

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, _____, by and between Magers Properties IV, L.L.C. (LANDLORD) and _____ (TENANT(S)). LANDLORD hereby leases to TENANT, Apartment located at _____ Springfield, Missouri.

1. **TERM OF LEASE:** The term of this Lease shall commence on the _____ day of _____, _____, and shall terminate at 12:00 o'clock noon on the _____ day of _____, _____. Thereafter, with LANDLORD'S written approval, occupancy shall be deemed to be month-to-month, and may be terminated by either party by thirty (30) days written notice. Any continued occupancy by the TENANT shall be on the same terms and conditions as set forth below, except that every six (6) months the rent will be increased, at the election of the LANDLORD, in such amount as LANDLORD deems appropriate.

2. **RENT:** TENANT shall pay as rent the sum of \$_____ per month, due and payable in full on or before the first day of each month. If the commencement date of this lease should not fall on the first day of the month, the basic monthly rental shall be prorated and a partial month's rent paid so that rent will be due on the first day of each month. Thereafter, the basic rent shall be due and payable on the first day of each succeeding month during the remaining term of this lease and any continuation thereof. If rent is not paid in full by 12:00 o'clock noon on the fifth day of the month, TENANT agrees to pay a late fee of \$50.00. The total monthly rent, and any additional charges, if paid by check, shall be paid with a single check. If TENANT(S) pay the monthly rent with multiple checks, then TENANT(S) agree to pay a \$25.00 multiple check fee. TENANT agrees to pay a "bad check fee" in the sum of \$50.00 if any rent check is returned by the bank to the LANDLORD. TENANT agrees that any payments shall be applied first to fees charged as provided in the Lease Agreement then to any rent due.

3. **TENANT'S RENT PAYMENTS AND NOTICES:** Rent and all other payments and charges due to LANDLORD under this Lease Agreement shall be paid to Magers Management Company, LLC at the following address: 816-C S Kimbrough Springfield, Missouri 65806. This entity is also authorized to receive any notices, demands or other written or oral communications on behalf of LANDLORD from TENANT.

4. **DEPOSIT & CLEANING CHARGES:** LANDLORD acknowledges receipt from TENANT the sum of \$_____ as a Security Deposit. TENANT agrees the LANDLORD may withhold from the Security Deposit such amounts as are reasonably necessary:

(a) to remedy TENANT'S default in the payment of rent due to the LANDLORD, pursuant to this Lease Agreement;

(b) to restore the dwelling unit to its condition at the commencement of the tenancy, ordinary wear and tear excepted; or

(c) to compensate the LANDLORD for actual damages sustained as a result of the TENANT'S failure to give adequate notice to terminate the tenancy pursuant to law or the Lease Agreement.

In addition to the Deposit, each tenant agrees to pay a \$20.00 non-refundable Lease Processing Fee

It is hereby agreed that LANDLORD shall withhold from the security deposit an amount for professional floor and carpet cleaning, and an additional amount if all keys (doors and mailbox) are not returned to the LANDLORD. A list of charges which may be assessed by LANDLORD during or at the termination of this Lease Agreement is available at the LANDLORD'S office, and is subject to change without notice. In the event that LANDLORD elects to apply all or any portion of the Deposit for any purpose set forth above during the term of this Lease, TENANT agrees to re-deposit with LANDLORD the amount so applied within three (3) days following notice by LANDLORD to TENANT. TENANT'S failure to re-deposit any such amount may, at LANDLORD'S election, be considered a default under this Lease Agreement.

5. **TENANT COVENANTS:**

(a) The premises leased to TENANT shall be occupied solely by the persons listed above and no additional persons shall be allowed to occupy or live in the premises. The premises shall be used solely for residential purposes and may not be used for any unlawful or immoral purposes, or in violation of any federal, state or local ordinances, regulations or codes.

(b) TENANT agrees to keep the premises in a clean, sanitary and livable condition and to keep the premises free from garbage, filth and trash.

(c) TENANT agrees that the Apartment has been rented in good condition, order and repair. TENANT further agrees that upon vacating the Apartment, it will be returned to LANDLORD in the same condition as when it was rented, ordinary wear and tear excepted. TENANT further agrees to report any damage or condition of disrepair to LANDLORD within 24 hours of such damage or condition, regardless of the cause thereof.

(d) TENANT shall be responsible for the behavior of any visitors or guests, and for any damage caused, inflicted or permitted to be caused or permitted by the TENANT or TENANT'S visitors or guests, in or outside of the Apartment or anywhere in or around the Apartment complex. TENANT shall also be responsible for any damage to the Apartment entry door, or door jam, regardless of the cause thereof. After LANDLORD repairs any damage referred to in this provision, the cost of such repairs shall be paid by TENANT within three (3) days from receipt of invoice from LANDLORD, and shall be deemed additional rent under this Lease Agreement.

(e) The application form filled out by TENANT in connection with this Lease Agreement is hereby made a part of this Lease. TENANT hereby represents that all information given to LANDLORD in the application form is true and correct.

(f) TENANT acknowledges that the Leased premises are separately metered for the purpose of utility use and charge. TENANT shall be responsible for arranging for utility hookup to the leased premises, including any deposit which may be required by the utility company therefor. TENANT shall be responsible for payment directly to the utility company for utility use attributable to the leased premises. In the event that any such utility charge or expense may be paid or advanced by LANDLORD, TENANT agrees to reimburse LANDLORD immediately upon receipt of billing.

(g) No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by TENANT on any part of the outside or inside of the demised premises or buildings without prior written consent of LANDLORD, which consent is revocable at any time.

(h) The water closets, toilets, sinks, tubs, showers, drains, garbage disposals and other equipment in the bathroom and kitchen shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, trash, rags or other obstructive items or substances shall be placed therein. TENANT shall be responsible for any repairs or damages resulting from the misuse or neglect of such equipment, and for stoppage in the plumbing pipes as a result thereof.

(i) TENANT shall not use sticking tape on walls or bore or put screw into the walls, woodwork, or plastering, except with the consent and supervision of the manager, or in any manner deface the walls, woodwork, floors or ceilings of said premises, nor shall TENANT do any painting or make any alterations to any part of the premises. TENANT shall not install sticking hooks or emblems in the bathtubs or shower stalls.

(j) TENANT shall not make or permit to be made any disturbing noise or boisterous conduct in or about the premises or to do anything which will interfere with the safety, health, welfare, rights, comfort, or convenience of other tenants or neighbors. LANDLORD shall have the right to determine what constitutes disorder, boisterous conduct, disturbing noise, or interference with the rights of others, and shall have the right, at its option, to evict the TENANT by giving TENANT three (3) days written advance notice of such eviction.

(k) TENANT shall not allow any pets or animals of any kind to be kept or brought in, onto or around the leased premises. If this covenant is violated, and TENANT fails to cure this violation within 48 hours from LANDLORD'S NOTICE OF DEFAULT, then this Lease Agreement shall be deemed breached by TENANT and subject to all of the remedies available to LANDLORD under the DEFAULT provision, set forth below.

(l) LANDLORD will furnish light bulbs when TENANT takes possession of Leased premises. During the term of the Lease Agreement, TENANT shall be responsible for the replacement and cost of any light bulbs which burn out. All light bulbs shall be in place and working when TENANT moves out of the premises, or TENANT shall be charged for the replacement thereof by LANDLORD.

(m) Trash and garbage shall be deposited by TENANT in the receptacle made available for the leased premises by LANDLORD.

(n) No one shall be allowed on the roof of the premises.

(o) Telephones and cable television services shall be installed only where outlets are provided by LANDLORD unless approved in writing by LANDLORD in advance of any additions to or relocation of existing connections.

(p) A lockout fee of \$75.00 shall be charged for LANDLORD to open the premises for any reason after keys are issued to TENANT.

(q) TENANT agrees that during cold weather, TENANT shall maintain a thermostat setting in the Apartment sufficient to prevent the freezing and bursting of plumbing pipes and fixtures, even during TENANT'S

absences from the Apartment for any reason. Any damage caused to the Apartment or the Apartment Complex by failure to comply with this covenant shall be the responsibility of the TENANT and shall be deemed additional rent hereunder.

(r) TENANT agrees not to hang, air or dry clothes, sheets, blankets, or any other items of property from any window, balcony, or outside the premises. TENANT further agrees not to store any items of property in the hallways, on balconies, or in any common areas, or in any other place outside the premises without LANDLORD'S written consent. No bicycles shall be allowed inside the premises or on the balconies of apartments. The sidewalks, steps, entrances, halls and stairways shall not be obstructed or used for any purpose other than those of entry and exit.

6. ENTRY TO PREMISES: LANDLORD expressly reserves the right to enter the premises at any reasonable time for the purpose of inspecting the premises and the contents thereof, and for the purpose of making such repairs, additions, or alterations, as the LANDLORD deems necessary for the preservation, upkeep, maintenance or repair of the premises.

7. DESTRUCTION OF PREMISES: If the premises are damaged or destroyed by fire, or by any cause whatsoever, LANDLORD shall have the option, at its sole discretion, to terminate the Lease Agreement, or to abate the rent for a period of up to 120 days while the premises are repaired and renovated. During the time that the premises are uninhabitable, TENANT shall not be liable for any rent payments, but shall be again liable when the premises are made available to TENANT after repair and renovation.

8. EMINENT DOMAIN: If all or any part of the Apartment Complex is taken through eminent domain, LANDLORD may terminate this Lease, upon giving TENANT thirty (30) days notice thereof. Following such termination, TENANT shall have no claim for the value for the unexpired term of this Lease, nor shall TENANT be entitled to any compensation or damages as a result of such taking.

9. HOLDING OVER: In the event of holding over by TENANT after expiration or termination of this Lease, without the written consent of LANDLORD, TENANT shall pay rent at a rate equal to two (2) times the rent in effect at the time of the termination or expiration of this Lease, together with all other charges, expenses and damages for the entire holdover period and all attorney's fees and expenses incurred by LANDLORD in the enforcement of its rights hereunder. No holding over by TENANT after the term of this Lease shall operate to extend this Lease without LANDLORD'S prior written consent.

10. EXCULPATORY AND HOLD HARMLESS: This Lease Agreement is made upon the express condition that LANDLORD shall not be liable for any loss, damage, injury, or other casualty of whatever kind or by whomever caused to any person or property, including TENANT or TENANT'S property, occasioned by any cause whatsoever, including failure of LANDLORD to keep the premises in repair or any other acts of negligence by or attributed to LANDLORD. TENANT hereby covenants and agrees to indemnify and hold harmless LANDLORD from all liabilities, claims, lawsuits and damages by reason thereof, and to indemnify LANDLORD therefor, including all costs of defense and attorney's fees. TENANT further acknowledges that LANDLORD shall have no obligation to provide security in any form for the benefit of TENANT or TENANT'S property, and TENANT hereby assumes such obligation.

11. LEASE NOT ASSIGNABLE: It is expressly agreed that the TENANT shall not assign this Lease Agreement or sublet the premises or any portion thereof without the prior written consent of LANDLORD.

12. HAZARDOUS SUBSTANCES STRICTLY PROHIBITED: TENANT covenants to keep the Apartment and Apartment Complex free from hazardous substances and shall comply with all environmental laws and regulations. TENANT shall notify LANDLORD immediately of becoming aware of the existence of any hazardous substances on, in or around the Apartment or Apartment Complex, regardless of the cause, source or origin thereof. In the event that LANDLORD incurs any expense or charge or other damage as a result of the existence or removal of any hazardous substance caused or permitted to be caused by TENANT, TENANT shall be solely responsible therefor, and such amount shall be deemed additional rent under this Lease Agreement, and shall be due and payable within three (3) days from receipt of invoice from LANDLORD.

13. DEFAULT: Upon default, by TENANT, of any term, condition, covenant, promise or payment contained in this Lease Agreement, LANDLORD shall have the right to re-enter the premises and take possession thereof from TENANT. By execution of this Lease Agreement, TENANT consents to the re-entry by LANDLORD upon default and agrees to voluntarily surrender possession to LANDLORD upon demand by LANDLORD, without prejudice to any legal remedies which LANDLORD may elect to pursue regarding the collection of unpaid rent, damages for the loss of future rent due under this Lease Agreement, damages sustained to the premises or any other expenses or charges incurred by LANDLORD by reason of said default, including attorney's fees and court

costs. It is agreed between the parties to this Lease Agreement that the re-entry by LANDLORD and surrender of possession by TENANT shall not serve to terminate this Lease Agreement, and TENANT'S obligations under the terms and conditions of this Lease Agreement shall continue. In the event that LANDLORD is able to re-lease the premises, any amounts collected by LANDLORD shall be first applied to satisfy any unpaid rent, damages, expenses, or attorney's fees due and owing from TENANT to LANDLORD. No waiver of any right or remedy by LANDLORD regarding the enforcement of any term, condition or provision of this Lease Agreement shall be deemed as a subsequent waiver by LANDLORD regarding the right to enforce any subsequent default by TENANT.

14. COMPLETE AGREEMENT AND SEVERABILITY: This Lease Agreement contains all of the representations and covenants, and terms and conditions of the Lease Agreement between the parties and supersedes any prior oral representations or agreements, except for the Rules and Regulations referred to below. Unenforceability for any reason of any provision of this Lease Agreement shall not limit or impair the operation or validity of any other provision of this Lease Agreement.

15. GOVERNING LAW, VENUE AND ATTORNEY FEES: Both parties agree that the Lease Agreement is entered into in the State of Missouri, County of Greene and that the real property, which is the subject matter of the Lease Agreement, is located in Greene County, Missouri, and it is fully agreed that the Lease Agreement shall be governed by the laws of the State of Missouri. It is further agreed that any lawsuit, which might be filed by either party regarding this Lease Agreement or the subject real property, shall be filed in the Circuit Court of Greene County, Missouri. Both parties hereby expressly waive any objection to venue in Greene County, Missouri. TENANT agrees to pay any and all costs and expenses incurred by LANDLORD in connection with the enforcement of this Lease Agreement, by litigation or otherwise, including reasonable attorney's fees and court costs.

16. RULES AND REGULATIONS: LANDLORD reserves the right to implement and enforce such rules and regulations as may be reasonable and necessary to preserve and maintain the leased premises. TENANT agrees to comply with such rules and regulations as they now exist or as they may hereafter be amended from time to time by the LANDLORD in its sole discretion. A copy of such rules and regulations are available at LANDLORD'S office.

17. JOINT AND SEVERAL OBLIGATIONS: If this Lease Agreement is executed by more than one person as TENANT, then all obligations incurred by or imposed upon the TENANTS under this Lease Agreement shall be joint and several.

LANDLORD

TENANT(S)

MAGERS PROPERTIES IV, L.L.C.

By: _____
