**Ryan Brock**

**Residential Lease Agreement**

This Lease Agreement (the “Agreement”) is made and entered onClick or tap here to enter text. (the “Effective Date”) by and between Ryan Brock (the “Landlord”) and the following tenants:

Click or tap here to enter text.

(the “Tenant”)

Subject to the terms and conditions stated below the parties agree as follows:

1. **Property.** Landlord, in consideration of the lease payments provided in this Agreement, leases to tenant a house with 3 bedrooms and 1.75 bathrooms, located at 1705 David St, Cape Girardeau, Missouri (the “Property”). No other portion of the building wherein the Property is located is included unless expressly provided for in this Agreement.
2. **Term.** This Agreement will begin on Click or tap here to enter text. (the “Start Date”) and will terminate on Click or tap here to enter text. (the “Termination Date”), and thereafter will be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

Tenant will vacate the Property upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law, or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy will be created which either party may terminate by Tenant giving Landlord written notice of at least 30 days prior to the desired termination date, or by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement will remain in full force and effect.

1. **Management.** The Tenant is hereby notified that Ryan Brock is the property manager of the Property. Should the Tenant have any issues or concerns, the Tenant may contact Ryan Brock by one of the methods below:

**Address:** 1512 Kurre Ln, Cape Girardeau, MO, 63701

**Telephone:** 573-682-5882 (Ryan) 573-979-5851 (Addie)

**Email:** [rbrock444@gmail.com](mailto:ellaraeproperties@gmail.com)

1. **Rent.** Tenant will pay to Landlord rent in the amount of $1300 (the “Rent”), payable in advance on the first day of each month and is delinquent on the next day. If that day falls on a weekend or legal holiday, the rent is due on the next business day. There will be no rent increase through the initial term of the lease. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 90 days written notice to Tenant.

**Payments should be sent to:**

Payment address: 1512 Kurre Ln, Cape Girardeau, MO, 63701, or at such other place as Landlord may designate from time to time.

**Payments can be made by using one of the following methods of payment:**

Acceptable forms of payment:

* Personal check
* Money order
* Cashier’s check
* Online Rent Payment

Tenant agrees to submit rent payments by one of the methods above. In the event of roommates, or another form of joint or multiple occupancy, Tenant will be responsible for collecting payment from all parties and submitting a single payment to Landlord. Tenant is responsible for any payment made by mail and not received by the due date stated herein. Mailed payments must be received on or before the due date. Rent payments for any partial month will be pro-rated at the rate of 1/30th of the monthly rent payment per day.

1. **Security Deposit.** At the time of signing this Agreement, Tenant must pay to Landlord a security deposit in the amount of $1300 (the “Security Deposit”). Landlord may use therefrom such amounts as are reasonably necessary to remedy Tenants’ default in the payment of rent, repair damages to the Property exclusive of ordinary wear and tear, and to clean the Property if necessary.

In accordance with Missouri Revised Statutes Ꝣ535.300, Tenant acknowledges that the Security Deposit does not exceed two (2) months rent. Within thirty days after the termination of the tenancy, Landlord will return the full amount of the Security Deposit to Tenant OR provide Tenant with a written itemized list of damages and the cost to repair them, along with the remaining balance of the Security Deposit.

1. **Non-Sufficient Funds.** Tenant will be charged a monetary fee of $40.00 as reimbursement of the expenses incurred by Landlord for each check that is returned to Landlord for lack of sufficient funds. In addition, a check returned due to insufficient funds will be subject to any and all late payments provisions included in this Agreement (if any). All charges will be immediately due from Tenant and failure to make immediate payment will constitute a default under the terms of this Agreement.

Landlord reserves the right to demand future payments by cashier’s check, money order, or certified funds on all future payments in the event of a check returned for insufficient funds. Nothing in this paragraph limits other remedies available to the Landlord as a payee of a dishonored check. Landlord and Tenant agree that three (3) returned checks in any 12 month period constitutes frequent return of checks due to insufficient funds and may be considered a just cause for eviction.

1. **Late Payments.** In the event that any payment required to be paid hereunder by Tenant is not made with in three (3) days of when due, Tenant will pay to Landlord, in addition to such payment or other charges due hereunder, a “late fee” in the amount of $25.00 and then $5.00 per day thereafter for a maximum of $75.00.

**Failure to Pay.** Tenant is hereby notified that a negative credit report reflecting on Tenant’s credit history may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Agreement.

1. **Occupants.** The only persons who may live on the Property during the term of this Agreement are:

Click or tap here to enter text.

Tenant may have guests on the Property for not over ten (10) consecutive days or 30 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 10 consecutive days or more than 30 days in any calendar year will NOT be considered original occupants of the Property. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Property for more than 10 consecutive days or 30 days in a calendar year.

1. **Possession.** Tenant will be entitled to possession of the Property on the first day of the term of this Agreement and will yield possession to Landlord on the last day of the term of this Agreement, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant will remove its goods and effects and peaceably yield up the Property to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.
2. **Use of Property/Absences.** Tenant will occupy and use the Property as a full-time residential dwelling unit. Tenant will notify Landlord of any anticipated extended absence from the Property not later than the first day of the extended absence.

No retail, commercial or professional use of the Property is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant to obtain liability insurance for the benefit of Landlord. Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion.

The failure to abide by the provisions of this section will constitute a material breach of this Agreement and is a just cause for eviction.

1. **Appliances.** The following appliances will be provided by Landlord:

**Fridge**

**Microwave**

**Dishwasher**

Tenant will return all such items at the end of the term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

1. **Storage.** No additional storage space on the Property is authorized, permitted, or provided.
2. **Roof.** Use of the roof by Tenants and/or guests is limited to emergency use only. No other use is permitted, including but not limited to, the placement of personal property.
3. **Pets.** No pets, dogs, cats, birds or other animals are allowed on or about the Property without Landlord’s prior written consent, excepting guide, service, or signal dogs. Strays must not be kept or fed in or around the Property. If a pet has been on or allowed on the Property, even temporarily (with or without the Landlord’s permission) Tenant may be charged for cleaning, de-fleaing, deodorizing, shampooing, or replacing any portion of the Property.

Failure to abide by the provisions of this section will constitute a material breach of this Agreement and is a just cause for eviction.

1. **Keys and Locks.** Tenant will be given a set number of keys for the Property. If all keys are not returned to Landlord following termination of the Agreement, Tenant will be charged a monetary fee to replace the keys. If a security deposit was collected by the Landlord at the time of signing this Agreement, then such amount will be subtracted from the Security Deposit. Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Property without Landlord’s approval prior to installation. If allowed, Tenant must provide Landlord with keys to any changed lock immediately upon installation.
2. **Maintenance and Repairs.** Landlord will have the responsibility to maintain the Property in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability, except that Tenant will be responsible for the following:

Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or property manager. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. A repair request will be deemed permission for the Landlord or property manager to enter the Property to perform such maintenance or repairs in accordance with this Agreement unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord or property manager’s access or entry. Landlord will have the expectation that the Property is in a safe and habitable condition upon entry.

1. **Utilities and Services.** Tenant will pay directly for all utilities, services, and charges provided to the Property, including any and all deposits required.
2. **Default.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord’s option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.
3. **Termination upon Sale of Property.** Notwithstanding any other provisions of this Agreement, Landlord may terminate this Agreement upon 30 days’ written notice to Tenant that the Property has been sold.
4. **Early Termination.** Tenant may, upon 60 days’ written notice to Landlord, terminate this Agreement provided that the Tenant pays a termination fee equal to $Click or tap here to enter text. or the maximum allowable by law, whichever is less. Termination will be effective as of the last day of the calendar month following the end of the 60 day notice period. The termination fee is in addition to all rent due up until the termination day.
5. **Holding over.** Should the Tenant hold over the term hereby created with consent of the Landlord, the term of this lease will become a month-to-month tenancy and be deemed to be and be extended at the rental rate herein provided, and otherwise upon the terms and conditions in this Agreement, until either party hereto serves upon the other thirty (30) days written notice of termination, reflecting the effective date of cancellation.
6. **Military Termination.** In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Property is located, or is relieved from active duty, retires or separates from the military, or is ordered in to military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant will also provide to the Landlord a copy of the official orders or a letter signed by the Tenant’s commanding officer, reflecting the change, which warrants termination under this provision. The Tenant will pay prorated rent for any days (he/she) occupy the dwelling past the first day of the month. Any security deposit will be promptly returned to the Tenant, provided there are no damages to the Property.
7. **Condition of Property.** Tenant stipulates, represents and warrants that Tenant has examined the Property, and that they are at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition.
8. **Alterations and Improvements.** Tenant will make no alterations to the buildings or improvements to the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Property by Tenant will, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Property at the expiration or earlier termination of this Agreement.
9. **Hazardous Materials.** Tenant will not keep on the Property any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **Lead Disclosure.** Many homes and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint chips and dust can pose serious health hazards if not taken care of properly. Federal law requires that tenants and lessees receive certain information before renting pre-1978 housing. By signing this Agreement, Tenant represents and agrees that Landlord has provided Tenant with such information, including, but not limited to, EPA booklet entitled *Protect Your Family from Lead in Your Home.*
11. **Damage to Property.** If the Property is damaged or destroyed as to render it uninhabitable, then either Landlord or Tenant will have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party to be given within 20 days of occurrence of such damage. However, if such damage should occur as the result of the conduct or negligence of Tenants or Tenants’ guests or invitees, Landlord will have the right to termination and Tenants will be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.
12. **Landlord Access to Property.** Landlord and Landlord’s agents will have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Property for the purpose of inspecting the Property and all buildings and improvements thereof. Tenant will make the Property available to Landlord or Landlord’s agents for the purposes of making repairs or improvements, or to supply agreed services or show the Property to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord will give Tenant reasonable notice of intent to enter. For these purposes, twenty four (24) hour written notice will be deemed reasonable.
13. **Indemnity Regarding Use of Property.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant’s possession, use or misuse of the Property, except Landlord’s act or negligence. Tenant hereby expressly releases Landlord and/or agent from any and all liability for loss or damage to Tenant’s property or effects whether on the Property, garage, storerooms or any other location in or about the Property, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord’s employees, heirs, successors, assignees and/or agents.
14. **Insurance.** The Tenant acknowledges and agrees that the risk for loss of all contents and property belonging to the Tenant shall be on the Tenant. The Tenant is required to obtain his/her own renter’s insurance policy against fire, theft, or other disasters as the Landlord carries insurance on the building(s) only.
15. **Accommodation.** Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant’s or tenants’ responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.
16. **Compliance with Regulations.** Tenant will promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant will not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.
17. **Mechanics Liens.** Neither Tenant nor anyone claiming through the Tenant will have the right to file mechanics liens or any other kind of lien on the Property and the filing of this Agreement constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Property free of all liens resulting from construction done by or for the Tenant.
18. **Subordination of Lease.** This agreement is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Property.
19. **Assignment and Subletting.** Tenant may not assign or sublease any interest in the Property, nor assign, mortgage or pledge this Agreement, without the prior written consent of Landlord, which will not be unreasonably withheld. Under Missouri law, Landlord reserves the right to double the Rent if Tenant subleases without prior consent of Landlord.
20. **Notice.** Notice under this Agreement will not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions will be deemed received on the third day after posting.

**Landlord:**

Ryan Brock

1512 Kurre Ln,

Cape Girardeau, MO 63701

**Tenant:**

Click or tap here to enter text.

1. **Signatures.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. For purposes of executing this Agreement, a document signed and/or transmitted by any electronic form deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image, such as a pdf via e-mail, it to be treated as an original signature and document.
2. **Attorney’s Fees.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Property, Tenant agrees to pay all expenses so incurred, including a reasonable attorney’s fee.
3. **Dispute Resolution.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure:

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation for the State of Missouri. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

1. **Governing Law.** This Agreement will be governed, construed and interpreted by, through and under the Laws of the State of Missouri**.**
2. **Waiver and Severability.** The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitation of the party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement. If any provision of this Agreement or the application thereof will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead will be enforced to the maximum extent permitted by law.
3. **Time of Essence.** Time is of the essence with respect to the execution of this Lease Agreement.
4. **Estoppel Certificate.** Tenant will execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord’s agent within three (3) days after its receipt. Failure to comply with this requirement will be deemed Tenant’s acknowledgement that the estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
5. **Entire Agreement.** This document constitutes the entire Agreement between the Tenant and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenant have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenant or its guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.
6. **Application.** Tenant represents and warrants that all statements in Tenant’s rental application are accurate. Any misrepresentations will be considered a material breach of this Agreement and may subject Tenant to eviction. Tenant authorizes Landlord and any broker to obtain Tenant’s credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord reserves the right to terminate this Agreement (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any time, upon discovering that information in the Tenant’s application is false.
7. **Binding Effect.** The provisions of this Agreement will be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

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| --- | --- | --- | --- |
| **Receipt** | | | |
|  |  |  | *Initials* |
|  |  | Tenant | Landlord |
|  |  |  |  |
| Security Deposit | $1300 | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Pet Deposit | $Click or tap here to enter text. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Prorated Rent for the Period | $Click or tap here to enter text. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Prepaid Rent for the Period | $Click or tap here to enter text. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Other Charges or Deposits | $Click or tap here to enter text. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Total Charges Received | $Click or tap here to enter text. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |  |

**IN WITNESS WHEREOF**, the Landlord and Tenant have executed this Agreement in the manner prescribed by law as of the Effective Date.

**Landlord:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ryan Brock

1512 Kurre Ln,

Cape Girardeau MO 63701

**Tenant:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Click or tap here to enter text.

**Tenant:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Click or tap here to enter text.