

Westport Edge Apartments

11302 Bonanza Dr • Apt # 7 • MARYLAND HEIGHTS, MO 63043
(314) 736-6600



1. RENTAL AGREEMENT

1.1 LEASE AT A GLANCE

Address:

11338-07 Bonanza LN
St Louis, MO 63043

Lease Dates: 03/23/2021 to 03/31/2022

Rent Amount: \$745.00 Due on 1st, late fee of \$100 after the 5th.

This Rental Agreement made at,

11302 Bonanza Dr., #7

Maryland Heights, MO 63043

on this date between Jacob M. Keogh, (hereinafter called "Tenant") and Westport Edge Apartments (hereinafter called "Landlord"), shall provide as follows:

1.2 LOCATION

The landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord a parcel of property, which parcel of land with improvements will constitute the premises said parcel of land is more particularly described as follows:

11338-07 Bonanza LN
St Louis, MO 63043

Landlord hereby reserves the right to transfer Tenant to a similar unit within the complex for any reason by giving a 30-day notice.

1.3 TERMS

2. TERMS: This Rental Agreement shall commence on 03/23/2021 and end on 03/31/2022. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peaceably deliver possession of the premise in good order and condition, reasonable wear and tear excepted, free of Tenant's personal property, garbage, and other waste, and return all keys to the Landlord.

1.4 RENT

Rent is payable in monthly installments in advance without notice at the rate of \$745.00 per month due on the 1st day of each month. Terminating the lease early does not release the tenant from paying the entire lease term amount. The rent is payable to Westport Edge Apartments or as Tenant may be advised from time to time in writing.

NOTICE TO TENANT: Tenant further agrees to pay a late fee of \$100 if rent is paid after the 5th day of the month. If an eviction is filed there will be a minimum \$500 eviction fee charged to the tenant.

If Tenant does not pay rent within five (5) days of the due date, Landlord can start to have Tenant evicted and may terminate the Rental Agreement, as this constitutes written notice in a conspicuous language in this written agreement of Landlord's intention to terminate and proceed with an eviction.

Where the term of the Rental Agreement commences on a day other than the first day of the month, Tenant shall pay rent unto the Landlord equivalent to the prorated daily amount for each day of the month from commencement of from the first day of the month of the Rental Agreement, payable prior to the Tenant taking possession upon commencement of the Rental Agreement or on the first day of the month of the Rental Agreement.

1.5 OCCUPANTS

Only persons designated in the Rental Agreement or as further modified or agreed to in writing by Landlord shall reside in the rented premises. In no event shall more than those persons designated below be allowed to occupy said premises. For purposes of this Rental Agreement, the designated occupants are:

Jacob M. Keogh ,

Occupancy inspections are required at this property.

1.6 PAYMENTS & RETURNED PAYMENTS

The landlord only accepts electronic rent payments through our property management software and reserves the right to make changes to the methods of payment accepted from time to time. Landlord DOES NOT accept cash as an acceptable method of payment at the office. All cash payments must be made through PayNearMe at an offsite location. The landlord is not responsible for any financial loss resulting from Tenant's use of cash as payment. Tenant agrees to pay \$40 for any returned payment for bookkeeping costs and handling charges. Late charges will also apply if the payment is not made good before the sixth day after the initial due date. If more than one payment is returned during the tenure of this Rental Agreement, all future rent and charges shall be paid through PayNearMe. If any payment for the security deposit or the first month's rent is returned for insufficient funds, Landlord may declare this rental agreement void and immediately terminated.

1.7 RENEWAL TERMS

Either Landlord or Tenant may terminate this lease at the expiration of said Lease or any extension thereof by giving the other thirty (30) days written notice prior to the due date. Failure to give 30 days' notice will result in an additional 1-month rent being charged. If Tenant shall holdover after the expiration of the term of this Lease, Tenant shall, in the absence of any written agreement to the contrary, be a tenant from month to month, as defined by applicable law, at the monthly rate in effect during the last month of the expiring term. All other terms and provisions of this Lease shall remain in full force and effect.

In the event Tenant becomes a month-to-month tenant in the manner described above, Tenant shall be required to provide Landlord, in advance, thirty (30) days written notice of Tenant's intention to surrender the Premises. Landlord, at Landlord's discretion, at any time during a month-to-month tenancy, may terminate the month-to-month tenancy or lease by serving Tenant with written notice of termination, or by any other means allowed by applicable law. Upon termination, Tenant shall vacate the premises and deliver the same unto Landlord on or before the expiration of the period of notice. In the event of hold-over, all month-to-month leases will be charged an additional \$100 per month in addition to the current market rate.

1.8 SUBLEASE

Tenant shall not assign or sublet said premises or any part thereof without the written consent of Landlord. The tenant must have written permission from Landlord for guests to occupy the premises for more than five (5) days.

1.9 UTILITIES & SERVICES

Tenant agrees to pay all utilities not listed as paid by Landlord. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to premises during the term of the Rental Agreement. Tenant shall be liable for any inspections required by local authorities/utility companies due to Tenant's failure to obtain service at the time of occupancy or to maintain said service during the term of this agreement. Failure to initiate service or keep utility service in the Tenant name will result in charging tenant applicable charges and fines of \$50. In the event of Tenant default on the payment of utility Landlord may pay and charge Tenant as additional rent together with any penalties, charges, and interest. Note that, in some cases, buildings were built to combine utilities on meters that the tenants are responsible for paying including but not limited to sump pumps, common area lighting, hallway lighting, exterior lighting, and common area laundry.

Trash will be paid by Landlord. All other utilities are paid by Tenant, either directly to the utility service provider or to the Landlord as a reimbursement based on per foot calculations.

In the case when Water and Sewer are paid by Landlord, the Water and Sewer service provider will invoice Landlord, and Landlord or Landlord's billing company will allocate the resident's portion based on per foot calculation to be charged to the tenant's ledger. In the case where Sewer is paid by Landlord and Water is paid by the Resident directly to the water service provider, the Sewer service provider will invoice Landlord, and Landlord or Landlord's billing company will allocate the resident's portion based on per foot calculation to be charged to the tenant's ledger.

Trash must be disposed of inside of trash containers or receptacles only. Failure to do so may result in fines. Furniture and mattresses are not considered ordinary trash. Furniture and mattress removal is at the sole cost of the Tenant. The tenant will be responsible for the cost of removing any furniture or mattress left outside of the apartment or next to the dumpster area. We will charge for each piece of furniture.

Pest control service is provided by the Landlord. You agree that you will not create or allow a condition that will cause an infestation of pests or bed bugs in the apartment. You will not bring into the apartment discarded furniture, clothing, or personal items found discarded or acquired second-hand without confirming the absence of bed bugs by a pest control professional. You agree to immediately notify management of any known or suspected infestation.

In the event pests or bed bugs are determined to be in the apartment, you must cooperate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us and our agents to clean and treat the apartments and buildings that are infested. If you fail to cooperate with us, then you will be in default and we will have the right to terminate your Rental Agreement and impose fines of \$400 and up based upon time and materials.

1.10 INTERNET AND CABLE

Tenant understands that, if Landlord has contracted to provide Internet and TV/Video Services to all units on the property, Tenant agrees they are responsible for an additional charge of \$75 per month for the entire term of this lease agreement for this service. This charge is considered additional rent and will have the same payment terms/requirements as established in the section of of this agreement titled Rent.

1.11 PARCEL SERVICES

Parcel Service: In the event that you need to have a package delivered to you during a time when you are not home, the package can be dropped off at the office given that you understand and sign off on the following guidelines:

1. The package must come from a recognized sender, USPS, UPS, FedEx, DHL, flower delivery service, etc. We will not accept packages dropped off by family members, relatives, friends, or non-delivery services.
2. You acknowledge that the company is not liable or responsible for any lost packages, or damages that occur after delivery of the package to the office.
3. The package must be picked up within normal business hours. Monday through Friday 8 am – 5 pm. We will not be open earlier or later, or on additional days and you will not be allowed in the office to get the package during any other time.
4. All packages must be picked up at the office within 3 business days after delivery. Any packages that are not picked up within this time frame will be sent back through the delivery carrier. ALL packages must be picked up by the person to which the package was delivered. Failure to pick up packages within this timeframe may result in a fine of \$50.
5. Upon receiving a package at the office, the office will email you that the package has been delivered. We will not deliver the package to your apartment. (NOTE: you must have a valid email in order to use this Package Drop Off service)
6. We will not accept packages that need to be refrigerated or contain live animals or pests of any kind.

Management may at any point, without notice, refuse delivery or eliminate parcel service.

1.12 SECURITY DEPOSIT AND FEES

Tenant agrees to deposit with Landlord a security deposit of \$250.00 to be held as security for the full and faithful performance by the Tenant of all terms and conditions herein, it is understood and agreed upon that no part of this deposit is to be applied to any rent which may become due under this Rental Agreement. The total of any cleaning, repair, replacement cost necessary to return dwelling to its condition prior to Tenants occupancy (as documented in the Move-In Inspection) will be taken out of the security deposit, and any remaining amount will be charged to the Tenant. Upon termination of the tenancy, property or money held by Landlord as security may be applied to the payment of accrued rent and other charges as well as the amount of loss of rents or damages that the Landlord has suffered by reason of the Tenant's noncompliance with the Residential Landlord and Tenant Act.

1.13 FORWARDING ADDRESS

Tenant shall provide the Landlord in writing with a forwarding address or new address to which the written notice and amount due from the Landlord may be sent. If the Tenant fails to provide the Landlord with the forwarding or new address and fails to return the keys for the unit, the Tenant is not entitled to damages under this subsection provided the Landlord had no notice of the Tenant's whereabouts and mailed the written notice and amount due, if any, to the Tenant's last known address. Any remaining balance owed to Landlord will be turned over to collection within 30 days.

1.14 TENANT OBLIGATIONS

Tenant agrees to keep the dwelling unit and all parts of the rented premises safe and clean. Tenant agrees to comply with the lease and rules and regulations the Landlord may adopt concerning Tenant's use and occupancy of the premises. Tenant, or any person (friend, family, guest, or otherwise) on-premises because of Tenant, shall conduct themselves in a manner that will not disturb other tenants' and neighbors' peaceful enjoyment of the premises. Tenant, or any person on-premises because of Tenant, shall not engage in or facilitate

criminal or drug-related activities. Any such violation constitutes a substantial violation and material noncompliance of this Rental Agreement and is grounds for termination of tenancy and eviction from the premises.

No repairs, alterations, or changes in or to said premises, or the fixtures or appliances contained therein, shall be made except after the written consent of Landlord. All improvements made by Tenant to the premises shall become the property of the Landlord. The cost of restoring premises to the original condition if Tenant makes any unauthorized modifications shall be the responsibility of the Tenant. NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT BY TENANT. Locks/deadbolts shall not be changed without prior written consent from Landlord.

Tenant is responsible for changing HVAC filters, reporting any water leaks, lighting pilot lights, checking for tripped breakers, changing smoke detector batteries, and minor housekeeping repairs. The tenant will be held liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems. Tenant also agrees to pay for the cost of all repairs made necessary by negligence or careless use of the premises and pay for repairs/loss resulting from theft, malicious mischief, or vandalism by tenants and/or their guests. The tenant must replace, at Tenant's expense, all broken or damaged windows, screens, outside lights, shrubs, or any damage to the premises caused by Tenant and/or Tenant's guests.

It is specifically understood that it is the Tenant's responsibility to keep sinks, lavatories, and commodes open; report any initial problem within five (5) days of occupancy; repair any and all damages caused by tenancy; replace non-working batteries in smoke detectors, and replace non-working light bulbs at Tenant's own expense. If upon inspection non-working batteries are found in smoke detectors of Tenant's apartment, then Landlord may assess fines to replace.

This unit has been equipped with water conservation showerheads, toilets, and aerator devices on kitchen and bathroom faucets. If Tenant is found to have removed any of these water conservation devices and replaced them with different equipment, said Tenant will be fined. If Tenant has been found to neglect from informing the landlord of a water leak/waste (for example a running toilet) which is wasting resources and can cause costly water and sewer usage bills, Tenant can be held liable for any costs incurred due to neglect from informing Landlord of said problem.

Tenant agrees to be responsible for all expenses outside routine maintenance because of misuse due to neglect or carelessness of Tenant or Tenant's guests. The two most common problems are heating repairs due to dirty filters and clogged drains due to hair, grease, and tampons. Nothing other than toilet paper is meant to be flushed down the toilets. Any Tenant found to have flushed any materials other than toilet paper down the toilet will be responsible for any plumbing/sewer issues caused by this action, the cost based on time and materials.

1.15 MAINTENANCE OF PREMISES

The Landlord agrees to make repairs and do whatever is necessary to keep the premises in a fit and habitable condition. Tenants may be charged for repairs that are caused by Tenant's misuse or abuse or lack of proper and normal care. Tenant agrees to immediately report to Landlord any malfunction of or damage to electrical, plumbing, HVAC system, smoke detectors, and any other occurrence that may cause damage to the property.

1.16 INSURANCE AND RENTERS INSURANCE REQUIREMENTS

The Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages caused by any other source whatsoever, or by Acts of God, and Tenant is therefore required to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.

At Tenant's sole cost and expense, Tenant is required to purchase renters insurance providing for personal liability in the amount of \$100,000, and property damage coverage with a limit of not less than \$10,000. Tenant shall be responsible for insuring his/her own possessions against fire and other damages. Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the leased premises or contents contained within caused by incidents, and each party waives all rights of recovery against the other for such loss or damage. However, willful misconduct lawfully attributable to either party, whether in whole or in part, shall NOT be excused under the foregoing release and waiver.

1.17 RIGHT TO ACCESS

Tenant shall not unreasonably withhold consent to Landlord entering into the dwelling unit in order to inspect the premises; make necessary or agreed repairs, alterations, or improvements; supply necessary or agreed on services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. The Landlord or Landlord's agent may enter the dwelling unit without consent of the Tenant:

1. At any time in case of emergency including but not limited to prospective changes in weather conditions which pose a likelihood of danger to the property; and
2. At any time in case of emergency including but not limited to prospective changes in weather conditions which pose a likelihood of danger to the property; and

- Between the hours of 8:00 AM and 8:00 PM for the purpose of providing services requested by the Tenant provided the Landlord announces intent to enter for that purpose.

1.18 MILITARY CLAUSE

If Tenant is a member of the Armed Forces of the United States stationed within a 50-mile radius and shall receive permanent change of station orders outside a 50-mile radius, Tenant may terminate this Rental Agreement without penalty upon presentation of a copy of said orders of transfer to the Landlord along with thirty (30) days written notice of intent to vacate and payment of all rent and other charges in arrears to the expiration date of such written notice. Normal enlistment termination or other types of discharge from the Armed Forces, unless due to conditions beyond the service member's control, or acceptance of government quarters is not a permanent change of station and is not an acceptable justification for termination of this Rental Agreement. Withholding knowledge of pending transfer or discharge at the time of entry into this Rental Agreement voids any consideration or protection offered by this section.

1.19 DESTRUCTION OR DAMAGE TO PREMISES

If the dwelling unit or premises are damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the dwelling unit is substantially impaired, the Tenant may:

- Immediately vacate the premises and notify the Landlord in writing within seven (7) days thereafter of Tenant's intention to terminate this Rental Agreement, in which case the Rental Agreement is considered terminated as of the date of vacating; or
- If continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution in the fair market rental value of the dwelling unit.

Unless the fire or casualty was due to the Tenant's negligence or otherwise caused by the Tenant, if the Rental Agreement is terminated, the Landlord shall return the security deposit to the tenant with proper accounting as required by law. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty. The Landlord shall withhold the Tenant's security deposit if the fire or casualty was due to the Tenant's negligence or otherwise caused by the Tenant, with proper accounting as required by law.

1.20 CONDEMNATION

Tenant hereby waives any injury, loss, damage, or claim against Landlord resulting from any exercise of a power of eminent domain of all or any part of the rented premises or surrounding grounds of which they are a part. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong exclusively to the Landlord. In the event substantially all of the rented premises shall be taken, this Rental Agreement shall terminate as of the date the right to possession vested in the condemning authority, and rent shall be apportioned as of that date. In the event any part of the property and/or building or buildings of which the rented premises are a part (whether or not the rented premises shall be affected) shall be taken as a result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Tenant given within sixty (60) days after the date of taking, terminate this Rental Agreement as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of termination date.

1.21 ABSENCE, NON-USE, AND ABANDONMENT

The unexplained absence of a Tenant for a dwelling unit for a period of 15 days after default in the payment of rent must be construed as an abandonment of the dwelling unit. If the Tenant abandons the dwelling unit for a term beginning before the expiration of the Rental Agreement, it terminates as of the date of the new tenancy, subject to the other Landlord's remedies. The Landlord may enter the dwelling unit once the unit has been considered abandoned or the Rental Agreement has come to an end.

1.22 PROHIBITED EQUIPMENT

Tenant agrees not to place satellite dishes, antennas, waterbeds, and auxiliary heaters without written permission from the Landlord. This property does NOT allow satellite dishes to be installed.

1.23 PET FEES/PET RENT

Tenant shall not keep domestic or other animals on or about the premises without the prior written consent of the Landlord. The Landlord, at Landlord's sole discretion, may consent if Tenant makes the following payments: (1) a wholly non-refundable Pet Fee of \$350, and (2) Pet Rent of \$40 per month per pet for the term of this Rental Agreement. If Tenant is caught with an unregistered pet, Tenant shall make the following payments: (1) a wholly non-refundable Pet Fee of \$700, and (2) Pet Rent of \$80 per month per pet for the term of this Rental Agreement.

Tenant shall be responsible for the animal, its behavior, and any damage caused by the animal. The Landlord shall have the right to withdraw consent and demand removal of any previously permitted animal upon the first complaint registered against such animal or upon evidence of injury or damage caused by the animal. NO dangerous breeds are allowed on the premises. No more than 1 pet per apartment. Pets must be spayed and neutered, where applicable. Additionally, it is the Tenant's job to remove any waste left behind by

their pets on the property. The landlord will assess a fee for each time a Tenant leaves animal waste in the public areas of the property and/or fails to keep their pet on a leash.

1.24 RULES AND REGULATIONS

The common area facilities such as laundry room, recreational, and other common area facilities, when open and operating, are subject to applicable rules and regulations posted by the Landlord. The Tenant agrees to observe faithfully all rules and regulations that the Landlord has now or may hereafter adopt for the use of the premises

1.25 FACSIMILE AND REGULATIONS

The parties agree that this Rental Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the initials and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials, and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

1.26 MEGAN'S LAW

The Tenant agrees that the Landlord and all affiliated agents are not responsible for obtaining or disclosing any information contained in the Sex Offender Registry. The Tenant agrees that no course of action may be brought against the Landlord and all affiliated agents for failure to obtain or disclose any information contained in the Sex Offender Registry. The Tenant agrees that the Tenant has the sole responsibility to obtain any such information. The Tenant understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

1.27 DROP BOX

The front office drop box is available for tenant's convenience. It is the Tenant's responsibility to make sure that all correspondence is received by Landlord.

1.28 ON-SITE MAILBOXES

Landlord shall provide 1 key per resident to the mailbox.

1.29 JOINT RESPONSIBILITY

If this Rental Agreement is executed by more than one (1) Tenant, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural.

1.30 RENTAL APPLICATION

The Tenant acknowledges that the Landlord has relied upon the rental application as an inducement for entering into this agreement, and the Tenant warrants to the Landlord that the facts stated in the application are true to the best of Tenant's knowledge. If any facts stated in the rental application prove to be untrue, the Landlord shall have the right to terminate the residency immediately and to collect from the Tenant any damages including reasonable attorney fees resulting therefrom.

1.31 PROVISIONS

The provisions of this Rental Agreement shall be binding upon and inure to the benefit of the Landlord and the Tenant, and their respective successors, legal representatives, and assigns.

1.32 COURT COSTS AND ATTORNEY FEES

In the event that the Landlord shall find it necessary to expend any monies in legally enforcing any provisions of this lease, including the collection of rent or other charges due hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby, to the greatest extent allowed by applicable law.

1.33 WAIVER OF JURY TRIAL

Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by any of the parties hereto against any other party on, or in respect of, any matter whatsoever arising out of or in any way connected with this Lease Contract, the relationship of landlord and tenant hereunder, tenant(s) use or occupancy of the leased premises (including but not limited to suit for rent and possession or unlawful detainer) and/or any claim of injury or damage.

1.34 ENTIRE AGREEMENT

This Rental Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the premises or of the remainder of the term of this lease shall be valid unless accepted by Landlord in writing.

1.35 LANDLORD'S ADDRESS FOR COMMUNICATION

All notices, requests, and demands unless otherwise stated herein shall be addressed and sent to:

11302 Bonanza Dr., #7
Maryland Heights, MO 63043

1.36 ADDENDUMS

Below is a list of addendums, which are legally binding additions to this Rental Agreement:

1. Community Policies Addendum
2. Pet Addendum
3. Lead-based Paint Disclosure Addendum
4. Move-In Inspection Addendum
5. Move Out Cost Sheet and Inspection Addendum
6. Required Insurance Addendum to Lease Agreement
7. Utility Lease Addendum

1.37 NON-RELIANCE CLAUSE

The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understood this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

1.38 FAIR HOUSING

Landlord is committed to the fair and ethical treatment of everyone at our apartment communities, and we are committed to full compliance with Fair Housing Laws. We will not discriminate in the leasing and management of our communities on the basis of race, color, ancestry, religion, age, gender, national origin, familial status, marital status, sexual orientation or physical or mental disability. It is our commitment that we will apply the principles of Fair Housing. Our policies and community policies and procedures uniformly for all tenants. We are dedicated to honoring Federal and State Fair Housing Laws.

1.39 RADON GAS DISCLOSURE

Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in this state. Additional information regarding radon testing may be obtained from your county public health unit. By the execution of this Rental Agreement and Addendums, I acknowledge that I have reviewed this disclosure in compliance with state statutes.

1.40 MOLD AND MILDEW DISCLOSURE

Tenant acknowledges that the premises of the property have a climate conducive to the growth of mold and mildew. Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control, keep the Premises clean and take other measures to retard and prevent mold and mildew from accumulating in the premises. Tenant agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heat, ventilation or air-conditioning ducts in the Premises. Tenant agrees to immediately report to the management office (1) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage room, garage or any other common area; (2) any evidence of mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the heating, ventilation air conditioning systems or laundry systems in the Premises; and (4) any inoperable doors or windows. Tenant further agrees that Tenant shall be responsible for damages to the Premises and Tenant's property, as well as injury to Tenant and occupants, resulting from Tenant's failure to comply with this paragraph."

1.41 SMOKE DETECTOR DISCLOSURE

Smoke detectors are installed for your safety and for the safety of the residents around you. You are responsible to maintain the battery within the smoke detector installed in your unit. The unit has a battery detector and the battery is to be changed twice per year or whenever the smoke detector beeps. You should not disconnect this unit from the wiring. Your smoke detector also needs to be tested at least once a month by you to ensure that the battery is in good and working order. If you have a problem with your smoke detector, you must report the problem to the property manager immediately. Any inspection that reveals non-working batteries in any of the smoke detectors will result in a fine for each incident.

All lease violations are accompanied by a \$50 fine unless otherwise stated.

1.42 ADDITIONAL TERMS

Wherefore, the parties have executed this Rental Agreement or caused the same to be executed by their authorized representative, the day and year first above written. This Rental Agreement supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Modifications to fees can be made at any time by Landlord with a 30-day notice. Provisions of this Rental Agreement shall bind and inure to the benefit of the Landlord and to the Tenant and their respective heirs, successors, and assigns.

Tenant agrees to receive communications from the landlord and their agents at the email address and phone number listed below.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals in duplicate the day and year above written.

1.43 CONCESSIONS

As long as the tenant has not violated any terms within this agreement, the Landlord agrees to give a rent concession in the amount of: to be subtracted from the market rent of \$745. To extend no longer than 03/31/2022 or termination of lease whichever is first.

By initialing below, you acknowledge and agree to the terms in Section 1.

X JMK
Jacob M. Keogh

2. Cable/Internet Installation Addendum

2.1 POLICY ON CABLE/INTERNET

Cable and Internet are available for the tenant provided that the tenant agrees not to place satellite dishes, antennas, or any other additional fixtures to the building. The cost of cable and/or internet is the sole responsibility of the tenant, and they are responsible for contacting, scheduling, and coordinating the installation and activation of said services. Westport Edge Apartments does not provide or contract out any services in regard to internet, cable, or television.

2.2 POLICY ON CABLE/INTERNET INSTALLATION

The following guidelines are to be observed when a tenant has cable/internet/television installed.

1. Vendors are prohibited from drilling any holes on the exterior of the building. All wiring should be run through crawl space and attics only.
2. No wires are to be running on the exterior of the building under any circumstances. This includes but is not limited to running wiring, along the side of the building, over the roof, or on the siding.
3. Any wiring that is to be run within the apartment, should be done in a way to limit changes to the apartment. (i.e. ran along the baseboard or at the top of the wall next to the ceiling where the wiring can be nestled into the corner areas.)
4. No satellite dishes are to be installed anywhere on the premises. Dishes are not allowed on the property.

It is the responsibility of the tenant to make sure that the technician installing their services understands and observes the above rules. Failure to abide by the above guidelines will result in the cable being removed from the building by our staff, and the tenant fined \$50 in addition to being charged for any damages that need to be repaired.

By signing below, you acknowledge and agree to the terms in Section 2.

X *Jacob Matthew Keogh*

Lessee

IP Address: 107.77.210.98

03/23/2021 11:03am CDT

3. Community Policies

3.1 OVERVIEW

The following are our community rules. Fines may be assessed for any rule violation according to the rates established on the Fine Addendum. Additionally, violation of community policies may impact lease renewal and/or your residency status.

3.2 DRUG RELATED ACTIVITIES

No Drug-Related and no Other Criminal Activity will be tolerated. "Drug-Related criminal activity" means the illegal manufacture, sale, distribution, use or possession of a controlled substances.

3.3 TENANT/GUEST CONDUCT

Disturbances such as those listed below, whether caused by Tenants or guests, can be considered sufficient grounds for termination of this lease. On behalf of Management, Law Enforcement Officials are given the power to take actions necessary to resolve complaints of loitering, sleeping, consuming alcoholic beverages on the said property without permission; including but not limited to trespass warnings for violations of Community Policies or any State Statute.

NO loitering in the parking lot, patio entrance, hallways, stairways, or lawn areas

1. Consuming alcoholic beverages outside of any apartment is prohibited. This must be limited to your apartment, private deck, or patio.
2. Disturbing or disrupting the livability of the property is prohibited.
3. Adversely affecting the health or safety of any person is prohibited.
4. Imposing on the right of any Tenant to the quiet and peaceful enjoyment of the premises and facilities is prohibited

3.4 GUEST VISITOR POLICY

Tenants are responsible for the conduct and behavior of their guests and residency may be terminated if the guest(s) participates in or permits activities, which violate the lease. Guests must be accompanied by Tenants at all times. A "visit" of more than five (5) days (consecutive or not) within any one-hundred and eighty-day (180) period constitutes unauthorized occupancy and is in violation of the lease. Special visitation arrangements must be pre-approved in writing by the Owner / Management Agent.

3.5 PATIOS AND BALCONIES

Patio Furniture, grills, and plants are the ONLY items permitted on patios/balconies.

1. Patio Furniture. You may ONLY use matching sets of furniture designated/made for outdoor use in good condition. No folding chairs or camping chairs are allowed. No furnishings are allowed that would normally be used inside the home such as couches, rugs, kitchen tables, chairs or pet kennels.
2. Grills. One grill with a 1-pound propane tank or electric grill is allowed on patios. All grills must have lids made exclusively for that grill. No charcoal or wood-burning grills. No grills are allowed on balconies.
3. Plants. You are permitted 2 hanging pots of flowers during the growing season. Other potted plants are permitted as long as they are in good condition. Once they are dead, they must be removed.
4. Non-permitted items include bikes, bird feeders, other wildlife feeders, windsocks, wind chimes, flags or light fixtures. Nothing may be permanently attached to the building. Please do not put laundry, towels, rugs, mops, brooms, etc. on your patio or balcony. Shades, lattice, and screens must be removed. You may not place vinyl, linoleum or carpeting on the deck. Never put any containers, plants, etc. on the railings, as this is a safety issue. Foil, signs, decorative stickers or advertisements cannot be displayed on windows, doors or buildings. The tenant may not collect anything in these areas which, in the opinion of the owner or agent, will mar the appearance of the exterior of the building(s). Patios in violation are subject to fines for the removal of prohibited items.

3.6 COMMON AREAS/EXTERIOR UNIT AREAS

1. Tenants will be required to keep hallways, entryways, and patios free and clear of mops, brooms, grocery baskets, and other such items and will not hang clothes from the windows/patios or anything that will constitute a safety hazard by falling from the window/patio; nor may the Tenant collect anything in these areas which, in the opinion of the owner or agent, will mar the appearance of the exterior of the building(s).
2. No articles, which would in any way constitute a fire or safety hazard, may be stored in the apartments, entryways or storage areas.
3. At no time will sidewalks, parking areas, driveways, hallways, stairways or entryways be obstructed.
4. Tenants shall not leave personal belongings in any area used by other Tenants.
5. Lawn furniture, grills, and plants are the only items permitted on patios or balconies. Units that do not have patios or balconies are not permitted to have personal items on the exterior of their unit. These items will be removed.
6. No alcohol or open containers are permitted in common areas.
7. Proper attire is required when using common areas and offices.
8. Tenants planting of flowers or shrubs must be authorized by Management.
9. Bicycles and/or skateboards may be ridden on the perimeters of the property only.

3.7 NOISE

Tenants shall not make or permit disturbing noises in the buildings by themselves, their friends or invited guests; nor do or permit anything to be done by such persons that will interfere with the rights, comfort or conveniences of other Tenants. Tenant's stereos, televisions, or radios must be kept at a reasonable volume level at all times and must be turned to a volume that can not be heard outside the actual apartment unit between the hours of 8:30 p.m to 8 a.m.

3.8 SMOKING/DAMAGES

Smoking is permitted in apartments. No smoking is permitted within 50 feet of any building. No smoking is permitted in common areas or in the pool. Any damage caused by or related to cigarette, pipe, or cigar smoking or any other tobacco product shall not constitute normal wear and tear. Owner may deduct from Tenant's security deposit for all damages and/or costs for the cleaning or repairing of any damage caused or related to any tobacco product, including, but not limited to: deodorizing the apartment, sealing and painting the walls and ceiling, and repairing or replacing the countertops, carpet and/or pads.

3.9 CHILDREN

Tenants will be held directly responsible for the actions of their children, or children in their care. These children are not to be left unattended around property, loiter on the stairways, lawns, or parking areas, but shall play in the designated play areas only. Play areas must be vacated at night in accordance with any curfew laws.

3.10 LAUNDRY FACILITIES

These facilities are for the Tenant's use only. All children must be accompanied by an adult tenant over the age of 18. The laundry equipment, water basins, and other plumbing fixtures shall be used only for the purposes for which they are designed. Trash, rags or other improper articles are not to be placed in this equipment. Any damage resulting from the misuse of the equipment may be charged to and paid by the Tenant responsible for the damage. Tenants should maintain the cleanliness of the laundry area and the equipment that they used.

3.11 SERVICE REQUESTS

Tenants must call or send all service requests to our management office and shall not give service requests to maintenance staff.

3.12 LOCKOUTS

If a tenant has misplaced or lost their key after hours, they must call a locksmith at their cost. In order for maintenance to respond to a lockout call after hours, the tenant must have the key in hand or and be unable to enter or it must be stuck in the door.

Lockouts due to a misplaced or lost key during normal business hours will be assessed a fee, which will be added to the tenant ledger by the Property Manager. A new key will be provided to the tenant.

3.13 ALTERATIONS

1. No alteration, addition or improvement shall be made in or to the premises without the prior written consent of Management.
2. No sheets, blankets, aluminum foil or other such materials or substances may be placed on windows at any time. Blinds/drapes provided by Management cannot be removed without the prior written consent of Management. Blinds must be maintained in good condition or fees will be assessed.
3. Tenants or contractor scheduled by the tenant shall not install any SATELLITE Dish, Satellite, cable or phone wire, or any other device in or on the premises without prior written permission of management.

3.14 LOCKS

At no time shall Tenant ever be allowed to alter or replace locks installed on entry doors by management; nor shall additional locks be added. If Tenant fails to comply with this policy, Tenant shall pay a fine for violation of this policy. If a tenant chooses to have a lock replaced or rekeyed, a charge will be assessed according to the fine schedule.

3.15 PEST CONTROL/EXTERMINATION SERVICE

Instructions on all exterminating notices must be obeyed. Failure to comply and/or let pest control contractors in may result in an actual cost charge for a follow up of exterminating call by the contractor.

3.16 VEHICLE/PARKING

1. The Tenant's vehicle must be legally registered, have current licenses and inspections as required by the state to be street operable.
2. Tenant is required to keep parking space clean and free from rags, rubbish or any other matter and shall not use the space for any other purpose except the parking of the authorized motor vehicles.
3. Parking of boats, trailers, or commercial vehicles anywhere on the premises is prohibited without the written consent of management.
4. Tenants and their guests are not to park in driveways, fire lanes, or office designated spaces.
5. Vehicle repairs except for the changing of flat tires and minor adjustments are not permitted on the premises.
6. Parking or storage of any inoperable or dismantled, or vehicles in disrepair will not be allowed. Management has the right to remove any such vehicle at the Tenant's expense after at least one formal written notice of not less than two (2) days has been issued.
7. Tenants are responsible to see that their guests park in the proper areas only.

3.17 TRASH DISPOSAL

Trash is to be well wrapped, preferably in securely tied plastic bags and placed INSIDE the dumpsters, trash chutes or trash room area (as applicable). It is the Tenant's responsibility to see these things are done properly. Mattresses, Furniture, Appliances, or other large Tenant items can NOT be disposed of in or around property dumpsters. All Tenants are required to comply with all recycling laws when applicable. Boxes should be broken down and placed inside the dumpster. If these rules are violated, the following fines may be assessed and or eviction may occur.

3.18 GRILLS

Charcoal burning grills are not allowed to be used or stored on or within 10 feet of porches or balconies. This is a fire safety code regulation and an insurance underwriting requirement. Charcoal grills are only allowed in designated areas as defined by Management. Propane gas grills are allowed, but all safety precautions must be exercised.

3.19 WATERBEDS AND FISH TANKS

Waterbeds are prohibited. Fish Tanks not to exceed 5-gallon tanks.

3.20 TELEPHONE HOOKUP

Tenant is responsible for all expenses incurred for telephone connections, jack operations, wiring, and other services. Note: No exterior alterations are permitted, such as exterior drilling.

3.21 SECURITY NOT PROVIDED

Security is not provided at this property. The ownership and management make no warranties with regard to safety and security. Please be advised that you should call 9-1-1 in the event you feel security or safety is a concern.

3.22 CHANGES

Management reserves the right to modify or rescind any of the policies and to make other policies as necessary for the care and safety of the premises or the comfort and convenience of the Tenants. Violation of these policies will constitute a breach of your Lease.

3.23 EFFECTS OF LEASE VIOLATIONS

VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.

By signing below, you acknowledge and agree to the terms in Section 3.

X *Jacob Matthew Keogh*

Lessee

IP Address: 107.77.210.98

03/23/2021 11:03am CDT

4. Lead Based Paint

4.1 LEAD WARNING STATEMENT

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.

4.2 LEAD DISCLOSURE

a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

i. _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____

ii. ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b) Records and reports available to the lessor (check (i) or (ii) below):

i. _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____

ii. ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

c) ☐ N/A _____ Lessee has received copies of all the information listed above.

d) ☒ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

4.3 CERTIFICATE OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

By signing below, you acknowledge and agree to the terms in Section 4.

X *Jacob Matthew Keogh*

Lessee

IP Address: 107.77.210.98

03/23/2021 11:04am CDT

5. Move-In Checklist

5.1 GENERAL INFORMATION

Tenant Name: Jacob M. Keogh

11338-07 Bonanza LN
St Louis, MO 63043

Move-In Date: 03/23/2021

Inspection Date: 03/23/2021

It is for the benefit of Tenant and Landlord to have an accurate account of the state of the dwelling prior to Tenant moving in. Complete the list below by noting the condition of the property. The tenant will be wholly responsible for any damages to the dwelling, outside of normal use, that are not listed below but exist at the time of move out. As stated in the Rental Agreement, the total of any cleaning, repair, replacement costs necessary to return dwelling to its condition prior to Tenants occupancy will be taken out of the security deposit, and any remaining amount will be charged to the Tenant.

5.2 CONDITION OF APARTMENT

Living / Dining Room

Flooring/ Carpet: If not OK, Describe: _____

Walls/ Baseboards: If not OK, Describe: _____

Ceiling/ Lights/ Fixtures: If not OK, Describe: _____

Front Door/ Lock: If not OK, Describe: _____

Windows/ Blinds/ Screens: If not OK, Describe: _____

Other: If not OK, Describe: _____

Kitchen

Flooring: If not OK, Describe: _____

Walls: If not OK, Describe: _____

Ceiling/ Lights/ Fixtures: If not OK, Describe: _____

Cabinets/ Countertops: If not OK, Describe: _____

Stove/ Oven: If not OK, Describe: _____

Hood/ Fan/ Light: If not OK, Describe: _____

Sink/ Faucet: If not OK, Describe: _____

Refrigerator: If not OK, Describe: _____

Dishwasher: If not OK, Describe: _____

Other: If not OK, Describe: _____

Hallway / Closet: If not OK, Describe: _____

Flooring/ Carpet: If not OK, Describe: _____

Walls/ Baseboards: If not OK, Describe: _____

Ceiling/ Lights/ Fixtures: If not OK, Describe: _____

Shelves/ Door: If not OK, Describe: _____

Other: If not OK, Describe: _____

Bathroom

Door: If not OK, Describe: _____

Flooring: If not OK, Describe: _____

Walls/ Baseboards: If not OK, Describe: _____

Ceiling/ Lights/ Fixtures: If not OK, Describe: _____

Sink/ Vanity/ Faucet: If not OK, Describe: _____

Mirror: If not OK, Describe: _____

Tub/ Shower/ Rod: If not OK, Describe: _____

Towel Bars/ TP Holder: If not OK, Describe: _____

Toilet: If not OK, Describe: _____

Other: If not OK, Describe: _____

Bedroom(s)

Door: If not OK, Describe: _____

Flooring/ Carpet: If not OK, Describe: _____

Walls/ Baseboards: If not OK, Describe: _____

Ceiling/ Lights/ Fixtures: If not OK, Describe: _____

Windows/ Blinds/ Screens: If not OK, Describe: _____

Closet: If not OK, Describe: _____

Other: If not OK, Describe: _____

Other: If not OK, Describe: _____

General

Sliding Glass Door: If not OK, Describe: _____

Air Conditioner/ Heater: If not OK, Describe: _____

Water Heater: If not OK, Describe: _____

Smoke Detector(s): If not OK, Describe: _____

Patio/ Deck/ Porch/ Etc: If not OK, Describe: _____

Cable Connector: If not OK, Describe: _____

Indication of pests?: If not OK, Describe: _____

Other: If not OK, Describe: _____

5.3 ACKNOWLEDGMENT

I/We, the residents of
11338-07 Bonanza LN
St Louis, MO 63043

accept the aforementioned Move-In Inspection as a part of the Rental Agreement and agree that it is an accurate account of the condition of the dwelling for purpose of charges and/or refund of security deposit upon move out.

By signing below, you acknowledge and agree to the terms in Section 5.

X *Jacob Matthew Keogh*

Lessee

IP Address: 107.77.210.98

03/23/2021 11:04am CDT

6. Move-Out/Damage Cost Sheet

6.1 OVERVIEW

The following table shows the charges that are assessed at move out for damages and/or cleaning. If prior to moving out, you do not leave them clean or in satisfactory working condition, the following charges will be deducted from your security deposit or owed to the property if your security deposit is insufficient to cover all the charges. The prices given for items listed below are average prices only. If the owner incurs a higher cost the tenant will be responsible for paying the higher cost. Please note this is not an all-inclusive list. Additional charges can be charged.

6.2 COSTS

GENERAL CLEANING AND REPAIR CHARGES

Does the Carpet need cleaned? If Yes, \$150

Does carpet/flooring have partial damage that requires repair? If Yes, \$400 per room

Does the Carpet need replaced in entire apartment? If Yes, \$1,500

Does the Vinyl need cleaned? If Yes, \$150

Does the Vinyl need complete replacement? If Yes, \$1500

Do a small number of Vinyl planks need replaced? If Yes, \$25 per piece

Do small Drywall holes need patched? If Yes, \$20 per hole

Do large Drywall holes need patched? If Yes, \$200 per hole

Does the apartment need a complete Paint? If Yes, 1Br \$700, 2Br \$800, TH \$900

Does the apartment need a touch up Paint? If Yes, \$200

Do Windows need cleaned? If Yes, \$10 per window

Do Windows need replaced? If Yes, \$450 per window

Does Patio Door need cleaned? If Yes, \$10 per door

Does Patio Door need replaced? If Yes, \$900 per door

Do Blinds need cleaned? If Yes, \$5 per blind

Do Blinds need replaced? If Yes, \$30 per blind

Do window Screens need replaced? If Yes, \$60 per screen

Does excessive Trash need to be removed from the apartment? If Yes, \$250

Does less than 1 bag of Trash need to be removed from the apt? If Yes, \$50

Does Furniture need to be removed from the apartment? If Yes, \$75 per piece

Do Light Fixtures need to be cleaned? If Yes, \$20 each

Do Light Fixtures need to be replaced? If Yes, \$70 each

Do Ceiling Fans need to be cleaned? If Yes, \$50 each

Do Ceiling Fans need to be replaced? If Yes, \$200 each

Do Interior Doors need to be replaced? If Yes, \$250 per door

Does the Front Door need to be replaced? If Yes, \$550

Does the Patio Door need to be replaced? If Yes, \$1,000

Do the Door Deadbolt or Door Knobs need replaced? If Yes, \$75

Do Electric Plug Switch covers need cleaned or replaced? If Yes, \$10 / item

Do apartment keys need to be replaced? If Yes, \$15

Do mailbox keys need to be replaced? If Yes, \$30

KITCHEN CHARGES

Do Kitchen Cabinets need cleaned (inside and/or outside)? If Yes, \$75

Do Kitchen Cabinets need repaired or replaced? If Yes, \$1,000

Are Kitchen Cabinets damaged but do not require replacement? If Yes, \$100

Do Countertops need cleaned? If Yes, \$35

Do Countertops need replaced? If Yes, \$650

Are Countertops damaged but do not require replacement? If Yes, \$100

Does Refrigerator need cleaned? If Yes, \$75

Does Refrigerator need replaced? If Yes, \$600

Does Microwave need cleaned? If Yes, \$50

Does Microwave need replaced? If Yes, \$350

Does Stove need cleaned? If Yes, \$90

Does Stove need replaced? If Yes \$550

Do Stove Pans need replaced? If Yes, \$10 per item

Do Stove Burners need replaced? If Yes, \$30 per item

Does Dishwasher need cleaned? If Yes, \$50

Does Dishwasher need replaced? If Yes, \$400

BATHROOM CHARGES

Does Bathtub / Shower need cleaned? If Yes, \$100

Does Bathtub need resurfaced? If Yes, \$400

Does Bathtub / Shower need replaced? If Yes, \$1750

Does Toilet need cleaned? If Yes, \$45

Does Toilet need replaced? If Yes, \$400

Does Medicine Cabinet / Mirror need cleaned? If Yes, \$25

Does Medicine Cabinet / Mirror need replaced? If Yes, \$150

Is Medicine Cabinet / Mirror damaged but does not need replaced? If Yes, \$50

Does Bathroom Vanity and Sink need cleaned? If Yes, \$40

Does Bathroom Vanity and Sink need replaced? If Yes, \$400

Is Bathroom Vanity and Sink damaged but does not need replaced? If Yes, \$50

Does Shower head need replaced? If Yes, \$50

Does Bathroom Shower rod need replaced? If Yes, \$35

Does Bathroom Towel Bar / Tissue holder need replaced? If Yes, \$35

Apartment Keys Turned In? If No, \$100

Mailbox Key Turned In? If No, \$50

Cards Turned In? Such as Laundry Card, Pool Card, Parking Permits. If No, \$25 ea

Are there any other cleaning charges or repair charges? If so Describe:

By signing below, you acknowledge and agree to the terms in Section 6.

X *Jacob Matthew Keogh*

Lessee

IP Address: 107.77.210.98

03/23/2021 11:04am CDT

7. Pet Addendum

7.1 RULES AND REGULATIONS

Name: Jacob M. Keogh Date: 03/23/2021 ;
11338-07 Bonanza LN
St Louis, MO 63043

Only the pet listed and described below is authorized under this pet agreement. This addendum must be signed and the proper fees paid before the pet is allowed on the premises. Any rules and regulations for the pet are in addition to those referred to in the Rental Agreement. Upon violation of any one or more of these rules, the resident will immediately, upon notice from the management, remove the pet from the premises or vacate the apartment, forfeiting the security deposit and paying all costs for damages. The resident also agrees to hold owner and manager harmless from any and all actions of pet that may occur to the property, other residents, guests, or others who may be on the property, as long as the pet is on the premises. Management reserves the right to revoke this addendum at any time without notice.

The resident agrees that a non-refundable pet fee of \$350 and a monthly pet rent of \$40 will be paid. If the tenant is caught with an unregistered pet, a non-refundable pet fee of \$700 and \$80 monthly pet rent will be assessed. This pet fee will be charged even if the tenant gets rid of the pet.

Violent Breeds are not allowed. Breeds we do not accept include but are not limited to Pit Bull Terriers, Staffordshire Terriers, Rottweilers, German Shepherds, Presa Canarios, Chows Chows, Doberman Pinschers, Akitas, Wolf-hybrids, Mastiffs, Cane Corsos, Great Danes, Alaskan Malamutes, and Siberian Huskies. These breeds are not covered by our insurance and therefore not allowed on the property. Fraudulent submissions will result in fines and eviction.

Resident Deliverables:

1. Must email a picture of the pet to the property manager.
2. A copy of the immunization records must be provided for the management files before the pet is allowed to reside within the premises. Immunization records must be updated upon the renewal of the lease terms.

Resident Agrees to the following rules:

1. Pets must be on a leash at all times.
2. Only dogs and cats weighing 50 lbs. or less at maturity are allowed.
3. No puppies or kittens under the age of 6 months are allowed.

4. Only one (1) pet is allowed per apartment.
5. Pets will be kept inside the apartment at all times except when on a short leash and accompanied by the resident and must not be left unattended outside.
6. Excessive barking will not be tolerated.
7. Pets must be registered and immunized in accordance with local laws/requirements.
8. The resident must not allow pets to soil the apartment, grounds, common areas, sidewalks, landscaping, or gardens. The resident will clean up after the pet and remove waste and place it in proper waste containers. Fines up to \$100 for each violation will be assessed in the event of non-compliance.
9. All damages from pets will be the responsibility of the resident and paid in full before vacating the apartment.
10. Pets will not be allowed in the recreation building, laundry room, offices, or common areas such as pool, playgrounds, or sports courts.
11. The resident will be held responsible and liable for the action of the pet should the pet bite or cause any injury arising from the pet.
12. Pets must be neutered or spayed. Cats must be de-clawed.
13. All service animals must be approved with proper documentation provided by a physician. You will not be charged pet rent or pet fees if you provide proper documentation showing you have a service animal. Proper documentation includes A letter from a licensed mental health professional on official letterhead with the professional's license number, date, and direct contact information. Fraudulent submissions will result in fines and eviction.

Fines will be assessed according to the following:

1. 1st offense, \$100 fine assessed to your account, and letter in your file
2. 2nd offense \$200 fine assessed to your account, and letter in your life
3. 3rd offense, the pet will be requested to be removed, if the pet is not removed eviction will be filed.

unpaid fines will also result in eviction being filed

Description of Pets:

By signing below, you acknowledge and agree to the terms in Section 7.

X *Jacob Matthew Keogh*

Lessee

IP Address: 107.77.210.98

03/23/2021 11:04am CDT

8. REQUIRED INSURANCE ADDENDUM

8.1 INSURANCE ADDENDUM

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease, Lessee is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Lessee's legal liability for damage to Lessor's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease and Lessor shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the

Lessor and seek contractual reimbursement from the Lessee for all costs and expenses associated with such purchase. This may be referred to as “force placed insurance”.

Lessee may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Lessee’s choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Lessor, who may purchase such coverage through the Lessor’s Legal Liability Insurance Policy (“LLIP”). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LLIP coverage shall be charged to Lessee by the Lessor as a recoverable expense under the Lease. Some important points of this coverage, which Lessee should understand are:

1. LLIP is designed to fulfill the insurance requirement of the Lease. Lessor is the Insured under the LLIP. This is single interest forced placed insurance. Lessee is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Lessor.
2. LLIP coverage is NOT personal liability insurance or renters insurance. LLIP does not cover the Lessee’s personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee’s choice to obtain personal liability insurance or renters insurance to protect Lessee’s interests.
3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
4. If Lessee has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Lessor may purchase Lessor Insurance without notice and add the total cost associated therewith to Lessee’s monthly rent payment.
5. Licensed insurance agents may receive a commission on the LLIP.
6. The total cost to the Lessee for the Lessor obtaining LLIP shall be (\$9.50) per month, subject to no proration. This is an amount equal to the actual premium charge to the Lessor including any premium taxes and fees due to state governing bodies. Additionally, an Administration Fee in the amount of three Dollars (\$3.00) to be retained by the Lessor for processing and handling will be charged.
7. In the event that loss or damage to Lessor’s property exceeds the amount of Required Insurance, Lessee shall remain contractually liable to Lessor for such amount. In the event of liability to any other party for bodily injury or property damage, Lessee shall remain liable to such other party.
8. It shall be the Lessee’s duty to notify Lessor of any subsequent purchase of Renters Insurance.

As used in this Addendum: “Lease” may be interchangeable with “Lease Agreement”; “Lessee” may be interchangeable with “Resident” or “Tenant”, and “Lessor” may be interchangeable with “Landlord” or “Owner”.

Scheduling of the premises under the LLIP is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee’s choice at any time and coverage under the LLIP will be terminated by the Lessor.

By signing below, you acknowledge and agree to the terms in Section 8.

X *Jacob Matthew Keogh*

Lessee

IP Address: 107.77.210.98

03/23/2021 11:04am CDT

9. UTILITY LEASE ADDENDUM

9.1 UTILITY LEASE ADDENDUM

This Utility Lease Addendum (“Addendum”) is a part of the Rental/Leasing Agreement, dated (the “Lease”), between KH Properties LLC (“Landlord”) and Jacob M. Keogh (“Resident”) for the premises located at 11338-07 Bonanza LN St Louis, MO 63043 (the “Premises”). To the extent that the terms of this Addendum conflict with those of the Lease, this Addendum shall control.

1. Reason for Allocation. When utility bills are paid entirely by the landlord or property owner, residents have no incentive to conserve. This results in a waste of natural resources and adds to overhead, which results in higher rents. Allocation of utilities saves money for residents and encourages conservation.

2. Utilities. Resident shall be responsible for payment of the utilities, including charges for usage, taxes and any other related charges or fees, as indicated below:

- Water service to the Premises. The water service provider will invoice Landlord, and Landlord or Landlord's billing company will allocate Resident's portion based on per foot calculation.
- Sewer/stormwater service to the Premises. The sewer/stormwater service provider will invoice Landlord, and Landlord or Landlord's billing company will allocate Resident's portion based on per foot calculation.

3. Formulas for Allocation.

Per square foot based on total occupied square feet. The total utility bill is divided by the total number of occupied square feet in the community, and the result is multiplied by the square feet of the Premises.

Notwithstanding anything to the contrary herein, when Landlord or Landlord's billing company allocates utility charges using one of the above formulas they shall comply with all applicable state and local laws, rules, and regulations. Resident acknowledges and agrees that the formula used to allocate a utility charge may not reflect actual utility consumption of Resident. Where lawful, Landlord may change the above methods of determining Resident's allocated share of utilities, in Landlord's sole discretion, after providing written notice to Resident.

4. Payment Due Date. Payment of Resident's share of utilities is due on the date set forth in any utility invoice or statement made available to Resident or as otherwise provided for in the Lease.

5. Penalties and Fees. Penalties or interest assessed because Landlord failed to timely pay any master utility bill will not be allocated to Resident. An administrative fee of \$3.00 per month will be added to Resident's invoice for processing, billing and collecting. Such fees will not be deemed assessed in connection with any specific utility if prohibited by applicable state or local law. The administrative fee may be increased, from time to time, to reflect rising costs by providing no less than thirty (30) days prior written notice to Resident.

6. Right to Examine Invoices. Resident may examine master utility invoices and Landlord's calculations related to monthly allocations upon reasonable request.

By signing below, you acknowledge and agree to the terms in Section 9.

X *Jacob Matthew Keogh*

Lessee

IP Address: 107.77.210.98

03/23/2021 11:04am CDT

Westport Edge Apartments

11302 Bonanza Dr • Apt # 7 • MARYLAND HEIGHTS, MO 63043
(314) 736-6600



10. Sign and Accept

10.1 SIGNATURE

By signing below, you acknowledge and agree to all terms listed in this lease.

X *Jacob Matthew Keogh*

Lessee

IP Address: 107.77.210.98

03/23/2021 11:04am CDT

X *Lily Watkins*

Lessor

IP Address: 71.86.57.17

03/23/2021 11:10am CDT