which it is adopted, it is sufficiently explicit in its prohibition, direction or limitation of Lessee's conduct to fairly inform Lessee of what Lessee must or must not do to comply, it is not for the purpose of evading Lessor's obligations, and Lessee has notice of its adoption. If a rule or regulation which affects a substantial modification of this lease is adopted, such rule or regulation is not enforceable against Lessee unless Lessee consents to it in writing.

29. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

30. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease and absent the existence of a new lease, a new month-to-month tenancy shall be created between

Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on thirty days' written notice served by either Lessor or Lessee on the other party.

31. Surrender of Premises. At the expiration of this lease, Lessee shall quit and surrender the demised premises in as good state and condition as it was at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

32. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, this lease, at the option of Lessor and to the extent permitted by law, shall terminate and be forfeited, and Lessor may re-enter the demised premises and remove all persons therefrom to the extent permitted by law.

33. Abandonment. Lessee shall notify Lessor of an anticipated extended absence from the demised premises in excess of seven (7) days no later than the first day of the extended absence and upon willful failure by Lessee to do so, Lessor may recover actual damages from Lessee. During Lessee's absence from the demised premises in excess of thirty (30) days during the term of this lease, Lessor may enter the demised premises at times reasonably necessary. If Lessee is ten (10) days in default for nonpayment of rent and has removed a substantial portion of Lessee's belongings from the demised premises, Lessee shall be deemed to have abandoned the demised premises unless Lessee has notified Lessor to the contrary. If Lessee abandons the demised premises, Lessor may, at Lessor's option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, as the agent of Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, may hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the demised premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the demised premises to also have been abandoned, in which case Lessor may dispose of all such personal property in the manner provided by law and is hereby relieved of all liability for doing so.

34. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

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

36. Radon Gas Disclosure. As required by law, Lessor makes the following

disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Missouri. Additional information regarding radon gas and radon testing may be obtained from your county public health unit.

37. Lead, Asbestos, Mold, Radon. If the property was constructed prior to 1980 it may have lead and/or asbestos containing materials. This shall serve as notice that this property was constructed in approximately 1907. Lessee may have property tested, at Lessee's expense, for lead, asbestos, mold and/or radon levels prior to occupancy. Should Lessee determine that the levels of lead, asbestos, mold and/or radon are unacceptable, Lessee may void this agreement prior to taking possession of the premises, but not later than three (3) days after entering into this agreement with Lessor.

38. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

39. Entire Agreement. Lessee has read this lease. All promises made by Lessor and all agreements between Lessor and Lessee are contained in this lease. This lease may be amended only by a written amendment signed by both parties.

40. Liability. Lessor shall not be liable for any loss, expense or damage to any person or property, unless it is due to Lessor's negligence. Lessee is responsible for all acts or negligence of Lessee's family, employees, guests or invitees.

41. Ordinances and Statutes. Lessee shall comply with all laws, statutes, ordinances and requirements of all municipal, state and federal authorities now in force, and which may hereafter be in force, pertaining to the use of or activities within the demised premises. Violation of such laws, statutes and ordinances can be grounds for immediate termination of this lease.

42. Fireworks. All fireworks are illegal in the city of Kansas City, Missouri. They are a danger to persons and property, and they are a major disturbance to other tenants and neighbors. Lessee will not participate in any illegal fireworks activities. **If Lessee or a guest of Lessee, is found participating in the shooting of fireworks or encouraging anyone else to participate in the shooting of fireworks, Lessee's lease will not be renewed.**

43. Notices. All notices pursuant to this agreement shall be in writing.

44. Paragraph Headings. The paragraph headings are for convenience only.

45. Choice of Law. This lease shall be governed by the laws of the State of Missouri, and all disputes shall be subject to the jurisdiction of the Courts of the State of Missouri.

46. Effect of Unsigned Agreement. If Lessor does not sign and deliver this lease

after the same has been signed and delivered to Lessor by Lessee, the knowing acceptance of rent without reservation by Lessor gives this lease the same effect as if it had been signed and delivered by Lessor. If Lessee does not sign and deliver this lease after the same has been signed and delivered to Lessee by Lessor, the knowing acceptance of possession and payment of rent without reservation by Lessee gives this lease the same effect as if it had been signed and delivered by Lessee. If this lease is given effect as above and provides for a term longer than one year, it shall be effective only for one year.

47. Disclosure of Names and Addresses. Lessor hereby discloses the following information to Lessee, in accordance with law:

Name of the person authorized to manage the demised premises: N/A
Address: N/A

Name of owners: James L. and Kelley K. Martin
Address: 3775 Washington St. Kansas City, MO 64111

(or)

If a person is authorized to act for and on behalf of the owner for the purpose of service of process, and for the purpose of receiving and receipting notices and demands,
Name of such person: N/A
Address: N/A

Lessor and Lessor's successor in interest, if any, shall keep the above information current at all times of this lease.

48. Inventory of Premises. Within five (5) days of the initial date of occupancy or upon delivery of possession, Lessor and Lessee shall jointly inventory the demised premises. A written record detailing the condition of the demised premises and any furnishings or appliances provided shall be completed. Duplicate copies of the record shall be signed by Lessor and Lessee as an indication that the inventory was completed, and a copy shall be given to Lessee.

49. Yard and Garden. Lessor is responsible for lawn maintenance and leaf pickup. Lessee cannot create additional garden areas nor expand existing garden areas without written permission of the Lessor. No trees or shrubs can be planted or removed without the written permission of the Lessor

50. Common Areas. Any area outside of Lessee's front door shall be considered common area for the use of all tenants. This includes, but is not limited to, storage areas, hallways, utility and laundry rooms, and the building exterior. Common Areas can be accessed by other tenants and the public. Lessor is not responsible for any property left in common areas. Lessor has responsibility for maintaining Common Areas. Any property left in Common Areas can be removed or disposed of at the discretion of Lessor. Lessee must be mindful that common areas are for the use of all tenants and not use more than $\frac{1}{4}$ (one-fourth) of any storage area and not leave laundry unattended.

51. Trash. The regular scheduled trash day is Monday. According to municipal law, trash must be on the curb before 7:00 am Monday **but no earlier than 3:00 pm**

Sunday. All trash must be in plastic bags and weigh no more than 40 pounds. Lessee is responsible for finding alternative means of disposing of trash that is not picked up by the city.

52. Appliances. All appliances are specifically excluded from this Agreement. Such appliances remain as a convenience to Lessee and Lessor's only responsibility is to repair or replace defective appliances within 14 days. No part of the monthly rent is attributable to them. Any appliance on the premises at the signing of this Agreement shall be returned by Lessee upon move-out in the same condition as at the signing of this Agreement, normal wear and tear excepted. Lessor is not responsible for any damage to food, clothing or other property due to Lessee's use of any appliance. Lessor is not responsible for any expenses due to the loss of use of any appliance.

53. Smoking. Smoking is not allowed inside the demised premises. Smoking outside of the building must be done without inconveniencing tenants or Lessor. All cigarette butts must be disposed of in a clean and safe manner and cannot be left on the grounds or street. Lessee is responsible for ensuring these rules are followed by any of Lessee's employees, family, agents, or visitors.

54. Lessee and Lessor affirm that all written statements and information provided to other parties of this agreement are true and correct. This includes, but is not limited to, all rental applications. False or misleading statements are grounds for immediate termination of this agreement.

By initializing each of the following, Lessee acknowledges receipt of the document or information:

_____ Protect Your Family from Lead in Your Home

_____ Kansas City Ordinance #190935 – Tenant Bill of Rights

_____ Customer Service phone numbers of utilities

_____ A written description of all notices of citations and deficiencies issued on the property for the past 24 months

_____ Written notice of city ordinance 211067 regarding Tenants' Right to Counsel

_____ Housing Discrimination Notice

IN WITNESS WHEREOF, the parties have executed this lease at 3771 Washington St. in Kansas City, Missouri, the day, month and year first above written.

Signed in the presence of:

Lessors: _____ Date: _____

Lessee: _____ Date: _____

NOTICE: State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person in your state. Contact your local county real estate board for additional forms that may be required to meet your specific needs.