

# Newman Enterprises

Monthly Rental Agreement

(6/2018)

This agreement is entered into on \_\_\_\_\_ between Newman Enterprises, LLC (lessor) and \_\_\_\_\_ (lessee).

In consideration of the payment of the rent and the performance of duties contained on the part of the lessee, said lessor does hereby let unto lessee and the lessee hires from the lessor the premises located at: \_\_\_\_\_ for a tenancy from month to month commencing on \_\_\_\_\_. At a monthly rate of \$\_\_\_\_\_ per month payable in advance on the 1<sup>st</sup> day of each and every month on the following terms and conditions:

1. The said premises shall be occupied by no more than \_\_\_\_ adults and \_\_\_\_ children.
2. No pets shall be brought on the premises without prior written consent of the lessor. If pets are found inside the residence, the lessor may at his discretion terminate this agreement, deny any deposit refund, and/or increase the monthly rental rate by up to \$50.
3. Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force or which may be hereafter in force pertaining to the use of the premises.
4. Lessee shall be responsible for damages caused by his negligence and that of his guests, family, or invitees. Lessee shall not paint, wallpaper, or make alterations to the premises w/o prior written consent of the lessor. All improvements become the property of the lessor and shall remain upon and be surrendered with the premises.
5. Lessee shall keep and maintain the premises in a clean and sanitary condition at all times. Upon termination of the tenancy, shall surrender the premises to lessor in as good a condition as when received, ordinary wear and tear excepted. If bed bugs are found during or after tenancy, tenant agrees to bear the cost of remediation. Lessor shall determine method and provider of remediation.
6. Lessee shall be responsible for the payment of all utilities and services except: \_\_\_\_\_
7. Lessee shall not assign or sublet any portion of the premises without prior written consent of the lessor. Any guest who remains on premises for 24 hours or more is a material breach of this agreement.
8. A security deposit in the amount of \$\_\_\_\_\_ shall secure the performance of the lessor's obligations. Any balance remaining upon termination shall be returned to the lessee within 30 days from date possession is delivered to lessor with a statement showing charges against the deposit. Lessee shall not have the right to apply the security deposit in payment of rent.

9. Lessor reserves the right to enter the premises at all reasonable hours for the purpose of inspection, repair, or alteration to the premises. Lessee hereby grants permission to lessor to show the premises to prospective purchasers, tenants, mortgagers, or contractors. Lessee shall not add, remove, or alter doors, knobs, or locks.

10. This agreement and the tenancy granted herein may be terminated at any time by either party by giving not less than one full month's notice in writing.

11. Rent is payable in advance on the 1<sup>st</sup> day of each and every month. A \$5.00 per day late fee shall be assessed over and above the regular monthly rate and will be paid by the lessee with the regular monthly fee when payment is received after the fifth day of the month. Place of payment – Payment is to be mailed to 5229 W. Farm Rd, Springfield, MO 65803; or hand delivered to an agent of Newman Enterprises, LLC.

12. Lessee is responsible for lawn care including trash and debris removal, animal waste, tree limbs, and grass cutting. Lessor reserves the right to hire contract labor to maintain yard and lessors expense if lessee fails to maintain the yard. Lessor shall not allow vehicles of any sort to be parked in yard of premises.

13. Lessee is responsible for trash removal. If trash removal is necessary at the end of tenancy, the security deposit is forfeited by the lessee.

14. Deposit fee is nonrefundable during the first six months of this agreement.

15. Lessee agrees to be held responsible for collection fees. This may include, but is not limited to court fees, attorney fees, filing fees, server fees, and other expenses related to evictions. Bad checks, repairs, or other action associated the lessee's obligation to the lessor.

\*Lessee hereby agrees to waive his/her right to a jury trial

16. Lessee agrees to hold lessor harmless from damage or expenses related to natural, environmental, or structural events at the premises. This may include, but is not limited to fire, flood, electrical, plumbing, wind, tree, mold, pests, or other events.

17. Fences are considered decorative only. No warranty is expressed or implied as to the suitability of keeping pets, children, pests, pedestrians, or other items either in the premises, or out of the premises. Lessee agrees to hold lessor harmless from damage and be solely responsible for damages related to fences.

Lessor \_\_\_\_\_ Nick Newman for Newman Enterprises LLC Date \_\_\_\_\_

Lessee \_\_\_\_\_ Date \_\_\_\_\_

Lessee \_\_\_\_\_ Date \_\_\_\_\_

Lessee \_\_\_\_\_ Date \_\_\_\_\_

Newman Enterprises, LLC 5229 W. Farm Rd. 94 Springfield, MO 65803 (417) 861-4049
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